Departmental Concurrence





FROM: TLMA - Transportation Department

SUBMITTAL DATE: December 8, 2014

**SUBJECT:** Rancho California Road Resurfacing Project, Community of Santa Rosa. 1<sup>st</sup> District; [\$2,697,316]; Federal Funds 83%, Local Funds 17%

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

- 1. Approve one addendum to the plans and specifications issued prior the September 30, 2014, bid opening; and
- 2. Accept the low bid of R.J. Noble Company of Orange, CA in the amount of \$2,697,316; and
- 3. Award the contract to R.J. Noble Company and authorize the Chairman of the Board to execute the contract documents; and
- 4. Approve the project's proposed budget as shown on Attachment "A."

Patricia Romo

Assistant Director of Transportation

for Juan C. Perez

JCP:jrj:sb Director of Transportation and Land Management

FINANCIAL DATA	Curre	nt Fiscal Year:	Next Fiscal	Year:	Tot	al Cost:	Ongoing Cost:		POLICY/CONSENT (Per Exec. Office)
COST	\$	2,697,316	\$	0	\$	2,697,316	\$	0	Consent □ Policy
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0	Consent - Policy B
SOURCE OF FUN	ng.	STD Formu	a (Urban	/Lirban Dia	CO.	(83%) Massu	re Rudget A	diuetn	nent: No

SOURCE OF FUNDS: STP-Formula (Urban/Urban Place) (83%), Measure

Budget Adjustment: No

A/Western (17 %). There are no General Funds used in this project.

For Fiscal Year: 2014/2015

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

**County Executive Office Signature** 

MINUTES OF THE BOARD OF SUPERVISORS

Positions AddedChange Order

A-30 4/5 Vote

□ **Prev. Agn. Ref.:** 09/30/14, Item 3-27

District: 1

**Agenda Number:** 

3 - 13

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

FORM 11: Rancho California Road Resurfacing Project, Community of Santa Rosa. 1st District; [\$2,697,316];

Federal Funds 83%, Local Funds 17%

DATE: December 8, 2014

**PAGE:** 2 of 2

## **BACKGROUND:**

## **Summary**

By Minute Order dated September 30, 2014 (Agenda Item 3-27), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of Rancho California Road Resurfacing Project from De Luz Road to the Temecula city limit in the community of Santa Rosa.

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the plans and specifications. Bidders are required to acknowledge and take into account all issued addenda on their Contractor's Bid in order to be considered for award. The addendum was issued to clarify and modify the approved contract documents. The addendum is attached as Addendum No. 1.

Five bids were received on October 29, 2014, ranging from \$2,697,316 to \$3,210,000. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by R.J. Noble Company of Orange, CA in the amount of \$2,697,316, which is \$192,684 (6.67%) below the Engineer's Estimate.

The roadway resurfacing will extend the service life and improve the safety and efficiency of vehicular traffic. The improvements include pulverizing existing pavement and placing 0.5 feet new hot mix asphalt. Shoulder backing material will be placed to protect the outside edge of pavement and prevent edge cracking and pavement edge deterioration. Safety improvement items include striping, reflective pavement markers, centerline rumble strip, and the construction of a pavement "safety edge." The "safety edge" is engineered to enable drivers who drift off of the paved surface to return to the traveled surface safely.

The construction duration set for this project is approximately three months, and construction is anticipated to be completed by June 2015.

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

Project Numbers: B0-0512

Federal Aid No.: STPL-5956(233)

## **Impact on Residents and Businesses**

The proposed improvements will benefit the project area by significantly improving the existing infrastructure, preserving and extending the service life as well as providing upgrades to enhance safety.

The work will be phased to keep the roads open during construction.

## SUPPLEMENTAL:

## **Additional Fiscal Information**

The contract is recommended to be awarded to R.J. Noble Company for the total amount of \$2,697,316. The project is funded with STP-Formula (Urban/Urban Place) and Measure A/Western.

There are no General Funds used in this project.

## **Contract History and Price Reasonableness**

N/A

# COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

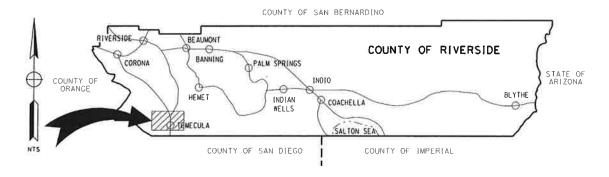
## RANCHO CALIFORNIA ROAD RESURFACING

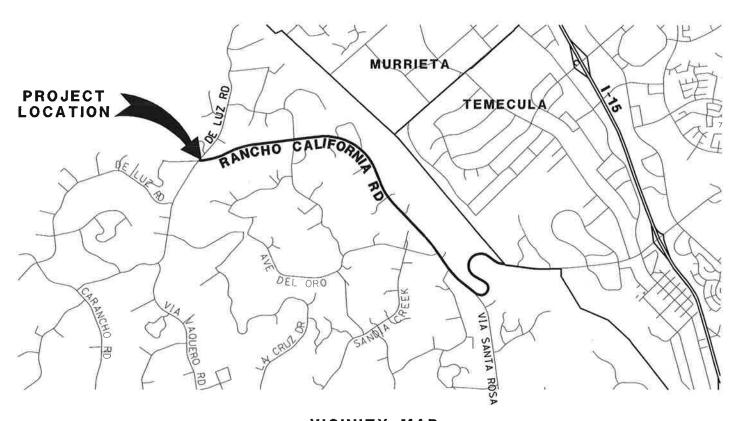
DE LUZ RD TO TEMECULA CITY LIMITS

COMMUNITY OF SANTA ROSA

PROJECT No. BO-0512

FEDERAL AID No. STPL-5956 (233)





VICINITY MAP

TOWNSHIP 8SR RANGE 3W SECTION 3, 4, 5, 10

COUNTY ROAD BOOK PAGE No. 848

# **Attachment "A"**

Riverside County Transportation Department

Project:

RANCHO CALIFORNIA - UPDATED WITH RJ NOBLE BID COSTS

**RESURFACING PROJECT** 

Project No.(s): **B0-0512** 

Expenses as of:

11/20/2014

Page 1

Project Costs and Budget

roject Costs and Budget						
Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					Х	
Environmental		24,125		25,000	95,000	25,000
Design		132,712		133,000	135,000	133,000
Right-of-way		611		1,000	6	1,000
Utilities					X	
Construction			2,697,316	2.069.000	2 675 000	2,968,000
Construction Contingency	10.0%		269,732	2,968,000	2,675,000	2,900,000
Construction Engineering & Inspection		5,797	344,000	350,000	350,000	350,000
Construction Survey			140,000	140,000	140,000	140,000
	Totals:	163,245	3,451,048	3,617,000	3,395,000	3,617,000

**Project Funding** 

Code	Name	Existing Budget	Proposed Budget
107	STP - Formula (Urban/Urban Place)	2,723,000	2,634,000
221	Gas Tax (ABX8-9 Mar 2010 New HUTA)	666,000	\$0
300	Measure A/Western	6,000	983,000
			x
			x
		,	x
		,	x
			x
			x

**Totals** 

3,395,000

3,617,000

## Comments

'Updated with October 29, 2014 bid unit costs from R. J. Noble Company.

Printed:

December 16,14 11:05 AM

BY:

Michael O. Mueting

## Form 11 Attachment

## **Contract/Lease/Purchase Summary Data**

Contract (fo Approval/Rel Sole Source Personal Ser Independent Other than L Change Orde	rvices Contractor ow Bid	] Multi- ] Equip ] Real I	oval/Renewal Year Lease ment Property ge Order	☐ Purchase (fo ☐ Sole Source ☐ Other than Lo ☐ Change Orde	ow Bid
			Selection Com	mittee Member Na	mes (RFP=s Only)
User Department:	Transportation Departme	ent	N/A		
Vendor/Lessor Name:	R.J. Noble Company		Minority Status: ☐ M	W DV	⊠ None
Vendor/Lessor Location:	Orange, CA		Local Preference	Applied:  Yes	□ No ⊠ N/A
			Local Preference A (5% maximum prefe Local Preference F	rence)	# of Orders
Applicable Board P	olicy #	Com	ments:		
ad RFQ/RFP Process:		Bidd	ling Process:		
Date Mailed: Response Date # of Responses # of Qualified Re	:	Local Resp	Range: I Bid Range: onsive and onsible Bid Range:	\$2,697,316.00 to N/A \$2,697,316.00 to	
			Selection of low bid dules, whether or not		
	Contract/	Lease	Renewals Only		
<u>E</u> x	tisting Agreement Items		Propos	sed Agreement Iter	<u>ns</u>
<ol> <li>Rates</li> <li>Terms</li> <li>Conditions</li> <li>Legal Issues</li> <li>Accountability</li> <li>Utilities</li> </ol>					

(continue on blank sheet if necessary)

Riversid	e County Ti	Riverside County Transportation Department	500					
Summar	y of Bids			PROJECT:	PROJECT: Rancho California Road Resurfacing	Road Resurfacing		
Advertised	1: September 3:	Advertised: September 30, 2014 (Agenda Item: 3-27)			De Luz Koad to Temecula Community of Santa Rosa	De Luz Koad to Temecula City Limit Community of Santa Rosa	_	
Bids Open	: 2 pm Date:	Date: Wednesday, October 29, 2014		PROJECT	PROJECT No. B0-0512, Federal Aid No. STPL-5956(233)	A Aid No. STPL-59	156(233)	
							1	
					COUNTY'S ESTIMATE	ESTIMATE	R. J. Noble Company	ny
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
-	066102	DUST ABATEMENT	ST	-	10,000.00	10.000.00	_	20.000.00
2	074020	WATER POLLUTION CONTROL	ST	~	10,000.00	10,000.00		8 000 00
ო	120100	TRAFFIC CONTROL SYSTEM	ST	-	44,000.00	44,000.00	00	85.000.00
4	160101	CLEARING AND GRUBBING	ST	-	4,500.00	4,500.00		52,000.00
ις	170101	DEVELOP WATER SUPPLY	S	-	10,000.00	10,000.00		9,000.00
ø	015602	FUNDING AWARENESS SIGN	EA	2	1,500.00	3,000.00	200.00	1,000.00
7	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	2,000.00	4,000.00	3,500.00	7,000.00
80	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	83,000	2.00	166,000.00	3.35	278,050.00
თ	152500	ADJUST METAL BEAM GUARD RAILING	片	1,600	15.00	24,000.00	42.50	68,000.00
10	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	2,000	4.00	8,000.00	3.50	7,000.00
7	000001	ITEM DELETED BY ADDENDUM	I			******		
12	190185	SHOULDER BACKING	4	41,200	2.00	82,400.00	3.00	123,600.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	Ā	20	1,000.00	20,000.00	2,200.00	44,000.00
14	390130	HOT MIX ASPHALT	TON	27,900	70.00	1,953,000.00	60.50	1,687,950.00
15	394001	PLACE ASPHALT CONCRETE DIKE	4	40,000	00.9	240,000.00	1.30	52,000.00
16	394050	RUMBLE STRIP	5	20,000	0.50	10,000.00	0.55	11,000.00
17	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	7	2,500.00	5,000.00	7,000.00	14,000.00
81	820118	GUARD RAILING DELINEATOR	Ā	170	30.00	5,100.00	27.00	4,590.00
19	820130	OBJECT MARKER (INCLUDING DELINEATORS)	EA	48	200.00	9,600.00	72.00	3,456.00
20	839539	TERMINAL SYSTEM (TYPE SKT)	EA	10	3,500.00	35,000.00	3,950.00	39,500.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	350	4.00	1,400.00	4.20	1,470.00
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	5	000'09	0.20	12,000.00	0.27	16,200.00
23	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,500	2.00	3,000.00	3.00	4,500.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	-	140,000.00	140,000.00	140,000.00	140,000.00
25	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	ΓS	7	90,000.00	90,000,00	20,000.00	20,000.00
		PROJECT TOTAL ITEMS 1-25				2,890,000.00		2,697,316.00

Rancho California Rd.Resurfacing Project: Summary Web Updated: 10/29/14

Riversic Summa	de County Ti ry of Bids	Riverside County Transportation Department Summary of Bids		PROJECT:	Rancho California Road Resurfacing	Road Resurfacing		
Advertise Addenda:	Advertised: September 30 Addenda: 1(10/23/14)	Advertised: September 30, 2014 (Agenda Item: 3-27) Addenda: 1(10/23/14)	D.		De Luz Road to Temecula Community of Santa Rosa	De Luz Road to Temecula City Limit Community of Santa Rosa		
Bids Open: 2 pm	1: 2 pm Date:	D'ate: Wednesday, October 29, 2014		PROJECT !	PROJECT No. B0-0512, Federal Aid No. STPL-5956(233)	I Aid No. STPL-59	56(233)	
					2		3	
					All American Asphalt	alt	Excel Paving Company	bany
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	Lorig beach, CA 90806	BID ESTIMATE
4	066102	DUST ABATEMENT	ST	-	3,100.00	3.100.00		40 000 00
2	074020	WATER POLLUTION CONTROL	rs	<b>-</b>	5,150.00	5.150.00		20 000 00
က	120100	TRAFFIC CONTROL SYSTEM	S	-	181,000.00	181,000.00	110,000.00	110.000.00
4	160101	CLEARING AND GRUBBING	ST	~	4,500.00	4,500.00		7,500.00
Ŋ	170101	DEVELOP WATER SUPPLY	S	~	2,580,00	2,580.00		10,000.00
9	015602	FUNDING AWARENESS SIGN	Æ	2	770.00	1,540.00	1,500.00	3,000.00
2	128650	PORTABLE CHANGEABLE MESSAGE SIGN	Æ	2	4,600.00	9,200.00	4,000.00	8,000.00
ω	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	83,000	1.22	101,260.00	2.35	195,050.00
თ	152500	ADJUST METAL BEAM GUARD RAILING	F	1,600	34.00	54,400.00	43.10	68,960.00
9	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	2,000	4.50	00.000,6	5.75	11,500.00
=	000001	ITEM DELETED BY ADDENDUM	1	I	1			
12	190185	SHOULDER BACKING	4	41,200	2.30	94,760.00	3.10	127,720.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	20	515.00	10,300.00	1,300.00	26,000.00
4	390130	HOT MIX ASPHALT	NOT	27,900	74.00	2,064,600.00	68.75	1,918,125.00
15	394001	PLACE ASPHALT CONCRETE DIKE	占	40,000	86'0	39,200.00	1.05	42,000.00
16	394050	RUMBLE STRIP	۳	20,000	0.56	11,200.00	0.63	12,600.00
17	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	2	6,400.00	12,800.00	3,960.00	7,920.00
18	820118	GUARD RAILING DELINEATOR	EA	170	25.80	4,386.00	30.00	5,100.00
19	820130	OBJECT MARKER [INCLUDING DELINEATORS]	EA	48	128.00	6,144.00	84.00	4,032.00
50	839539	TERMINAL SYSTEM (TYPE SKT)	Ë	10	4,000.00	40,000.00	4,300.00	43,000.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	350	08:9	2,205.00	9.45	3,307.50
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	Ä	000'09	0.30	18,000.00	0.32	19,200.00
53	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,500	3.24	4,860.00	3.15	4,725.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	-	140,000.00	140,000.00	140,000.00	140,000.00
25	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	ST	-	00.000,00	90,000,00	140,000.00	140,000,00
		PROJECT TOTAL ITEMS 1 - 25				2,910,185.00		2.967.739.50

Rancho California Rd.Resurfacing Project: Summary Web Updated: 10/29/14

Riversid	Riverside County To	Transportation Department						
Califica	y or brus			PROJECT:	Rancho California Road Resurfacing	Road Resurfacing		
Advertised Addenda:	: September 3 1(10/23/14)	Advertised: September 30, 2014 (Agenda Item: 3-27) Addenda: 1(10/23/14)			Community of Santa Rosa	mecula only Lillin ta Rosa		<del></del>
Bids Open:	2 pm Date:	Date: Wednesday, October 29, 2014		PROJECT	PROJECT No. B0-0512, Federal Aid No. STPL-5956(233)	Aid No. STPL-59	56(233)	
					4		.co	
10					Granite Construction Company Vista CA 92081	n Company	Hardy & Harper, Inc.	
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
γ-	066102	DUST ABATEMENT	SJ	-	5,000.00	5,000.00	7.000.00	7 000 00
2	074020	WATER POLLUTION CONTROL	ST	-	1,500.00	1,500.00		00.000.7
ო	120100	TRAFFIC CONTROL SYSTEM	ST	-	230,000.00	230,000.00	7	77,000.00
4	160101	CLEARING AND GRUBBING	S	<b>~</b>	4,500.00	4,500.00		24,000.00
S.	170101	DEVELOP WATER SUPPLY	ST	-	10,000.00	10,000.00		14,506.00
9	015602	FUNDING AWARENESS SIGN	EA	2	200.00	1,000.00		3,000.00
2	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	4,000.00	8,000.00	1,500.00	3.000.00
œ	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	83,000	2.10	174,300.00	3.00	249,000.00
თ	152500	ADJUST METAL BEAM GUARD RAILING	5	1,600	33.00	52,800.00	4	67,200.00
10	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	2,000	00:9	12,000.00	8.00	16,000,00
7	000001	ITEM DELETED BY ADDENDUM					I	
12	190185	SHOULDER BACKING	5	41,200	2.00	82,400.00	2.34	96,408.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	20	350.00	7,000.00	1,000.00	20,000.00
4	390130	HOT MIX ASPHALT	NOT	27,900	73.00	2,036,700.00	76.00	2,120,400.00
15	394001	PLACE ASPHALT CONCRETE DIKE	ч	40,000	1,00	40,000.00	5.00	200,000.00
16	394050	RUMBLE STRIP	5	20,000	0.50	10,000.00	0.77	15,400.00
17	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	7	5,000.00	10,000.00	10,000.00	20,000.00
18	820118	GUARD RAILING DELINEATOR	EA	170	25.00	4,250.00	37.00	6,290.00
19	820130	OBJECT MARKER [INCLUDING DELINEATORS]	EA	48	70.00	3,360.00	77.00	3,696.00
20	839539	TERMINAL SYSTEM (TYPE SKT)	EA	10	4,000.00	40,000.00	4,000.00	40,000.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	350	4.00	1,400.00	10.00	3,500.00
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	5	000'09	0.19	11,400.00	0.21	12,600.00
23	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,500	3.00	4,500.00	4.00	6,000.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	•	140,000.00	140,000.00	140,000.00	140,000.00
25	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	rs	-	90,000.00	90,000.00	58,000.00	58,000.00
		PROJECT TOTAL ITEMS 1 - 25				2,980,110.00		3,210,000.00

Rancho California Rd.Resurfacing Project: Summary Web Updated: 10/29/14



# **COUNTY OF RIVERSIDE**

# TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

# **Transportation Department**

## **ADDENDUM NUMBER 1**

Dated October 23, 2014

to the Specifications and Contract Documents for the construction of

Rancho California Road Resurfacing De Luz Road to Temecula City Limit Community of Santa Rosa Project No. B0-0512 Federal Aid No. STPL-5956(233)

**Bids Due:** 

Wednesday, October 29, 2014; 2:00 p.m.

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 Section 2-1.03 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 plans and specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Bid. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted Bid.

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://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids

## **MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:**

## Item 1:

## **Revised Proposal**

Refer to "Proposal" pages B2 of Special Provisions. Proposal (page B2) is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**. The following revisions have been made to the bid Proposal:

- a. Following bid item has been deleted:
  - Item 11, Lead Compliance Plan

See Attachment "A"

## Item 2: Liquidated Damages:

Refer to section 4-1.04 Liquidated Damages on page 33 of Special Provisions. Second paragraph of this section is deleted and replaced with the following:

"In addition to the liquidated damages set forth above, the first lift of asphalt concrete paving shall be placed prior to the end of each working day of the removal of existing asphalt concrete for each street segment. A street segment is hereby defined as that area of road removed in one (1) day. Contractor shall pay to the County of Riverside the sum of \$500 per day, for each and every calendar day's delay in completing paving within the time prescribed above, for each street segment subjected to delay, and shall apply separately to each street segment within the scope of work."

## Item 3: Federal Minimum Wages Update:

Refer to Appendix C in the Special Provisions, "Federal Prevailing Wages Decision", pages 1 through 20. Delete and replace these pages with the following:

Federal wage determination, General Decision No. CA140036-CA36, Modification No. 19, dated **10/17/2014**, shall apply to this project. This document is available upon request from the Transportation Department: (951) 955-6780, and also posted on following County website:

http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids

## Item 4: Project Appearance:

Refer to section 7-1.03 Project Appearance on page 56 of Special Provisions, following Special Provision paragraph is added and made part thereof:

## **Additional Liquidated Damages:**

In addition to the Liquidated damages set forth in section "Liquidated Damages", if the Contractor fails to comply with the requirements of Project Appearance section, the Contractor shall pay to the County of Riverside the sum of \$500.00 per day for each and every calendar days delay after the expiration of 48 hours notification from the Engineer.

## Item 5: Page Numbers Repetition:

Refer to section 8 and Section 10 of Special Provisions; Section 8 ends at page 70, and Section 10 should have begun from page 71. However, inadvertently, Section 10 begins at page 68.

Bidders are advised to renumber first three pages of section 10 as:

Page 68 of Section 10 = Page 70A

Page 69 of Section 10 = Page 70B

Page 70 of Section 10 = page 70C

## Item 6: Shoulder Backing:

Refer to section 10-1.15 Shoulder Backing on page 83 of Special Provisions, second paragraph of this section is deleted and replaced with the following:

Onsite material may be used to fill in low areas, subject to approval by the Engineer. Ground Asphalt Concrete will not be permitted to use as shoulder backing material.

- a. Shoulder Backing will only be placed on embankments that will support a minimum of 2' shoulder backing; all other embankments will be considered omitted.
- b. The contract bid price paid for Shoulder Backing will include grading adjacent cut slopes to provide 3' graded shoulder. Shoulder in cut slopes will be graded to drain away from Roadway/Top of Dike.

## Item 7: Environmental- Lead Based Paint Testing Prior to Start of Construction.

Refer to Section 10-1.27, Material Containing Aerially Deposited Lead on page 102 of Special Provisions is deleted and replaced with the following:

## Yellow Traffic Stripe And Pavement Marking (Potential Hazardous Waste):

Prior to commencing work, the Contractor shall test the yellow striping and pavement markings for hazardous substances. If the tested material is rendered harmless, the Contractor may continue work. If the tests are positive for Lead Based Paint, the Contractor shall remove any yellow traffic striping and pavement markings in accordance with the following special provisions.

## Remove Traffic Stripes and Pavement Markings Containing Lead

Contractor shall properly manage removed stripe and pavement marking as a hazardous waste and to have and implement a lead compliance plan prepared by a Certified Industrial Hygienist (CIH).

## **Background**

Existing yellow thermoplastic and yellow painted traffic stripe and pavement marking may have residue from the removal that is a hazardous waste.

Residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking may contain lead chromate. The average lead concentration of greater than or equal to 1000 mg/kg total lead or 5 mg/l soluble lead could be hazardous. When originally applied to the roadway, the yellow thermoplastic and yellow painted traffic stripe and pavement marking could contain as much as 2.6 percent lead. Residue produced from the removal of this yellow thermoplastic and yellow painted traffic stripe and pavement marking may contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs.

For bidding purposes, assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.. Yellow thermoplastic and yellow paint may produce toxic fumes when heated.

## Submittals

## Lead Compliance Plan:

Prepare a work plan to prevent or minimize worker exposure to lead while managing and handling earth materials, paint system debris, traffic stripe residue, and pavement marking residue containing lead. Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

The plan must contain the items listed on 8 CA Code of Regs § 1532.1(e)(2)(B). Before submittal, a CIH must sign and seal the plan. Submit at least 7 days before starting any activity that presents the potential for lead exposure. The Engineer notifies you of the acceptability of the plan within 4 business days of receipt.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including County employees, provide safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance program.

Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 2 County employees.

**Work Plan:** Submit a work plan for the removal, containment, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking for acceptance not less than 15 days prior to the start of the removal operations. The work plan must include:

- A. Objective of the operation.
- B. Removal equipment.
- C. Type of hazardous waste storage containers.
- D. Container storage location and how it will be secured.
- E. Hazardous waste sampling protocol and QA/QC requirements and procedures.
- F. Qualifications of sampling personnel.
- G. Analytical lab that will perform the analyses.
- H. Certification documentation of the hazardous waste hauler that will transport the hazardous waste.
- I. Disposal site that will accept the hazardous waste residue.

The Engineer will review the work plan within 5 business days of receipt.

Do not perform work that generates hazardous waste residue until the work plan has been accepted by the Engineer. The Engineer's review and acceptance does not waive any contract requirements and does not relieve the Contractor from complying with Federal, State, and local laws, regulations, and requirements.

Correct any rejected work plan and resubmit a corrected work plan within 5 business days of notification by the Engineer; at which time a new review period of 5 business

days will begin.

**Analytical Test Results:** Submit analytical test results of the residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking, including chain of custody documentation, for review and acceptance before:

- A. Requesting the Engineer's signature on the waste profile requested by the disposal facility.
- B. Requesting the Engineer obtain an EPA ID no. for disposal.
- C. Removing the residue from the site.

**United States Environmental Protection Agency Identification Number Request:** Submit a request for the U.S. EPA ID no. when the Engineer accepts analytical test results documenting that residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking is a hazardous waste.

**Disposal Documentation:** Submit receiving landfill documentation of proper disposal within 5 business days of residue transport from the project.

## CONSTRUCTION

Where grinding or other approved methods are used to remove yellow thermoplastic and yellow painted traffic stripe and pavement marking that will produce a hazardous waste residue, the removed residue, including dust, must be contained and collected immediately. Use a HEPA filter-equipped vacuum attachment operated concurrently with the removal operations or other equally effective approved methods for collection of the residue.

Store hazardous waste residue in labeled and covered containers. Labels must comply with the provisions of 22 CA Code of Regs §§66262.31 and 66262.32. Mark labels with:

- A. Date the hazardous waste is generated.
- B. The words "Hazardous Waste".
- C. Composition and physical state of the hazardous waste (for example, asphalt grindings with thermoplastic or paint).
- D. The word "Toxic".
- E. Name, address, and telephone no. of the Engineer.
- F. Contract No.
- G. Contractor or subcontractor name.

Use metal containers approved by the U.S. Department of Transportation for the transportation and temporary storage of the removed residue. Handle the containers such that no spillage occurs. Store containers in a secured enclosure. Acceptable secure enclosures include a locked chain link fenced area or a lockable shipping container located within the project limits until disposal as approved.

Make necessary arrangements to test the yellow thermoplastic and yellow paint hazardous waste residue as required by the disposal facility and these special provisions. Testing must include, at a minimum:

- A. Total lead by EPA Method 6010C.
- B. Total chromium by US EPA Method 7000 series.

Addendum No. 1 Rancho California Road Resurfacing Project Project No.B0-0512, Federal Aid No. STPL-5956(233) October 23, 2014 Page 6 of 8

- C. Soluble lead by California Waste Extraction Test.
- D. Soluble chromium by California Waste Extraction Test.
- E. Soluble lead by Toxicity Characteristic Leaching Procedure.
- F. Soluble chromium by Toxicity Characteristic Leaching Procedure.

From the 1st 220 gallons of hazardous waste or portion thereof if less than 220 gallons of hazardous waste are produced, a minimum of 4 randomly selected samples must be taken and analyzed individually. Samples must not be composited. From each additional 880 gallons of hazardous waste or portion thereof if less than 880 gallons are produced. a minimum of 1 additional random sample must be taken and analyzed. Use chain of custody procedures consistent with Chapter 9 of U.S. EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) while transporting samples from the project to the laboratory. Each sample must be homogenized before analysis by the laboratory performing the analyses. A sample aliquot sufficient to cover the amount necessary for the total and the soluble analyses must then be taken. This aliquot must be homogenized a 2nd time and the total and soluble analyses run on this aliquot. The homogenization process must not include grinding of the samples. Submit the name and location of the disposal facility that will be accepting the hazardous waste and the analytical laboratory along with the testing requirements not less than 5 business days before the start of removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The analytical laboratory must be certified by the CA Department of Public Health Environmental Laboratory Accreditation Program for all analyses to be performed.

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in CA under the requirements of the disposal facility operator within 5 days after accumulating 220 pounds of residue and dust.

If less than 220 pounds of hazardous waste residue and dust is generated in total, it must be disposed of within 5 days after the start of accumulation of the residue and dust.

Use a hazardous waste manifest and a transporter registered with the CA Department of Toxic Substance Control. The Engineer will obtain the U.S. EPA ID No. and will sign all manifests as the generator within 2 business days of receiving and accepting the analytical test results and receiving your request for the U.S. EPA ID No.

If analytical test results demonstrate that the residue is a non–hazardous waste and the Engineer agrees, dispose of the residue at an appropriately permitted Class II or Class III facility under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

## Method of Payment:

Full compensation for lead based paint testing, removing yellow traffic stripe and markings (hazardous waste) shall be paid on a Force Account basis, in accordance with Section 9-1.03 of the Standard Specification under the bid item for Miscellaneous Work (as directed) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in testing, removal containment, storage, and disposal, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

## Item 8: Adjust Metal Beam Guard Railing:

Refer to section 10-1.28 Adjust Metal Beam Guard Railing on page 103 of Special Provision, following additional provision included and made part thereof.

Contractor shall install remove existing guard railing from existing wood posts and install it on steel posts. The removed wood posts will become the property of the Contractor and shall be disposed of properly as directed by Engineer.

Contractor shall remove and replace damaged segments of MBGR with new MBGR.

The cost of the removal of existing wood posts, furnishing and installing new steel posts and the portion/segment of MBGR shall be considered as included in the contract bid price paid for Adjust Metal Beam Guard Railing, and no additional compensation will be allowed.

## **MODIFICATIONS / CLARIFICATIONS TO PLANS:**

## Item 9: Construction Note Correction

Following Construction Notes (CN) are deleted and replaced with the Following:

### CN-6:

Place 0.50' HMA Type C (PG 70-10) in 2 lifts, 0.2' (3/4" Mix) over 0.3' (1" Mix)

## **CN-13**

Place new steel posts, offset 3' from existing posts, and adjust MBGR to Standard A77E2, type 11D layout, including end treatments. Remove existing wood posts after adjustments

## Item 10: Plan Sheet 3 of 13 (L-1)

Refer to plan sheet 3 of 13 and add construction Note No. 1 between Sta. 21+00 to 30+00 to protect existing landscaping and irrigation systems in place.

## Item 11: Plan Sheet 9 of 13 (L-7)

Refer to plan sheet 9 of 13 and add between Sta. 141+60 to 142+60 Dike shall be Caltrans Type E

Addendum No. 1 Rancho California Road Resurfacing Project Project No.B0-0512, Federal Aid No. STPL-5956(233) October 23, 2014 Page 8 of 8

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

Michael O. Mueting, PE

Michael O. Mueting
No. C- 35165

CIVIL

OF CALFORNIA

OF C

Concurrence:

Khalid Nasim, PE

**Engineering Division Manager** 

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

10/23/14

JRJ:jrj:sb

Note: Refer to Section 2-1.03, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

## RANCHO CALIFORNIA ROAD RESURFACING DE LUZ ROAD TO TEMECULA CITY LIMIT COMMUNITY OF SANTA ROSA PROJECT NO. B0-0512 FEDERAL AID NO. STPL-5956(233)

## PROPOSAL (REVISED)

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	170101	DEVELOP WATER SUPPLY	LS	1		
6	015602	FUNDING AWARENESS SIGN	EA	2		
7	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2		
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	83,000		
9	152500	ADJUST METAL BEAM GUARD RAILING	LF	1,600		
10	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	2,000		
11		ITEM DELETED BY ADDENDUM	******			
12	190185	SHOULDER BACKING	LF.	41,200		
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	20		
14	390130	HOT MIX ASPHALT	TON	27,900		
15	394001	PLACE ASPHALT CONCRETE DIKE	LF	40,000		
16	394050	RUMBLE STRIP	LF	20,000		
17	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	2		
18	820118	GUARD RAILING DELINEATOR	EA	170		
19	820130	OBJECT MARKER [INCLUDING DELINEATORS]	EA	48		
20	839539	TERMINAL SYSTEM (TYPE SKT)	EA	10		
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	350		
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	60,000		
23	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,500		
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	140,000.00	140,000.00
25	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1		

PROJECT TOTAL:		\$
ITEMS 1-25	"WORDS"	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

## Contract

Rancho California Road Resurfacing
De Luz Road to Temecula City Limit
Community of Santa Rosa
Project No. B0-0512
Federal Aid No. STPL-5956 (233)

THIS CONTRACT, made and concluded, in duplicate as of the date set forth below, between the County of Riverside, party of the first part, and **R. J. Noble Company** Contractor, party of the second part.

### ARTICLE I:

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, the work described in the Special Provisions and the Project Plans described below, including any addenda No. 1 issued thereto, and also in conformance with the California Department of Transportation Standard Plans dated May 2006, the Standard Specifications dated May 2006 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown on Plans entitled Rancho California Road Resurfacing, De Luz Road to Temecula City Limit, Community of Santa Rosa, Project No. B0-0512, Federal Aid No. STPL-5956(233), Plan number 958-mm, approved September 4, 2014, on file with the County Surveyor, which said project plans are hereby made a part of this Contract.

## **ARTICLE II:**

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

## **ARTICLE III:**

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

## **ARTICLE IV:**

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

## **ARTICLE V:**

And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Riverside, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

## Rancho California Road Resurfacing De Luz Road to Temecula City Limit Community of Santa Rosa

## Project No. B0-0512 Federal Aid No. STPL-5956 (233)

# Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	20,000.00	20,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	8,000.00	8,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	85,000.00	85,000.00
4	160101	CLEARING AND GRUBBING	LS	1	52,000.00	52,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	9,000.00	9,000.00
6	015602	FUNDING AWARENESS SIGN	EA	2	500.00	1,000.00
7	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	3,500.00	7,000.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	83,000	3.35	278,050.00
9	152500	ADJUST METAL BEAM GUARD RAILING	LF	1,600	42.50	68,000.00
10	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	2,000	3.50	7,000.00
11	000001	ITEM DELETED BY ADDENDUM				100000
12	190185	SHOULDER BACKING	LF	41,200	3.00	123,600.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	20	2,200.00	44,000.00
14	390130	HOT MIX ASPHALT	TON	27,900	60.50	1,687,950.00
15	394001	PLACE ASPHALT CONCRETE DIKE	LF	40,000	1.30	52,000.00
16	394050	RUMBLE STRIP	LF	20,000	0.55	11,000.00
17	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	2	7,000.00	14,000.00
18	820118	GUARD RAILING DELINEATOR	EA	170	27.00	4,590.00
19	820130	OBJECT MARKER [INCLUDING DELINEATORS]	EA	48	72.00	3,456.00
20	839539	TERMINAL SYSTEM (TYPE SKT)	EA	10	3,950.00	39,500.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	350	4.20	1,470.00
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	60,000	0.27	16,200.00

# **Contract (continued)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
23	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,500	3.00	4,500.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	140,000.00	140,000.00
25	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	20,000.00	20,000.00

PROJECT Two million, TOTAL dollars and a	six hundred ninety seven thousand, three hundred sixteen zero cents \$2,697,316.00
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ITEMS 1-25

"WORDS"

## Rancho California Road Resurfacing De Luz Road to Temecula City Limit Community of Santa Rosa

## Project No. B0-0512 Federal Aid No. STPL-5956 (233)

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

COUNTY OF RIVERSIDE	R. J. NOBLE COMPANY
BY: Chairman, Board of Supervisors	BY: X
DATED:	TITLE: MICHAEL J. CARVER, PRESIDENT (If Corporation, affix Seal)
ATTEST: Kecia Harper-Ihem, Clerk of the Board	ATTEST:  X  Songuey
BY:	TITLE: STEVE MENDOZA, SECRETARY  Licensed in accordance with an act providing
FORM APPROXED COUNTY COUNSELL BY JANUARY 12/2/14 DATE	for the registration of Contractors,  License No. 782908 CLASS A & C-12  Federal Employer Identification Number:  33-0866299
BY	"Corporation" (Seal)

State of California  County of Orange	· · · · · · · · · · · · · · · · · · ·
On 12/01/14 before me. J. D.	elongh, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Michael J. Carver	Name(s) of Signer(s)
J. DEIONGH Commission # 1954610 Notary Public - California Orange County My Comm. Expires Oct 28, 2015	who proved to me on the basis of satisfactor 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(iss), 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 of Notary Public
Description of Attached Document	ny law, it may prove valuable to persons relying on the document all and reattachment of this form to another document.
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Signer's Name:	Cignovia Names
☐ Corporate Officer — Title(s):	
Individual RIGHT THUME OF SIGNE	1,110(0)
☐ Partner — ☐ Limited ☐ General Top of thumb	O' G'C'NET
Attorney in Fact	☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee
Other:	☐ Guardian or Conservator ☐ Other:
Signer Is Representing:	Signer is Representing:

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	) .
County of Orange	}
	Iongh, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Steve Mendoza	Name(s) of Signer(s)
Though the information below is not required by and could prevent fraudulent remova Description of Attached Document	who proved to me on the basis of satisfactor evidence to be the person(s) whose name(s) is/arc 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 be 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:  Signature of Notary Public  TIONAL  Viaw, it may prove valuable to persons relying on the document of and reattachment of this form to another 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):	
Individual RIGHT THUMB OF SIGNE	PRINT Individual RIGHT THUMBPRINT
☐ Partner — ☐ Limited ☐ General Top of thumb ☐ Attorney in Fact	here Partner - Limited Di General Top of thumb here
☐ Attorney III Fact	☐ Attorney in Fact ☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
Other:	Other:
Signer Is Representing:	Signer Is Representing:

# RESOLUTIONS OF THE BOARD OF DIRECTORS OF R. J. NOBLE COMPANY

Pursuant to the provisions of Section 307(b) of the California General Corporation Law, the following resolutions were adopted by the unanimous consent of the Board of Directors of this corporation without a meeting, to which the undersigned hereby consent:

**RESOLVED**, that in order to promote efficiency in the execution and delivery of written contracts in furtherance of the corporation's business, the Board of Directors has determined that it would be in the best interests of the Corporation to authorize any of its then duly elected, serving officers to enter into and execute binding written obligations and contracts on behalf of the Corporation for any matters binding upon the Corporation without the prior, express consent of the Board of Directors so long as (a) such obligation or contract does not exceed Two Million Dollars (\$2,000,000) in the aggregate in value, and (b)such obligation or contract is relevant to, and in furtherance of, the Corporation's primary business; and it is

**RESOLVED FURTHER**, that all contracts and/or obligations binding upon the Corporation with a value in excess of Two Million Dollars (\$2,000,000) must be approved and executed by Michael Carver; and it is

**RESOLVED FURTHER**, that the officers of this corporation who are currently authorized to enter into and execute such contracts and/obligations are the following:

President:

Michael Carver

Vice President

Norm Wright

Vice President

Craig Porter

Secretary

Steve Mendoza

Assistant Secretary

Chris Page

Chief Financial

James Ducote

Officer

Dated: June 30, 2010

SIGNATURES OF ALL DIRECTORS:

Michael Carver

James Ducote

Tim Carver

Marie Conson

Mark Carver

Mel Skolnick

## **Performance Bond**

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T.S	$\cdot$	. 1. 1	· 44.	12	٠

	(County) for construction of public w	as entered into an Agreement with COUNTY OF RIVERSIDE ork known as <b>Rancho California Road Resurfacing</b> , <b>De Luz munity of Santa Rosa</b> , <b>Project No. B0-0512</b> , <b>Federal Aid No.</b>
	STPL-5956(233).	
2.	is the Surety under this Bond.	, acorporation (Surety),
<u>Agr</u>	eement:	
	Contractor as Principal and Surety a nty, as obligee, as follows:	s Surety, jointly and severally agree, state, and are bound unto
		s Bond is 100% of the estimated contract price for the Project of <b>undred ninety seven thousand, three hundred sixteen dollars</b> benefit of County.
	conformance with the Contract Do	ractor doing all things to be kept and performed by it in strict ocuments for this project, otherwise it remains in full force and age and expense of County resulting from failure of Contractor to nents are incorporated herein.
	3. This obligation is binding on our s	uccessors and assigns.
	Contractor, alteration or addition t work to be performed thereunder s	tes and agrees that no change, time extension, prepayment to o the terms and requirements of the Contract Documents or the hall affect its obligations hereunder and waives notice as to such rice cannot be increased by more than 10% without approval of
THI	S BOND is executed as of	
Ву		By
Ву		Type Name
Title	o	Its Attorney in Fact "Surety"
1 161,		
	"Contractor" (Corporate Seal)	(Corporate Seal)

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

Payment Bond (Public Works - Civil Code §9550 et seq.)

The makers of this Bond are R. J. No	ble Company as Principal and Original Contractor and
executed between Principal and COUNTY (	, a corporation, authorized to issue Surety Bonds in d in conjunction with that certain public works contract to be DF RIVERSIDE a public entity, as Owner, for \$2,697,316.00 ousand, three hundred sixteen dollars and zero cents), the
for public work generally consisting of Rancl	nd is one hundred percent (100%) of said sum. Said contract is ho California Road Resurfacing, De Luz Road to Temecula roject No. B0-0512, Federal Aid No. STPL-5956(233).
this Bond are as is set forth in 9554, 9558, 95	in 9554 of the Civil Code and requirements and conditions of 660 and 9564 of said code. Without notice, Surety consents to requirements, amount of compensation, or prepayment under
Dated:	Original Contractor – Principal
Surety	By
Ву	Title
Its Attorney In Fact	(If corporation, affix seal)
(Corporate Seal)	(Corporate Seal)
STATE OFCOUNTY OF	ss. SURETY'S ACKNOWLEDGEMENT
evidence, to be the person whose name is sub	personally appeared, known to me, or proved to me on the basis of satisfactory scribed to the within instrument and acknowledged to me that
he executed the same in his authorized capaci the entity upon behalf of which the person ac	ities, and that by his signature on the instrument the person, or eted, 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).

## **Performance Bond**

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Re	u	ιa	13	۰

Title R.J. NOBLE COMPANY

	CICH			
1.	(Co	J. Noble Company (Contractor) has ecounty) for construction of public work oad to Temecula City Limit, Community Limit, Commu	known as Rancho (	California Road Resurfacing, De Luz
2.	_	/estern Surety Company , a the Surety under this Bond.	South Dakota	corporation (Surety),
<u>Ag</u>	ree	ement:		
		Contractor as Principal and Surety as Stry, as obligee, as follows:	urety, jointly and sev	verally agree, state, and are bound unto
	1.	The amount of the obligation of this B \$2,697,316.00 (Two million, six hundard zero cents) and inures to the ben	dred ninety seven th	stimated contract price for the Project of ousand, three hundred sixteen dollars
	2.	conformance with the Contract Docum	ments for this projec and expense of Coun	o be kept and performed by it in strict t, otherwise it remains in full force and ty resulting from failure of Contractor to erein.
	3.	This obligation is binding on our succ	essors and assigns.	
	4.	work to be performed thereunder shall	ne terms and requirer affect its obligations	change, time extension, prepayment to ments of the Contract Documents or the s hereunder and waives notice as to such by more than 10% without approval of
TH	IIS I	BOND is executed as ofNovember	er 25, 2014	
Ву	X	ICHAEL J. CARVER, PRESIDENT	Ву х	
Ву	X	Shim pulo ,	Type Name _	James Scott Salandi,
	31	TEVE WEINGOZA, SECRETART		Its Attorney in Fact "Surety"

"Contractor"
(Corporate Seal)

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

Surety: Western Surety Company

(Corporate Seal)

State of California  County of Orange		}	
On <u>12/01/14</u> before m	e, J. Delongh	, Notary Public	
personally appeared Michael J. Car		Here Insert Name and Title of the Officer	
personally appeared		Name(s) of Signer(s)	
J. DEIONGH Commission # 1954 Notary Public - Califo Orange County My Comm. Expires Oct 28  Place Notary Seal Above  Though the information below is not re and could prevent frauduled  Description of Attached Docume	610 NNA NA	who proved to me on the basis of evidence to be the person(s) whose nation with the person(s) whose nation me that he/she/they executed the his/her/their authorized capacity(jes), a his/her/their signature(s) on the instruction of the entity upon behalf of person(s) acted, executed the instrument of the State of California that the paragraph is true and correct.  WITNESS my hand and official seal.  Signature:  Signature:  Signature of Notary Public NAL  it may prove valuable to persons relying on the dor reattachment of this form to another document.	me(s) is/are knowledged e same in nd that by ument the which the under the foregoing
Title or Type of Document:			
Document Date:		Number of Pages:	
Signer(s) Other Than Named Above:		27	
Capacity(ies) Claimed by Signer(		O'	
Signer's Name: Corporate Officer Title(s):			
☐ Individual	AHT THUMBPRINT OF SIGNER	☐ Individual RIGH	THUMBPRINT OF SIGNER
☐ Attorney in Fact	p of thumb here	☐ Partner — ☐ Limited ☐ General Top ☐ Attorney in Fact	of thumb here
		☐ Trustee	
☐ Trustee		☐ Guardian or Conservator	
		☐ Other:	
Trustee Guardian or Conservator Other:			
Trustee Guardian or Conservator		Signer Is Representing:	

State of California		}	
County of Orange		}	
	I Defonah	J Notary Public	
Date	, J. Defoligh,	Notary Public  Here Insert Name and Title of the Officer	
personally appeared Steve Mendoza		Name(s) of Signer(s)	
and could prevent fraudulent  Description of Attached Documen	e s to h h h la p h la p la p la p la p la p l	t may prove valuable to persons relying on the eattachment of this form to another document	name(s) is/are acknowledged the same in and that by istrument the of which the ent.  RY under the the foregoing
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):			
	T THUMBPRINT OF SIGNER of thumb here		IGHT THUMBPRINT OF SIGNER Op of thumb here
Trustee		☐ Trustee	
☐ Guardian or Conservator ☐ Other:		☐ Guardian or Conservator ☐ Other:	
		Signer Is Representing:	
Signer Is Representing:			

## **ACKNOWLEDGMENT**

State of California County ofOrange	
On November 25, 2014 before me,	Kelly A. Vincent, a Notary Public  (insert name and title of the officer)
personally appeared James Scott S	Salandi, Attorney-in-Fact
who proved to me on the basis of satisfactory e subscribed to the within instrument and acknow	vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under to paragraph is true and correct.	he laws of the State of California that the foregoing
WITNESS my hand and official seal.  Signature	KELLY A. VINCENT COMM. # 2029982 PONDTARY PUBLIC CALIFORNIA COMM COMM. EXP. JUNE 21, 2017 PMY COMM. EXP. JUNE 21, 2017

Payment Bond (Public Works - Civil Code §9550 et seq.)

	<u>oble Company</u> as Principal and Original Contractor and , a corporation, authorized to issue Surety Bonds in
California as Surety and this Bond is issue	d in conjunction with that certain public works contract to be
	OF RIVERSIDE a public entity, as Owner, for \$2,697,316.00
	ousand, three hundred sixteen dollars and zero cents), the
	nd is one hundred percent (100%) of said sum. Said contract is
	ho California Road Resurfacing, De Luz Road to Temecula
	roject No. B0-0512, Federal Aid No. STPL-5956(233).
The beneficiaries of this Bond are as is stated	I in 9554 of the Civil Code and requirements and conditions of
this Bond are as is set forth in 9554, 9558, 95	560 and 9564 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: November 25, 2014	R.J. NOBLE COMPANY
	Original Contractor – Principal
Western Surety Company	By X
Surety	B) I I I I I I I I I I I I I I I I I I I
By x	Title MICHAEL J. CARVER, PRESIDENT
James Scott Salandi,	
Its Attorney In Fact	(If corporation, affix seal)
(Corporate Seal)	(Corporate Seal)
GT A TE OF	
STATE OFCOUNTY OF	ss. SURETY'S ACKNOWLEDGEMENT
COUNTIOF	,
Onbefore me,	personally appeared,
	known to me, or proved to me on the basis of satisfactory
	scribed to the within instrument and acknowledged to me that
*	ities, and that by his signature on the instrument the person, or
the entity upon behalf of which the person as	•
WITNESS my hand and official seal.	
Signature of Notary Public	Notage Dublic (Seel)
Signature of Motary Public	Notary Public (Seal)

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	*
County of Orange	
	angh Notary Public
On 12/01/14 before me, J. Delo	Here insert Name and Title of the Officer
personally appeared Michael J. Carver	
	Name(s) of Signer(s)
Service that the service of the serv	
J. DEIONGH Commission # 1954610 Notary Public - California Orange County My Comm. Expires Oct 28, 2015	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(jes), 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.
Place Notary Seal Above	WITNESS my hand and official seal.  Signature of Notary Public
Though the information below is not required by	Iaw, it may prove valuable to persons relying on the document
and could prevent fraudulent removal	and reattachment of this form to another document.
and could prevent fraudulent removal  Description of Attached Document	and reattachment of this form to another document.
Description of Attached Document Title or Type of Document:	and reattachment of this form to another document.
Description of Attached Document Title or Type of Document:	and reattachment of this form to another document.
Description of Attached Document Title or Type of Document:	and reattachment of this form to another document.
Description of Attached Document Title or Type of Document:  Document Date:	and reattachment of this form to another document.
Description of Attached Document Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:	and reattachment of this form to another document.
and could prevent fraudulent removal  Description of Attached Document  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):	and reattachment of this form to another document.  Number of Pages:  Signer's Name:  Corporate Officer — Title(s):
Description of Attached Document  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Individual	Number of Pages:  Signer's Name:  Corporate Officer — Title(s):  Individual
Description of Attached Document  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Individual  Partner — Limited General  Top of thumb h	And realtachment of this form to another document.  Number of Pages:
Description of Attached Document  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Individual  Partner — Limited General  Attorney in Fact	Number of Pages:  Signer's Name:  Corporate Officer — Title(s):  Individual Partner — Limited General Attorney in Fact
Description of Attached Document  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Individual Partner — Limited General Attorney in Fact Trustee	Number of Pages:  Signer's Name:  Corporate Officer — Title(s):  Individual  Partner — □ Limited □ General  Attorney in Fact □ Trustee
Description of Attached Document  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Individual  Partner — Limited General  Attorney in Fact	Number of Pages:  Signer's Name:  Corporate Officer — Title(s):  Individual Partner — Limited General Attorney in Fact

## **ACKNOWLEDGMENT**

State of California County ofOrange	
On November 25, 2014 before me,	Kelly A. Vincent, a Notary Public (insert name and title of the officer)
who proved to me on the basis of satisfactory exsubscribed to the within instrument and acknown his/her/their authorized capacity(ies); and that be person(s), or the entity upon behalf of which the	Salandi, Attorney-in-Fact vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s) acted, executed the instrument. he laws of the State of California that the foregoing
paragraph is true and correct.	
WITNESS my hand and official seal.  Signature	KELLY A. VINCENT COMM. # 2029982 ZO NOTARY PUBLIC CALFORMA ZO ORANGE COUNTY NAY COMM. EXP. JUNE 21, 2017

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

## James Scott Salandi, Leonard Ziminsky, David Jacobson, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2014.

GURETY CONTROL OF ALL STATES

WESTERN SURETY COMPANY

Paul T Bruflat Vice President

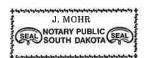
State of South Dakota County of Minnehaha

s

On this 9th day of May, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



CERTIFICATE

J. Mohr, Notary Public

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed

my name and affixed the seal of the said corporation this <u>25</u> cay of <u>November</u>, <u>2014</u>



WESTERN SURETY COMPANY

J. Nelson, Assistant Secretary



**COMPANY PROFILE** 

Company Profile

Company Search

Company Search

Results

Company Information

Old Company Names

Agent for Service

Reference Information

**NAIC Group List** 

Lines of Business

Workers' Compensation

Complaint and Request for Action/Appeals Contact Information

Financial Statements

PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company **Enforcement Action** 

Composite Complaints Studies

Find A Company Your Area

View Financial

**Company Information** 

**WESTERN SURETY COMPANY** 

P.O. BOX 5077 SIOUX FALLS, SD 57117-5077

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

NANCY FLORES C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES CA 90017

**Reference Information** 

NAIC #:	13188
California Company ID #:	0761-7
Date Authorized in California:	07/29/1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

back to top

Additional Info

Representative In

Disclaimer

**NAIC Group List** 

NAIC Group #:

0218

CNA INS GRP

Lines Of Business

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

SURETY /

back to top

© 2008 California Department of Insurance



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2014

1,000,000

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 fleu of such endorsement(s).

certificate holder in lieu	of such endorsement(s).				
PRODUCER Patriot Risk & Insurance Services 8105 Irvine Center Drive #400 Irvine, CA 92618		CONYACY NAME: PHONE		I FAX	
		(A/C, No. Ext): E-MAIL ADDRESS:	(949) 486-7900	(A/C, No): (9	19) 486-7950
		_ADDRESS.	INSURER(S) AFFORDING COV	ERAGE	NAIC B
www.patrisk.com	0G55454	INSURER A : Zui	rich American Insurance Co	mpany	16535
INSURED R. J. Noble Company	Ino	INSURER 8: American Guarantee and Liability Insurance Company			26247
15505 Lincoln Avenue	, mo. 8	INSURER C:			
P.O. Box 620		INSURER D :			
Orange CA 92856-90	020	INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 22392202		REVISIO	N NUMBER:	

- 1	NDIC	S TO CERTIFY THAT THE POLICIES ATED. NOTWITHSTANDING ANY RE	QUIREM	ENT, TERM OR CONDITION OF AN	Y CONTRACT	OR OTHER	DOCUMENT WITH RESPE	CT TO	WHICH THIS
		IFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUCH						O ALL	THE TERMS,
LT	R		INSD WV		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A	1	COMMERCIAL GENERAL LIABILITY	1	GLO017436600	7/1/2014	7/1/2015	EACH OCCURRENCE	s	1,000,0
		CLAIMS-MADE / OCCUR	1 1	ŧ	F		DAMAGE YO RENTED PREMISES (Ea occurrence)	\$	300,0
							MED EXP (Any one person)	s	5,0
	1	Contractual Liability					PERSONAL & ADV INJURY	\$	1,000,0
	GEN	NL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s	2,000,0
		POLICY PRO- LOC					PRODUCTS - COMP/OP AGG	s	2,000,0
					L.	1			

	POLICY PRO-		1	1	1		PRODUCTS - COMP/OP AGG	s	2,000,00
	OTHER:				}:			\$	
A	AUTOMOBILE LIABILITY	1		BAP017436700	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (En accident)	\$	1,000,00
	✓ ANY AUTO		1				BODILY INJURY (Per person)	\$	
1	ALL OWNED SCHEDULED AUTOS		1	1	1	l.	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS AUTOS	1			Ì		PROPERTY DAMAGE (Per accident)	\$	
								\$	
В	UMBRELLA LIAB / OCCUR			AUC017437200	7/1/2014	7/1/2015	EACH OCCURRENCE	s	10,000,00
	✓ EXCESS LIAB CLAIMS-MADE			Policy Follows Form Over	i i		AGGREGATE	\$	10,000,00
	DED RETENTIONS			Underlying General Llab.				\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		7	WC017436300	7/1/2014	7/1/2015	✓ PER OTH-		
	ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		No Deductible for Workers Compensation		Į.		E.L. EACH ACCIDENT	\$	1,000,00
l					1		EL DISEASE - EA EMPLOYEE		1.000.00

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

Re: RJN #91489 / Rancho CA Road Resurfacing, De Luz Road to Temecula City Limit Community of Santa Rosa/Prjt #80-0512
County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives are named as Additional Insured, includes Primary and Non-contributory 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.

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

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E.L. DISEASE - POLICY LIMIT

If yes, describe under DESCRIPTION OF OPERATIONS below



# Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l, Prem	Return Prem.
GLO017436600	7/1/2014	7/1/2015	7/1/2014			

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

Named Insured: R. J. Noble Company, Inc.

Address (including ZIP Code):

15505 Lincoln Avenue Orange CA

92856-9020

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Covered Operations
County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors,	
elected and appointed officials, employees, agents and representatives	

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule above, whom you are required to add as an additional insured on this policy under a written contract or written agreement.

However, if you have entered into a construction contract or construction agreement with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I Coverage A Bodily Injury And Property Damage Liability and Section I Coverage B Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement at the Location designated and described in the Schedule above.

- C. However, regardless of the provisions of Paragraphs A. and B. above:
  - 1. We will not extend any insurance coverage to any additional insured person or organization:

- a. That is not provided to you in this policy; or
- b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
- 2. We will not provide Limits of insurance to any additional insured person or organization that exceed the lower of:
  - a. The Limits of Insurance provided to you in this policy; or
  - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or 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.
- E. The following is added to Paragraph 2. Duties in The Event Of Occurrence, Offense, Claim Or Suit of Section IV Commercial General Liability Conditions:

The additional insured must see to it that:

- 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- 2. We receive written notice of a claim or "suit" as soon as practicable; and
- 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F. For the coverage provided by this endorsement:
  - 1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1177-E CW (04/12) Page 2 of 2

Muru Syl 11/18/2014

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

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

### DESIGNATED INSURED FOR **COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM** MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: R. J. Noble Company, Inc.

Endorsement Effective Date: 7/1/2014

#### SCHEDULE

#### Name Of Person(s) Or Organization(s):

County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II -Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Laure Dy 1/48-2014

#### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

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

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

(DATE)

This endorsement, effective on 7/1/2014

at 12:01 A.M. standard time, forms a part of

Policy No. WC017436300

Endorsement No.

Spenard & Ziming

of the Zurich American Insurance Company

(NAME OF INSURANCE COMPANY)

issued to R. J. Noble Company, Inc.

Premium (if any) \$

**Authorized Representative** 

We have the right to recover our payments from anyone tiable 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 mium otherwise due on such remuneration.

% of the California workers' compensation pre-

Schedule

Person or Organization

Job Description



# Commercial Umbrella Liability Policy

#### **Zurich North America**

Insurance is provided by the company designated on the Declarations of this policy.



# Commercial Umbrella Liability Policy Declarations

Insurance is provided by the company below.

Limits of Insurance:

#### American Guarantee and Liability Insurance Company

Policy Number: AUC 0174372-00 Renewal of Number:

I. Named Insured: R. J. NOBLE COMPANY, INC. Producer: PATRIOT RISK AND INSURANCE

SERVICES, INC.

2. Mailing Address: 15505 E LINCOLN AVE 8105 IRVINE CENTER DR STE 400

PO BOX 620 IRVINE, CA 92618-3076 ORANGE, CA 92865-1015

Occurrence

Email Address: jimducote@rjnoblecompany.com lsylvester@patrisk.com

3. Policy Period: From: 07/01/2014 To: 07/01/2015 at 12:01 A.M. Standard Time at the address of the Named Insured.

\$20,000,000

B. \$20,000,000 Other Aggregate

C. \$20,000,000 Products/Completed Operations Aggregate
D. \$250,000 Casualty Business Crisis Aggregate Limit

5. Retained Limit: \$0 Occurrence

6. Policy Premium:

Advance Premium \$261,186
Policy Minimum Earned Premium \$65,297

7. Schedule of Underlying Insurance: See attached Schedule of Underlying Insurance

8. Endorsements Attached: See attached Schedule of Forms and Endorsements



## **Schedule of Forms and Endorsements**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0174372-00	07/01/2014	07/01/2015	07/01/2014	67186000		

#### Named Insured and Mailing Address:

R. J. NOBLE COMPANY, INC. 15505 E LINCOLN AVE PO BOX 620 ORANGE, CA 92865-1015

#### Producer:

PATRIOT RISK AND INSURANCE SERVICES, INC. 8105 IRVINE CENTER DR STE 400 IRVINE, CA 92618-3076

Form Name	Form Number	Edition Date
Advisory Notice To Policyholders Regarding the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Regulations	U-GU-1041-A	(03/11)
Disclosure of Premium (Relating to Disposition of TRIA)	U-GU-692-C CW	(06/13)
Commercial Umbrella Liability Policy Declarations	U-UMB-D-101-C CW	(03/10)
Schedule of Underlying Insurance	U-UMB-105-A CW	(07/99)
Commercial Umbrella Liability Policy	U-UMB-103-C CW	(03/10)
Certified Act of Terrorism Retained Amount - Coverage B	U-UMB-406-C CW	(01/08)
Conditional Terrorism Retained Amount Provisions (Related to Disposition of Federal Terrorism Risk Insurance Act)	U-UMB-503-C CW	(08/13)
Care, Custody Or Control Exclusion	U-UMB-129-B CW	(07/03)
Contractors Limitation Endorsement With Consolidate Wrap-Up) Insurance Program Excluded	U-UMB-134-C CW	(06/09)
Cross Suits Exclusion	U-UMB-141-A CW	(07/99)
Employee Benefits Liability Follow Form	U-UMB-167-B CW	(07/03)
ead Exclusion	U-UMB-193-A CW	(07/99)
ungus or Bacteria Exclusion	U-UMB-385-B CW	(07/03)
Designated Work Exclusion	U-UMB-424-A CW	(07/03)
Silica or Silica Mixed Dust Exclusion	U-UMB-488-A CW	(06/04)
otal Pollution Exclusion	U-UMB-524-B CW	(03/10)
Designated Work Exclusion-Residential Operations with Apartments	U-UMB-617-A CW	(04/08)

Electronic Data Liability Exclusion	U-UMB-683-A CW	(07/09)
Important Notice - In Witness Clause	U-GU-319-F CW	(01/09)
CAP on Losses from Certified Acts of Terrorism	U-GU-767-A CW	(01/08)
California Cancellation and Nonrenewal	U-UMB-265-C CA	(04/10)
Exclusion - Collection or Distribution of Material or Information in Violation of Law	U-UMB-525-E CW	(01/12)



# **Schedule of Underlying Insurance**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0174372-00	07/01/2014	07/01/2015	07/01/2014	67186000		

#### Named Insured and Mailing Address:

C. Company: Zurich American Insurance

Company

R. J. NOBLE COMPANY, INC. 15505 E LINCOLN AVE PO BOX 620 ORANGE, CA 92865-1015

#### Producer:

PATRIOT RISK AND INSURANCE SERVICES, INC. 8105 IRVINE CENTER DR STE 400 IRVINE, CA 92618-3076

\$1,000,000

	Company, Policy No. and Term		Coverage	Applicable Limits		
A.	Company:	Zurich American Insurance Company	Commercial General Liability	\$1,000,000	Premises - Each Occurrence	
	Policy No:	GLO 0174366-00		\$1,000,000	Products / Completed Ops - Each Occurrence	
	Term:	07/01/2014 to 07/01/2015		\$2,000,000	Products / Completed Operations Aggregate	
				\$2,000,000	General Aggregate	
					Per Location /Per Project	
					Aggregate Unlimited	
				\$1,000,000	Personal Injury/ Advertising Injury	
	Company, P	olicy No. and Term	Coverage	Applicable	Limits	
3.	Company:	Zurich American Insurance Company	Commercial Auto Liability	\$1,000,000	Combined Single Limit	
	Policy No:	BAP 0174367-00				
	Term:	07/01/2014 to 07/01/2015				
	Company, P	olicy No. and Term	Coverage	Applicable	Limits	

**Employers Liability** 

**Bodily Injury By** 

Accident - Each Accident Policy No: WC 0174363-00

\$1,000,000

Bodily Injury By Disease - Each

Employee

Term:

07/01/2014 to 07/01/2015

\$1,000,000

Bodily Injury By Disease - Policy Limit



Company Profile

Company Search

Company Search Results

Company

Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers' Compensation Complaint and Request for Action/Appeals Contact Information

Financial Statements

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company **Enforcement Action** 

Composite

Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

**COMPANY PROFILE** 

**Company Information** 

**ZURICH AMERICAN INSURANCE COMPANY** 

1400 AMERICAN LANE SCHAUMBURG, IL 60196-1056 800-382-2150

Old Company Names

**Effective Date** 

Agent For Service

KASHONDA LAWSON C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N

SACRAMENTO CA 95833

Reference Information

NAIC #:	16535
California Company ID #:	4581-5
Date Authorized in California:	01/01/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

back to top

**NAIC Group List** 

NAIC Group #;

0212

ZURICH INS GRP

#### **Lines Of Business**

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 Profile

Company Search

Company Search

Results

Company Information Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers'
Compensation
Complaint and
Request for
Action/Appeals
Contact Information

Financial Statements

PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

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**Company Information** 

AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY

1400 AMERICAN LANE SCHAUMBURG, IL 60196 800-382-2150

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

KASHONDA LAWSON

C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N

SACRAMENTO CA 95833

**Reference Information** 

NAIC #:	26247
California Company ID #:	1237-7
Date Authorized in California:	12/20/1939
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

back to top

**NAIC Group List** 

NAIC Group #:

0212 ZU

ZURICH INS GRP

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AIRCRAFT

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PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

back to top