

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

917A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
 March 21, 2013

**SUBJECT:** Construction of traffic signals and street improvements at the intersection of Ontario Avenue/Temescal Canyon Road and El Cerrito Road/Minnesota Road, El Cerrito community

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve two addenda to the specifications issued prior to the February 6, 2013, bid opening,
2. Accept the low bid of Superior Paving Company, Inc. dba United Paving Company of La Mirada, CA in the amount of \$522,946,

Juan C. Perez  
 Director of Transportation and Land Management

JCP:jrj:rr  
 (Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 522,946	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013
<b>SOURCE OF FUNDS:</b> West County DIF Signal Mitigation Fund (100%)				<b>Positions To Be Deleted Per A-30</b> <input type="checkbox"/>
There are no General Funds used in this project.				<b>Requires 4/5 Vote</b> <input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY: Tina Grande  
 Tina Grande

County Executive Office Signature

Dep't Recomm.:  Policy  Consent  
 Per Exec. Ofc.:  Policy  Consent

Prev. Agn. Ref. 1/15/13, Item 3.14 | District: 2/2 | Agenda Number:

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

3-9

The Honorable Board of Supervisors

RE: Construction of traffic signals and street improvements at the intersection of Ontario Avenue/Temescal Canyon Road and El Cerrito Road/Minnesota Road, El Cerrito community  
March 21, 2013

Page 2 of 2

3. Award the contract to Superior Paving Company, Inc. dba United Paving Company and authorize the Chairman of the Board of Supervisors to execute the contract documents, and;
4. Approve the project's proposed budget as shown on Attachment "A".

**BACKGROUND:** By Minute Order dated January 15, 2013 (Agenda Item 3.14), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of a traffic signal at the intersection of Ontario Avenue/Temescal Canyon Road and El Cerrito Road/Minnesota Road in the El Cerrito community. Additionally, the specifications and plans were approved by that Board of Supervisors action.

During the advertisement period, two addenda were issued to all registered plan holders as a supplement to the specifications and special provisions. Bidders were required to acknowledge and take into account all issued addenda on their Contractor's Proposal. The addenda were issued to clarify and modify the approved contract documents. The addenda are attached and designated as Addendum No. 1 and Addendum No. 2.

Bids for the project were opened in the office of the Director of Transportation and Land Management at 2:00 PM, Wednesday, February 6, 2013. Six bids were received, ranging from \$522,946 to \$732,337. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Superior Paving Company, Inc. dba United Paving Company of La Mirada, CA in the amount of \$522,946, which is \$596 (0.11%) below the Engineer's Estimate.

The proposed traffic signal will improve traffic safety and operation. This intersection is a pedestrian path for going to and from the El Cerrito Middle School, Library, Sports Park, and adjacent bus stops. Additionally, the project will include installation of signing and striping, a new raised median with colored stamped concrete, new ADA compliant curb ramps, construction of driveway approaches, curb and gutter, sidewalk, bus stop pad, pavement reconstruction, installation of a new asphalt parking lot, and a waste water treatment system on private property, which is mitigation due to impacts on the property caused by the project.

The Development Impact Fee (DIF) program, which is governed under Ordinance 659.6, allows for the use of DIF funds for traffic signal facilities.

The contractor is qualified to perform the work as outlined in the bid and has executed the contract and provided bonds and insurance documents, which meet the requirements of the contract.

Project Number: B7-0767

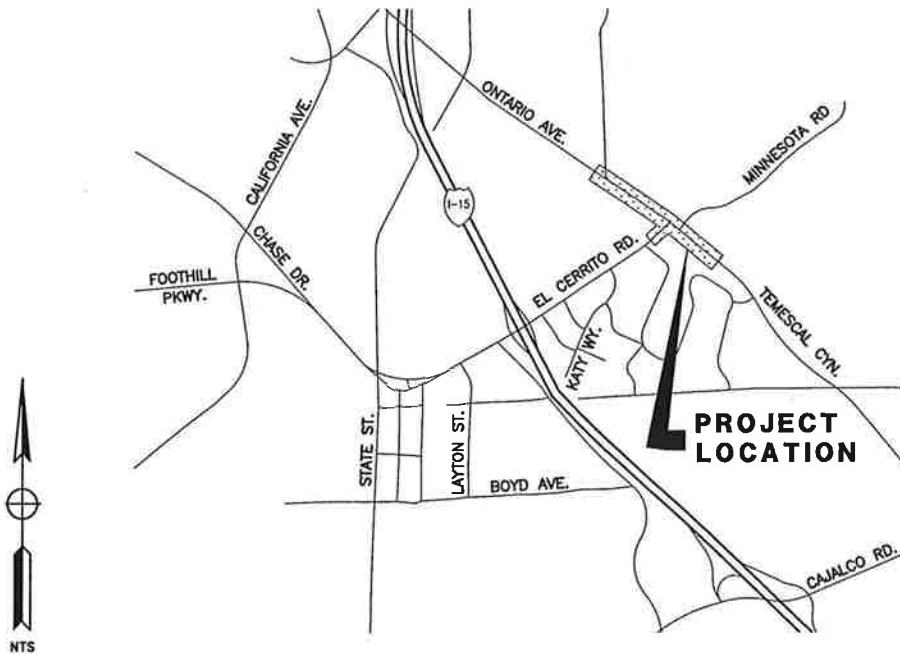
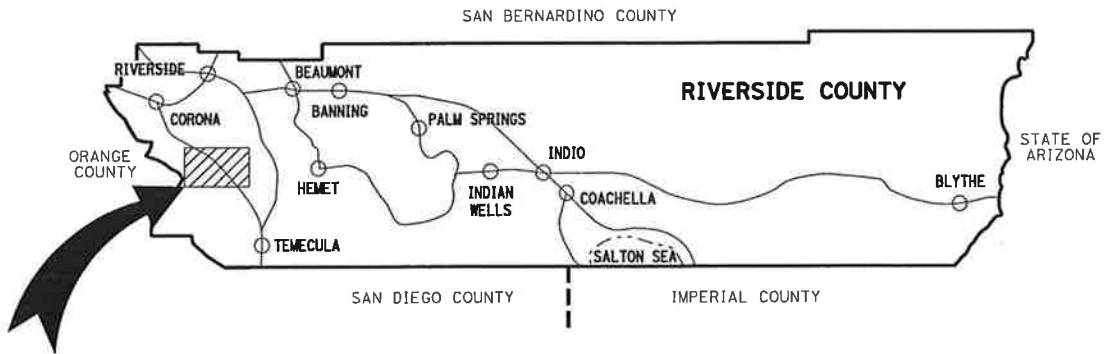
C O U N T Y   O F   R I V E R S I D E  
D E P A R T M E N T   O F   T R A N S P O R T A T I O N

**ONTARIO AVENUE / TEMESCAL CANYON ROAD  
AND  
EL CERRITO ROAD / MINNESOTA ROAD**

CONSTRUCTION OF TRAFFIC SIGNALS, PARKING LOT, AND  
ASSOCIATED IMPROVEMENTS

EL CERRITO COMMUNITY

PROJECT No. B7-0767



**VICINITY MAP**

TOWNSHIP 4S RANGE 6W SECTION 8  
COUNTY ROAD BOOK PAGE No. 30-B

# Attachment "A"

Riverside County Transportation Department

Project: **Ontario Ave / Temescal Cyn Rd & El Cerrito Rd / Minnesota Rd Traffic Signal Project**

Project No.(s) **B7-0767**

### Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	9,422	78	9,500		10,000
Environmental	743	257	1,000	1,000	1,000
Design	167,745	255	168,000	135,000	168,000
Right-of-way	19,843	157	20,000	15,000	20,000
Utilities	1,906	94	2,000	4,000	2,000
Construction	25,598	522,946	548,544	512,000	631,000
Construction Contingency 10%		52,295	52,295		
Signal Pole Equipment		30,000	30,000		
Construction Engineering & Inspectic 15.0%	5,684	72,758	78,442	42,000	78,000
Construction Survey 5.0%		26,147	26,147	19,000	26,000
<b>Totals:</b>	<b>230,941</b>	<b>704,987</b>	<b>935,928</b>	<b>728,000</b>	<b>936,000</b>

### Project Funding

Code	Name	Existing Budget	Proposed Budget
369	West County DIF Signal Mitigation Fund	728,000	936,000
<b>Totals</b>		<b>728,000</b>	<b>936,000</b>

### Comments



**Riverside County Transportation Department  
Summary of Bids**

Advertised: January 15, 2013 (Agenda Item: 3.14)  
Addenda: One (1/14/2013), and Two (1/30/2013)  
Bids Open: 2 pm Date: Wednesday, February 6, 2013

PROJECT: Ontario Avenue / Temescal Canyon Road and  
El Cerrito Road / Minnesota Road  
Construction of Traffic Signals, Parking Lot, and Associated Improvements  
El Cerrito Community  
PROJECT No. B7-0767

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			BID UNIT PRICE	BID ESTIMATE
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE		
1	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00	1,000.00	1,000.00	1,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,000.00	15,000.00	4,000.00	4,000.00	4,000.00
4	160101	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00	1,000.00	1,000.00	1,000.00
5	160120	REMOVE TREE	EA	18	800.00	14,400.00	440.00	7,920.00	7,920.00
6	190101	ROADWAY EXCAVATION	CY	575	45.00	25,875.00	45.80	26,335.00	26,335.00
7	260201	CLASS 2 AGGREGATE BASE	CY	380	55.00	20,900.00	44.20	16,796.00	16,796.00
8	390130	HOT MIX ASPHALT (TYPE A)	TON	570	85.00	48,450.00	107.80	61,446.00	61,446.00
9	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT (.17")	SQYD	490	10.00	4,900.00	12.80	6,272.00	6,272.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	35	40.00	1,400.00	23.00	805.00	805.00
11	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	45	40.00	1,800.00	23.00	1,035.00	1,035.00
12	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	3,000.00	3,000.00	2,310.00	2,310.00	2,310.00
13	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	4	2,500.00	10,000.00	1,980.00	7,920.00	7,920.00
14	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	400	8.00	3,200.00	3.85	1,540.00	1,540.00
15	000003	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	SQFT	2,350	8.00	18,800.00	3.90	9,165.00	9,165.00
16	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	440	20.00	8,800.00	17.60	7,744.00	7,744.00
17	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	590	12.00	7,080.00	15.40	9,086.00	9,086.00
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	680	6.00	4,080.00	3.30	2,244.00	2,244.00
19	000003	MINOR CONCRETE (BUS STOP PAD)	SQFT	540	6.00	3,240.00	8.80	4,752.00	4,752.00
20	731535	MINOR CONCRETE (BUS TURNOUT) (CRS 814)	SQFT	765	8.00	6,120.00	8.80	6,732.00	6,732.00
21	731519	MINOR CONCRETE (STAMPED CONCRETE)	SQFT	300	24.00	7,200.00	13.20	3,960.00	3,960.00
22	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	1	3,500.00	3,500.00	5,720.00	5,720.00	5,720.00
23	152394	RELOCATE SIGN STRUCTURE	EA	1	4,000.00	4,000.00	3,520.00	3,520.00	3,520.00
24	860201	SIGNAL AND LIGHTING	LS	1	190,000.00	190,000.00	194,000.00	194,000.00	194,000.00

**Riverside County Transportation Department  
Summary of Bids**

**Advertised: January 15, 2013 (Agenda Item: 3.14)  
Addenda: One (1/14/2013), and Two (1/30/2013)  
Bids Open: 2 pm Date: Wednesday, February 6, 2013**

**PROJECT: Ontario Avenue / Temescal Canyon Road and  
El Cerrito Road / Minnesota Road  
Construction of Traffic Signals, Parking Lot, and Associated Improvements  
El Cerrito Community  
PROJECT No. B7-0767**

BASE BID		COUNTY'S ESTIMATE					1 United Paving Co. La Mirada, CA 90638	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
25	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	2,495	2.00	4,990.00	1.56	3,892.20
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	800	4.00	3,200.00	4.76	3,808.00
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,000	0.50	3,000.00	0.61	3,660.00
28	150740	REMOVE SIGN	EA	15	75.00	1,125.00	44.80	672.00
29	066148	RELOCATE SIGNS	EA	8	150.00	1,200.00	196.00	1,568.00
30	566011	ROADSIDE SIGN - ONE POST	EA	17	250.00	4,250.00	291.00	4,947.00
31	820107	DELINEATOR (CLASS 1)	EA	4	50.00	200.00	67.00	268.00
32	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	2	100.00	200.00	151.00	302.00
33	850102	PAVEMENT MARKER (REFLECTIVE)	EA	290	4.00	1,160.00	4.50	1,305.00
34	842000	PARKING BUMPER (PRECAST CONCRETE)	EA	8	75.00	600.00	32.00	256.00
35	869050	GUARD POST	EA	4	300.00	1,200.00	380.00	1,520.00
36	150608	REMOVE CHAIN LINK FENCE	LF	180	6.00	1,080.00	13.20	2,376.00
37	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	100	40.00	4,000.00	60.50	6,050.00
38	205062	ROOT BARRIER	LF	100	4.00	400.00	35.20	3,520.00
39	000003	ONSITE WASTEWATER TREATMENT SYSTEM	LS	1	24,000.00	24,000.00	45,500.00	45,500.00
40	000003	MISCELLANEOUS DIRECTED WORK	FA	1	30,000.00	30,000.00	30,000.00	30,000.00
41	019901	DE-MOBILIZATION	LS	1	22,000.00	22,000.00	22,000.00	22,000.00
42	000003	CROSSING GUARDS	FA	1	5,000.00	5,000.00	5,000.00	5,000.00

<b>Project Total Items 1-42</b>						<b>522,350.00</b>		<b>522,946.20</b>
-------------------------------------	--	--	--	--	--	-------------------	--	-------------------

**Riverside County Transportation Department**  
**Summary of Bids**

**PROJECT: Ontario Avenue / Temescal Canyon Road and El Cerrito Road / Minnesota Road**  
**Construction of Traffic Signals, Parking Lot, and Associated Improvements**  
**El Cerrito Community**  
**PROJECT No. B7-0767**

**Advertised: January 15, 2013 (Agenda Item: 3.14)**  
**Addenda: One (1/14/2013), and Two (1/30/2013)**  
**Bids Open: 2 pm Date: Wednesday, February 6, 2013**

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	3,200.00	3,200.00	1,000.00	1,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	5,400.00	5,400.00	2,700.00	2,700.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	9,800.00	9,800.00	27,000.00	27,000.00
4	160101	CLEARING AND GRUBBING	LS	1	22,000.00	22,000.00	10,000.00	10,000.00
5	160120	REMOVE TREE	EA	18	420.00	7,560.00	360.00	6,480.00
6	190101	ROADWAY EXCAVATION	CY	575	82.50	47,437.50	74.00	42,550.00
7	260201	CLASS 2 AGGREGATE BASE	CY	380	40.00	15,200.00	99.00	37,620.00
8	390130	HOT MIX ASPHALT (TYPE A)	TON	570	84.25	48,022.50	105.00	59,850.00
9	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT (.17')	SQYD	490	11.70	5,733.00	12.00	5,880.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	35	18.00	630.00	20.00	700.00
11	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	45	18.00	810.00	20.00	900.00
12	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	2,430.00	2,430.00	2,300.00	2,300.00
13	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	4	1,700.00	6,800.00	1,900.00	7,600.00
14	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	400	6.00	2,400.00	9.00	3,600.00
15	000003	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	SQFT	2,350	5.50	12,925.00	11.00	25,850.00
16	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	440	24.40	10,736.00	20.00	8,800.00
17	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	590	18.80	11,092.00	19.00	11,210.00
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	680	4.40	2,992.00	6.00	4,080.00
19	000003	MINOR CONCRETE (BUS STOP PAD)	SQFT	540	9.70	5,238.00	6.00	3,240.00
20	731535	MINOR CONCRETE (BUS TURNOUT) (CRS 814)	SQFT	765	9.70	7,420.50	16.00	12,240.00
21	731519	MINOR CONCRETE (STAMPED CONCRETE)	SQFT	300	10.70	3,210.00	9.00	2,700.00
22	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	1	1,525.00	1,525.00	3,200.00	3,200.00
23	152394	RELOCATE SIGN STRUCTURE	EA	1	1,000.00	1,000.00	5,200.00	5,200.00
24	860201	SIGNAL AND LIGHTING	LS	1	192,000.00	192,000.00	187,000.00	187,000.00



**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Ontario Avenue / Temescal Canyon Road and  
El Cerrito Road / Minnesota Road  
Construction of Traffic Signals, Parking Lot, and Associated Improvements  
El Cerrito Community  
PROJECT No. B7-0767**

**Advertised: January 15, 2013 (Agenda Item: 3.14)  
Addenda: One (1/14/2013), and Two (1/30/2013)  
Bids Open: 2 pm Date: Wednesday, February 6, 2013**

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
25	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	2,495	1.50	3,742.50	1.50	3,742.50
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	800	4.50	3,600.00	4.50	3,600.00
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,000	0.58	3,480.00	0.57	3,420.00
28	150740	REMOVE SIGN	EA	15	42.00	630.00	41.00	615.00
29	066148	RELOCATE SIGNS	EA	8	184.00	1,472.00	180.00	1,440.00
30	566011	ROADSIDE SIGN - ONE POST	EA	17	273.00	4,641.00	270.00	4,590.00
31	820107	DELINEATOR (CLASS 1)	EA	4	63.00	252.00	62.00	248.00
32	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	2	142.00	284.00	140.00	280.00
33	850102	PAVEMENT MARKER (REFLECTIVE)	EA	290	4.20	1,218.00	4.20	1,218.00
34	842000	PARKING BUMPER (PRECAST CONCRETE)	EA	8	53.00	424.00	52.00	416.00
35	869050	GUARD POST	EA	4	570.00	2,280.00	400.00	1,600.00
36	150608	REMOVE CHAIN LINK FENCE	LF	180	9.75	1,755.00	11.00	1,980.00
37	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	100	30.00	3,000.00	33.00	3,300.00
38	205062	ROOT BARRIER	LF	100	63.00	6,300.00	35.00	3,500.00
39	000003	ONSITE WASTEWATER TREATMENT SYSTEM	LS	1	28,500.00	28,500.00	31,000.00	31,000.00
40	000003	MISCELLANEOUS DIRECTED WORK	FA	1	30,000.00	30,000.00	30,000.00	30,000.00
41	019901	DE-MOBILIZATION	LS	1	22,000.00	22,000.00	22,000.00	22,000.00
42	000003	CROSSING GUARDS	FA	1	5,000.00	5,000.00	5,000.00	5,000.00

<b>Project Total</b>						<b>544,140.00</b>		<b>589,649.50</b>
<b>Items 1-42</b>								

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Ontario Avenue / Temescal Canyon Road and  
El Cerrito Road / Minnesota Road  
Construction of Traffic Signals, Parking Lot, and Associated Improvements  
El Cerrito Community  
PROJECT No. B7-0767**

**Advertised: January 15, 2013 (Agenda Item: 3.14)  
Addenda: One (1/14/2013), and Two (1/30/2013)  
Bids Open: 2 pm Date: Wednesday, February 6, 2013**

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	1,100.00	1,100.00	1,000.00	1,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,200.00	2,200.00	6,000.00	6,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	11,000.00	11,000.00	45,189.00	45,189.00
4	160101	CLEARING AND GRUBBING	LS	1	11,000.00	11,000.00	10,000.00	10,000.00
5	160120	REMOVE TREE	EA	18	660.00	11,880.00	1,000.00	18,000.00
6	190101	ROADWAY EXCAVATION	CY	575	72.00	41,400.00	95.00	54,625.00
7	260201	CLASS 2 AGGREGATE BASE	CY	380	66.00	25,080.00	50.00	19,000.00
8	390130	HOT MIX ASPHALT (TYPE A)	TON	570	127.00	72,390.00	130.00	74,100.00
9	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT (-17')	SQYD	490	10.00	4,900.00	14.00	6,860.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	35	22.00	770.00	44.00	1,540.00
11	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	45	28.00	1,260.00	34.00	1,530.00
12	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	6,050.00	6,050.00	2,400.00	2,400.00
13	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	4	3,850.00	15,400.00	2,400.00	9,600.00
14	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	400	7.00	2,800.00	9.00	3,600.00
15	000003	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	SQFT	2,350	8.00	18,800.00	8.00	18,800.00
16	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	440	22.00	9,680.00	18.00	7,920.00
17	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	590	20.00	11,800.00	14.50	8,555.00
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	680	5.00	3,400.00	5.50	3,740.00
19	000003	MINOR CONCRETE (BUS STOP PAD)	SQFT	540	5.00	2,700.00	11.00	5,940.00
20	731535	MINOR CONCRETE (BUS TURNOUT) (CRS 814)	SQFT	765	16.00	12,240.00	17.00	13,005.00
21	731519	MINOR CONCRETE (STAMPED CONCRETE)	SQFT	300	9.00	2,700.00	17.00	5,100.00
22	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	1	4,000.00	4,000.00	4,300.00	4,300.00
23	152394	RELOCATE SIGN STRUCTURE	EA	1	5,000.00	5,000.00	16,300.00	16,300.00
24	860201	SIGNAL AND LIGHTING	LS	1	238,000.00	238,000.00	205,000.00	205,000.00

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Ontario Avenue / Temescal Canyon Road and  
El Cerrito Road / Minnesota Road  
Construction of Traffic Signals, Parking Lot, and Associated Improvements  
El Cerrito Community  
PROJECT No. B7-0767**

**Advertised: January 15, 2013 (Agenda Item: 3.14)  
Addenda: One (1/14/2013), and Two (1/30/2013)  
Bids Open: 2 pm Date: Wednesday, February 6, 2013**

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
25	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	2,495	2.00	4,990.00	2.00	4,990.00
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	800	4.70	3,760.00	4.60	3,680.00
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,000	0.65	3,900.00	0.60	3,600.00
28	150740	REMOVE SIGN	EA	15	44.00	660.00	27.00	405.00
29	066148	RELOCATE SIGNS	EA	8	193.00	1,544.00	187.00	1,496.00
30	566011	ROADSIDE SIGN - ONE POST	EA	17	286.00	4,862.00	280.00	4,760.00
31	820107	DELINEATOR (CLASS 1)	EA	4	66.00	264.00	64.00	256.00
32	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	2	149.00	298.00	143.00	286.00
33	850102	PAVEMENT MARKER (REFLECTIVE)	EA	290	5.00	1,450.00	4.50	1,305.00
34	842000	PARKING BUMPER (PRECAST CONCRETE)	EA	8	50.00	400.00	54.00	432.00
35	869050	GUARD POST	EA	4	600.00	2,400.00	650.00	2,600.00
36	150608	REMOVE CHAIN LINK FENCE	LF	180	17.00	3,060.00	2.70	486.00
37	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	100	58.00	5,800.00	53.00	5,300.00
38	205062	ROOT BARRIER	LF	100	77.00	7,700.00	13.00	1,300.00
39	000003	ONSITE WASTEWATER TREATMENT SYSTEM	LS	1	19,000.00	19,000.00	28,000.00	28,000.00
40	000003	MISCELLANEOUS DIRECTED WORK	FA	1	30,000.00	30,000.00	30,000.00	30,000.00
41	019901	DE-MOBILIZATION	LS	1	22,000.00	22,000.00	22,000.00	22,000.00
42	000003	CROSSING GUARDS	FA	1	5,000.00	5,000.00	5,000.00	5,000.00

**PTM General Engineering Service  
Riverside, CA 92504**

**Cooley Construction, Inc.  
Hesperia, CA 92340**

<b>Project Total Items 1-42</b>						<b>632,638.00</b>		<b>658,000.00</b>
-------------------------------------	--	--	--	--	--	-------------------	--	-------------------

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Ontario Avenue / Temescal Canyon Road and  
El Cerrito Road / Minnesota Road  
Construction of Traffic Signals, Parking Lot, and Associated Improvements  
El Cerrito Community  
PROJECT No. B7-0767**

**Advertised: January 15, 2013 (Agenda Item: 3.14)  
Addenda: One (1/14/2013), and Two (1/30/2013)  
Bids Open: 2 pm Date: Wednesday, February 6, 2013**

BASE BID		6		Sully-Miller Contracting Co. Brea, CA 92821		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	14,876.00	14,876.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,791.00	2,791.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	31,750.00	31,750.00
4	160101	CLEARING AND GRUBBING	LS	1	14,834.00	14,834.00
5	160120	REMOVE TREE	EA	18	529.00	9,522.00
6	190101	ROADWAY EXCAVATION	CY	575	60.00	34,500.00
7	260201	CLASS 2 AGGREGATE BASE	CY	380	47.70	18,126.00
8	390130	HOT MIX ASPHALT (TYPE A)	TON	570	127.90	72,903.00
9	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT (.17')	SQYD	490	17.50	8,575.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	35	30.00	1,050.00
11	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	45	31.40	1,413.00
12	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	2,151.00	2,151.00
13	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	4	2,035.00	8,140.00
14	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	400	7.21	2,884.00
15	000003	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	SQFT	2,350	7.70	18,095.00
16	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	440	20.60	9,064.00
17	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	590	13.40	7,906.00
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	680	4.65	3,162.00
19	000003	MINOR CONCRETE (BUS STOP PAD)	SQFT	540	11.60	6,264.00
20	731535	MINOR CONCRETE (BUS TURNOUT) (CRS 814)	SQFT	765	11.60	8,874.00
21	731519	MINOR CONCRETE (STAMPED CONCRETE)	SQFT	300	25.58	7,674.00
22	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	1	7,907.00	7,907.00
23	152394	RELOCATE SIGN STRUCTURE	EA	1	3,642.00	3,642.00
24	860201	SIGNAL AND LIGHTING	LS	1	228,415.00	228,415.00

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Ontario Avenue / Temescal Canyon Road and  
El Cerrito Road / Minnesota Road  
Construction of Traffic Signals, Parking Lot, and Associated Improvements  
El Cerrito Community  
PROJECT No. B7-0767**

**Advertised: January 15, 2013 (Agenda Item: 3.14)  
Addenda: One (1/14/2013), and Two (1/30/2013)  
Bids Open: 2 pm Date: Wednesday, February 6, 2013**

BASE BID		6			Sully-Miller Contracting Co. Brea, CA 92821	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
25	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	2,495	2.40	5,988.00
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	800	5.25	4,200.00
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,000	0.65	3,900.00
28	150740	REMOVE SIGN	EA	15	132.00	1,980.00
29	066148	RELOCATE SIGNS	EA	8	198.00	1,584.00
30	566011	ROADSIDE SIGN - ONE POST	EA	17	295.00	5,015.00
31	820107	DELINEATOR (CLASS 1)	EA	4	66.00	264.00
32	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	2	162.00	324.00
33	850102	PAVEMENT MARKER (REFLECTIVE)	EA	290	4.60	1,334.00
34	842000	PARKING BUMPER (PRECAST CONCRETE)	EA	8	65.00	520.00
35	869050	GUARD POST	EA	4	977.00	3,908.00
36	150608	REMOVE CHAIN LINK FENCE	LF	180	8.10	1,458.00
37	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	100	56.97	5,697.00
38	205062	ROOT BARRIER	LF	100	79.07	7,907.00
39	000003	ONSITE WASTEWATER TREATMENT SYSTEM	LS	1	106,740.00	106,740.00
40	000003	MISCELLANEOUS DIRECTED WORK	FA	1	30,000.00	30,000.00
41	019901	DE-MOBILIZATION	LS	1	22,000.00	22,000.00
42	000003	CROSSING GUARDS	FA	1	5,000.00	5,000.00

<b>Project Total</b>						<b>732,337.00</b>
<b>Items 1-42</b>						



# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.  
Director of Transportation

## Transportation Department

### ADDENDUM NUMBER 1 Dated January 14, 2013

to the  
Specifications and Contract Documents  
for the construction of

Ontario Avenue / Temescal Canyon Road and  
El Cerrito Road / Minnesota Road  
Construction of Traffic Signals, Parking Lot, and Associated Improvements  
El Cerrito Community

Project No. B7-0767

**Bids Due:** **Wednesday, February 06, 2013; 2:00 PM**  
**14<sup>th</sup> Street Transportation Annex**  
**3525 14<sup>th</sup> Street; Riverside, CA 92501**  
**( 951 ) 955-6780**

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Proposal. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

[http://www.rctlma.org/trans/con\\_bid\\_advertisements.html](http://www.rctlma.org/trans/con_bid_advertisements.html)

#### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

**Item 1: Revised Proposal.**

Refer to section "Proposal" pages B3 – B4. Proposal pages B3 through B4 are deleted and replaced with "Revised Proposal" attached herewith as Attachment "A" pages 1 through 2. The following revision has been made to the Proposal base schedule:

- a. The following bid item has been added:
  - Item 42, "CROSSING GUARDS"

ADDENDUM No. 1, Page 1 of 7

**Item 2: Working Days.**

Refer to section "Liquidated Damages" on page 51. Delete and replace the first sentence with the following:

The Contractor shall diligently prosecute the work to completion before the expiration of 50 working days from the date stated in the "Notice to Proceed".

**Item 3: Additional Liquidated Damages.**

Refer to section entitled "Liquidated Damages" on page 51. The following special provision for "Liquidated Damages" is added and made part here of:

The Contractor shall complete all the improvements on Ontario Avenue/Temescal Canyon Road and El Cerrito Road/Minnesota Road prior to August 1<sup>st</sup>, 2013, with additional liquidated damages of \$5,000.00 per calendar day, for each and every calendar day's delay in finishing the work beyond August 1<sup>st</sup>, 2013.

**Item 4: Order of Work, First Order of Work.**

Refer to section entitled "Order of Work" on page 52. The following special provision for "Order of Work" is added and made part here of:

Prior to initiating construction activities at the intersection of Ontario Avenue and El Cerrito Road, the Contractor shall begin the improvements at the intersection of Temescal Canyon Road and Minnesota Road as the first order of work including the installation of onsite wastewater treatment system and construction of parking lot improvements on private property located at the southeast corner of the intersection.

Construction at the intersection of Ontario Avenue and El Cerrito Road shall be limited while school is in session to minimize any interference with school traffic as directed by the Engineer. The last day of school at El Cerrito Middle School adjacent to the project will be May 30, 2013 and will resume August 1<sup>st</sup>, 2013.

**Item 5: Lane Closures.**

Refer to sections entitled "Traffic Control System" and "Maintaining Traffic" on pages 53 through 56. The following special provision pertaining to "Lane Closures" is added and made part here of:

Construction activities at the intersections of Ontario Avenue and El Cerrito Road, and Temescal Canyon Road and Minnesota Road that will require lane closures prior to June 1<sup>st</sup>, 2013 will not be allowed.

**Item 6: School Traffic Clarification.**

It is anticipated that schools adjacent to the project will have hours between 7:45 a.m. and 2:10 p.m. If necessary, as directed by the Resident Engineer, the Contractor will be required to stop work before and/or after school hours to minimize any interference with school traffic.

**Item 7: Crossing Guards.**

The following special provision for "Crossing Guards" is added and made part here of:

The Contractor shall provide crossing guards, if determined necessary by the Resident Engineer, at school crosswalks located at the intersections of Ontario Avenue and Rudell Road, and at Ontario Avenue and El Cerrito Road when schoolchildren are normally going to or from school and at other times as may be necessary.

The Crossing Guard shall control and direct the movements of both pedestrians and vehicular traffic so as to best protect and safeguard the lives and well-being of the schoolchildren as they go to and from school.

**Method of Payment:**

Full compensation for implementing "Crossing Guards" shall be made on a force account basis, in accordance with Section 9-1.03 of the Standard Specifications. The total accumulated costs for Crossing Guards shall not exceed the amount specified in the contract bid item, unless otherwise increased by change order.

**Item 8: Signal and Lighting, Service.**

Refer to subsection "Service" on pages 99 through 100.

Delete the following circuit breaker on page 99:

- 1 – 15 Amp 1 pole (for video detection cameras)

Delete the GFCI outlet sentence on page 100 and replace it with the following:

A GFCI outlet shall be installed on the interior side of service cabinet door.

**Item 9: Signal and Lighting, Video Detection, Cabling and Cable Connections.**

Refer to subsection "Cabling and Cable Connections" on page 117. The following special provision for "Cabling and Cable Connections" is added after the last paragraph and made part here of:

This equipment shall be installed, including termination of all necessary wiring, per the video detection manufacturer requirements for the intended use.



This addendum has been prepared under the direction of the following registered Civil Engineer(s):



---

Dowling Tsai, P.E.



**Concurrence:**



---

1/14/13

Khalid Nasim, P.E.  
Engineering Division Manager

**Acknowledged:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Contractor)

JRJ:jjr

**ATTACHMENTS**

**A – Revised Proposal**

ONTARIO AVENUE / TEMESCAL CANYON ROAD  
AND  
EL CERRITO ROAD / MINNESOTA ROAD

CONSTRUCTION OF TRAFFIC SIGNALS, PARKING LOT, AND ASSOCIATED IMPROVEMENTS  
EL CERRITO COMMUNITY

PROJECT NO. B7-0767  
REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	160101	CLEARING AND GRUBBING	LS	1		
5	160120	REMOVE TREE	EA	18		
6	190101	ROADWAY EXCAVATION	CY	575		
7	260201	CLASS 2 AGGREGATE BASE	CY	380		
8	390130	HOT MIX ASPHALT (TYPE A)	TON	570		
9	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT (.17")	SQYD	490		
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	35		
11	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	45		
12	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1		
13	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	4		
14	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	400		
15	000003	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	SQFT	2,350		
16	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	440		
17	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	590		
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	680		
19	000003	MINOR CONCRETE (BUS STOP PAD)	SQFT	540		
20	731535	MINOR CONCRETE (BUS TURNOUT) (CRS 814)	SQFT	765		
21	731519	MINOR CONCRETE (STAMPED CONCRETE)	SQFT	300		
22	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	1		
23	152394	RELOCATE SIGN STRUCTURE	EA	1		
24	860201	SIGNAL AND LIGHTING	LS	1		
25	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	2,495		
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	800		
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,000		

ADDENDUM No. 1, Page 6 of 7

**REVISED PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
28	150740	REMOVE SIGN	EA	15		
29	066148	RELOCATE SIGNS	EA	8		
30	566011	ROADSIDE SIGN - ONE POST	EA	17		
31	820107	DELINEATOR (CLASS 1)	EA	4		
32	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	2		
33	850102	PAVEMENT MARKER (REFLECTIVE)	EA	290		
34	842000	PARKING BUMPER (PRECAST CONCRETE)	EA	8		
35	869050	GUARD POST	EA	4		
36	150608	REMOVE CHAIN LINK FENCE	LF	180		
37	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	100		
38	205062	ROOT BARRIER	LF	100		
39	000003	ONSITE WASTEWATER TREATMENT SYSTEM	LS	1		
40	000003	MISCELLANEOUS DIRECTED WORK	FA	1	30,000.00	30,000.00
41	019901	DE-MOBILIZATION	LS	1	22,000.00	22,000.00
42	000003	CROSSING GUARDS	FA	1	5,000.00	5,000.00

PROJECT TOTAL: \_\_\_\_\_ \$

ITEMS 1-42 "WORDS"

ADDENDUM No. 1, Page 7 of 7



# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.  
Director of Transportation

## Transportation Department

### ADDENDUM NUMBER 2 Dated January 30, 2013

to the  
Specifications and Contract Documents  
for the construction of

Ontario Avenue / Temescal Canyon Road and  
El Cerrito Road / Minnesota Road  
Construction of Traffic Signals, Parking Lot, and Associated Improvements  
El Cerrito Community

Project No. B7-0767

**Bids Due:** **Wednesday, February 06, 2013; 2:00 PM**  
**14<sup>th</sup> Street Transportation Annex**  
**3525 14<sup>th</sup> Street; Riverside, CA 92501**  
**( 951 ) 955-6780**

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Proposal. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

[http://www.rctlma.org/trans/con\\_bid\\_advertisements.html](http://www.rctlma.org/trans/con_bid_advertisements.html)

### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

**Item 1: Liquidated Damages**

Refer to section "Liquidated Damages" on page 51. Delete the second paragraph and traffic signal equipment listed (five items); the Contractor shall note that this paragraph is also found on sub-section "Equipment Orders" on page 94 which is amended hereby on Item 2 of this Addendum No. 2. Replace the deleted paragraph on page 51 with the following paragraph:

In addition to the liquidated damages set forth above, refer to Special Provisions Section "Signal and Lighting" subsection "Equipment Orders".

ADDENDUM No. 2, Page 1 of 6

**Item 2: Equipment Orders**

Refer to sub-section "Equipment Orders" on page 94. Delete the second and third paragraphs of "Equipment Orders" sub-section and replace with the following special provisions:

**Submittals and issuance of Notice to Proceed**

Within twenty one (21) calendar days after the award of the contract, the Contractor shall submit equipment and materials submittals to the Engineer for review and approval. The Contractor shall allow fourteen (14) calendar days for the Engineer to review the equipment and materials submittals. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the equipment and materials submittals within seven (7) calendar days of receipt of the Engineer's comments and shall allow seven (7) working days for the Engineer to review the revisions. Once the submittals are approved by the Engineer, the Contractor must order equipment and materials and then submit a copy of each vendor Equipment and Material Purchase Order within (7) calendar days to the Engineer.

The Contractor must have copies of approved Equipment and Material submittal(s) and Purchase Order(s) prior to the coordination and issuance of the Notice to Proceed. Delay in equipment delivery shall not be considered as justification for the suspension of the construction contract.

**Additional Liquidated Damages**

In addition to the liquidated damages set forth in Special Provision section "Liquidated Damages" of these contract documents, the Contractor shall pay to the County of Riverside the sum of **\$800.00** per day for each and every calendar day delay in receiving all of the below listed equipment furnished by the Contractor, onto the job site or the Contractor's storage facility, and available for installation, within sixty (60) calendar days of the contract award date:

1. Traffic Signal Controller Assemblies
2. Service Equipment Enclosures
3. Traffic Signal and Pedestrian Signal Heads
4. LED Modules
5. Edge-Lit Internally Illuminated Street Name Signs and Mounting Brackets

**Item 3: Video Detection**

Refer to sub-section "Video Detection" on page 111. Delete the first paragraph of "Video Detection" sub-section and replace with the following:

The Contractor shall furnish and install video detection cameras (VCD), video detection processors (VDP), extension modules (EM), access module (AM), an industry standard 3-button USB mouse, a drawer mounted 17 inch LCD monitor, surge suppressors, and all necessary cabling and auxiliary equipment to make the video detection systems fully functional for the intended operation. The Contractor shall furnish a spare VCD, a spare FM, and a spare VDP to the Engineer.

**MODIFICATIONS / CLARIFICATIONS TO THE PLANS:**

**Item 4: Sign Relocation Detail**

Refer to plans sheet L3 (sheet 4 of 7). Delete the Alberto's Sign Relocation Detail and replace with revised Alberto's Sign Relocation Detail attached herewith as **Attachment "A"**.

Addendum No. 2  
Ontario Avenue / Temescal Canyon Road and El Cerrito Road / Minnesota Road  
Construction of Traffic Signals, Parking Lot, and Associated Improvements  
El Cerrito Community, Project No. B7-0767  
January 30, 2013  
Page 4 of 5

---

This addendum has been prepared under the direction of the following registered Civil Engineer(s):

  
\_\_\_\_\_  
Dowling Tsai, P.E.



**Concurrence:**

 1/30/13  
\_\_\_\_\_  
Khalid Nasim, P.E.  
Engineering Division Manager

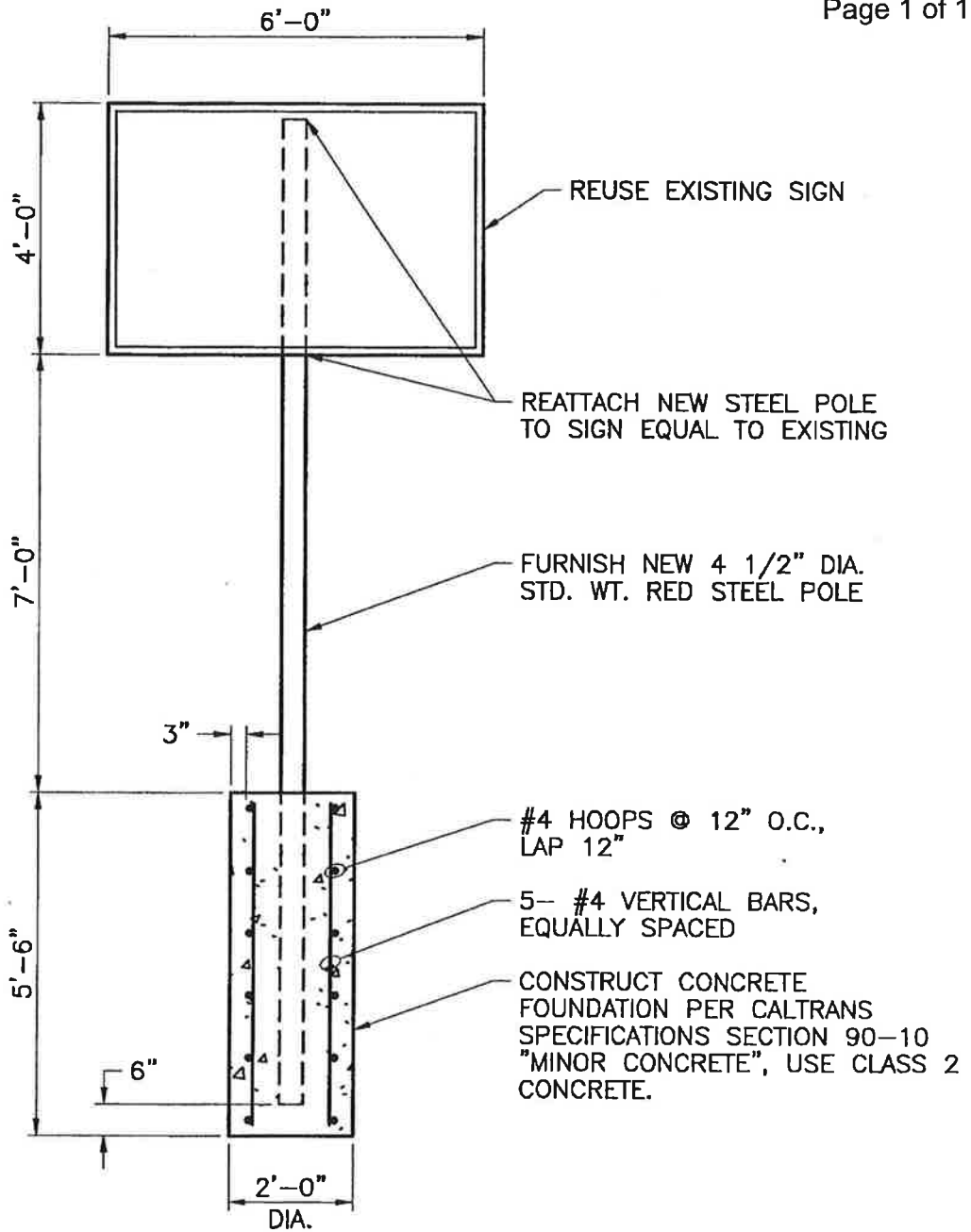
**Acknowledged:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Contractor)

JRJ:jj:rr



**ATTACHMENTS**

**A – Alberto’s Sign Relocation Detail**



ADDENDUM No. 2, Page 6 of 6

966-1F.1.DWG

**KRIEGER**  
**STEWART** INCORPORATED  
 3602 University Ave. • Riverside, CA. 92501 • 951-684-6900

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
 EL CERRITO ROAD AND TEMESCAL CANYON ROAD PROJECT  
**ALBERTO'S SIGN RELOCATION  
 DETAIL**

FIGURE

**1**

SCALE: N.T.S.      DATE: 01/17/13      DRAWN BY: TMW      CHECKED BY: PMW      W.O.: 966-1

OF 1

## AGREEMENT

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **Superior Paving Company, Inc. dba United Paving Company** hereafter called "Contractor".

## W I T N E S S E T H

### RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Ontario Avenue/ Temescal Canyon Road and El Cerrito Road/Minnesota Road, Construction of Traffic Signals, Parking Lot, and Associated Improvements, Project No. B7-0767**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

### AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda No. **one and two**. (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of his intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by him in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by him at his own risk and as a volunteer and subject to the following:

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
  - (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
  - (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".
4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

**Ontario Avenue/ Temescal Canyon Road  
and El Cerrito Road/ Minnesota Road  
Construction of Traffic Signals, Parking Lot and Associated Improvements**

**Project No. B7-0767**

**AGREEMENT**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID:</b>						
1	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	4,000.00	4,000.00
4	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00
5	160120	REMOVE TREE	EA	18	440.00	7,920.00
6	190101	ROADWAY EXCAVATION	CY	575	45.80	26,335.00
7	260201	CLASS 2 AGGREGATE BASE	CY	380	44.20	16,796.00
8	390130	HOT MIX ASPHALT (TYPE A)	TON	570	107.80	61,446.00
9	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT (.17')	SQYD	490	12.80	6,272.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	35	23.00	805.00
11	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	45	23.00	1,035.00
12	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	2,310.00	2,310.00
13	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	4	1,980.00	7,920.00
14	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	400	3.85	1,540.00
15	000003	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	SQFT	2,350	3.90	9,165.00
16	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	440	17.60	7,744.00

**AGREEMENT (Continued)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID:</b>						
17	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	590	15.40	9,086.00
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	680	3.30	2,244.00
19	000003	MINOR CONCRETE (BUS STOP PAD)	SQFT	540	8.80	4,752.00
20	731535	MINOR CONCRETE (BUS TURNOUT) (CRS 814)	SQFT	765	8.80	6,732.00
21	731519	MINOR CONCRETE (STAMPED CONCRETE)	SQFT	300	13.20	3,960.00
22	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	1	5,720.00	5,720.00
23	152394	RELOCATE SIGN STRUCTURE	EA	1	3,520.00	3,520.00
24	860201	SIGNAL AND LIGHTING	LS	1	194,000.00	194,000.00
25	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	2,495	1.56	3,892.20
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	800	4.76	3,808.00
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,000	0.61	3,660.00
28	150740	REMOVE SIGN	EA	15	44.80	672.00
29	066148	RELOCATE SIGNS	EA	8	196.00	1,568.00
30	566011	ROADSIDE SIGN - ONE POST	EA	17	291.00	4,947.00
31	820107	DELINEATOR (CLASS 1)	EA	4	67.00	268.00
32	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	2	151.00	302.00
33	850102	PAVEMENT MARKER (REFLECTIVE)	EA	290	4.50	1,305.00
34	842000	PARKING BUMPER (PRECAST CONCRETE)	EA	8	32.00	256.00
35	869050	GUARD POST	EA	4	380.00	1,520.00

**AGREEMENT (Continued)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID:</b>						
36	150608	REMOVE CHAIN LINK FENCE	LF	180	13.20	2,376.00
37	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	100	60.50	6,050.00
38	205062	ROOT BARRIER	LF	100	35.20	3,520.00
39	000003	ONSITE WASTEWATER TREATMENT SYSTEM	LS	1	45,500.00	45,500.00
40	000003	MISCELLANEOUS DIRECTED WORK	FA	1	30,000.00	30,000.00
41	019901	DE-MOBILIZATION	LS	1	22,000.00	22,000.00
42	000003	CROSSING GUARDS	FA	1	5,000.00	5,000.00

PROJECT

TOTAL: Five hundred twenty two thousand, nine hundred forty six dollars and twenty cents     **\$522,946.20**

ITEMS 1-42

"WORDS"

**Ontario Avenue/ Temescal Canyon Road  
and El Cerrito Road/ Minnesota Road  
Construction of Traffic Signals, Parking Lot and Associated Improvements**

**Project No. B7-0767**

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date set forth below.

COUNTY OF RIVERSIDE

**Superior Paving Company, Inc.  
dba United Paving Company**

BY \_\_\_\_\_  
Chairman, Board of Supervisors

BY \_\_\_\_\_  


Dated \_\_\_\_\_

TITLE: Sabas Tinjillo, President  
(If Corporation, Affix Seal)

ATTEST:  
Kecia Harper-Ihem, Clerk of the Board

ATTEST:  


BY \_\_\_\_\_  
Deputy

TITLE: Elena Ortiz, Public Works Assistant

Licensed in accordance with an act providing for the registration of Contractors,

License No. 471664, Class A, C-12  
865828

Federal Employer Identification Number:

20-1940280

FORM APPROVED COUNTY COUNSEL  
BY: Marsha L. Victor 5/20/13  
MARSHA L. VICTOR DATE

BY \_\_\_\_\_  
"County"  
(Seal)

\_\_\_\_\_  
"Corporation"  
(Seal)



2787200

ENDORSED FILED  
in the office of the Secretary of State  
of the State of California

OCT 25 2004

KEVIN SHELLEY  
Secretary of State

ARTICLES OF INCORPORATION

OF

Superior Paving Company, Inc.

COPY

ONE: The name of this corporation is Superior Paving Company, Inc.

TWO: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The name and address in this state of the corporation's initial agent for service of process is: DAVID A. WIDERMAN, 250 N. GOLDEN CIRCLE, STE. 109, SANTA ANA, CA 92705.

FOUR: This corporation is authorized to issue only one class of shares of stock which shall be designated common stock. The total number of shares it is authorized to issue is 25,000 shares.

FIVE: The names and addresses of the persons who are appointed to act as the initial directors of this corporation are:


Name	Address
Sabas Trujillo	2311 Red Cloud Court, Norco, CA 92860

SIX: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SEVEN: The corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.


IN WITNESS WHEREOF, the undersigned, being all the persons named above as the initial directors, have executed these Articles of Incorporation.

Dated: October 21, 2004

  
\_\_\_\_\_  
Sabas Trujillo

The undersigned, being all the persons named above as the initial directors, declare that they are the persons who executed the foregoing Articles of Incorporation, which instrument is their act and deed.

Dated: October 21, 2004

  
\_\_\_\_\_  
Sabas Trujillo



COPY

**PERFORMANCE BOND**

**Recitals:**

1. **Superior Paving Company, Inc. dba United Paving Company** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Ontario Avenue/ Temescal Canyon Road and El Cerrito Road/Minnesota Road, Construction of Traffic Signals, Parking Lot, and Associated Improvements, Project No. B7-0767**
2. Merchants Bonding Company (Mutual), a Iowa corporation (Surety), is the Surety under this Bond.

**Agreement:**

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$ 522,946.20 (Five hundred twenty two thousand, nine hundred forty six dollars and twenty cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of February 25, 2013

Superior Paving Company, Inc. dba United Paving Co.

By [Signature], Sabas Trujillo  
President

By [Signature], Sabas Trujillo  
President

Title \_\_\_\_\_  
"Contractor"

(Corporate Seal)

Merchants Bonding Company (Mutual)

By [Signature]

Type Name Stephanie Hoang  
Its Attorney in Fact  
"Surety"

(Corporate Seal)

**NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 2/25/13 before me, Irene Luong, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephanie Hoang  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature [Signature]  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Hoang

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Riverside }

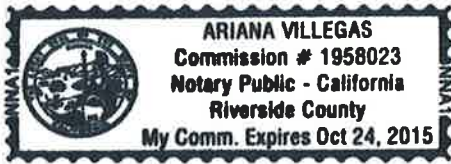
On 2/25/13 before me, Ariana Villegas, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Sabias Trujillo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: Ariana Villegas  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



## Company Profile

### MERCHANTS BONDING COMPANY (MUTUAL)

2100 FLEUR DRIVE  
DES MOINES, IA 50321-1158  
800-678-8171

**Agent for Service of Process**

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N  
SACRAMENTO, CA 95833-3505

Unable to Locate the Agent for Service of Process?

---

#### Reference Information

NAIC #:	14494
NAIC Group #:	<u>3479</u>
California Company ID #:	2482-8
Date authorized in California:	January 27, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	IOWA

---

#### Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

LIABILITY  
MISCELLANEOUS  
SURETY

---

#### Company Complaint Information

Company Enforcement Action Documents  
Company Performance & Comparison Data  
Composite Complaint Studies

---

#### Want More?

Help Me Find a Company Representative in My Area

---

Last Revised - November 10, 2012 10:58 AM  
Copyright © California Department of Insurance

Bond No. CAC710803  
Premium listed on performance bond  
Executed in two originals

### Payment Bond

(Public Work - Civil Code 9550 et seq.)

The makers of this Bond are Superior Paving Company, Inc. dba United Paving Company, as Principal and Original Contractor and Merchants Bonding Company (Mutual), a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$ 522,946.20 (Five hundred twenty two thousand, nine hundred forty six dollars and twenty cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Ontario Avenue/ Temescal Canyon Road and El Cerrito Road/Minnesota Road, Construction of Traffic Signals, Parking Lot, and Associated Improvements, Project No. B7-0767.


The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9564 and 9560 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: February 25, 2013

Superior Paving Company, Inc. dba United Paving Co.  
Original Contractor – Principal

Merchants Bonding Company (Mutual)  
Surety

By 

By   
Stephanie Hoang  
Its Attorney In Fact

Title Sabas Tinjillo, President  
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF See Attached }  
COUNTY OF \_\_\_\_\_ } ss. SURETY'S ACKNOWLEDGEMENT

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared, \_\_\_\_\_, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Notary Public (Seal)

**NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).**

**Payment Bond**

(Public Work - Civil Code 9550 et seq.)

The makers of this Bond are **Superior Paving Company, Inc. dba United Paving Company**, as Principal and Original Contractor and Merchants Bonding Company (Mutual), a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$ 522,946.20 (Five hundred twenty two thousand, nine hundred forty six dollars and twenty cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Ontario Avenue/ Temescal Canyon Road and El Cerrito Road/Minnesota Road, Construction of Traffic Signals, Parking Lot, and Associated Improvements, Project No. B7-0767.**

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9564 and 9560 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: February 25, 2013

Superior Paving Company, Inc. dba United Paving Co.  
Original Contractor – Principal

Merchants Bonding Company (Mutual)  
Surety

By 

By \_\_\_\_\_  
Stephanie Hoang  
Its Attorney In Fact

Title Sabas Tijillo, President  
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF See Attached  
COUNTY OF \_\_\_\_\_ }

ss. SURETY'S ACKNOWLEDGEMENT

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared, \_\_\_\_\_, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Notary Public (Seal)

**NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).**



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 2/25/13 before me, Irene Luong, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephanie Hoang  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Hoang

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

  
**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

**Eric Lowey; Mark Richardson; Shawn Blume; Stephanie Hoang**

of Costa Mesa and State of CA their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**SEVEN MILLION (\$7,000,000.00) DOLLARS**

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

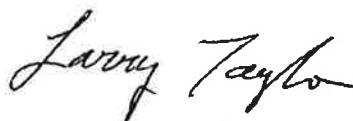
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of February, 2012.



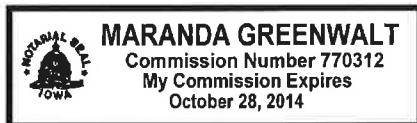
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By   
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 27th day of February, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of February, 2013.



  
Secretary



## Company Profile

### MERCHANTS BONDING COMPANY (MUTUAL)

2100 FLEUR DRIVE  
DES MOINES, IA 50321-1158  
800-678-8171

#### Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N  
SACRAMENTO, CA 95833-3505

Unable to Locate the Agent for Service of Process?

---

#### Reference Information

NAIC #:	14494
NAIC Group #:	<u>3479</u>
California Company ID #:	2482-8
Date authorized in California:	January 27, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	IOWA

---

#### Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

LIABILITY  
MISCELLANEOUS  
SURETY

---

#### Company Complaint Information

Company Enforcement Action Documents  
Company Performance & Comparison Data  
Composite Complaint Studies

---

#### Want More?

Help Me Find a Company Representative in My Area

---

Last Revised - November 10, 2012 10:58 AM  
Copyright © California Department of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Patriot Risk & Insurance Services 8105 Irvine Center Drive #400 Irvine, CA 92618  www.patrisk.com 0G55454	<b>CONTACT NAME:</b>	
	PHONE (A/C, No, Ext): (949) 486-7900	FAX (A/C, No): (949) 486-7950
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Valley Forge Insurance Company		20508
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**INSURED**  
 Superior Paving Company, Inc.,  
 DBA: United Paving Co.  
 14660 Industry Circle  
 La Mirada CA 90638

**COVERAGES**                      **CERTIFICATE NUMBER: 15582076**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		5086559766	6/28/2012	6/28/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5086559783 (Policy Follows Form Over GL/AU/WC Policies)	6/28/2012	6/28/2013	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Ontario Avenue/Temescal Canyon Road and El Cerrito Road/Minnesota Road Construction of Traffic Signals, Parking Lot and Associated Improvement Job #B7-0767. County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives are named as Additional Insured as respects to General Liability per endorsement attached where required by written contract. 30 days notice of cancellation, 10 days for non-payment of premium.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
County of Riverside Attn: Transportation Department 3525 14th Street Riverside CA 92501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Leonard E. Ziminsky

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS**  
**- WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE (OPTIONAL)**

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

- A. Section II - Who Is An Insured** is amended to include as an additional insured:
1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
  2. The particular person or organization, if any, scheduled above.
- B. The insurance provided to the additional insured is limited as follows:**
1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
    - a. Your acts or omissions; or
    - b. The acts or omissions of those acting on your behalf
 in the performance of your ongoing operations specified in the "written contract"; or
    - c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
      - (1) The "written contract" requires you to provide the additional insured such coverage; and
      - (2) This Coverage Part provides such coverage.
  2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:
    - a. Required by the "written contract";
    - b. Described in **B.1.** above; or
    - c. Afforded to you under this policy.
  3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
  4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:
    - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
      - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
      - (2) Supervisory, inspection, architectural or engineering activities; or
    - b. Any premises or work for which the additional insured is specifically listed as an



additional insured on another endorsement attached to this Coverage Part.

**C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
  - a. The "bodily injury" or "property damage"; or
  - b. The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.

*Ronald G. Jurek*  
3/1/13



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<b>DFI - DiGerolamo Family Insurance Services</b> 2027 Hamner Ave Norco, CA 92860 License #: 0D26889	CONTACT NAME: <b>Fran Thomas</b>	
		PHONE (A/C, No, Ext): <b>(951)735-5335</b>	FAX (A/C, No): <b>(951)893-2750</b>
		E-MAIL ADDRESS: <b>fran@dfiinsurance.com</b>	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: <b>GOLDEN EAGLE INSURANCE CORP.</b>	<b>10836</b>
INSURED	<b>Superior Paving Company, Inc</b> <b>DBA United Paving Company</b> 14660 Industry Cir La Mirada, CA 90638	INSURER B: <b>CASTLEPOINT NATIONAL INSURANCE COMPANY</b>	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 00011889-0

REVISION NUMBER: 568

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
<b>A</b>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	<b>Y N</b>	<b>BA8913452</b>	<b>06/28/2012</b>	<b>06/28/2013</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>B</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/N</b> <b>N</b> N/A	<b>WCP-BC11695-12</b>	<b>06/01/2012</b>	<b>06/01/2013</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**10 DAYS NOTICE WILL BE SENT FOR NON PAYMENT OF PREMIUM.**

**COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE NAMED AS ADDITIONAL INSURED. WAIVER OF SUBROGATION APPLIES TO WC. JOB: ASPHALT PAVING-ONTARIO AVENUE/TEMESCAL CANYON RAOD AND EL CERITO ROAD/MINNESOTA ROAD CONSTRUCTION OF TRAFFIC SIGNALS, PARKING LOT AND ASSOCIATED IMPROVEMENT ONTARIO AVENUE/TEMESCAL CANYON ROAD AND EL CERRITO ROAD/MINNESOTA ROAD, CORONA, CA**

**CERTIFICATE HOLDER****CANCELLATION**

<b>COUNTY OF RIVERSIDE</b> <b>TRANSPORTATION DEPARTMENT</b> <b>3525 14TH STREET</b> <b>RIVERSIDE, CA 92501</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (FHT)

© 1988-2010 ACORD CORPORATION. All rights reserved.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

Any Person/Organization That Requires Waiver by Contract

**Job Description**

Specified Work Performed by Written Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/01/12      Policy No. WCP BC 11695-12      Endorsement No.  
Policy Effective Date: 06/01/2012 to 06/01/2013      Premium \$  
Insured: United Paving Company (A Corp)  
DBA:  
Carrier Name / Code: CastlePoint National Insurance Company

Countersigned by



**COMMERCIAL AUTO GOLD ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

BUSINESS AUTO COVERAGE FORM

**SECTION II – LIABILITY COVERAGE****A. COVERAGE****1. WHO IS AN INSURED**

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

**2. COVERAGE EXTENSIONS****a. Supplementary Payments.**

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

Includes copyrighted material of Insurance Services Offices, Inc. with its permission

## SECTION III – PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.
- b. The most we will pay for "loss" in any one "accident" is the smallest of:
  - (1) \$50,000
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 6. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

#### 7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured – Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

### B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

#### D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

### SECTION IV. BUSINESS AUTO CONDITIONS

#### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

##### 2. Duties in The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

#### B. GENERAL CONDITIONS

9. is added

##### 9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

### COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

Includes copyrighted material of Insurance Services Offices, Inc. with its permission

GECA 701 (01/07)

INSURED COPY

Countersigned by

Page 3 of 3

## Company Profile

### VALLEY FORGE INSURANCE COMPANY

333 S. WABASH  
CHICAGO, IL 60604  
800-345-7542

#### Former Names for Company

**Old Name:** AMERICAN AVIATION & GENERAL INSURANCE COMPANY

**Effective Date:** 07-03-1957

#### Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES, CA 90017  
Unable to Locate the Agent for Service of Process?

---

#### Reference Information

NAIC #:	20508
NAIC Group #:	<u>0218</u>
California Company ID #:	1282-3
Date authorized in California:	September 27, 1944
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

---

#### Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT  
AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
CREDIT  
DISABILITY  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

---

#### Company Complaint Information

[Company Enforcement Action Documents](#)  
[Company Performance & Comparison Data](#)  
[Composite Complaint Studies](#)

---

#### Want More?

[Help Me Find a Company Representative in My Area](#)

## Company Profile

**GOLDEN EAGLE INSURANCE CORPORATION**  
175 BERKELEY STREET  
BOSTON, MA 02116  
800-688-8661

**Agent for Service of Process**  
KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA 95833-3505  
Unable to Locate the Agent for Service of Process?

---

### Reference Information

NAIC #:	10836
NAIC Group #:	<u>0111</u>
California Company ID #:	4453-7
Date authorized in California:	August 21, 1997
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

---

### Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT  
AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
CREDIT  
DISABILITY  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

---

### Company Complaint Information

[Company Enforcement Action Documents](#)  
[Company Performance & Comparison Data](#)  
[Composite Complaint Studies](#)

---

### Want More?

[Help Me Find a Company Representative in My Area](#)

---

Last Revised - November 10, 2012 10:58 AM  
Copyright © California Department of Insurance

## Company Profile

### CASTLEPOINT NATIONAL INSURANCE COMPANY

120 BROADWAY, 31ST FLOOR

NEW YORK, NY 10271

#### Former Names for Company

Old Name: SUA INSURANCE COMPANY

Effective Date: 04-01-2010

Old Name: POTOMAC INSURANCE COMPANY OF ILLINOIS

Effective Date: 05-06-2005

#### Agent for Service of Process

LINDA POE, 3 PARK PLAZA SUITE 300 IRVINE, CA 92614

Unable to Locate the Agent for Service of Process?

---

#### Reference Information

NAIC #:	40134
NAIC Group #:	<u>3703</u>
California Company ID #:	3064-3
Date authorized in California:	November 14, 1986
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

---

#### Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
WORKERS' COMPENSATION

---

#### Company Complaint Information

[Company Enforcement Action Documents](#)

[Company Performance & Comparison Data](#)

[Composite Complaint Studies](#)

---

#### Want More?

[Help Me Find a Company Representative in My Area](#)

---

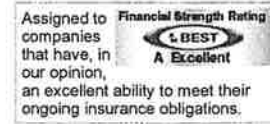
Last Revised - November 10, 2012 10:58 AM  
Copyright © California Department of Insurance

For ratings and product access [Login](#) | [Sign-up](#)

[Print this page](#) (?)

## Valley Forge Insurance Company

A.M. Best #: 002132 NAIC #: 20508 FEIN #: 231620527  
 Address: 333 South Wabash Avenue Floor 22  
 Chicago, IL 60604  
 United States  
 Web: [www.cna.com](http://www.cna.com)  
 Phone: 312-822-5000  
 Fax: 312-822-6419



Based on A.M. Best's analysis, 050177 - Loews Corporation is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

View all of the [companies](#) assigned this rating as a part of an [AMB Rating Unit](#).

Financial Strength Rating	View Definition
<b>Rating:</b>	A (Excellent)
<b>Financial Size Category:</b>	XV (\$2 Billion or greater)
<b>Outlook:</b>	Stable
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	January 11, 2013
u Denotes Under Review <a href="#">Best's Rating</a>	

### Best's Credit Rating Analyst

Office: A.M. Best Company, Oldwick NJ  
 Senior Financial Analyst: Brian O'Larte  
 Managing Senior Financial Analyst: Jennifer Marshall, CPCU, ARM

### Issuer Credit Rating View Definition

<b>Long-Term:</b>	a
<b>Outlook:</b>	Stable
<b>Action:</b>	Affirmed
<b>Date:</b>	January 11, 2013

### Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.

**AMB Credit Report - Insurance Professional** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.  
 Report Revision Date: 1/28/2013 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).

**Best's Key Rating Guide Presentation Report** - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

### Financial and Analytical Products

- [Best's Key Rating Guide - P/C, US & Canada](#)
- [Best's Statement File - P/C, US](#)
- [Best's Statement File - Global](#)
- [Best's Insurance Reports - P/C, US & Canada](#)
- [Best's State Line - P/C, US](#)
- [Best's Executive Summary Report - Comparison - Property/Casualty](#)
- [Best's Executive Summary Report - Composite - Property/Casualty](#)
- [Best's Regulatory Center](#)
- [Best's Insurance Expense Exhibit \(IEE\) - P/C, US](#)
- [Best's Schedule F \(Reinsurance\) - P/C, US](#)
- [Best's Schedule D \(Municipal Bonds\) - US](#)
- [Best's Corporate Changes and Retirements - P/C, US/CN](#)
- [Best's Regulatory Center Market Share Reports](#)
- [Best's Schedule D \(Corporate Bonds\) - US](#)
- [Best's Insurance Reports - Online - P/C, US & Canada](#)
- [Best's Schedule DA \(Short Term Investments\) - P/C & L/H, US](#)

#### European Union Disclosures

A.M. Best Company and its subsidiaries are not registered as External Credit Assessment Institutions (ECAI) in the European Union (EU). Credit ratings issued by A.M. Best Company and its subsidiaries can not be used for regulatory purposes in the EU as per Directive 2006/46/EC.

#### Australian Disclosures

A.M. Best Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment/purchasing decisions. A.M. Best Asia-Pacific Ltd is registered as a Credit Rating Agency in Australia and holds a Financial Services Licence number 411055 under the Corporations Act of 2001.

A.M. Best Asia-Pacific Ltd credit ratings and any other related research are not intended for and must not be distributed to any person in Australia other than a wholesale client, as defined in the Corporations Act of 2001, Chapter 7. The A.M. Best websites are not intended for use by Australian users who are not defined as wholesale users.



For ratings and product access [Login](#) | [Sign-up](#)

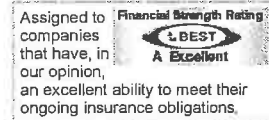
[Print this page](#) (2)

## Golden Eagle Insurance Corporation

A.M. Best #: 012076 NAIC #: 10836 FEIN #: 330763205

Address: 175 Berkeley Street  
Boston, MA 02117  
United States

Web: [www.lmac.com](http://www.lmac.com)  
Phone: 619-744-6000  
Fax: 619-744-6011



Based on A.M. Best's analysis, 051114 - [Liberty Mutual Holding Company Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

View all of the [companies](#) assigned this rating as a part of an **AMB Rating Unit**.

#### Financial Strength Rating [View Definition](#)

**Rating:** A (Excellent)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** July 26, 2012  
u Denotes [Under Review Best's Rating](#)

#### Best's Credit Rating Analyst

**Office:** A.M. Best Company, Oldwick NJ  
**Senior Financial Analyst:** W. Dolson Smith, Ph.D., CFA  
**Assistant Vice President:** Michael J. Lagomarsino, CFA

#### Issuer Credit Rating [View Definition](#)

**Long-Term:** a  
**Outlook:** Stable  
**Action:** Affirmed  
**Date:** July 26, 2012

### Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.



**AMB Credit Report - Insurance Professional** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 10/11/2012 (represents the latest significant change).



Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).



**Best's Key Rating Guide Presentation Report** - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

### Financial and Analytical Products

[Best's Key Rating Guide - P/C, US & Canada](#)

[Best's Statement File - P/C, US](#)

[Best's Statement File - Global](#)

[Best's Insurance Reports - P/C, US & Canada](#)

[Best's State Line - P/C, US](#)

[Best's Executive Summary Report - Comparison - Property/Casualty](#)

[Best's Executive Summary Report - Composite - Property/Casualty](#)

[Best's Regulatory Center](#)

[Best's Insurance Expense Exhibit \(IEE\) - P/C, US](#)

[Best's Schedule F \(Reinsurance\) - P/C, US](#)

[Best's Schedule D \(Municipal Bonds\) - US](#)

[Best's Regulatory Center Market Share Reports](#)

[Best's Schedule D - Hybrid - P/C & L/H, US](#)

[Best's Schedule D \(Corporate Bonds\) - US](#)

[Best's Insurance Reports - Online - P/C, US & Canada](#)

[Best's Schedule DA \(Short Term Investments\) - P/C & L/H, US](#)

#### European Union Disclosures

A.M. Best Company and its subsidiaries are not registered as External Credit Assessment Institutions (ECAI) in the European Union (EU). Credit ratings issued by A.M. Best Company and its subsidiaries can not be used for regulatory purposes in the EU as per Directive 2006/48/EC.

#### Australian Disclosures

A.M. Best Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment/purchasing decisions. A.M. Best Asia-Pacific Ltd is registered as a Credit Rating Agency in Australia and holds a Financial Services Licence number 411055 under the Corporations Act of 2001.

A.M. Best Asia-Pacific Ltd credit ratings and any other related research are not intended for and must not be distributed to any person in Australia other than a wholesale client, as defined in the Corporations Act of 2001, Chapter 7. The A.M. Best websites are not intended for use by Australian users who are not defined as wholesale users.

For ratings and product access [Login](#) | [Sign-up](#)

[Print this page](#) (?)

## CastlePoint National Insurance Company

A.M. Best #: 010109 NAIC #: 40134 FEIN #: 232182777

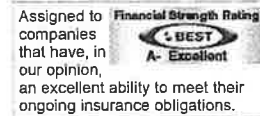
Address: 222 South Riverside Plaza Suite 1600

Chicago, IL 60606  
United States

Web: [www.tvrqp.com](http://www.tvrqp.com)

Phone: 312-277-1600

Fax: 312-277-1800



Based on A.M. Best's analysis, [051216 - Tower Group, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

View all of the [companies](#) assigned this rating as a part of an **AMB Rating Unit**.

#### Financial Strength Rating [View Definition](#)

**Rating:** A- (Excellent)  
**Financial Size:** X (\$500 Million to \$750 Million)  
**Category:**  
**Outlook:** Positive  
**Action:** Affirmed  
**Effective Date:** June 12, 2012  
u Denotes [Under Review Best's Rating](#)

#### Best's Credit Rating Analyst

**Office:** A.M. Best Company, Oldwick NJ  
**Financial Analyst:** Kenneth Monahan  
**Assistant Vice President:** Joseph M. Roethel

#### Issuer Credit Rating [View Definition](#)

**Long-Term:** a-  
**Outlook:** Positive  
**Action:** Affirmed  
**Date:** June 12, 2012

### Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.



**AMB Credit Report - Insurance Professional** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.  
Report Revision Date: 7/2/2012 (represents the latest significant change).



Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).



**Best's Key Rating Guide Presentation Report** - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

### Financial and Analytical Products

[Best's Key Rating Guide - P/C, US & Canada](#)

[Best's Statement File - P/C, US](#)

[Best's Statement File - Global](#)

[Best's Insurance Reports - P/C, US & Canada](#)

[Best's State Line - P/C, US](#)

[Best's Executive Summary Report - Comparison - Property/Casualty](#)

[Best's Executive Summary Report - Composite - Property/Casualty](#)

[Best's Regulatory Center](#)

[Best's Insurance Expense Exhibit \(IEE\) - P/C, US](#)

[Best's Schedule F \(Reinsurance\) - P/C, US](#)

[Best's Schedule D \(Municipal Bonds\) - US](#)

[Best's Schedule D \(Common Stocks\) - US](#)

[Best's Schedule D \(Preferred Stocks\) - US](#)

[Best's Corporate Changes and Retirements - P/C, US/CN](#)

[Best's Regulatory Center Market Share Reports](#)

[Best's Schedule D - Hybrid - P/C & L/H, US](#)

[Best's Schedule D \(Corporate Bonds\) - US](#)

[Best's Insurance Reports - Online - P/C, US & Canada](#)

[Best's Schedule DA \(Short Term Investments\) - P/C & L/H, US](#)

[Best's Schedule BA \(Other Long Term Investments\) - P/C & L/H, US](#)

#### European Union Disclosures

A.M. Best Company and its subsidiaries are not registered as External Credit Assessment Institutions (ECAI) in the European Union (EU). Credit ratings issued by A.M. Best Company and its subsidiaries can not be used for regulatory purposes in the EU as per Directive 2006/48/EC.

#### Australian Disclosures

A.M. Best Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment/purchasing decisions. A.M. Best Asia-Pacific Ltd is registered as a Credit Rating Agency in Australia and holds a Financial Services Licence number 411055 under the Corporations Act of 2001.