

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



*803*

**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
February 9, 2010

**SUBJECT:** Completion of improvements on Newport Road between Goetz Road and Murrieta Road and on Berea Road between Newport Road and Normandy Road.

**RECOMMENDED MOTION:** That the Board of Supervisors accept the low bid of R. J. Noble Company of Orange, CA in the amount of \$2,274,812. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

**BACKGROUND:** By Minute Order dated December 8, 2009 (agenda item 3.27) the Board authorized the Clerk of the Board to advertise for the completion of Newport Road between Goetz Road and Murrieta Road and on Berea Road between Newport Road and Normandy Road, in the Cities of Menifee and Canyon Lake area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, January 13, 2010. Nine bids were received. The basis for the selection of a contractor is the lowest responsive and

*[Signature]*

Juan C. Perez  
Director of Transportation

JCP:jrp  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 2,274,812	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010
<b>SOURCE OF FUNDS:</b> TUMF - Central zone [WRCOG] (98%), Menifee R & B Benefit District (2%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

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

**APPROVE**

BY: *[Signature]*  
Tina Grande

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: February 9, 2010  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

**Prev. Agn. Ref.** 12/8/09, Item 3.27 **District:** 3 **Agenda Number:**

**ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD**

**3.59**

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

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* 1/28/10  
DATE  
MARSHAL L. VICTOR  
Departmental Concurrence

The Honorable Board of Supervisors

RE: Completion of improvements on Newport Road between Goetz Road and Murrieta Road and on Berea Road between Newport Road and Normandy Road.

February 9, 2010

Page 2

responsible bid. The lowest responsive and responsible bid was submitted by R. J. Noble Company of Orange, CA, in the amount of \$2,274,811.50.

The total bid price, submitted by R. J. Noble Company is \$887,988.50 (28.1%) below the Engineer's Estimate.

The Transportation Improvement Program provides for the completion of improvements on Newport Road and Berea Road in the "Audie Murphy Ranch" development, in the Cities of Menifee and Canyon Lake.

The master developer of the "Audie Murphy Ranch" filed for a bankruptcy and left various roads within this development incomplete. These roads need to be completed in order to open them for public use. Strong interest has been expressed by the public and by officials of the City of Menifee and the City of Canyon Lake to complete the improvements of Newport Road and Berea Road. The necessary improvements consist of the construction of pavement, drainage facilities, modification of a traffic signal and associated work. The majority of the construction improvements are within the City of Menifee and a minor portion within the westerly segment is in the City of Canyon Lake. Both cities fully support the County's effort to complete the roadway construction.

The County was able to successfully negotiate a settlement of \$6.3 million with the bonding company that provided security to back-stop the construction of these improvements. The Transportation Department has also obtained a commitment of \$4 million from WRCOG TUMF funds toward these improvements. Together with the \$6.3 million settlement, this provides a total of \$10.3 million that the Transportation Department will use for the completion of Newport Road to six lanes between Murrieta and Goetz, and also to fully widen Goetz Road to four lanes, including a bridge over the Salt Creek Channel, between Normandy (old Newport) and Railroad Canyon Road. The Goetz Road design plans and environmental permits are being finalized and will be put out to bid this year as the second phase of this overall project. Since the County entered into the Bonds and Securities Agreement prior to the incorporation of Menifee, we are utilizing the proceeds of the settlement agreement to build these improvements on behalf of the Cities.

The project is anticipated to be completed within the existing budget as shown on Attachment A.

The contractor is qualified.

The Contractor has executed the contract, and has provided bonds and insurance which meet the requirements of the contract.

Project No. A2-0750

## Riverside County Transportation Department

## Project Costs and Budget

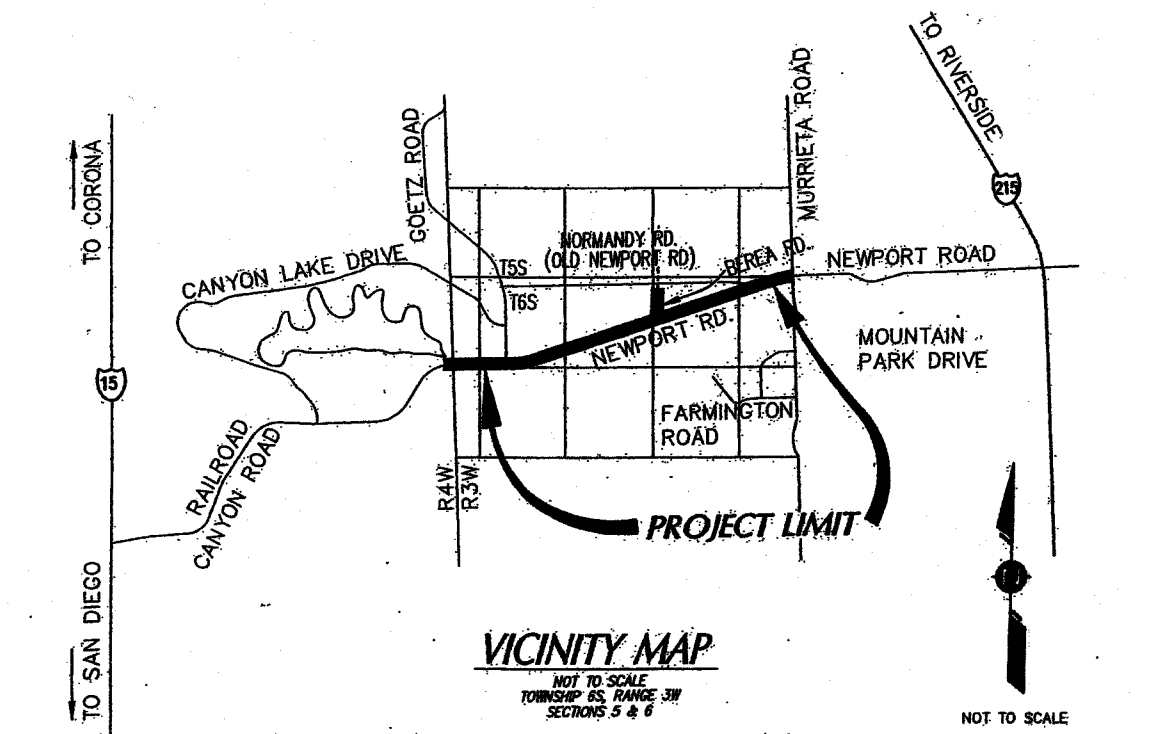
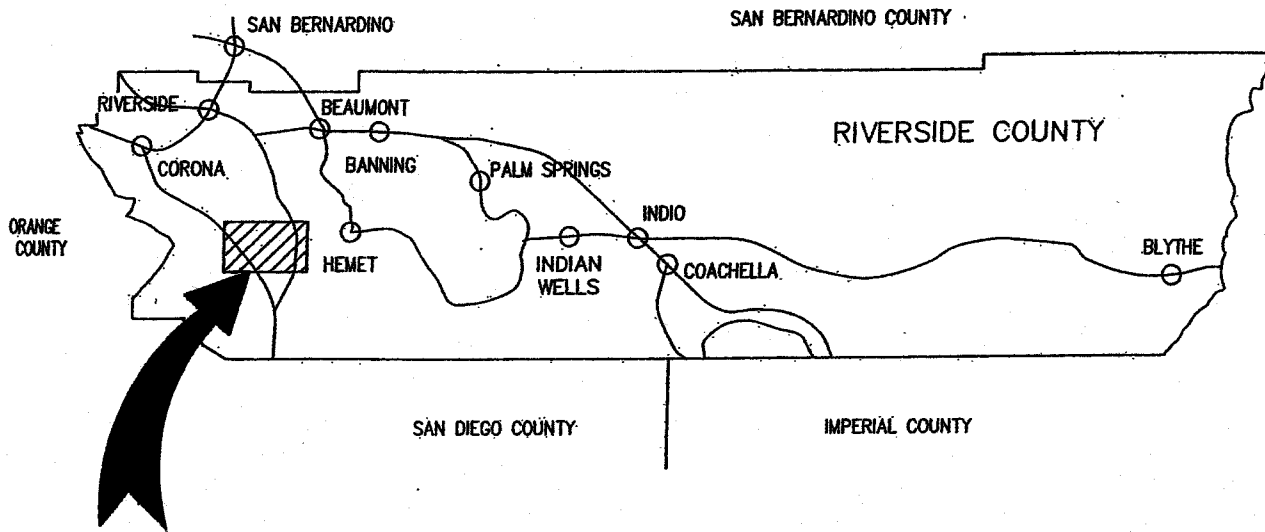
## Project Funding

## Comments

COUNTY OF RIVERSIDE  
DEPARTMENT OF TRANSPORTATION

NEWPORT RD. & BEREA RD. IMPROVEMENT PLANS

COMPLETION OF IMPROVEMENTS  
NEWPORT ROAD, 1800' WEST OF GOETZ ROAD TO MURRIETA ROAD  
BEREA ROAD, NEWPORT ROAD TO NORMANDY ROAD  
PROJECT NO. A2 - 0750



# Form 11 Attachment

## Contract/Lease/Purchase Summary Data

### ☒ Contract (for Services)

Approval/Renewal  
Sole Source  
Personal Services  
Independent Contractor  
Other than Low Bid  
Change Order  
☒ Public Works

### Lease

Approval/Renewal  
Multi-Year Lease  
Equipment  
Real Property  
Change Order

### Purchase (for Materials)

Sole Source  
Other than Low Bid  
Change Order

### Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	R.J. Noble Company
Vendor/Lessor Location:	Orange, CA

### Minority

Status: ☐ M ☐ W ☐ DV ☒ None

Local Preference Applied: ☐ Yes ☐ No ☒ N/A

Local Preference Award Cost \$  
(5% maximum preference)

Local Preference FYTD: Cost \$

# of Orders

### Applicable Board Policy #

### Comments:

### RFQ/RFP Process:

Date Mailed:  
Response Date:  
# of Responses:  
# of Qualified Responses:

### Bidding Process:

Bid Range: \$ 2,274,811.50 to \$ 3,383,000.00  
Local Bid Range: N/A  
Responsive and

### Contract/Lease Renewals Only

#### Existing Agreement Items

#### Proposed Agreement Items

1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

(continue on blank sheet if necessary)

**NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT**

# Riverside County Transportation Department Summary of Bids

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27 )

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid		COUNTY'S ESTIMATE				R.J. NOBLE Orange, CA 92856		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID	AMOUNT
1	999990	MOBILIZATION	LS	1	31,000.00	31,000.00	10,000.00	10,000.00
2	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,200	16.50	19,800.00	19.50	23,400.00
3	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6' AND 8']	LF	3,000	13.50	40,500.00	17.75	53,250.00
4	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	3	1,600.00	4,800.00	5,100.00	15,300.00
5	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	24,000.00	24,000.00
6	074020	WATER POLLUTION CONTROL	LS	1	20,000.00	20,000.00	5,000.00	5,000.00
7	120100	TRAFFIC CONTROL SYSTEM	LS	1	44,400.00	44,400.00	74,000.00	74,000.00
8	066105	RESIDENT ENGINEERS OFFICE	LS	1	14,677.00	14,677.00	5,500.00	5,500.00
9	160101	CLEARING AND GRUBBING [INCLUDING CULVERTS AND MEDIAN]	LS	1	20,000.00	20,000.00	10,000.00	10,000.00
10	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
11	190101	EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]	CY	4,100	25.54	104,714.00	19.00	77,900.00
12	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	675	11.00	7,425.00	14.00	9,450.00
13	018031	GUARD RAILING (BARRICADE) (CRS 810)	LF	512	100.00	51,200.00	36.00	18,432.00
14	260201	CLASS 2 AGGREGATE BASE	CY	350	57.63	20,170.50	35.00	12,250.00
15	390130	HOT MIX ASPHALT	TON	26,000	75.00	1,950,000.00	53.00	1,378,000.00
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	4	2,200.00	8,800.00	2,500.00	10,000.00
17	510501	MINOR CONCRETE [CUT OFF WALL = 150']	EA	1	10,000.00	10,000.00	24,000.00	24,000.00
18	721017	ROCK SLOPE PROTECTION (2-TON, METHOD B)	CY	7,246	55.00	398,530.00	26.00	188,396.00
19	721022	ROCK SLOPE PROTECTION (1-TON, METHOD B)	CY	281	55.00	15,455.00	26.00	7,306.00
20		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
21	721007	ROCK SLOPE PROTECTION (1/4-TON, METHOD B)	CY	800	39.50	31,600.00	24.00	19,200.00
22	650014	18" REINFORCED CONCRETE PIPE	LF	748	75.00	56,100.00	95.00	71,060.00
23	800300	CHAIN LINK FENCE [RCFC&WCD STD. DWG. NO. M-801]	LF	160	36.00	5,760.00	39.00	6,240.00
24		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
25		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
26		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
27	510501	MINOR CONCRETE [4" THICK CONCRETE PAD, 6'x6' INCLUDING 10'x10' WIRE MESH, 2' ABOVE THE INLET PIPE SOFFIT, LINE J]	LS	1	2,000.00	2,000.00	1,900.00	1,900.00
28	000003	MEDIAN DRAIN CONNECTION (RCFC&WCD STD. DWG. D73, TYPE G1)	EA	4	4,725.00	18,900.00	3,700.00	14,800.00
29	000003	MEDIAN DRAIN INLET (CALTRANS STD. DWG. TYPE G1)	EA	6	2,000.00	12,000.00	3,800.00	22,800.00
30		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00

# Riverside County Transportation Department Summary of Bids

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27 )

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

COUNTY'S ESTIMATE				R.J. NOBLE Orange, CA 92856				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID	AMOUNT
31		ITEM DELETED BY ADDENDUM			0.00	0.00		0.00
32	152440	ADJUST MANHOLE TO GRADE (INCLUDING FRAME)	EA	36	368.75	13,275.00	300.00	10,800.00
33	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,000	2.70	5,400.00	2.10	4,200.00
34	840656	PAINT TRAFFIC STRIPE (2 COAT)	LF	62,100	0.22	13,662.00	0.14	8,694.00
35	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,200	2.95	3,540.00	2.35	2,820.00
36	566011	ROADSIDE SIGN-ONE POST	EA	61	434.00	26,474.00	155.00	9,455.00
37	000003	SIGNAL RELATED MODIFICATION INCLUDING VIDEO DETECTOR SYSTEM, 4 IIS&S (CRS 1200), TECHNICAL SUPPORT FOR CONTROL CABINET/EVP SYSTEM, BBS SYSTEM, SIX DETECTOR LOOPS AND OTHERS	LS	1	40,000.00	40,000.00	52,000.00	52,000.00
38	150740	REMOVE SIGN [EXISTING]	EA	2	100.00	200.00	113.00	226.00
39	000003	JUNCTION STRUCTURE JS227	EA	2	4,730.00	9,460.00	3,650.00	7,300.00
40	011506	WEDGE PLANE ASPHALT CONCRETE	LF	21,300	1.18	25,134.00	0.90	19,170.00
41	993002	RELOCATE FIRE HYDRANT	EA	17	4,033.00	68,561.00	2,500.00	42,500.00
42	820107	DELINEATOR (CLASS 1) [TYPE Q]	EA	210	40.00	8,400.00	25.00	5,250.00
43	000003	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE	LS	1	5,000.00	5,000.00	1,900.00	1,900.00
44	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1,850	4.25	7,862.50	3.25	6,012.50
		Subtotal				3,124,800.00		2,257,511.50
		Items 1-44						

## Alternate Bid

ITEM NO.	ITEM CODE	ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID	AMOUNT
45	000003	STATER BROTHER'S DRIVEWAY AND RELATED IMPROVEMENTS	LS	1	38,000.00	38,000.00	17,300.00	17,300.00
		Project Total				3,162,800.00		2,274,811.50
		Item 1-45						

# Riverside County Transportation Department Summary of Bids

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27 )

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid				ALL AMERICAN ASPHALT Corona, Ca 92878-2229			BEADOR CONSTRUCTION Corona, Ca 92883		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID	AMOUNT	BID	AMOUNT	
1	999990	MOBILIZATION	LS	1	10,000.00	10,000.00	10,000.00	10,000.00	
2	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,200	12.06	14,472.00	14.00	16,800.00	
3	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6' AND 8']	LF	3,000	6.14	18,420.00	10.00	30,000.00	
4	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	3	3,313.64	9,940.92	3,000.00	9,000.00	
5	066102	DUST ABATEMENT	LS	1	3,500.00	3,500.00	25,000.00	25,000.00	
6	074020	WATER POLLUTION CONTROL	LS	1	15,000.00	15,000.00	25,000.00	25,000.00	
7	120100	TRAFFIC CONTROL SYSTEM	LS	1	46,644.19	46,644.19	239,244.00	239,244.00	
8	066105	RESIDENT ENGINEERS OFFICE	LS	1	4,692.00	4,692.00	15,000.00	15,000.00	
9	160101	CLEARING AND GRUBBING [INCLUDING CULVERTS AND MEDIAN]	LS	1	10,000.00	10,000.00	10,000.00	10,000.00	
10	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00	
11	190101	EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]	CY	4,100	26.60	109,060.00	12.00	49,200.00	
12	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	675	19.97	13,479.75	9.00	6,075.00	
13	018031	GUARD RAILING (BARRICADE) (CRS 810)	LF	512	29.00	14,848.00	28.00	14,336.00	
14	260201	CLASS 2 AGGREGATE BASE	CY	350	52.58	18,403.00	46.00	16,100.00	
15	390130	HOT MIX ASPHALT	TON	26,000	61.28	1,593,280.00	58.00	1,508,000.00	
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	4	2,025.00	8,100.00	3.00	12.00	
17	510501	MINOR CONCRETE [CUT OFF WALL = 150']	EA	1	7,500.00	7,500.00	20,000.00	20,000.00	
18	721017	ROCK SLOPE PROTECTION (2-TON, METHOD B)	CY	7,246	47.94	347,373.24	44.00	318,824.00	
19	721022	ROCK SLOPE PROTECTION (1-TON, METHOD B)	CY	281	47.94	13,471.14	44.00	12,364.00	
20	_____	ITEM DELETED BY ADDENDUM	_____	_____	0.00	0.00	0.00	0.00	
21	721007	ROCK SLOPE PROTECTION (1/4-TON, METHOD B)	CY	800	47.94	38,352.00	44.00	35,200.00	
22	650014	18" REINFORCED CONCRETE PIPE	LF	748	85.68	64,088.64	54.00	40,392.00	
23	800300	CHAIN LINK FENCE [RCFC&WCD STD. DWG. NO. M-801]	LF	160	29.70	4,752.00	40.00	6,400.00	
24	_____	ITEM DELETED BY ADDENDUM	_____	_____	0.00	0.00	0.00	0.00	
25	_____	ITEM DELETED BY ADDENDUM	_____	_____	0.00	0.00	0.00	0.00	
26	_____	ITEM DELETED BY ADDENDUM	_____	_____	0.00	0.00	0.00	0.00	
27	510501	MINOR CONCRETE [4" THICK CONCRETE PAD, 6'X6' INCLUDING 10'X10' WIRE MESH, 2' ABOVE THE INLET PIPE SOFFIT, LINE J]	LS	1	255.00	255.00	4,000.00	4,000.00	
28	000003	MEDIAN DRAIN CONNECTION (RCFC&WCD STD. DWG. D73, TYPE G1)	EA	4	2,040.00	8,160.00	3,000.00	12,000.00	
29	000003	MEDIAN DRAIN INLET (CALTRANS STD. DWG. TYPE G1)	EA	6	3,570.00	21,420.00	3,500.00	21,000.00	
30	_____	ITEM DELETED BY ADDENDUM	_____	_____	0.00	0.00	0.00	0.00	



# Riverside County Transportation Department Summary of Bids

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27 )

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid			ALL AMERICAN ASPHALT Corona, Ca 92878-2229		BEADOR CONSTRUCTION Corona, Ca 92883		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID	AMOUNT	AMOUNT
31		ITEM DELETED BY ADDENDUM					0.00
32	152440	ADJUST MANHOLE TO GRADE (INCLUDING FRAME)	EA	36	300.00	10,800.00	25,200.00
33	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,000	4.33	8,660.00	5,500.00
34	840656	PAINT TRAFFIC STRIPE (2 COAT)	LF	62,100	0.13	8,073.00	9,315.00
35	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,200	2.29	2,748.00	2,700.00
36	566011	ROADSIDE SIGN-ONE POST	EA	61	49.98	3,048.78	3,050.00
37	000003	SIGNAL RELATED MODIFICATION INCLUDING VIDEO DETECTOR SYSTEM, 4 IIS&S (CRS 1200), TECHNICAL SUPPORT FOR CONTROL CABINET/EVP SYSTEM, BBS SYSTEM, SIX DETECTOR LOOPS AND OTHERS	LS	1	51,128.52	51,128.52	52,500.00
38	150740	REMOVE SIGN [EXISTING]	EA	2	100.00	200.00	500.00
39	000003	JUNCTION STRUCTURE JS227	EA	2	2,040.00	4,080.00	6,000.00
40	011506	WEDGE PLANE ASPHALT CONCRETE	LF	21,300	0.71	15,123.00	25,560.00
41	993002	RELOCATE FIRE HYDRANT	EA	17	2,805.00	47,685.00	30,600.00
42	820107	DELINEATOR (CLASS 1) [TYPE Q]	EA	210	35.00	7,350.00	5,040.00
43	000003	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE	LS	1	1,764.60	1,764.60	2,000.00
44	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1,850	4.00	7,400.00	7,400.00
Subtotal						2,568,272.78	2,624,312.00
Items 1-44							

Alternate Bid		ITEM		AMOUNT	
ITEM NO.	ITEM CODE	UNITS	QUANTITY	BID	AMOUNT
45	000003	LS	1	12,791.38	10,000.00
STATER BROTHER'S DRIVEWAY AND RELATED IMPROVEMENTS					
Project Total					
Item 1-45					2,634,312.00

# Riverside County Transportation Department Summary of Bids

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27 )  
Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid			IMPERIAL PAVING CO. Santa Fe Springs, Ca 90670			EXCEL PAVING COMPANY Long Beach, Ca 90806		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID	AMOUNT	BID	AMOUNT
1	999990	MOBILIZATION	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
2	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,200	20.00	24,000.00	24.00	28,800.00
3	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6' AND 8']	LF	3,000	18.00	54,000.00	27.00	81,000.00
4	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	3	320.00	960.00	11,000.00	33,000.00
5	066102	DUST ABATEMENT	LS	1	3,500.00	3,500.00	9,500.00	9,500.00
6	074020	WATER POLLUTION CONTROL	LS	1	6,500.00	6,500.00	9,500.00	9,500.00
7	120100	TRAFFIC CONTROL SYSTEM	LS	1	110,000.00	110,000.00	136,000.00	136,000.00
8	066105	RESIDENT ENGINEERS OFFICE	LS	1	500.00	500.00	9,500.00	9,500.00
9	160101	CLEARING AND GRUBBING [INCLUDING CULVERTS AND MEDIAN]	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
10	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
11	190101	EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]	CY	4,100	25.00	102,500.00	30.00	123,000.00
12	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	675	7.00	4,725.00	20.00	13,500.00
13	018031	GUARD RAILING (BARRICADE) (CRS 810)	LF	512	48.00	24,576.00	30.00	15,360.00
14	260201	CLASS 2 AGGREGATE BASE	CY	350	43.00	15,050.00	28.00	9,800.00
15	390130	HOT MIX ASPHALT	TON	26,000	65.00	1,690,000.00	60.00	1,560,000.00
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	4	1,000.00	4,000.00	2,200.00	8,800.00
17	510501	MINOR CONCRETE [CUT OFF WALL = 150']	EA	1	5,600.00	5,600.00	7,500.00	7,500.00
18	721017	ROCK SLOPE PROTECTION (2-TON, METHOD B)	CY	7,246	48.00	347,808.00	50.00	362,300.00
19	721022	ROCK SLOPE PROTECTION (1-TON, METHOD B)	CY	281	48.00	13,488.00	50.00	14,050.00
20	_____	ITEM DELETED BY ADDENDUM	_____	_____	0.00	0.00	0.00	0.00
21	721007	ROCK SLOPE PROTECTION (1/4-TON, METHOD B)	CY	800	48.00	38,400.00	50.00	40,000.00
22	650014	18" REINFORCED CONCRETE PIPE	LF	748	99.00	74,052.00	100.00	74,800.00
23	800300	CHAIN LINK FENCE [RCFC&WCD STD. DWG. NO. M-801]	LF	160	44.00	7,040.00	39.00	6,240.00
24	_____	ITEM DELETED BY ADDENDUM	_____	_____	0.00	0.00	0.00	0.00
25	_____	ITEM DELETED BY ADDENDUM	_____	_____	0.00	0.00	0.00	0.00
26	_____	ITEM DELETED BY ADDENDUM	_____	_____	0.00	0.00	0.00	0.00
27	510501	MINOR CONCRETE [4" THICK CONCRETE PAD, 6'X6' INCLUDING 10'X10' WIRE MESH, 2' ABOVE THE INLET PIPE SOFFIT, LINE J]	LS	1	7,000.00	7,000.00	2,500.00	2,500.00
28	000003	MEDIAN DRAIN CONNECTION [RCFC&WCD STD. DWG. D73, TYPE G1]	EA	4	1,900.00	7,600.00	3,500.00	14,000.00
29	000003	MEDIAN DRAIN INLET [CALTRANS STD. DWG. TYPE G1]	EA	6	2,800.00	16,800.00	4,800.00	28,800.00
30	_____	ITEM DELETED BY ADDENDUM	_____	_____	0.00	0.00	0.00	0.00

# Riverside County Transportation Department Summary of Bids

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27 )  
Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid		IMPERIAL PAVING CO. Santa Fe Springs, Ca 90670			EXCEL PAVING COMPANY Long Beach, Ca 90806			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID	AMOUNT	BID	AMOUNT
31		ITEM DELETED BY ADDENDUM			0.00	0.00		0.00
32	152440	ADJUST MANHOLE TO GRADE [INCLUDING FRAME]	EA	36	1,000.00	36,000.00	585.00	21,060.00
33	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,000	2.10	4,200.00	2.75	5,500.00
34	840656	PAINT TRAFFIC STRIPE (2 COAT)	LF	62,100	0.21	13,041.00	0.13	8,073.00
35	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,200	2.30	2,760.00	2.25	2,700.00
36	566011	ROADSIDE SIGN-ONE POST	EA	61	155.00	9,455.00	50.00	3,050.00
37	000003	SIGNAL RELATED MODIFICATION INCLUDING VIDEO DETECTOR SYSTEM, 4 IIS&S (CRS 1200), TECHNICAL SUPPORT FOR CONTROL CABINET/EVP SYSTEM, BBS SYSTEM, SIX DETECTOR LOOPS AND OTHERS	LS	1	50,000.00	50,000.00	75,000.00	75,000.00
38	150740	REMOVE SIGN [EXISTING]	EA	2	115.00	230.00	110.00	220.00
39	000003	JUNCTION STRUCTURE JS227	EA	2	1,900.00	3,800.00	2,750.00	5,500.00
40	011506	WEDGE PLANE ASPHALT CONCRETE	LF	21,300	1.00	21,300.00	1.10	23,430.00
41	993002	RELOCATE FIRE HYDRANT	EA	17	2,900.00	49,300.00	3,100.00	52,700.00
42	820107	DELINEATOR (CLASS 1) [TYPE Q]	EA	210	26.00	5,460.00	24.00	5,040.00
43	000003	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE	LS	1	1,700.00	1,700.00	6,500.00	6,500.00
44	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1,850	5.00	9,250.00	1.60	2,960.00
Subtotal						2,789,595.00		2,824,683.00
Items 1-44								

Alternate Bid		ITEM		AMOUNT	
ITEM NO.	ITEM CODE	UNITS	QUANTITY	BID	AMOUNT
45	000003	LS	1	5,000.00	5,000.00
STATER BROTHER'S DRIVEWAY AND RELATED IMPROVEMENTS					15,000.00
Project Total					
Items 1-45					2,839,683.00

# Riverside County Transportation Department Summary of Bids

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27 )

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid			ELITE BOBCAT SERVICE, INC. Corona, CA 92879			RIVERSIDE CONSTRUCTION Riverside, CA 92501		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID	AMOUNT	BID	AMOUNT
1	999990	MOBILIZATION	LS	1	63,000.00	63,000.00	10,000.00	10,000.00
2	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,200	15.00	18,000.00	19.00	22,800.00
3	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6' AND 8']	LF	3,000	9.00	27,000.00	15.00	45,000.00
4	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	3	3,400.00	10,200.00	5,000.00	15,000.00
5	066102	DUST ABATEMENT	LS	1	5,300.00	5,300.00	60,000.00	60,000.00
6	074020	WATER POLLUTION CONTROL	LS	1	4,000.00	4,000.00	10,000.00	10,000.00
7	120100	TRAFFIC CONTROL SYSTEM	LS	1	67,000.00	67,000.00	45,000.00	45,000.00
8	066105	RESIDENT ENGINEERS OFFICE	LS	1	36,000.00	36,000.00	15,000.00	15,000.00
9	160101	CLEARING AND GRUBBING [INCLUDING CULVERTS AND MEDIAN]	LS	1	50,000.00	50,000.00	10,000.00	10,000.00
10	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	5,000.00	5,000.00
11	190101	EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]	CY	4,100	45.00	184,500.00	35.00	143,500.00
12	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	675	6.00	4,050.00	12.00	8,100.00
13	018031	GUARD RAILING (BARRICADE) (CRS 810)	LF	512	40.00	20,480.00	46.00	23,552.00
14	260201	CLASS 2 AGGREGATE BASE	CY	350	37.00	12,950.00	80.00	28,000.00
15	390130	HOT MIX ASPHALT	TON	26,000	62.00	1,612,000.00	59.00	1,534,000.00
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	4	1,700.00	6,800.00	3,300.00	13,200.00
17	510501	MINOR CONCRETE [CUT OFF WALL = 150']	EA	1	22,000.00	22,000.00	8,500.00	8,500.00
18	721017	ROCK SLOPE PROTECTION (2-TON, METHOD B)	CY	7,246	49.00	355,054.00	60.00	434,760.00
19	721022	ROCK SLOPE PROTECTION (1-TON, METHOD B)	CY	281	49.00	13,769.00	60.00	16,860.00
20		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
21	721007	ROCK SLOPE PROTECTION (1/4-TON, METHOD B)	CY	800	49.00	39,200.00	55.00	44,000.00
22	650014	18" REINFORCED CONCRETE PIPE	LF	748	90.00	67,320.00	80.00	59,840.00
23	800300	CHAIN LINK FENCE [RCFC&WCD STD. DWG. NO. M-801]	LF	160	28.00	4,480.00	40.00	6,400.00
24		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
25		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
26		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
27	510501	MINOR CONCRETE [4" THICK CONCRETE PAD, 8'x6' INCLUDING 10'x10' WIRE MESH, 2' ABOVE THE INLET PIPE SOFFIT, LINE J]	LS	1	1,300.00	1,300.00	18,000.00	18,000.00
28	000003	MEDIAN DRAIN CONNECTION (RCFC&WCD STD. DWG. D73, TYPE G1)	EA	4	2,600.00	10,400.00	3,350.00	13,400.00
29	000003	MEDIAN DRAIN INLET (CALTRANS STD. DWG. TYPE G1)	EA	6	3,600.00	21,600.00	3,300.00	19,800.00
30		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00

# Riverside County Transportation Department Summary of Bids

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27 )

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

ELITE BOBCAT SERVICE, INC.

Corona, CA 92879

RIVERSIDE CONSTRUCTION  
Riverside, CA 92501

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID	AMOUNT	BID	AMOUNT
31		ITEM DELETED BY ADDENDUM						
32	152440	ADJUST MANHOLE TO GRADE [INCLUDING FRAME]	EA	36	600.00	21,600.00	0.00	0.00
33	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,000	2.50	5,000.00	1,100.00	39,600.00
34	840656	PAINT TRAFFIC STRIPE (2 COAT)	LF	62,100	0.20	12,420.00	2.30	4,600.00
35	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,200	3.25	3,900.00	0.25	15,525.00
36	566011	ROADSIDE SIGN-ONE POST	EA	61	200.00	12,200.00	2.60	3,120.00
37	000003	SIGNAL RELATED MODIFICATION INCLUDING VIDEO DETECTOR SYSTEM, 4 IIS&S (CRS 1200), TECHNICAL SUPPORT FOR CONTROL CABINET/EVP SYSTEM, BBS SYSTEM, SIX DETECTOR LOOPS AND OTHERS	LS	1	51,000.00	51,000.00	65,000.00	12,200.00
38	150740	REMOVE SIGN [EXISTING]	EA	2	130.00	260.00	41.00	82.00
39	000003	JUNCTION STRUCTURE JS227	EA	2	2,600.00	5,200.00	5,000.00	10,000.00
40	011506	WEDGE PLANE ASPHALT CONCRETE	LF	21,300	1.20	25,560.00	1.10	23,430.00
41	993002	RELOCATE FIRE HYDRANT	EA	17	3,000.00	51,000.00	2,500.00	42,500.00
42	820107	DELINEATOR (CLASS 1) [TYPE Q]	EA	210	36.00	7,560.00	26.00	5,460.00
43	000003	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE	LS	1	1,800.00	1,800.00	2,500.00	2,500.00
44	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1,850	7.00	12,950.00	6.50	12,025.00
		Subtotal				2,869,853.00		
		Items 1-44						2,845,754.00

## Alternate Bid

ITEM NO.	ITEM CODE	ITEM	UNITS	QUANTITY	BID	AMOUNT	BID	AMOUNT
45	000003	STATER BROTHER'S DRIVEWAY AND RELATED IMPROVEMENTS	LS	1	28,000.00	28,000.00	55,000.00	55,000.00
		Project Total				2,897,853.00		
		Items 1-45						2,900,754.00

# Riverside County Transportation Department Summary of Bids

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27 )

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid ITEM NO. ITEM CODE	CONTRACT ITEM	UNITS	COOLEY CONSTRUCTION Hesperia, CA 92345			HARDY & HARPER, INC. Santa Ana, Ca 92705		
			QUANTITY	BID	AMOUNT	BID	AMOUNT	AMOUNT
1	999980 MOBILIZATION	LS	1	10,000.00	10,000.00	131,000.00	131,000.00	131,000.00
2	017304 MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,200	14.80	17,760.00	33.33	39,996.00	39,996.00
3	017309 MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6' AND 8']	LF	3,000	13.09	39,270.00	27.27	81,810.00	81,810.00
4	731516 MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	3	3,400.00	10,200.00	5,000.00	15,000.00	15,000.00
5	066102 DUST ABATEMENT	LS	1	10,600.00	10,600.00	13,000.00	13,000.00	13,000.00
6	074020 WATER POLLUTION CONTROL	LS	1	28,000.00	28,000.00	13,698.00	13,698.00	13,698.00
7	120100 TRAFFIC CONTROL SYSTEM	LS	1	73,741.00	73,741.00	98,000.00	98,000.00	98,000.00
8	066105 RESIDENT ENGINEERS OFFICE	LS	1	8,200.00	8,200.00	13,000.00	13,000.00	13,000.00
9	160101 CLEARING AND GRUBBING [INCLUDING CULVERTS AND MEDIAN]	LS	1	10,000.00	10,000.00	202,000.00	202,000.00	202,000.00
10	170101 DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	13,000.00	13,000.00	13,000.00
11	190101 EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]	CY	4,100	75.00	307,500.00	29.29	120,089.00	120,089.00
12	017302 MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	675	10.30	6,952.50	14.00	9,450.00	9,450.00
13	018031 GUARD RAILING (BARRICADE) (CRS 810)	LF	512	38.40	19,660.80	35.00	17,920.00	17,920.00
14	260201 CLASS 2 AGGREGATE BASE	CY	350	48.00	16,800.00	100.00	35,000.00	35,000.00
15	390130 HOT MIX ASPHALT	TON	26,000	64.00	1,664,000.00	59.59	1,549,340.00	1,549,340.00
16	017315 MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	4	2,170.00	8,680.00	3,000.00	12,000.00	12,000.00
17	510501 MINOR CONCRETE [CUT OFF WALL = 150']	EA	1	10,000.00	10,000.00	13,000.00	13,000.00	13,000.00
18	721017 ROCK SLOPE PROTECTION (2-TON, METHOD B)	CY	7,246	53.00	384,038.00	62.00	449,252.00	449,252.00
19	721022 ROCK SLOPE PROTECTION (1-TON, METHOD B)	CY	281	69.00	19,389.00	57.00	16,017.00	16,017.00
20	ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	0.00
21	721007 ROCK SLOPE PROTECTION (1/4-TON, METHOD B)	CY	800	57.00	45,600.00	65.00	52,000.00	52,000.00
22	650014 18" REINFORCED CONCRETE PIPE	LF	748	53.00	39,644.00	110.00	82,280.00	82,280.00
23	800300 CHAIN LINK FENCE [RCFC&WCD STD. DWG. NO. M-801]	LF	160	43.00	6,880.00	65.00	10,400.00	10,400.00
24	ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	0.00
25	ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	0.00
26	ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	0.00
27	510501 MINOR CONCRETE [4" THICK CONCRETE PAD, 6'X6' INCLUDING 10'X10' WIRE MESH, 2' ABOVE THE INLET PIPE SOFFIT, LINE J]	LS	1	6,000.00	6,000.00	8,000.00	8,000.00	8,000.00
28	000003 MEDIAN DRAIN CONNECTION (RCFC&WCD STD. DWG. D73, TYPE G1)	EA	4	2,500.00	10,000.00	2,000.00	8,000.00	8,000.00
29	000003 MEDIAN DRAIN INLET (CALTRANS STD. DWG. TYPE G1)	EA	6	3,400.00	20,400.00	3,000.00	18,000.00	18,000.00
30	ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	0.00

# Riverside County Transportation Department Summary of Bids

PROJECT: Newport Road and Berea Road

Advised: December 8, 2009 (Agenda Item:3.27 )

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid				COOLEY CONSTRUCTION Hesperia, CA 92345			HARDY & HARPER, INC. Santa Ana, Ca 92705		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID	AMOUNT	BID	AMOUNT	
31		ITEM DELETED BY ADDENDUM			0.00	0.00		0.00	
32	152440	ADJUST MANHOLE TO GRADE [INCLUDING FRAME]	EA	36	950.00	34,200.00	1,000.00	36,000.00	
33	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,000	2.17	4,340.00	2.50	5,000.00	
34	840656	PAINT TRAFFIC STRIPE (2 COAT)	LF	62,100	0.24	14,904.00	0.25	15,525.00	
35	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,200	2.50	3,000.00	3.00	3,600.00	
36	566011	ROADSIDE SIGN-ONE POST	EA	61	1.63	99.43	200.00	12,200.00	
37	000003	SIGNAL RELATED MODIFICATION INCLUDING VIDEO DETECTOR SYSTEM, 4 IIS&S (CRS 1200), TECHNICAL SUPPORT FOR CONTROL CABINET/EVP SYSTEM, BBS SYSTEM, SIX DETECTOR LOOPS AND OTHERS	LS	1	58,000.00	58,000.00	69,000.00	69,000.00	
38	150740	REMOVE SIGN [EXISTING]	EA	2	119.00	238.00	100.00	200.00	
39	000003	JUNCTION STRUCTURE JS227	EA	2	2,500.00	5,000.00	2,000.00	4,000.00	
40	011506	WEDGE PLANE ASPHALT CONCRETE	LF	21,300	1.34	28,542.00	1.21	25,773.00	
41	993002	RELOCATE FIRE HYDRANT	EA	17	1,500.00	25,500.00	3,000.00	51,000.00	
42	820107	DELINEATOR (CLASS 1) [TYPE Q]	EA	210	27.00	5,670.00	50.00	10,500.00	
43	000003	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE	LS	1	1,900.00	1,900.00	16,000.00	16,000.00	
44	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1,850	5.30	9,805.00	7.00	12,950.00	
Subtotal						2,969,513.73			
Items 1-44								3,283,000.00	

Alternate Bid							
ITEM NO.	ITEM CODE	ITEM	UNITS	QUANTITY	BID	AMOUNT	AMOUNT
45	000003	STATER BROTHER'S DRIVEWAY AND RELATED IMPROVEMENTS	LS	1	44,000.00	44,000.00	100,000.00
		Project Total				3,013,513.73	
		Items 1-45					3,383,000.00

## 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 **R.J. Noble 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, **Newport Road from 1800' West of Goetz Road to Murrieta Road and Berea Road from Normandy Road to Newport Road, Project No. A2-0750**, 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. 2. (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.

**NEWPORT ROAD  
FROM 1800 FEET WEST OF GOETZ ROAD TO MURRIETA ROAD**

**BEREA ROAD  
FROM NORMANDY ROAD TO NEWPORT ROAD**

**PROJECT NO. A2-0750**

**AGREEMENT**

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	999990	1	LS	MOBILIZATION	10,000.00	10,000.00
2.	017304	1,200	LF	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	19.50	23,400.00
3.	017309	3,000	LF	MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6' AND 8']	17.75	53,250.00
4.	731516	3	EA	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	5,100.00	15,300.00
5.	066102	1	LS	DUST ABATEMENT	24,000.00	24,000.00
6.	074020	1	LS	WATER POLLUTION CONTROL	5,000.00	5,000.00
7.	120100	1	LS	TRAFFIC CONTROL SYSTEM	74,000.00	74,000.00
8.	066105	1	LS	RESIDENT ENGINEERS OFFICE	5,500.00	5,500.00
9.	160101	1	LS	CLEARING AND GRUBBING [INCLUDING CULVERTS AND MEDIAN]	10,000.00	10,000.00
10.	170101	1	LS	DEVELOP WATER SUPPLY	5,000.00	5,000.00
11.	190101	4,100	CY	EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]	19.00	77,900.00
12.	017302	675	SQFT	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	14.00	9,450.00
13.	018031	512	LF	GUARD RAILING (BARRICADE) (CRS 810)	36.00	18,432.00
14.	260201	350	CY	CLASS 2 AGGREGATE BASE	35.00	12,250.00
15.	390130	26,000	TON	HOT MIX ASPHALT	53.00	1,378,000.00
16.	017315	4	EA	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	2,500.00	10,000.00
17.	510501	1	EA	MINOR CONCRETE [CUT OFF WALL = 150']	24,000.00	24,000.00
18.	721017	7,246	CY	ROCK SLOPE PROTECTION (2-TON, METHOD B)	26.00	188,396.00
19.	721022	281	CY	ROCK SLOPE PROTECTION (1-TON, METHOD B)	26.00	7,306.00
20.	-----	-----	-----	ITEM DELETED BY ADDENDUM	-----	-----
21.	721007	800	CY	ROCK SLOPE PROTECTION (1/4-TON, METHOD B)	24.00	19,200.00
22.	650014	748	LF	18" REINFORCED CONCRETE PIPE	95.00	71,060.00
23.	800300	160	LF	CHAIN LINK FENCE [RCFC&WCD STD. DWG. NO. M-801]	39.00	6,240.00
24.	-----	-----	-----	ITEM DELETED BY ADDENDUM	-----	-----
25.	-----	-----	-----	ITEM DELETED BY ADDENDUM	-----	-----
26.	-----	-----	-----	ITEM DELETED BY ADDENDUM	-----	-----

## AGREEMENT

(CONTINUED)

### BASE BID

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
27.	510501	1	LS	MINOR CONCRETE [4" THICK CONCRETE PAD, 6'X6' INCLUDING 10'X10' WIRE MESH, 2' ABOVE THE INLET PIPE SOFFIT, LINE J]	1,900.00	1,900.00
28.	000003	4	EA	MEDIAN DRAIN CONNECTION (RCFC&WCD STD. DWG. TYPE 2 & 3)	3,700.00	14,800.00
29.	000003	6	EA	MEDIAN DRAIN INLET (CALTRANS STD. DWG. D73, TYPE G1)	3,800.00	22,800.00
30.	-----	-----	-----	ITEM DELETED BY ADDENDUM	-----	-----
31.	-----	-----	-----	ITEM DELETED BY ADDENDUM	-----	-----
32.	152440	36	EA	ADJUST MANHOLE TO GRADE [INCLUDING FRAME]	300.00	10,800.00
33.	840519	2,000	SQFT	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	2.10	4,200.00
34.	840656	62,100	LF	PAINT TRAFFIC STRIPE (2 COAT)	0.14	8,694.00
35.	850102	1,200	EA	PAVEMENT MARKER (REFLECTIVE)	2.35	2,820.00
36.	566011	61	EA	ROADSIDE SIGN - ONE POST	155.00	9,455.00
37.	000003	1	LS	SIGNAL RELATED MODIFICATION INCLUDING VIDEO DETECTOR SYSTEM, 4 IISNS (CRS 1200), TECHNICAL SUPPORT FOR CONTROL CABINET/EVP SYSTEM, BBS SYSTEM, SIX DETECTOR LOOPS	52,000.00	52,000.00
38.	150740	2	EA	REMOVE SIGN [EXISTING]	113.00	226.00
39.	000003	2	EA	JUNCTION STRUCTURE JS227	3,650.00	7,300.00
40.	011506	21,300	LF	WEDGE PLANE ASPHALT CONCRETE	0.90	19,170.00
41.	993002	17	EA	RELOCATE FIRE HYDRANT	2,500.00	42,500.00
42.	820107	210	EA	DELINEATOR (CLASS 1) [ TYPE Q]	25.00	5,250.00
43.	000003	1	LS	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE	1,900.00	1,900.00
44.	013903	1,850	LF	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	3.25	6,012.50

BASE BID TOTAL Two Million Two Hundred Fifty Seven Thousand, Five Hundred Eleven dollars and Fifty Cents **\$2,257,511.50**  
ITEMS 1-44 "WORDS"

**ALTERNATE BID**

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
45.	000003	1	LS	STATER BROTHER'S DRIVEWAY AND RELATED IMPROVEMENTS	17,300.00	17,300.00

ALTERNATE BID TOTAL Seventeen Thousand, Three Hundred dollars and Thirty Cents **\$17,300.00**  
ITEMS 45 "WORDS"

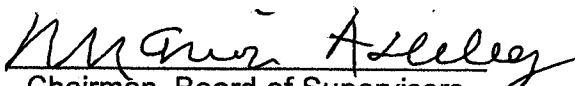
PROJECT TOTAL , ITEMS 1-45


Two Million Two Hundred Seventy Four Thousand, Eight Hundred Eleven dollars and Fifty Cents **\$2,274,811.50**  
"WORDS"

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

COUNTY OF RIVERSIDE

R.J. NOBLE COMPANY

BY   
Chairman, Board of Supervisors

BY x 

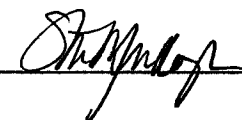
TITLE: Michael J. Carver, President  
(If Corporation, Affix Seal)

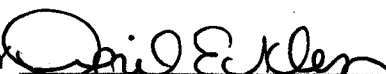
Dated FEB 9 2010

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

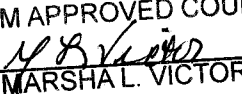
x 

BY   
Deputy

TITLE: Steve Mendoza, Secretary

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

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

FORM APPROVED COUNTY COUNSEL  
BY:  1/28/10 DATE  
MARSHAL L. VICTOR

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 01/15/10

Date

before me, JENNIFER DE IONGH, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared MICHAEL J. CARVER

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.

Signature

Signature of Notary Public

Place Notary Seal Above

## 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: \_\_\_\_\_

- ☐ 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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 01/15/10

Date

before me, JENNIFER DE IONGH, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared STEVE MENDOZA

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.

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Signature

Signature of Notary Public

## OPTIONAL

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

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

RIGHT THUMBPRINT  
OF SIGNER  
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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  
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# 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 on December 31, 2006, by the unanimous consent of the Board of Directors of this corporation without a meeting, to which the undersigned hereby consent:


**RESOLVED**, that those persons now serving as this corporation's officers are hereby reelected to serve in the same capacity until the next annual meeting of this corporation, subject to the provisions of the bylaws of this corporation, and that the officers of this corporation are as follows:

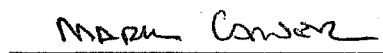
President:	Michael Carver
Vice President	Norm Wright
Vice President	Craig Porter
Secretary	Steve Mendoza
Assistant Secretary	Chris Page
Chief Financial Officer	James Ducote

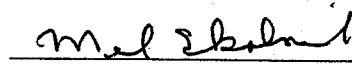
### SIGNATURES OF ALL DIRECTORS:

  
\_\_\_\_\_  
Michael Carver

  
\_\_\_\_\_  
Tim Carver

  
\_\_\_\_\_  
James Ducote

  
\_\_\_\_\_  
Mark Carver

  
\_\_\_\_\_  
Mel Skolnick



## PERFORMANCE BOND

### Recitals:

1. **R.J. Noble Company** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Newport Road from 1800' West of Goetz Road to Murrieta Road and Berea Road from Normandy Road to Newport Road, Project No. A2-0750.**
2. \_\_\_\_\_, a \_\_\_\_\_ 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 \$ **2,274,811.50 (Two Million Two Hundred Seventy Four Thousand, Eight Hundred Eleven dollars and Fifty 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 \_\_\_\_\_.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

## PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **R.J. Noble Company**, as Principal and Original Contractor and \_\_\_\_\_, 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 \$ **2,274,811.50 (Two Million Two Hundred Seventy Four Thousand, Eight Hundred Eleven dollars and Fifty cents)**, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Newport Road from 1800' West of Goetz Road to Murrieta Road and Berea Road from Normandy Road to Newport Road, Project No. A2-0750.**

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 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: \_\_\_\_\_

\_\_\_\_\_  
Original Contractor - Principal

By \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Its Attorney In Fact

Title \_\_\_\_\_

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA }  
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/she executed the same in his/her authorized capacities, and that by his/her 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 for each party. All signatures must be notarized.**

## PERFORMANCE BOND

EXECUTED IN FIVE COUNTERPARTS

PREMIUM: \$11,692.00

BOND NUMBER 105359074

### Recitals:

1. **R.J. Noble Company** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as Newport Road from 1800' West of Goetz Road to Murrieta Road and Berea Road from Normandy Road to Newport Road, Project No. A2-0750.
2. TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a CONNECTICUT 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 \$ 2,274,811.50 (Two Million Two Hundred Seventy Four Thousand, Eight Hundred Eleven dollars and Fifty 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 January 18, 2010

By x   
Michael J. Carver, President

By x   
Steve Mendoza, Secretary

Title R.J. Noble Company  
"Contractor"

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By   
Type Name MICHAEL D. STONG  
Its Attorney in Fact  
"Surety"

(Corporate Seal)

(Corporate Seal)

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 01/19/2010 before me, JENNIFER DE IONGH, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared MICHAEL J. CARVER

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.

Signature

Signature of Notary Public

Place Notary Seal Above

## 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: \_\_\_\_\_

- ☐ 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  
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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

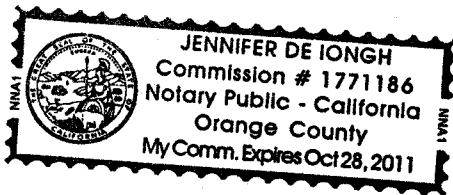
On 01/19/2010 before me, JENNIFER DE IONGH, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared STEVE MENDOZA

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

Signature of Notary Public

## OPTIONAL

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

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

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

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

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 1-18-10 before me, R. NAPPI "NOTARY PUBLIC"  
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

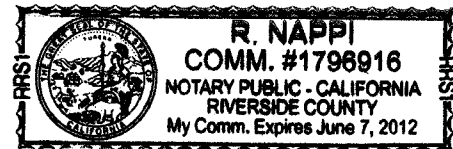
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

R. Nappi  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

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

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are R.J. Noble Company, as Principal and Original Contractor and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, 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 \$ 2,274,811.50 (Two Million Two Hundred Seventy Four Thousand, Eight Hundred Eleven dollars and Fifty cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Newport Road from 1800' West of Goetz Road to Murrieta Road and Berea Road from Normandy Road to Newport Road, Project No. A2-0750.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 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: January 18, 2010

R.J. Noble Company

Original Contractor - Principal

By 

Title Michael J. Carver, President

(If corporation, affix seal)

(Corporate Seal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Surety

By 

MICHAEL D. STONG Its Attorney In Fact

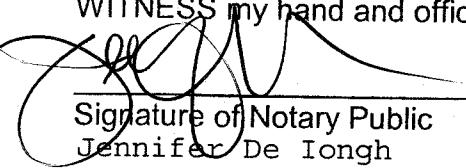
(Corporate Seal)

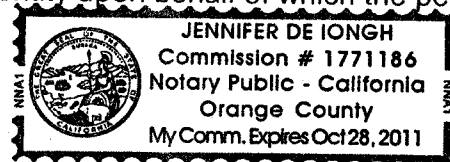
STATE OF CALIFORNIA  
COUNTY OF Orange

} ss. SURETY'S ACKNOWLEDGEMENT

On January 19, 2010 before me, Jennifer De Iongh, Public Notary personally appeared, Michael J. Carver, 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/she executed the same in his/her authorized capacities, and that by his/her 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  
Jennifer De Iongh



Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 1-18-10 before me, R. NAPPI "NOTARY PUBLIC"  
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

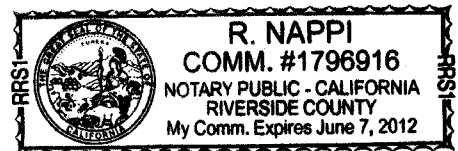
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

R. Nappi  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

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

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

- \_\_\_\_\_  
(Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document





## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221100

Certificate No. 003042498

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael D. Stong, Shawn Blume, Rosemary Nappi, and Jeremy Pendergast

of the City of Riverside, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of June, 2009.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By:

George W. Thompson, Senior Vice President

On this the 2nd day of June, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2011.



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of January, 20 10.

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

## Company Profile

# TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli  
HARTFORD, CT 06183  
877-872-8737

### Former Names for Company

Old Name: AETNA CASUALTY & SURETY COMPANY OF AMERICA

Effective Date: 07-01-1997

### Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

---

### Reference Information

NAIC #:	31194
NAIC Group #:	<u>3548</u>
California Company ID #:	2444-8
Date authorized in California:	July 31, 1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

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### 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/15/2010

PRODUCER (949)486-7900 FAX: (949)486-7950

Patriot Risk and Insurance Services

License #0G55454

8105 Irvine Center Dr. #400

Irvine CA 92618

## INSURED

R. J. Noble Company, Inc.

15505 Lincoln Ave.

P O Box 620

Orange CA 92856-9020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty

25674

INSURER B: Everest National Insurance

10120

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
LTR	INSRD					
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CO9322B893TIL09	7/1/2009	7/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP9322B42609	7/1/2009	7/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	71C2000309091	7/1/2009	7/1/2010	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below Y/N	VTEUB9323B11009	7/1/2009	7/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: RJN: 91256; Newport Road from 1800 West of Goetz Road to Murrieta Road and Berea Road from Normandy Road to Newport Road, Project #A2-0750. County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents, and representatives, The City of Menifee and The City of Canyon Lake and their officers, directors, agents, and employees are named as additional insured with primary wording per CGD2480805 &amp; CGD3160704 (GL) and CA20480299 &amp; CA00010306 (Auto). Waiver of Subrogation applies per CGD3160704 (GL), CAT3530609

## CERTIFICATE HOLDER

County of Riverside  
Transportation and Land Mgmt Agency  
Transportation Dept.  
3525 14th Street  
Riverside, CA 92501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL ~~NOTICE~~ 30 DAYS WRITTENNOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~FOR YOUR INFORMATION~~  
~~YOUR COVERAGE WILL BE CANCELLED ON THE DATE OF THIS NOTICE~~  
~~YOUR COVERAGE WILL BE CANCELLED ON THE DATE OF THIS NOTICE~~  
~~YOUR COVERAGE WILL BE CANCELLED ON THE DATE OF THIS NOTICE~~

AUTHORIZED REPRESENTATIVE

Leonard Ziminsky/RYAN

ACORD 25 (2009/01)

INS025 (200901)

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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## COMMENTS/REMARKS

(Auto), and WC99037600 (WC). Additional insured for Excess applies as it is following form, see attached policy.

\*10 day notice of cancellation in the event of non-payment of premium.

R.J. Noble  
Policy #CO9322B893TIL09

CG D2 48 08 05

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

## **BLANKET ADDITIONAL INSURED (CONTRACTORS OPERATIONS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
  - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard".
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:

- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
  - i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

CG D2 48 08 05

*Naurie Ayler*  
1-20-2010



CG D3 16 07 04

R. J. NOBLE  
POLICY# CO9322B893TIL09

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

## **CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – Provisions A.-H. and J.-N. of this endorsement broaden coverage, and provision I. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- A. Broadened Named Insured
- B. Extension of Coverage – Damage To Premises Rented To You
  - Perils of fire, explosion, lightning, smoke, water
  - Limit increased to \$300,000
- C. Blanket Waiver of Subrogation
- D. Blanket Additional Insured – Managers or Lessors of Premises
- E. Incidental Medical Malpractice
- F. Extension of Coverage – Bodily Injury
- G. Contractual Liability – Railroads
- H. Additional Insured – State or Political Subdivisions
- I. Other Insurance Condition
- J. Increased Supplementary Payments
  - Cost of bail bonds increased to \$2,500
  - Loss of earnings increased to \$500 per day
- K. Knowledge and Notice of Occurrence or Offense
- L. Unintentional Omission
- M. Personal Injury – Assumed by Contract
- N. Blanket Additional Insured –Lessor of Leased Equipment

### **PROVISIONS**

#### **A. BROADENED NAMED INSURED**

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture or limited liability company, of which you maintain ownership or in which you maintain the majority interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer maintain ownership of, or the majority interest in, such organization.

2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

#### **B. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU**

1. The last paragraph of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **Section III Limits Of Insurance**.

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under **COVERAGE A.** for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The **Damage To Premises Rented To You Limit** will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The **Damage To Premises Rented To You Limit** will be the higher of:

- a. \$300,000; or
- b. The amount shown on the **Declarations for Damage To Premises Rented To You Limit**.

4. Paragraph a. of the definition of "insured contract" (**DEFINITIONS – Section V**) is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract";

5. This **Provision B.** does not apply if coverage for **Damage To Premises Rented To You** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages)** is excluded by endorsement.

#### **C. BLANKET WAIVER OF SUBROGATION**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

#### **D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

**WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to:
  - a. Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises;
  - b. Any premises for which coverage is excluded by endorsement; or
  - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible "other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".

#### **E. INCIDENTAL MEDICAL MALPRACTICE**

1. The following is added to paragraph 1. Insuring Agreement of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

"Bodily injury" arising out of the rendering of, or failure to render, the following will be deemed to be caused by an "occurrence":

- a. Medical, surgical, dental, laboratory, x-ray or nursing service, advice or instruction, or the related furnishing of food or beverages;
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
  - c. First aid; or
  - d. "Good Samaritan services." As used in this Provision E., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
2. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 1. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
  3. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):  
(This insurance does not apply to:) "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.
  4. For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services described in paragraph 1. above to any one person will be deemed one "occurrence".
  5. This Provision E. does not apply if you are in the business or occupation of providing any of the services described in paragraph 1. above.
  6. The insurance provided by this Provision E. shall be excess over any valid and collectible "other insurance" available to the insured, whether primary, excess, contingent or on any other basis, except for insurance that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

#### **F. EXTENSION OF COVERAGE – BODILY INJURY**

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

#### **G. CONTRACTUAL LIABILITY – RAILROADS**

1. Paragraph c. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" (DEFINITIONS – Section V) is deleted.

#### H. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision, subject to the following provisions:

1. This insurance applies only when required to be provided by you by an ordinance, law or building code and only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or political subdivision; or
  - b. "Bodily injury" or "property damage" included in the "products-completed operations hazard".

#### I. OTHER INSURANCE CONDITION

A. COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 4. (Other Insurance) is deleted and replaced by the following:

##### 4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in c. below.

##### b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

##### c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

**B. The following definition is added to DEFINITIONS (Section V):**

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
  - (1) Another insurance company;
  - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5 of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
  - (3) Any risk retention group;
  - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
  - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

**J. INCREASED SUPPLEMENTARY PAYMENTS**

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

**K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

2. Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.
3. This Provision K. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" that causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

**L. UNINTENTIONAL OMISSION**

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon

in issuing this policy shall not prejudice your rights under this insurance. However, this Provision L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

**M. PERSONAL INJURY – ASSUMED BY CONTRACT**

1. The following is added to Exclusion e. (1) of Paragraph 2., Exclusions of Coverage B. Personal Injury, Advertising Injury, and Web Site Injury Liability of the Web XTEND Liability endorsement:

Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
2. Paragraph 2.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:
    - d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  3. The third sentence of Paragraph 2 of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:
 

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, or the provisions of Paragraph 2.e.(1) of Section I – Coverage B – Personal Injury, Advertising Injury And Web Site Injury Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage", or damages for "personal injury", and will not reduce the limits of insurance.
  4. This provision M. does not apply if coverage for "personal injury" liability is excluded by endorsement.

**N. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to their liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after the equipment lease expires.
3. The insurance afforded to the additional insured is excess over any valid and collectible "other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".

*Heena Syal*  
1-30-2010

R. J. Noble Company  
Policy # CAP9322B42609

CA 20 48 02 99

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

## **ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS 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" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

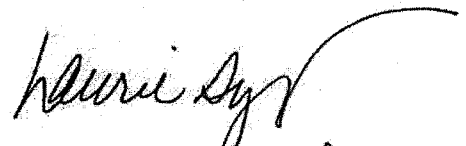
**Name of Person(s) or Organization(s):**

**County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents, and representatives, The City of Menifee and The City of Canyon Lake and their officers, directors, agents, and employees**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

CA 20 48 02 99

  
1-20-2010

charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee - Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

**5. Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed

for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to

*Handwritten signature and date: 1-20-2007*

*Primary wording*



Policy #CAP9322B42609  
R.J. Noble Company

CA T3 53 06 09

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

**A. BROAD FORM NAMED INSURED H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

**B. BLANKET ADDITIONAL INSURED I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

**C. EMPLOYEE HIRED AUTO J. PERSONAL EFFECTS**

**D. EMPLOYEES AS INSURED K. AIRBAGS**

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

**M. BLANKET WAIVER OF SUBROGATION**

**G. WAIVER OF DEDUCTIBLE – GLASS N. UNINTENTIONAL ERRORS OR OMISSIONS PROVISIONS**

**A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., Who Is An Insured, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., Who Is An Insured, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., Who Is An Insured, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of **SECTION IV – BUSINESS**

**AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 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.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph e. in Paragraph B.7., Policy Term, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance

requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL EFFECTS**

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

##### **Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### **K. AIRBAGS**

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss",

provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

CA T3 53 06 09

*Heidi Dy*  
1-20-2010

WC 99 03 76 00

R. J. Noble Company  
Policy #VTEUB9323B11009

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

### (BLANKET WAIVER)

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.

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 5.0 % of the California workers' compensation premium otherwise due on such remuneration.

### Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR  
WHOM THE NAMED INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED  
PRIOR TO LOSS TO FURNISH THIS WAIVER

*Handwritten Signature*  
1-28-2010

WC 99 03 76 00

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# COMMERCIAL EXCESS LIABILITY DECLARATIONS

## EVEREST NATIONAL INSURANCE COMPANY

477 Martinsville Road  
P.O. Box 830 Liberty Corner, NJ 07938-0830  
1-800-438-4375

POLICY NUMBER: 71C2000309-091

RENEWAL OF: New

**PRODUCER NAME:**  **PATRIOT**  
RISK & INSURANCE SERVICES  
**ADDRESS:** 8150 Irvine Center Drive, Suite 400  
Irvine, CA 92618

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**ITEM 1. NAMED INSURED:** R. J. Noble Company, Inc.  
**ADDRESS:** 15505 Lincoln Avenue  
P. O. Box 620  
Anaheim, CA 92856-9020

**ITEM 2. POLICY PERIOD:** FROM July 1, 2009 TO July 1, 2010  
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE.

**ITEM 3. COVERAGE:** Commercial Excess Liability

**ITEM 4. LIMITS OF INSURANCE:**

The Limits of Insurance, subject to all the terms of this Policy, are:

\$10,000,000 Each Occurrence

\$10,000,000 Annual Aggregate(s), Where Applicable (as defined in the "First Underlying Insurance" Policy(ies)) Excess of Underlying Insurance.

**ITEM 5. "UNDERLYING INSURANCE"**

**A. First Underlying Insurance Policy(ies)**  
Insurer

Policy No.

Policy Period

"As Per Attached Schedule of Underlying Insurance"

**B. Other Underlying Insurance Policy(ies)**  
Insurer

Policy No.

Policy Period

**ITEM 6. POLICY PREMIUM:**

Advanced Premium  
\$245,000

Minimum Premium  
\$245,000

Minimum Earned Premium  
\$61,250

Estimated Exposure  
\$70,000,000

Rate Per  
\$3.5000 Per \$1,000  
Gross Sales

Audit Period  
Annual

**ITEM 7. NOTICES**

In the event of an occurrence,  
claim or "suit", send all pertinent  
facts to:

Everest National Insurance Company  
477 Martinsville Road  
P.O. Box 830 Liberty Corner, NJ 07938-0830  
1-800-438-4375

**ITEM 8. FORMS AND ENDORSEMENTS APPLICABLE TO THIS  
POLICY ON THE ORIGINAL DATE OF ISSUE:**

Title  
Commercial Excess Liability Declarations  
Commercial Excess Liability Coverage Form  
Common Policy Conditions  
Addendum to the Declarations  
Exclusion of Certified Acts of Terrorism  
California Changes - Cancellation and Nonrenewal  
Auto Exclusion of Terrorism Coverage  
Total Pollution Exclusion  
Limitation - Amendment of Maintenance of Underlying  
Insurance Condition  
Exclusion - E.R.I.S.A.  
Exclusion - Silica  
Amendment of Premium Audit Condition - Gross Sales  
Excluding Sales to Subsidiaries & Affiliates  
Exclusion - Exterior Insulation and Finish Systems  
Pollution Changes  
Company Signature Page

Form No.  
ECVS EX DEC 001 02 07  
EUM 00 552 02 07  
IL 00 17 11 98  
EUM 27 502 02 07  
CU 21 33 01 08  
CU 02 23 11 04  
EUM 21 797 08 06  
EUM 21 638 02 07  
  
EUM 24 538 05 06  
EUM 21 764 06 06  
EUM 21 773 02 07  
  
EUM 24 533 05 06  
EUM 21 632 02 07  
EIL 01 510 07 08  
EIL 00 515 03 07

**THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE  
FORM(S) AND ANY ENDORSEMENT(S) COMPLETE THE ABOVE NUMBERED POLICY.**

The foregoing discloses all hazards insured hereunder known to exist at the inception date of this Policy, unless  
otherwise stated herein by endorsement on this Policy.

COUNTERSIGNED

July 10, 2009

DATE

BY



AUTHORIZED REPRESENTATIVE

# COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - DEFINITIONS or the Definitions of the "first underlying insurance".

## SECTION I - COVERAGES

### A. Insuring Agreement

#### 1. Excess Liability

We will pay on behalf of the insured the amount of the "ultimate net loss" in excess of the "underlying limits of insurance" to which this insurance applies. The coverage provided by this policy will:

a. Follow the terms, definitions, conditions and exclusions that are contained in the "first underlying insurance", unless otherwise directed by this policy, including any attached endorsements; and

b. Not be broader than that provided by the "first underlying insurance".

#### 2. Defense

We will have the right, but not the duty to defend or associate in the defense of the insured against any suit seeking damages to which this insurance may apply. If we exercise such right, any expense related to such right will be "defense expenses" under this policy. After the limits of this policy are used up in the payment of:

a. Judgments;

b. Settlements; or

c. "Defense expenses", if "defense expenses" are included within and erode the limits of insurance of the "first underlying insurance".

We will not provide any defense under this policy.

### B. Exclusions

This insurance does not apply to:

#### 1. Asbestos

a. Any liability arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of asbestos.

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of or in any way responding to or assessing the effects of asbestos by any insured or by any other person or entity.



## **2. Nuclear**

### **a. Any liability:**

- (1)** With respect to which the insured is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability-Property Insurance Assoc., Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, (b) the insured is, or had this policy not been available would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

### **b. Any liability resulting from the hazardous properties of "nuclear material", if:**

- (1)** The "nuclear material" (1) is at any "nuclear facility" owned by the insured or operated by the insured or on the insured's behalf, or (2) has been discharged or dispensed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by the insured or on the insured's behalf; or
- (3)** The liability arises out of the furnishing by the insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such "nuclear facility" and any property thereat.

For the purposes of this exclusion, liability for property damage includes all forms of radioactive contamination of property.

## **3. First Party Auto**

Any loss, cost or expense payable under or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

## **4. Pollution**

- ### **a. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.**

- ### **b. "Pollution cost or expense".**

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions, exclusions and limitations of the "first underlying insurance".

## SECTION II - WHO IS AN INSURED

The following persons and organizations are insured under this insurance:

1. Any person or organization qualifying as such under the "first underlying insurance".
2. Any additional insured qualifying as such under the "first underlying insurance", but only:
  - a. To the extent of the insurance provided the additional insured under the "first underlying insurance", and not otherwise excluded by this policy; and
  - b. Where coverage is required to be provided to an additional insured under a contract or agreement. However, the Limits of Insurance afforded the additional insured in this paragraph shall be the lesser of the following:
    - i. The minimum limits of insurance required in the contract or agreement between you and the additional insured; or
    - ii. The Limits of Insurance shown in the Declarations of this policy.
3. Newly acquired or formed organizations, if:
  - a. The organization is acquired by you during the policy period through consolidation, purchase of assets, merger, or assumption of control and active management;
  - b. The "first underlying insurance" and all other "underlying insurance" have added the organization as an insured;
  - c. You provide notice to us; and
  - d. We endorse the organization as an insured onto this policy.

Any newly acquired or formed organizations endorsed onto this policy may be subject to an additional premium and to a premium audit.

## SECTION III - LIMITS OF INSURANCE

- A. The Limits of Insurance shown under this policy's Declarations and the rules below fix the most we will pay regardless of the number of:
  1. Insureds;
  2. Claims made, "suits" brought, or number of vehicles involved; or
  3. Persons or organizations making claims or bringing "suits".
- B. The Limits of Insurance of this policy will apply as follows:
  1. This policy only applies in excess of the "underlying limits of insurance".
  2. The Aggregate Limit is the most we will pay for the "ultimate net loss" that is subject to an aggregate limit provided by the "first underlying insurance". The Aggregate Limit applies separately and in the same manner as the aggregate limits provided by the "first underlying insurance".
  3. Subject to Paragraph B. 2. above, the Each Occurrence limit is the most we will pay for the sum of all "ultimate net loss" arising out of any one "occurrence" to which this policy applies.
- C. If "defense expenses" are included within and erode the limits of insurance of the "first underlying insurance" then "defense expenses" are included within and erode the Limits of Insurance of this policy on the same basis as the "first underlying insurance". If "defense expenses" do not reduce the limits of insurance of the "first underlying insurance" then they do not reduce the Limits of Insurance of this policy.
- D. If, after this policy is issued, we extend the policy period, we will consider the additional period as part of the original policy period to determine how to apply the Aggregate Limit, as described in Paragraph B. 2. above.

## Company Profile

# TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli  
HARTFORD, CT 06183  
800-252-4633

### Former Names for Company

**Old Name:** TRAVELERS INDEMNITY COMPANY OF ILLINOIS (THE)

**Effective Date:** 01-12-2005

### Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

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### Reference Information

NAIC #:	25674
NAIC Group #:	<u>3548</u>
California Company ID #:	2495-0
Date authorized in California:	April 16, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

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### 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  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

## Company Profile

# EVEREST NATIONAL INSURANCE COMPANY

477 MARTINSVILLE ROAD  
LIBERTY CORNER, NJ 07938-0830  
800-438-4375

### Former Names for Company

Old Name: PRUDENTIAL NATIONAL INSURANCE COMPANY

Effective Date: 06-17-1996

Old Name: DRYDEN GUARANTY INSURANCE COMPANY

Effective Date: 10-20-1993

### Agent for Service of Process

NANCY CARAVACA, 1111 BROADWAY SUITE 2050 OAKLAND, CA 94607

Unable to Locate the Agent for Service of Process?

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### Reference Information

NAIC #:	10120
NAIC Group #:	<u>1120</u>
California Company ID #:	3138-5
Date authorized in California:	March 02, 1988
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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### 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  
FIRE  
LIABILITY  
MARINE  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

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## CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: JANUARY 13, 2010

hereafter called "County":

BIDDER: R.J. NOBLE COMPANY

(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of Newport Road from 1800' West of Goetz Road to Murrieta Road and Berea Road from Normandy Road to Newport Road, Project No. A2-0750 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. 1, 2. for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor not by telephone or telegram before the time specified in the Notice Inviting Bids for the public opening of bids, this Proposal constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Proposals and to waive any irregularities or informalities contained in a Proposal.
3. To execute the Agreement and deliver the Faithful Performance Bond, Payment Bond and Insurance Certificate with endorsements, which comply with the requirements set forth in the Instructions to Bidders and General Conditions, within ten (10) working days of the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the County of Riverside.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract Documents shall constitute a written memorial thereof.
5. To submit to County such information as County may require to determine whether a particular Proposal is the lowest responsible bid submitted.

6. That the accompanying certified or cashier's check or Bid Bond is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Agreement and deliver the required bonds within ten (10) days after notice of award. If Contractor fails to execute and deliver said documents, the check or bond is to be charged with the costs of the resultant damages to County, including but not limited to publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this proposal the Contractor certifies that the representations made therein are made under penalty of perjury.

**Newport Road**  
From 1800 feet West of Goetz Road to Murrieta Road

**Berea Road**  
From Normandy Road to Newport Road

Project No. A2-0750

**REVISED PROPOSAL**

**BASE BID**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	999990	MOBILIZATION	LS	1	10,000.00	10,000.00
2	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,200	19.50	23,400.00
3	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6" AND 8"]	LF	3,000	17.75	53,250.00
4	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	3	5,100.00	15,300.00
5	066102	DUST ABATEMENT	LS	1	24,000.00	24,000.00
6	074020	WATER POLLUTION CONTROL	LS	1	5,000.00	5,000.00
7	120100	TRAFFIC CONTROL SYSTEM	LS	1	74,000.00	74,000.00
8	066105	RESIDENT ENGINEERS OFFICE	LS	1	5,500.00	5,500.00
9	160101	CLEARING AND GRUBBING [INCLUDING CULVERTS AND MEDIAN]	LS	1	10,000.00	10,000.00
10	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00
11	190101	EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]	CY	4,100	19.00	77,900.00
12	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	675	14.00	9,450.00
13	018031	GUARD RAILING (BARRICADE) (CRS 810)	LF	512	36.00	18,432.00
14	260201	CLASS 2 AGGREGATE BASE	CY	350	35.00	12,250.00
15	390130	HOT MIX ASPHALT	TON	26,000	53.00	1,378,000.00
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	4	2,500.00	10,000.00
17	510501	MINOR CONCRETE [CUT OFF WALL = 150']	EA	1	24,000.00	24,000.00
18	721017	ROCK SLOPE PROTECTION (2-TON, METHOD B)	CY	7,246	26.00	188,396.00
19	721022	ROCK SLOPE PROTECTION (1-TON, METHOD B)	CY	281	26.00	7,306.00
20	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
21	721007	ROCK SLOPE PROTECTION (1/4-TON, METHOD B)	CY	800	24.00	19,200.00
22	650014	18" REINFORCED CONCRETE PIPE	LF	748	95.00	71,060.00
23	800300	CHAIN LINK FENCE [RCFC&WCD STD. DWG. NO. M-801]	LF	160	39.00	6,240.00
24	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
25	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
26	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----

(mk)

**REVISED PROPOSAL**

**BASE BID**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
27	510501	MINOR CONCRETE [4" THICK CONCRETE PAD, 6'X6' INCLUDING 10'X10' WIRE MESH, 2' ABOVE THE INLET PIPE SOFFIT, LINE J]	LS	1	1,900.00	1,900.00
28	000003	MEDIAN DRAIN CONNECTION (RCFC&WCD STD. DWG. TYPE 2 & 3)	EA	4	3,700.00	14,800.00
29	000003	MEDIAN DRAIN INLET (CALTRANS STD. DWG. D73, TYPE G1)	EA	6	3,800. <sup>00</sup>	22,800. <sup>00</sup>
30	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
31	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
32	152440	ADJUST MANHOLE TO GRADE [INCLUDING FRAME]	EA	36	300. <sup>00</sup>	10,800. <sup>00</sup>
33	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,000	2.10	4,200.00
34	840656	PAINT TRAFFIC STRIPE (2 COAT)	LF	62,100	0.14	8,694. <sup>00</sup>
35	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,200	2.35	2,820.00
36	566011	ROADSIDE SIGN - ONE POST	EA	61	155.00	9,455.00
37	000003	SIGNAL RELATED MODIFICATION INCLUDING VIDEO DETECTOR SYSTEM, 4 IISNS (CRS 1200), TECHNICAL SUPPORT FOR CONTROL CABINET/EVP SYSTEM, BBS SYSTEM, SIX DETECTOR LOOPS	LS	1	52,000. <sup>00</sup>	52,000. <sup>00</sup>
38	150740	REMOVE SIGN [EXISTING]	EA	2	113.00	226.00
39	000003	JUNCTION STRUCTURE JS227	EA	2	3,650.00	7,300.00
40	011506	WEDGE PLANE ASPHALT CONCRETE	LF	21,300	0.90	19,170. <sup>00</sup>
41	993002	RELOCATE FIRE HYDRANT	EA	17	2,500. <sup>00</sup>	42,500. <sup>00</sup>
42	820107	DELINEATOR (CLASS 1) [TYPE Q]	EA	210	25.00	5,250.00
43	000003	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE	LS	1	1,900. <sup>00</sup>	1,900. <sup>00</sup>
44	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6") [BERM]	LF	1,850	3.25	6,012.50

BASE BID SUB TOTAL:  
ITEMS 1-44

two million two hundred fifty seven thousand five hundred eleven dollars and fifty cents \$ 2,257,511.50

ALTERNATE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
45	000003	STATER BROTHER'S DRIVEWAY AND RELATED IMPROVEMENTS	LS	1	17,300. <sup>00</sup>	17,300. <sup>00</sup>

ALTERNATE BID SUB TOTAL:  
ITEM 45

seventeen thousand three hundred dollars and zero cents \$ 17,300.<sup>00</sup>

PROJECT TOTAL:  
ITEMS 1-45

two million two hundred seventy four thousand eight hundred eleven dollars and fifty cents (mk) \$ 2,274,811.50



**BIDDER DATA:**

Name of Bidder R.J. NOBLE COMPANY

Type of Organization CALIFORNIA CORPORATION

Person(s) Authorized to Sign for Bidder MICHAEL J. CARVER, PRESIDENT;

CRAIG PORTER, VICE PRESIDENT; STEVE MENDOZA, SECRETARY; JAMES N. DUCOTE, TREASURER

Address 15505 E. LINCOLN AVE.

ORANGE, CA 92865

Phone (714) 637-1550

Contractor's License A-782908 CLASS A

Type & Number

Expiration Date AUGUST 31, 2010

8. DESIGNATION OF SUBCONTRACTORS: Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
Concrete 2,3,4,12,16,45	Griffith Co.	12700 Bloomfield SFS, CA	88
37,43	Sierra Pacific	2542 Avalon St Riverside, CA	26404 84A
13,23	D.C. Hubbs	37706 Vista View Yucaipa, CA	508247 A

Percent of work to be performed by sub-contractors:     %

(Note: 50% of the work required to be performed by general contractor)

IN WITNESS WHEREOF Contractor executed this Proposal as of the date set forth on Page 1 of this proposal.

R.J. NOBLE COMPANY

X 

TITLE MICHAEL J. CARVER, PRESIDENT  
"Contractor"

**BIDDER DATA:**

Name of Bidder R.J. NOBLE COMPANY

Type of Organization CALIFORNIA CORPORATION

Person(s) Authorized to Sign for Bidder MICHAEL J. CARVER, PRESIDENT;

CRAIG PORTER, VICE PRESIDENT; STEVE MENDOZA, SECRETARY; JAMES N. DUCOTE, TREASURER

Address 15505 E. LINCOLN AVE.

ORANGE, CA 92865

Phone (714) 637-1550

Contractor's License A-782908 CLASS A

Type & Number

Expiration Date AUGUST 31, 2010

8. DESIGNATION OF SUBCONTRACTORS: Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
17, 22, 27	Gwenco	8126 Inspiration Dr	769266-1A
28, 29, 39, 41		Alta Loma, CA	
33, 34,	<del>San</del> Cal Stripe	375 S. G Street	685387
35, 36, 42		San Bernardino, CA	
37,	EBS Manholes	1320 E Sixth St	
		153 Orange CA	

Percent of work to be performed by sub-contractors: 5.3 %

(Note: 50% of the work required to be performed by general contractor)

IN WITNESS WHEREOF Contractor executed this Proposal as of the date set forth on Page 1 of this proposal.

A932798  
Licence # for  
EBS manholes

R.J. NOBLE COMPANY

X 

TITLE MICHAEL J. CARVER, PRESIDENT  
"Contractor"

**BIDDER DATA:**

Name of Bidder R.J. NOBLE COMPANY

Type of Organization CALIFORNIA CORPORATION

Person(s) Authorized to Sign for Bidder MICHAEL J. CARVER, PRESIDENT;

CRAIG PORTER, VICE PRESIDENT; STEVE MENDOZA, SECRETARY; JAMES N. DUCOTE, TREASURER

Address 15505 E. LINCOLN AVE.

ORANGE, CA 92865 Phone (714) 637-1550

Contractor's License A-782908 CLASS A

Type & Number

Expiration Date AUGUST 31, 2010

8. DESIGNATION OF SUBCONTRACTORS: Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
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Percent of work to be performed by sub-contractors:      %

(Note: 50% of the work required to be performed by general contractor)

IN WITNESS WHEREOF Contractor executed this Proposal as of the date set forth on Page 1 of this proposal.

R.J. NOBLE COMPANY

X 

TITLE MICHAEL J. CARVER, PRESIDENT  
"Contractor"

**AFFIDAVIT FOR INDIVIDUAL CONTRACTORS**

\_\_\_\_\_ declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this \_\_\_\_\_ (day) of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year) at \_\_\_\_\_, California

Signature of affiant: \_\_\_\_\_

Note: Notarization of signature required

**AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR**

\_\_\_\_ Declares as follows:

That he or she is a member of the joint venture or copartnership firm designated as \_\_\_\_\_ which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by \_\_\_\_\_ who constitute the other members of the joint venture or copartnership.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this \_\_\_\_\_ (day) of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year)  
at \_\_\_\_\_, California

Signature of affiant: \_\_\_\_\_

Note: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

MICHAEL J. CARVER declares as follows:

That he or she is PRESIDENT of  
R.J. NOBLE COMPANY a  
corporation which is the party making the foregoing proposal or  
bid; that the bid is not made in the interest of, or on behalf  
of, any undisclosed person, partnership, company, association,  
organization, or corporation; that the bid is genuine and not  
collusive or sham; that the bidder has not directly or indirectly  
induced or solicited any other bidder to put in a false or sham  
bid, and has not directly or indirectly colluded, conspired,  
connived, or agreed with any bidder or anyone else to put in a  
sham bid, or that anyone shall refrain from bidding; that the  
bidder has not in any manner, directly or indirectly, sought by  
agreement, communication, or conference with anyone to fix the  
bid price of the bidder or any other bidder, or to fix any  
overhead, profit, or cost element of the bid price, or of that of  
any other bidder, or to secure any advantage against the County  
of Riverside or anyone interested in the proposed contract; that  
all statements contained in the bid are true; and, further, that  
the bidder has not, directly or indirectly, submitted his or her  
bid price or any breakdown thereof, or the contents thereof, or  
divulged information or data relative thereto, or paid, and will  
not pay, any fee to any corporation, partnership, company  
association, organization, bid depository, or to any member or  
agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is  
true and correct.

Dated this 13 (day) of JANUARY (month),  
2010 (year)  
at 15505 E. LINCOLN AVE., ORANGE, California

Signature of affiant: X   
MICHAEL J. CARVER, PRESIDENT

Note: Notarization of signature required

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 01/13/10

Date

before me, JENNIFER DE IONGH, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared MICHAEL J. CARVER

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

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: \_\_\_\_\_

- ☐ 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

## BID BOND

### Recitals:

1. R.J. NOBLE COMPANY "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for NEWPORT ROAD FROM 1800 FEET WEST OF GOETZ ROAD TO MURRIETA\* in accordance with a Notice Inviting Bids of County dated JANUARY 13, 2010  
\*ROAD BERE ROAD FROM NORMANDY ROAD TO NEWPORT ROAD COMPLETION OF IMPROVEMENTS PROJECT NO. A2-0750
2. TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA a CONNECTICUT corporation, hereafter called "Surety", is the surety of this Bond.

### Agreement:

We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: DECEMBER 17, 2009

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

By [Signature]  
Title: Attorney in Fact

MICHAEL D. STONG "Surety"

R.J. NOBLE COMPANY

By [Signature]  
Title: MICHAEL J. CARVER, PRESIDENT

"Contractor"

STATE OF CALIFORNIA  
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/she executed the same in his/her authorized capacities, and that by his/her 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: All signatures must be notarized



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 12/18/09 before me, JENNIFER DE IONGH, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared MICHAEL J. CARVER

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.

Signature

Signature of Notary Public

Place Notary Seal Above

## 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: \_\_\_\_\_

- ☐ 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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 12-17-09 before me, R. NAPPI "NOTARY PUBLIC"  
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

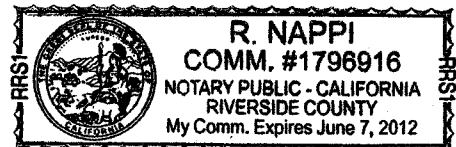
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

R. Nappi  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

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

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

## POWER OF ATTORNEY



Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 221100

Certificate No. 003042473

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael D. Stong, Shawn Blume, Rosemary Nappi, and Jeremy Pendergast

of the City of Riverside, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of June, 2009.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: \_\_\_\_\_

George W. Thompson, Senior Vice President

On this the 2nd day of June, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is


**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

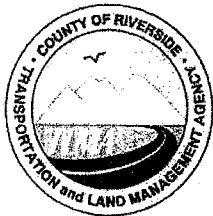
I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of December, 2009.

  
Kori M. Johanson, Assistant Secretary

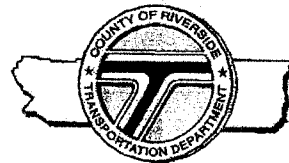


To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



# **COUNTY OF RIVERSIDE**

## **TRANSPORTATION AND LAND MANAGEMENT AGENCY**



### **ADDENDUM NUMBER 1**

**Dated December 23, 2009**

**to the  
Specifications and Contract Documents  
for the construction of**

**Newport Road:  
From 1800 feet West of Goetz Road to Murrieta Road, and**

**Berea Road:  
From Normandy Road to Newport Road**

**Project No. A2-0750**

**Bids Due: Wednesday, January 13, 2010; 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 the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the plans, specifications, and special provisions for the referenced project. Any 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 Proposal. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

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

**Item 1: Revised Proposal**

Delete Proposal (pages B3 through B4) and replace with **Attachment "A"** which is made a part hereof. The following changes have been made to the Proposal:

- a. "Estimated Quantities" are changed from the following bid items:
  - Item 2, "MINOR CONCRETE (CURB AND GUTTER) (CRS 200)"
  - Item 3, "MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6" & 8"]"
  - Item 4, "MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)"

- Item 11, "EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]"
- Item 12, "MINOR CONCRETE (CROSS GUTTER) (CRS 209)"
- Item 13, "GUARD RAILING (BARRICADE) (CRS 810)"
- Item 14, "CLASS 2 AGGREGATE BASE"
- Item 15, "HOT MIX ASPHALT"
- Item 18, "ROCK SLOPE PROTECTION (2-TON, METHOD B)"
- Item 19, "ROCK SLOPE PROTECTION (1-TON, METHOD B)"
- Item 21, "ROCK SLOPE PROTECTION (1/4-TON, METHOD B)"
- Item 22, "18" REINFORCED CONCRETE PIPE"
- Item 23, "CHAIN LINK FENCE [RCFCD&WCD STD DWG. NO. M-801]"
- Item 28, "MEDIAN DRAIN CONNECTION (RCFC&WCD STD. DWG. TYPE 2 & 3)"
- Item 29, "MEDIAN DRAIN INLET (CALTRANS STD. DWG. D73, TYPE G1)"
- Item 32, "ADJUST MANHOLE TO GRADE [ INCLUDING FRAME]"
- Item 33, "THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING"
- Item 34, "PAINT TRAFFIC STRIPE (2 COAT)"
- Item 35, "PAVEMENT MARKER (REFLECTIVE)"
- Item 36, "ROADSIDE SIGN – ONE POST"

b. The following bid items have been deleted:

- Item 20, "ROCK SLOPE PROTECTION (1/2-TON, METHOD B)"
- Item 24, "CATCH BASIN (CURB INLET) (CRS 300) (W=10')"
- Item 25, "CATCH BASIN (CURB INLET) (CRS 300) (W=7')"
- Item 26, "CATCH BASIN (CURB INLET) (CRS 300) (W=4')"
- Item 30, "ADJUST FRAME AND COVER TO GRADE [FIBER OPTIC MAINTENANCE HOLE]"
- Item 31, "ADJUST TELEPHONE FACILITY TO GRADE"

c. The following bid items have been added:

- Item 38, "REMOVE SIGN [EXISTING]"
- Item 39, "JUNCTION STRUCTURE JS227"
- Item 40, "WEDGE PLANE ASPHALT CONCRETE"
- Item 41, "RELOCATE FIRE HYDRANT"

d. Alternate Bid Schedule has been added. Accordingly, the following bid item has been added to the "Alternate Bid" bid schedule

- Item 42, "STATER BROTHER'S DRIVEWAY AND RELATED IMPROVEMENTS"

**Item 2: Clarification of Replacement Progress Schedule.**

Refer to section, "Progress Schedule" starting on page 51. The following information is added to special provision to clarify working days. The critical path method (CPM) progress schedule shall be prepared for following days:

- a. **Newport Road and Berea Road overlay (all Lanes) = 15 working Days**
- b. **Newport Road construction from Murrieta Road to 2000' westerly (all lanes with curb and gutter and raised median) and Newport Road west bound- reconstruction (west of Goetz Rd, Station (9+55 to 12+50) = 12 working Nights**  
Lane closures are permitted only at night time between the hours of 8:30 pm and 5 am. Working hours shall be arranged between the Contractor and the Resident Engineer. Work shall be allowed 24 hours per day, Monday through Saturday, except federally recognized legal holidays. Specific work schedules shall be submitted to the Resident Engineer for consideration.
- c. **Others (i.e., Additional Grading, Rock Slope Protection, Traffic Signal's Related Modification, Striping/Marking, Signs and Others) = 18 working Days**

**Item 3: Revision of Liquidated Damages working days.**

Refer to section, "Liquidated damages" on page 51. The first paragraph is deleted and replaced with the following:

"The Contractor shall diligently prosecute the work to completion before the expiration of combined **45** working days and nights including Saturdays from the date stated in the "Notice to Proceed". The Contractor shall pay to the County of Riverside the sum of **\$10,000.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above."

**Item 4: Traffic Control System Base Plans.**

Refer to section, "Traffic Control System" starting on page 57, the following paragraph is added before Payment clause on page 59:

"County will provide a set of Base Plans for Traffic Control purposes, to the Contractor, within 2 days of contract award. Contractor shall reference and use these Base Plans to finalize the design and deliver a complete Traffic Control Plan, to the County, for review and approval within 5 days of receiving the Base Plans."

- Item 5: Clarification Earthwork/Roadway Excavation (Including Grading).**  
Refer to section "Earthwork/Roadway Excavation (Including Grading)," page 65. The first paragraph, on this page, starting with words "Existing pavement to Specification" is deleted and replaced with the following paragraph:

"Existing pavement including any base material shall be cut back to neat lines and grades and removed as shown on the plans or as directed by the Engineer. Excess material will become the property of the Contractor and will be disposed of and or reused as fill material per approval by County's material Laboratory and Resident Engineer (RE). Also, a number of onsite boulders can be used for Rock Slope Protection upon the RE's approval and as provided in Section 7-1.13 of the Standard Specifications.

- Item 6: Clarification of Reinforced Concrete Pipe.**  
Refer to section "Reinforced Concrete Pipe," starting on page 92. The follow special provision is added:

"All 18 inches reinforced concrete pipes shall be 1250-D load"

- Item 7: Wedge Plane Asphalt Concrete.**

The following special provision "Wedge Plane Asphalt Concrete" is added:

Wedge Plane Asphalt Concrete

"The Contractor shall wedge plane 6 feet adjacent to the concrete curb and gutter and 36 feet adjacent to west side of the cross gutter at Murrieta, and 36 feet wide adjacent to the south side of Berea Road crossgutter at Normandy Road to a depth of 0.10 foot below the lip of the gutter and a depth of 0.02 - 0.04 foot six feet from the gutter or as directed by the Engineer.

The cold plane machine shall have a cutter head at least 72 inches wide and shall be operated so as not to produce fumes or smoke.

The outside lines of the planed area shall be neat and uniform. The road surfacing to remain in place shall not be damaged in any way.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way shall become the property of the Contractor and shall be immediately removed from the site of the work and disposed of as provided in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way", of the Standard Specifications. The removal crew shall follow within 50 feet of the planer, unless otherwise directed by the Engineer.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety" of the Standard Specifications.



The contract unit bid price paid per linear foot for Wedge Plane Asphalt Concrete shall include full compensation for providing all labor, tools, equipment and disposing of the grindings and no additional compensation will be allowed therefor.

**Attachment "B"**, Wedge Plane Detail, is made a part hereof.

- Item 8: Stater Brother's Driveway and related Improvements.**  
Special provisions and plans for "Stater Brother's Driveway and related Improvements" are added.

**Attachment "C"**, Sheets 13A and 14A, are made a part hereof.

The following special provisions are added:

"All work shall be completed in accordance with the project specifications, special provisions, and standards and specifications as shown on the plans and as further required in these provisions.

The work shall be completed in accordance with "delta 3 revisions" to sheets labeled "County of Riverside; Street Improvements; Newport Road; Sheets 13A and 14A". Sheets 13A and 14A are made a part of ALTERNATE BID Item. The Work shall include, but not limited to, traffic control, pedestrian control, coordination with Stater Brothers Market Manager, saw-cutting and removals, clearing and grubbing, grading, compaction, and the construction of the a driveway, sidewalk improvements, median opening, left turn pocket, taper, reflective pavement markers, thermoplastic pavement arrows, and traffic striping as required to complete the work described here in.

The specific work required for this addendum shall be only those improvements on Sheets 13A and 14A labeled as "DELTA 3" revisions. All improvements and notes as shown on project's original improvement plan sheets 14 & 15 of 45 (also labeled as County of Riverside Street Improvements Newport Road Sta 105+00 to 111+69.78 (sheet 13 of 19) and 111+69.78 (sheet 14 of 19)) shall remain a part of the Basic Project and all work shall be completed in conformance with those original improvement plan sheets, except as modified by the "DELTA 3" revisions as shown on Sheets 13A and 14A.

In addition to the coordination with Riverside County Inspection required under this contract, the Contractor shall coordinate all work for this item with the Manager of the Stater Brothers Market, including scheduling, hours of operation, Market deliveries, emergency vehicle access, traffic control, work and staging area, and pedestrian safety.

If ALTERNATE BID Item for "STATER BROTHERS DRIVEWAY AND RELATED IMPROVEMENTS" is included in the Bid Award by the County of

Riverside, this item shall be included in the project contract and all work completed in accordance with the project specifications and special provisions within the time limits of the basic project and no additional contract time will be allowed.

Payment for this item shall be made in accordance with the bid schedule provided. It shall included payment in full for all work described above, constructing the improvements described above, and shall include payment in full for all labor, equipment, materials, incidentals, and supervision for completing all work contained in this item, detailed above, and as specified in the project specifications and the standard specifications.

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article, including providing labor material, equipments and incidentals and completing all the specified work per construction plans and specification including construction of the a driveway, median opening, left turn pocket, taper, reflective markers, and traffic striping to serve the Stater Brothers Shopping Center located at the northwest corner of Murrieta Road and Newport Road, shall be paid for on a lump sum basis, and no additional compensation will be allowed therefor.

**Item 9: Relocation of Existing EMWD Fire Hydrants.** The following Special Provisions are added hereby:

Relocation of fire hydrants shall conform to the requirements of Eastern Municipal Water District, including EMWD Standard B-356, these Special Provisions, and as directed by the Engineer. Relocation of fire hydrants shall be performed for all hydrants on Newport Road, between Murrieta Road and Goetz Road, which do not meet the following criteria: No part of the fire hydrant shall be less than 18" from the gutter flowline of the adjacent curb and gutter.

All fire hydrants shall be measured to determine if any part of the hydrant fixture is less than 18" from gutter flowline. The Engineer shall make the determination for each fixture.

Fire hydrants shall be relocated to a position that meets the required criteria as stated above. Pipe extension and all associated modifications shall be performed as directed by the EMWD inspector. The Contractor shall be required to contact the Eastern Municipal Water District inspector at (951) 928-3777, ext. 4480. EMWD contact is Mr. Severino Mendoza. All relocation shall be performed as directed by the EMWD inspector, and in accordance with EMWD standards and specifications.

Full compensation shall be considered as included in the contract unit price paid for the relocation of fire hydrants, including all labor, equipment, personnel and incidentals, and no additional compensation will be allowed

therefore.

**Attachment "D"**, Standard drawing B-356, is made a part hereof.

**Item 10: Future Electrical Service.** The following Special Provisions are added hereby:

Attention is directed to the northwest corner of the intersection of Newport Road and Berea Road. Future electrical service for planned irrigation controllers exists at approximately Sta. 93+00 (Left). The existing electric service facilities consist of a conduit and three conductors which extend from the ground. The conductors will be replaced with a pull-rope by the Edison Company, and that work is anticipated to be completed prior to the start of construction.

The contractor shall install a number 3½ pull box at the location of the existing service. The existing conduit and anticipated pull rope shall be terminated in the pull box for future use. The pull box shall be furnished and installed in accordance with Section 86-2.06 "Pull Boxes" of the Standard Specifications. Cover marking shall read "Irrigation" unless otherwise directed by the Engineer.

Full compensation for compliance with this Special Provision shall be considered as included in the lump sum contract price paid for signal related modifications, including all labor, equipment, personnel and incidentals, and no additional compensation will be allowed therefore.

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

**Item 11: Sheet Replacement, Sheet 5 of 45.**  
Delete plan sheet numbers 5 of 45, Street Improvements, and replace with the provided revised sheet 5 of 45.

**Attachment "E"**, Street Improvements, revised sheet 5 of 45, is made a part hereof.

**Item 12: Delete Construction note, Sheet 9 of 45**  
Refer to plan Sheet 9 of 45 and delete construction note 24.

**Item 13: Delete Construction note, Sheet 13 of 45.**  
Refer to plan Sheets 13 of 45, "Street Improvements". Construction note number 18 is deleted from this sheet.

- Item 14: Clarification of Grading within the Road Right of Way.**  
Refer to plan sheet numbers 13, 14 & 15 of 45 for Newport Road street improvement plans for grading behind the Curb & Gutter. Typical Sections on attached sheets, for grading behind the curb & gutter with 5' pathway including cut slope (1:1) and fill slope (2:1) with pertinent stationing 106+00 to 114+00, are being provided herewith as an attachment.

**Attachment "F",** Newport Road Grading Exhibit, is made a part hereof.

- Item 15: Delete Details, Sheet 14 of 45.**  
Refer to plan sheet 14 of 45, "Street Improvements." Delete detail 19 (Bus Turn Out Detail) and detail 24 (Hand Rail Detail) in their entirety.

- Item 16: Construction note revision, Sheet 18 of 45.**  
Refer to plan Sheets 18 of 45, "Signing & Striping" construction note number 17. Construction note number 17 is deleted on this sheet and any subsequent related sheets and replaced with:

"Install Type "F" Delineator (Class 1) per Caltrans Standard plan "A73C".

**Attachment "G",** Caltrans Standard plan A73C, is made a part hereof.

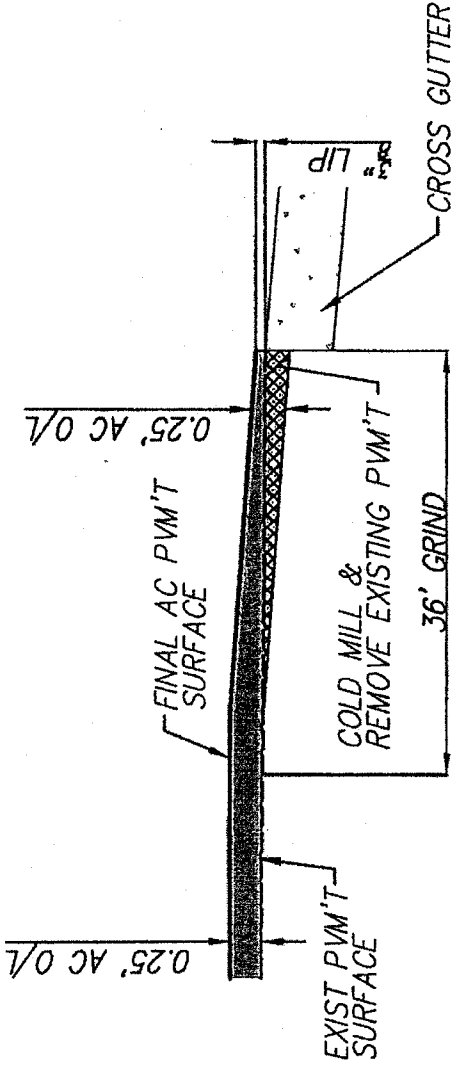
- Item 17: Delete Construction note, Sheet 18 of 45.**  
Refer to plan Sheets 18 of 45, "Signing & Striping" construction note number 18. Construction note number 18 is deleted from this sheet and any subsequent related sheets thereafter.

- Item 18: General note revision, Sheet 25 of 45.**  
Refer to plan Sheet 25 of 45, General Notes. General Construction note number 1 is deleted and replaced with:

"All material and work shall conform to the **May 2006** Standard Plans and Specifications of the State of California Department of Transportation."

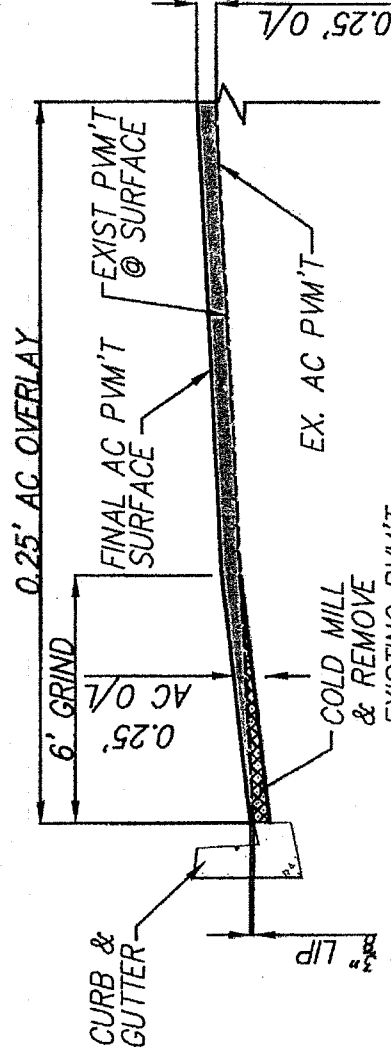
- Item 19: Detail Clarification, Sheet 36 of 45.**  
Refer to plan Sheet 36 of 45, section details on the right side of the sheet. The three section details are reprinted for clarity of dimensions.

**Attachment "H",** section details, is made a part hereof.



## WEDGE PLANE DETAIL (@ CROSS GUTTER)

N.T.S.



## WEDGE PLANE DETAIL (@ CURB & GUTTER)

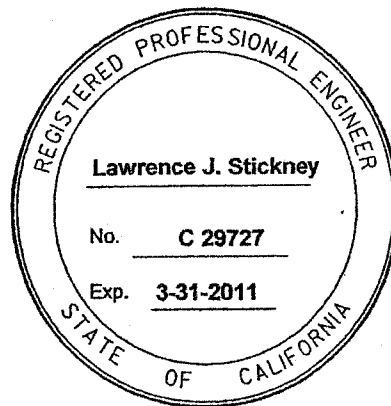
N.T.S.

**KSA**  
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 LAND PLANNING  
 SURVEYING  
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 FAX (949) 278-1400  
 Engineering, Inc.

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



Lawrence J. Stickney  
Project Engineer

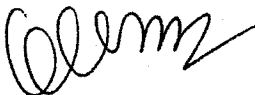


**Recommended by:**



Neil A. Nilchian, PE  
County Project Manager

**Concurrence:**



Khalid Nasim, PE  
Engineering Division Manager

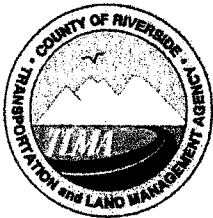
**Acknowledged:** x

  
(Contractor)

Date: 01/11/10

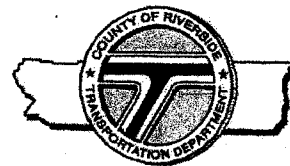
JRJ:jjj

Steve Mendoza, Secretary  
R.J. Noble Company



# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY



### ADDENDUM NUMBER 2

Dated January 7, 2010

to the  
Specifications and Contract Documents  
for the construction of

Newport Road:

From 1800 feet West of Goetz Road to Murrieta Road, and

Berea Road:

From Normandy Road to Newport Road

Project No. A2-0750

**Bids Due: Wednesday, January 13, 2010; 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 the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the plans, specifications, and special provisions for the referenced project. Any 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 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 are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

[www.tlma.co.riverside.ca.us/trans/con\\_bid\\_advertisements.html](http://www.tlma.co.riverside.ca.us/trans/con_bid_advertisements.html)

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

**Item 1: Revised Proposal**

Estimated quantities are revised for the below listed items of work on proposal that were provided as Attachment "A" to Addendum no.1. Bidders are instructed to delete Attachment "A" of addendum no. 1, and replaced with revised proposal Attachment "A" to Addendum no. 2. In the event that a bidding contractor fails to adjust any quantity as directed by this addendum,

3525 14<sup>th</sup> Street · Riverside, CA 92501 · (951) 955-6800 · FAX (951) 955-3164

the total bid prices will be corrected by multiplying the respective unit bid prices by the corrected estimated quantities.

a. "Estimated Quantities" are changed from the following bid items:

- Item 3, "MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6" AND 8"]
- Item 11, "EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]"
- Item 13, "GUARD RAILING (BARRICADE) (CRS 810)" (Note: Quantities included for Detour Plan, Attachment "F")
- Item 14, "CLASS 2 AGGREGATE BASE
- Item 15, "EARTHWORK/ROADWAY EXCAVATION"
- Item 33, "THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING
- Item 34, "PAINT TRAFFIC STRIPE (2 COAT"
- Item 35, "PAVEMENT MARKER (REFLECTIVE)"
- Item 36, "ROADSIDE SIGN - ONE POST"
- Item 40, "WEDGE PLANE ASPHALT CONCRETE"
- Item 41, "RELOCATE FIRE HYDRANT"

b. The following bid item description has been modified:

- Item 37, Also refer to Item #4 to this addendum.

c. The following bid items have been added:

- Item 42, "DELINEATOR (CLASS 1) [ TYPE Q]"
- Item 43, "INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE"
- Item 44, "PLACE ASPHALT CONCRETE DIKE (CRS 212) (6") [BERM]

d. The following item number has been modified:

- Item 45, "STATER BROTHER'S DRIVEWAY AND RELATED IMPROVEMENTS"

**Attachment "A", Revised Proposal made a part hereof.**

**Item 2:** **Clarification to Relocation of Existing EMWD Fire Hydrants.** The following revisions are made to Addendum No. 1, Item # 9 special provisions entitled "Relocation of Existing EMWD Fire Hydrants" and are made part here of:



The first sentence of the first paragraph of the special provision is deleted and replaced with the following:

"Relocation of fire hydrants shall conform to the requirements of Eastern Municipal Water District, including EMWD Standard **B-362**, these special Provisions; and as directed by the Engineer. **EMWD Standard B-362 is modified by the horizontal clearance requirements of this special Provision.**"

The third paragraph of the special provision is deleted and replaced with the following:

"Fire hydrants shall be relocated to a position that meets the required criteria as stated above. Materials, construction methods and workmanship for all work as required for fire hydrant relocations, including pipe materials, thrust blocks and support rings, shall be as directed by the EMWD inspector. The Contractor shall be required to contact the Eastern Municipal Water District Inspection Department at (951) 928-3777, ext. 4372, at least 48 hours prior to working on EMWD facilities. EMWD contact is Ms. Maya Castallon. All relocation shall be performed as directed by the EMWD inspector, and in accordance with EMWD standards, specifications, and approved materials lists."

The EMWD standards, specifications and materials list that are applicable to the relocation of the fire hydrants are made a part hereof and are provided in a single document designated as "EMWD Requirements". That document is available upon request at the office of the Transportation Department, and is available as a free download at the Transportation Department's website: [www.tlma.co.riverside.ca.us/trans/con\\_bid\\_advertisements.html](http://www.tlma.co.riverside.ca.us/trans/con_bid_advertisements.html)

**Item 3: Revision of "Adjust manhole/telephone facility to grade".**

Refer to section "Adjust manhole/telephone facility to grade" on page 96. The following revisions are made part here of:

Refer to the first paragraph on page 96. The first two sentences are deleted and replaced with "The owner, of the sewer manholes, will not provide any materials".

The following special provisions are added to this section:

"Adjustment of EMWD manholes shall be performed in accordance with the requirements of EMWD Standard SB-61, which is attached and made a part hereof, and as directed by the Engineer.

The Contractor shall be responsible to contact the owner of the facilities at least 48 hours prior to performing any work on or affecting

those facilities. EMWD may be contacted at (951) 928-3777. All work shall be performed under inspection by the utility owner's representative, unless otherwise directed by the Engineer.

It is anticipated that it will not be necessary for adjustments of telephone facilities to be performed. However, if any adjustments to Verizon Communications facilities are found to be necessary, those adjustments shall be performed in coordination with and as approved by the Verizon inspector, and as directed by the Engineer".

**Attachment "B"**, EMWD Standard, SB-61, Manhole Cover and Frame Standard & Watertight Manholes, is made a part hereof.

**Item 4: Clarification to "Signal Related Modification".**

Refer to page 96 of the specifications and contract documents. Add, the section title "Signal Related Modification", above the "Detector Loop" section.

Bidding contractors are reminded of Instructions to Bidders item no. 9 "Inspection of Site." The contractor shall be aware that the traffic signal at the intersection of Newport Road and Berea Road has been partially constructed with the exception to the following items:

- Six advanced Detector Loops
- Video Detection System
- Internally Illuminated Street Name Signs (IISNS)
- Battery Back-up System

The specifications of these items are provided on page numbers 96, 97, 104 and 105, respectively.

The pay clauses for the above mentioned items are deleted: Delete the "Payment" subsection's three paragraphs on page 105, and delete the "Payment" subsection's two paragraphs on page 114.

The following payment special provisions are added to clarify the Signal Related Modifications section and associated subsections:

"The Contractor shall have a signal technician who is qualified to work on the controller assembly from the controller manufacturer or their representative to install the program module, program the signal controller in accordance with County provided signal timing sheets, and to be present to provide support when traffic signal system is turned on.

The Contractor also shall have a knowledgeable representative from the EVP manufacturer to be present for the turn on to insure proper installation and functioning of the EVP equipment.

Full compensation, for conforming to the requirements of these articles shall be included in the lump sum price paid for Signal Related Modification including furnishing and installing six Type E detector loops, furnishing and installing the necessary coaxial cable and power cable for the video detection system, furnishing and installing four (4) IISNS with 10' IISNS straight arms per Riverside County Standard no. 1200, furnishing and installing complete Battery Back-up System and no additional compensation will be allowed therefore."

**Item 5: Portable Changeable Message Signs**

The following special provision for "Portable Changeable Message Signs" is added and made part here of:

**PORTABLE CHANGEABLE MESSAGE SIGNS:**

Five(5) portable changeable message signs shall be furnished, placed, operated, and maintained at locations shown on the plans or where designated by the Engineer and shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices" of the Standard Specifications and these special provisions. Messages displayed on the portable changeable message signs shall be provided to the contractor by the Engineer at the preconstruction meeting and shall conform to Section 12-3.12 "Portable Changeable Message Signs" of the Standard Specifications and "Maintaining Traffic" of these special provisions.

A portable changeable message sign shall be placed in advance of the first warning sign for each stationary lane closure.

A portable changeable message sign shall be placed before road closures.

A portable changeable message sign shall be placed during speed zone reductions. When used in conjunction with a lane closure, use one portable changeable message sign, with both the speed zone reduction and the lane closure messages.

Refer to page 59 of the section "Traffic Control System" payment section."  
Delete the words "four changeable message signs."

Full compensation for five (5) portable changeable message signs shall include all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing, placing, operating, maintaining, repairing, transporting from location to location and removing portable changeable message signs as directed by the Engineer shall be considered as included in

the lump sum price paid for Traffic Control System and no additional compensation will be allowed therefor.

Refer to **Attachment "F"**, Detour Plan, for sign locations.

**Item 6: Protection of existing underground utility facilities.**

The following special provision for "Protection of existing underground utility facilities" is added and made part hereof:

**PROTECTION OF EXISTING UNDERGROUND UTILITY FACILITIES**

The contractor shall take all due care while working in the vicinity of existing utilities. It is anticipated that there will be existing gas mains, high pressure gas mains, fiber optics conduits, electric conduits, telephone lines, water lines, reclaimed water lines and other facilities in locations where proposed street structural sections are to be excavated and constructed. The Contractor shall contact underground service alert and have all utilities marked prior to construction.

**Item 7: Internally Illuminated Street Name Sign (IISNS) panels and Street Name Sign (SNS) Plate.**

The following special provision for "Internally Illuminated Street Name Sign (IISNS) panels and Street Name Signs (SNS) plate" is added and made part hereof:

**INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGN (SNS) PLATE.**

Contractor shall replace existing IISNS panels and SNS plates per detour plan and specification and as directed by the Engineer. The IISNS panels and SNS plate shall be replaced in like kind material.

The work shall consist of removal of existing IISNS panels and SNS plates and replace with new IISNS panels and SNS plates as shown and described on the detour plan. The intersections to receive the name changes include the signal at Goetz Road / Normandy; the signal at La Ladera Road / Normandy; and the street name sign at Berea Road / Normandy Road.

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article, including all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing, replacing existing SNS panels and plates as shown on the detour plan and as directed by the Engineer shall be paid for on a lump sum basis, for Item 43 "INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE", and no additional compensation will be allowed therefor.

Refer to **Attachment "F"**, Detour Plan, for proposed work and locations.

**MODIFICATIONS / CLARIFICATIONS TO PLANS:**

**Item 8: Sheet Replacements, Sheet 5 and Sheet 6 of 45.**

Delete Item #11 of Addendum 1 and Attachment "E" to Addendum #1 and delete sheet 6 of 45, Street Improvements, and replace with the provided revised sheets 5 and 6 of 45, Attachment "C."

Attention is directed to construction note numbers 71 and 72. AC pavement, for deep lift section, shall be constructed over 95% relative compacted native.

Contractor shall assume AC overlay average thickness of 0.25' for quantity estimated amounts.

The revisions to sheets 5 and 6 of 45 adds the installation/construction of a pavement surface to provide for 4 travel lanes on the southerly side of Newport Road between station 9+55 to Station 28+00. Those changes call for the removal of existing median curb, and the construction of street structural section, AC overlay, and AC berm. In addition, construction notes were removed from the sheets on the north side of Newport Road which are no longer required.

**Attachment "C"**, Street Improvements, revised sheets 5 and 6 of 45, is made a part hereof.

**Item 9: AC Pavement Deep Lift Exhibit, Additional Sheet.**

A new plan sheet is being added to the plan set to show AC pavement deep lift area on Newport Road between Sta. 104+00 to Sta. 120+00, the original plans (on sheets 13, 14, and 15 of 45) called for all new street structural section to be 0.53-feet AC over 15 ½ -inch AB. The Pavement Deep Lift Exhibit depicts a portion of the new street structural section on sheets 13, 14, and 15 (86,943 square feet) to be changed to a deep lift pavement street structural section (1.3 - feet AC Pavement Deep Lift section shall be constructed over 95% relative compacted native). All other portions of Sheets 13, 14, and 15 of 45 shall not be changed by this exhibit.

**Attachment "D"**, AC Pavement Deep Lift Exhibit, is made part hereof.

**Item 10: Sheet Replacements, Sheet 18 through 24 of 45 Signing & Striping Plans.**

Signing & Striping Plans, delete and replace

Delete plan sheet numbers 18 through 24 of 45, Signing & Striping Plans, and replace with the provided revised sheets as Attachment "E."

Signing & Striping Plans, additional sheet 6B.

An additional plan sheet 6B is added to "**Signing & Striping Plans**" (also referred to as sheet 23B of 45. This sheet contains Signing and Striping on Normandy Road from Sta. 60+00 to intersection of Normandy and Berea

Road. It also includes Signing & Striping on Berea Road between Newport Road and Normandy Road.

**Attachment "E"**, Signing and Striping, revised sheets 18 through 24 of 45 (8 sheets), is made part hereof.

**Item 11: Clarification to plan sheet numbers. 25, 26, and 27 of 45 (Traffic Signal Plans)**

The plan sheet numbers 25, 26, and 27 of 45 (Traffic Signal Plans) were provided to bidders for information only. The Traffic Signal has been substantially constructed. The remaining required work, for this project, is specified in the special provisions and in this addendum (Item 4).

**Item 12: Detour Plan for Goetz, Normandy, Berea and Newport Road.**

Refer to section "Traffic Control System" and refer to page 58. The third paragraph's first and last sentences are deleted.

The detour plan is being provided to bidders. This plan provides necessary information to the Contractor regarding the required signs and their locations. The work included in this item shall include supplying all labor, materials, equipment, supervision, and incidentals required to implement, monitor, and maintain the detour as shown on the Detour Plan. The Detour Route shall include routing traffic on Goetz Road, Normandy Road, Berea Road, and Newport Road to accommodate the proposed closure of Goetz Road from Canyon Lake Drive to Newport Road and for the closure of the Goetz Road connection on the north side of the Railroad Canyon Road Right-of-Way between the Goetz Road Right-of-Way westerly 1700 feet. The Contractor's responsibility shall include, but not limited to, traffic signs, special signs, portable changeable message signs, barricades, type III barricades, changing internally illuminated street name panel, changing street name sign plates, delineators, and other incidental items for the detour.

The Contractor shall be responsible for implementing, monitoring, and maintaining the detour route until the acceptance of the project.

The Contractor shall notify the City of Canyon Lake 30 calendar days prior to the implementation of the closure of Goetz Road and again 3 calendar days prior to the implementation of the closure of Goetz Road.

Prior to the implementation of the Detour Plan, the following items shall be complete:

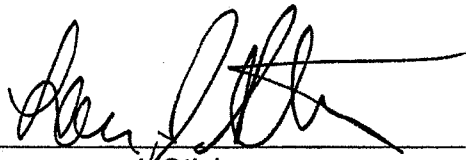
1. The Traffic Signal at the Newport / Berea Road intersection shall be completed and in service;
2. The signing and striping at the Normandy / Berea Road intersection per the signing and striping plan shall be in-place,
3. The Newport Road street structural section, and AC overlay of Newport Road from Murrieta Road to Railroad Canyon road shall be completed,
4. The Traffic Signing and Striping of Newport Road from Murrieta Road to Railroad Canyon Road shall be complete.

Upon opening Newport Road, from Berea Road to Railroad Canyon Road, to traffic, Goetz Road shall be closed and barricades, signs, and delineators installed. **Under NO circumstance shall both Newport Road (from the Goetz Road Right-of-Way westerly to Railroad Canyon Road) and Goetz Road (south of Canyon Lake Drive) be open to traffic simultaneously.**

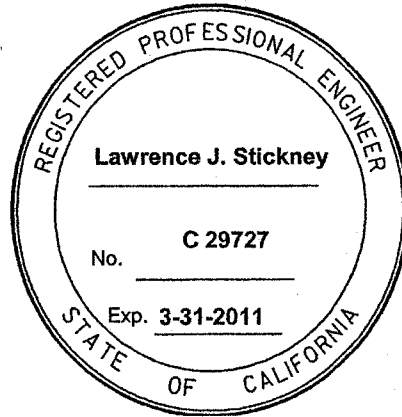
Full compensation for the Detour Plan shall include all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing, placing, operating, maintaining, repairing, and transporting items [excluding GUARD RAILING (BARRICADE) (CRS 810)] as directed by the Engineer shall be considered as included in the lump sum price paid for Traffic Control System and no additional compensation will be allowed therefor.

**Attachment "F", Detour Plan, is made part hereof.**

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



Lawrence J. Stickney  
Project Engineer

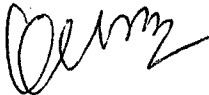


**Recommended by:**



Neil A. Nilchian, PE  
County Project Manager

**Concurrence:**



Khalid Nasim, PE  
Engineering Division Manager

**Acknowledged: x**

  
(Contractor)

Date: 01/11/10

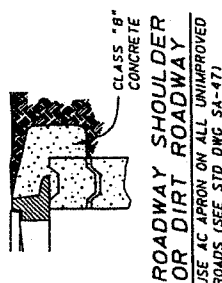
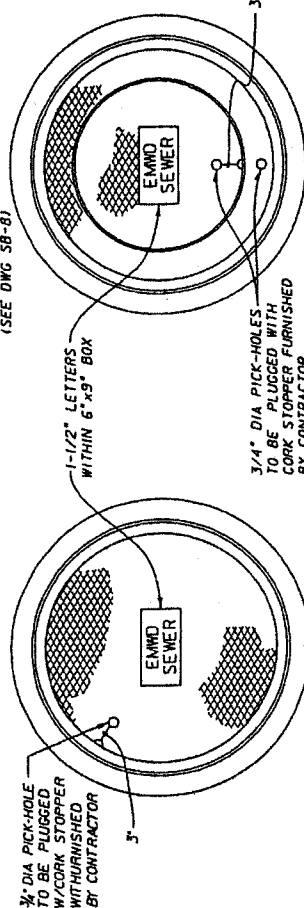
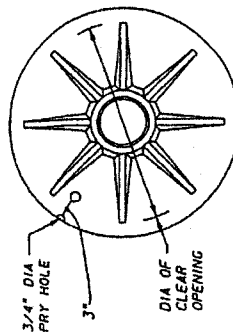
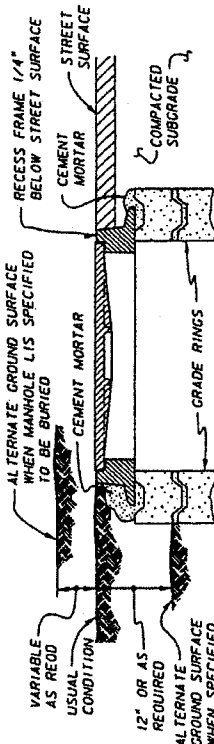
JRJ:jjr:sb

Steve Mendoza, Secretary  
R.J. Noble Company

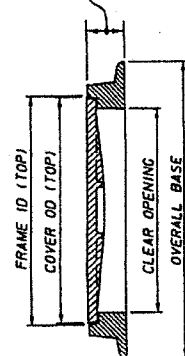
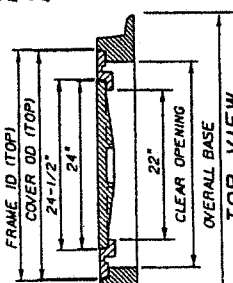
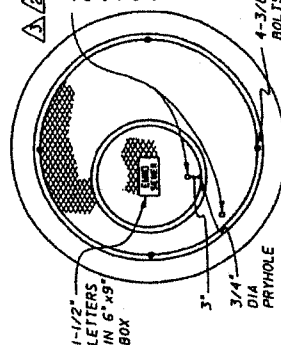


## NOTES

1. MANHOLE COVER SHALL BE DESIGNED FOR AASHO H-20 LOADING.
2. CAST IRON SHALL HAVE A MINIMUM TENSILE STRENGTH OF 3000 LBS PER SQUARE INCH.
3. MANHOLE COVER SHALL BE ALHAMBRA FOUNDRY CO TYPE A-1254 FOR 24" CLEAR OPENING OR A-1325 FOR 36" CLEAR OPENING WITH A TWO-PIECE COVER ASSEMBLY FOR APPROVED EQUAL.
4. MARKER POSTS SHALL BE INSTALLED TO MARK MANHOLE LOCATIONS IN UNIMPROVED AREAS.
5. CONTRACTOR TO USE MANHOLES WITH 24" CLEAR OPENING FOR SEWERS 24" DIA AND SMALLER AND 36" CLEAR OPENING FOR SEWERS LARGER THAN 24" DIA UNLESS OTHERWISE DIRECTED BY ENGINEER.
6. USE TWO-PIECE COVER ASSEMBLY FOR 36" CLEAR OPENING UNLESS OTHERWISE DIRECTED BY ENGINEER.
7. ONE-PIECE COVER SHOWN HERE IS FOR 24" CLEAR OPENING FOR 36" CLEAR OPENING REFER TO MANUFACTURER'S CATALOG.
8. USE TWO-PIECE SHALLOW MH COVER BY SOUTH BAY FOUNDRY SBF-1348 FOR APPROVED EQUAL FOR SHALLOW MANHOLES PER SB-30.

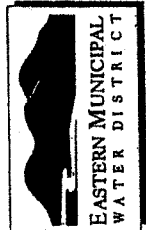


MANHOLE COVER & FRAME REQUIRED DIMENSIONS					TOTAL WEIGHT
CLEAR OPENING	CLEAR O.D.	FRAME I.D.	FRAME HEIGHT	OVERALL BASE	
24"	25-1/2"	25-3/4"	3-1/2"	32"	305 LBS.
36"	38"	38-1/4"	6"	44"	600 LBS.
48" TWO PIECE	38-1/8"	38-5/8"	6"	44"	850 LBS.
2-PC SHALLOW	50 1/2"	50 3/4"	4-1/2"	58"	1320 LBS.



SECTION SHALLOW MH COVER

SECTION  
TWO-PIECE SHALLOW MH COVER  
EASTERN MUNICIPAL WATER DISTRICT  
STANDARD DRAWING



**MANHOLE COVER AND FRAME  
STANDARD & WATERTIGHT MANHOLES**

APPROVED	<i>G. H. Ruggie</i>	10/20/95	SB-61
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SUBMITTED	U83	102095
RECOMMENDED <i>Joseph D. Van Sickle</i> 102095		
DIRECTOR OF ENGINEERING		DATE

REVIEWS				APPROVALS			
NO.	DATE	INITIAL	DESCRIPTION	APP'D	DATE	INITIAL	DATE
1	10/19/95	KER	REDRAWN WITH CADD ON W/LAR	1/AB	10/95		
2	8/8/96	KER	ADDED 2"PC RECTANGULAR COVER	1/AB	8/7/96	DESIGN	
3	7/20/97	KER	REVISED SHALLOW MH COVER	1/AB	10/28/97	CONSTRUCTION	
4	1/9/03	C.M.	REVISE 2" COVER & FRAME I.D.	1/AB	10/15/03	INSPECTION	
						OPERATIONS	10/23/95
						SUBMITTED	10/20/95
REFERENCES:				RECOMMENDED BY: Joseph L. [Signature]			
FILE NO.				DRAWN BY K.E.R.			
				SCALE: NONE			
				DATE: 10/20/95			

# 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 on December 31, 2006, by the unanimous consent of the Board of Directors of this corporation without a meeting, to which the undersigned hereby consent:


**RESOLVED**, that those persons now serving as this corporation's officers are hereby reelected to serve in the same capacity until the next annual meeting of this corporation, subject to the provisions of the bylaws of this corporation, and that the officers of this corporation are as follows:

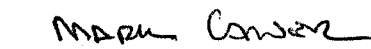
President:	Michael Carver
Vice President	Norm Wright
Vice President	Craig Porter
Secretary	Steve Mendoza
Assistant Secretary	Chris Page
Chief Financial Officer	James Ducote

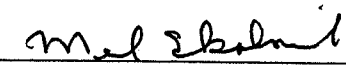
### SIGNATURES OF ALL DIRECTORS:

  
\_\_\_\_\_  
Michael Carver

  
\_\_\_\_\_  
Tim Carver

  
\_\_\_\_\_  
James Ducote

  
\_\_\_\_\_  
Mark Carver

  
\_\_\_\_\_  
Mel Skolnick

## Company Profile

# TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli  
HARTFORD, CT 06183  
877-872-8737

### Former Names for Company

Old Name: AETNA CASUALTY & SURETY COMPANY OF AMERICA

Effective Date: 07-01-1997

### Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

### Reference Information

NAIC #:	31194
NAIC Group #:	<u>3548</u>
California Company ID #:	2444-8
Date authorized in California:	July 31, 1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

### 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

# BANK OF SACRAMENTO

March 17, 2010

Joel Jimenez, P.E.  
County of Riverside  
3525 14<sup>th</sup> Street  
Riverside, CA 92501

Re: Request for Substitution of Securities for R. J. Noble Company  
Project Name/No.: Newport Road/A2-~~0570~~ 0750

Dear Mr. Jimenez,

Pursuant to the California Public Contract Code Sections 10263 and 22300, R. J. Noble Company herein respectfully requests the substitution of securities for any monies withheld by County of Riverside to ensure performance under the subject contract.

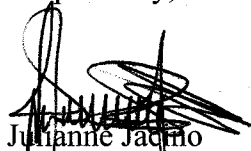
Please sign the enclosed forms, keep two sets for your use and forward the two remaining sets back to Bank of Sacramento. We will mail one original to the contractor.

Please make retention payments directly to Bank of Sacramento and forward any existing and future retention money to the following address and include the contractor name and escrow number on all correspondence/checks:

**Bank of Sacramento  
R. J. Noble Company/Escrow No. 2893-128  
P. O. Box 254706  
Sacramento, CA 95865-4706**

Upon receipt of each payment, we will provide you with a receipt of funds and a running balance of the monies being held in this escrow account. Monies will not be released until the County sends a release letter to the Bank. If you have any questions, please contact me at (916) 648-2871.

Respectfully,



Julianne Jacino  
Vice President  
Escrow Department Manager

**BANK of SACRAMENTO**

**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

ESCROW # 2893-128

To: Bank of Sacramento  
Corporate Escrow Dept  
P O Box 254706  
Sacramento, CA 95865-4706

The undersigned delivers herewith, or will cause to be delivered to Bank of Sacramento, Corporate Escrow Services, hereinafter called Escrow Agent, the papers, money or property hereinafter described to be held and disposed of by Escrow Agent in accordance with the following instructions and upon the terms and conditions herein set forth, to which the undersigned hereby agree.

This Escrow Agreement is made the 17<sup>th</sup> day of March, 2010, is entered into by and between

County of Riverside, whose address is 3525 14<sup>th</sup> Street, Riverside, CA 92501,

hereinafter called "Owner";

R. J. Noble Company, whose address is P. O. Box 620, Orange, CA 92865,

hereinafter called "Contractor", and Bank of Sacramento, whose address is 1750 Howe Avenue, Suite 100, Sacramento, California 95825, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

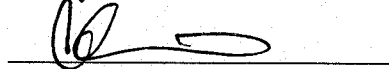
- (1) Pursuant to Section 22300 of the Public Contract code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for the Newport Road/A2-0750 project

in the amount of Two million two hundred seventy four thousand eight hundred eleven dollars and fifty cents (\$2,274,811.50) dated February 9, 2010 (hereinafter referred to as "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent.

When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of County of Riverside, and shall designate the Contractor as the beneficial owner.

- (2) The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) The Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
- (8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposits less escrow fees and charges of the Escrow Agent. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely upon the written notification from the Owner and Contractor pursuant to Sections (5) to (8) inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

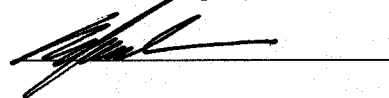
On behalf of the Owner:  
County of Riverside



Authorized Signer Name Juan C. Perez


Authorized Signer Title Director of Transportation  
3525 14<sup>th</sup> Street  
Riverside, CA 92501

On behalf of the Contractor:  
R. J. Noble Company



Michael J. Carver, President  
P. O. Box 620  
Orange, CA 92865

On behalf of the Escrow Agent:  
Bank of Sacramento

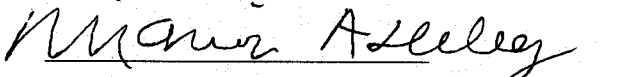


Julianne Jacino, Vice President/Escrow Officer  
Corporate Escrow Dept  
P. O. Box 254706  
Sacramento, CA 95865-4706

At the time the escrow account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officer on the date first set forth above.

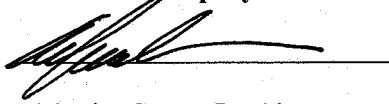
County of Riverside



**MARION ASHLEY**

Authorized Signer Name \_\_\_\_\_  
Authorized Signer Title Chairman, Board of Supervisors

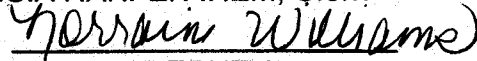
R. J. Noble Company



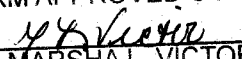
Michael J. Carver, President

ATTEST:

KECIA HARPER-IHEM, Clerk

By   
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:  3/29/10  
MARSHALL VICTOR DATE