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





SUBMITTAL DATE:

FROM: TLMA - Transportation Department June 30, 2010 SUBJECT: Construction of street improvements including lighting, sidewalk, and associated improvements on various streets in the Rubidoux area. **RECOMMENDED MOTION:** That the Board of Supervisors: 1. Accept the low bid of Hillcrest Contracting, Inc. of Corona, CA in the amount of \$1,882,482, 2. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents. 3. Approve the project budget as proposed on Attachment "A". Juan C. Perez Director of Transportation JCP:jrj:sb (Continued On Attached Page) In Current Year Budget: **Current F.Y. Total Cost:** \$ 1,882,482 Yes FINANCIAL **Current F.Y. Net County Cost: Budget Adjustment:** \$ 0 No DATA For Fiscal Year: 2010/2011 **Annual Net County Cost:** \$0 **Positions To Be** SOURCE OF FUNDS: Redevelopment Agency (99.61%), Rubidoux **Deleted Per A-30** Community Service District (RCSD) (0.39%) Requires 4/5 Vote C.E.O. RECOMMENDATION: APPROVE nurle

Policy \boxtimes X

FORM APPROVED COUNTY COUNSE,

Consent

Dep't Recomm.: ofc.: Exec.

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Bendit and duly carried, IT WAS ORDERED that the above matter is approved as recommended

Ayes:

Buster, Stone, Benoit and Ashley

Nays:

None

Absent: Date:

Tavaglione July 27, 2010

XC:

Transp.

Prev. Agn. Ref. 04/20/10, Item 3.71

County Executive Office Signature

District: 2

Agenda Number:

Kecia Harper-Ihem

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Per

The Honorable Board of Supervisors

RE: Construction of street improvements including lighting, sidewalk, and associated improvements on various streets in the Rubidoux area.

June 30, 2010 Page 2 of 3

BACKGROUND:

By Minute Order dated April 20, 2010 (agenda item 3.71) the Board authorized the Clerk of the Board to advertise for the construction of street improvements including lighting, sidewalk, and associated improvements on various streets in the Rubidoux area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, May 19, 2010. Four responsive bids were received. The lowest responsive bid was submitted by Hillcrest Contracting, Inc. in the amount of \$1,965,082, which includes the Base bid and two alternate bid schedules for Rubidoux Community Service District (RCSD).

RCSD has approved the award of Alternate Bid Schedule 1 as bid by the apparent low bidder, and the cost for the work will be funded by RCSD. RCSD has requested the County to not award Alternate Bid Schedule 2 due to the higher than expected bids received, and has informed the County that RCSD will perform the work with their own forces.

The total of Base Bid and Alternate Bid Schedule 1 is \$1,882,482 which is \$65,711 (3.37%) less than the Engineer's Estimate. The project costs are within the project's proposed budget as shown on Attachment "A". As well, the budget is being revised to reflect the change due to elimination of Alternate bid schedule 2.

An amendment to the funding agreement is submitted separately and concurrently, with this construction contract award, for approval to the Board of Supervisors.

The Project will benefit the project area by significantly improving the existing infrastructure and pedestrian access in an area currently characterized by intermittent sidewalks, drainage problems and dirt frontages. Street lights maintenance and operation costs will be funded on an ongoing basis by Landscaping & Lighting Maintenance District No. 89-1-Consolidated (L&LMD No. 89-1-C) and RCSD.

The Rubidoux Area Street Improvements will be completed in 2 Groups. Group 1 improvements are located south of Mission Blvd, east of Riverview Dr, and north of 42nd Street/Tilton Ave, however Group 2 Improvements are located on various streets, including Pacific Avenue, Tilton Avenue, 42nd Street (East), Fort Drive, Molino Way (East), and Twining Street, and will be constructed in FY 2010/11, following the construction of Group 1 improvements.

The Group 2 improvements were separated from the Group 1 improvements due to necessary right of way acquisition, flood control improvements and the design of street lighting.

The Honorable Board of Supervisors

RE: Construction of street improvements including lighting, sidewalk, and associated improvements on various streets in the Rubidoux area.

June 30, 2010 Page 3 of 3

The Group 1 street improvements are as follows:

ROAD:	FROM:	TO:
42nd Street	Riverview Drive	West End of Tilton Avenue
Briggs Street	Tilton Avenue	Parking lot South of Mission Boulevard
Leigh Street	Tilton Avenue	Molino Way
Molino Way East	Leigh Street	Pontiac Avenue
Pontiac Avenue	Tilton Avenue	Mission Boulevard
Rubidoux Boulevard	Tilton Avenue	Mission Boulevard
Mennes Avenue	42 nd Street	Mission Boulevard
Wallace Street	42 nd Street	Mission Boulevard
Carol Way	Wallace Street	500 feet East of Wallace Street
Capary Road	Wallace Street	Driving Range Road

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

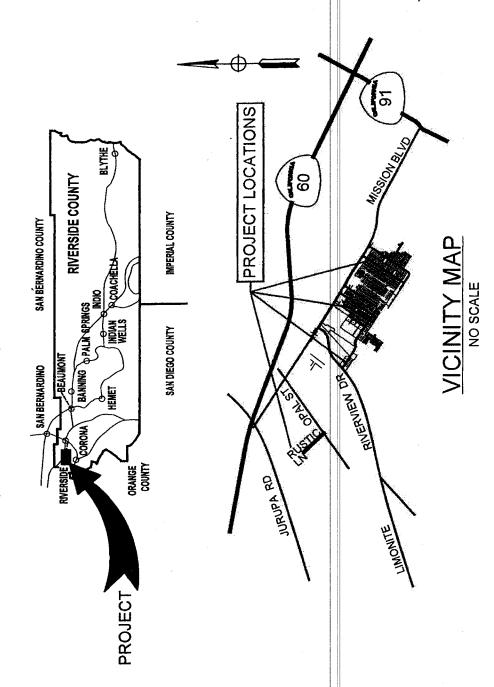
The Contractor is qualified.

Project Number: B4-0511

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT

RUBIDOUX AREA STREET IMPROVEMENT IMPROVEMENT PLANS FOR THE CONSTRUCTION OF INCLUDING SIDEWALK PROJECT (GROUP 1)

42ND STREET (WEST), BRIGGS STREET, LEIGH STREET, MOLINO WAY (WEST), PONTIAC AVENUE, RUBIDOUX BOULEVARD, MENNES AVENUE, WAY, CAPARY ROAD



Attachment "A"

Riverside County Transportation Department

Page 1

Project:

Rubidoux Area Street Improvements including Sidewalk, Street Light and others, Group 1 (10 Streets)

Project No.(s):

B4-0511

	Cos		

oject Costs and Budget						
Activity	Article (Article)	incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey		176,000		176,000	150,000	176,00
Environmental		3,000	1,000	4,000	4,000	4,00
Design		497,000		497,000	373,000	497,00
Right-of-way	The state of the s	56,000		56,000	45,000	56,00
Utilities	A RELIGIO PER CONTRACTOR DE CO	2,000		2,000	2,000	2,00
Construction			1,882,482	1,882,482	1,000,000	2,070,7
Construction Contingency	10.0%		188,248	188,248	1,505,000	2,010,11
Construction Engineering & Inspection		36,000	114,000	300,000	100,000	300,00
Construction Survey	Management of the control of the con	10,000	90,000	100,000	108,000	100,00
	Totals:	780,000	2,275,730	3,205,730	1,782,000	3,205,7

Project Funding

Rame	2 C C C C C C C C C C C C C C C C C C C	to be the second of the second of	Proposed Budget
Redevelopment Agency		.782,000	3,193,730
Miscellenous (Rubidoux Community Services District)			12,000
Table		702 000	3,205,730
	Redevelopment Agency Miscellenous (Rubidoux Community Services District)	Redevelopment Agency Miscellenous (Rubidoux Community Services District)	Redevelopment Agency Miscellenous (Rubidoux Community Services District) 1.782,000

Comments

Printed:

June 24,10 1:46 PM

Form 11 Attachment

Contract/Lease/Purchase Summary Data

⊠ Contract (for	Services)	${ m G}$ Lease		G Purchase	(for Materials)
G Approval/Rene	•	G Approv	val/Renewal	G Sole Sour	e ·
G Sole Source		• •	ear Lease	G Other than	Low Bid
G Personal Servi	ces	G Equipr	nent	G Change O	rder
G Independent C	ontractor	G Real P	roperty		
G Other than Lov	v Bid	G Chang	je Order		
G Change Order					
☑ Public Works				-	
			Selection Co	mmittee Member	Names (RFP=s Only)
User Department:	Transportation De	epartment	N/A		
Vendor/Lessor Name:	Hillcrest Contrac	eting, Inc.	Minority Status: ☐ M	□W □DV	⊠ None
Vendor/Lessor Location:	Corona, C	A .	Local Preferenc	e Applied: GYe	s G No ⊠ N/A
			Local Preference (5% maximum pre	e Award Cost \$ eference)	
			Local Preference	e FYTD: Cost \$	# of Orders
Applicable Board Po	olicy#	Con	nments:		·
RFQ/RFP Process:		Bide	ding Process:		
Date Mailed:		Bid I	Range:	\$ 1,965,08	2.40 to \$ 2,132,347.10
Response Date:		Loca	al Bid Range:	N	1/A
# of Responses:			ponsive and	o \$ 1 965 08	2.40 to \$ 2,132,347.10
# of Qualified Re	esponses:	Res	ponsible Bid Range	e. \$ 1,900,00	2,40 (0 \$ 2,132,347.10
•		Contract/Lease	e Renewals Only		
<u>E</u> x	cisting Agreement Item	<u>15</u>	<u>Pro</u> r	oosed Agreemen	t Items
1. Rates					
2. Terms				-	
3. Conditions				-	
4. Legal Issues					
5. Accountability					
6. Utilities					
(Continue on blank sheet	t it necessary)				

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

PROJECT: Rubidoux Area, Street Improvements including Lighting and Sidewalks

					Group 1			
Advertise Bide One	Advertised: April 20, 2010	.0, 2010 (Agenda Item: 3.71) Date: Wednesday May 19, 2010	n.	ROJECT	PROJECT NO. B4-0511			
20 500	11.4	and the fact that the same tha			a Straige		Hillorest Contracting	
RASERID					COUNITS ESTIMATE		Corona, Ca 92879	
ITEM NO	ITEM NO ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
,-	066102	DUST ABATMENT	ST	-	5,000.00	5,000.00	8,000.00	8,000.00
. 2	074020	WATER POLLUTION CONTROL	ST	—	10,000.00	10,000.00	13,700.00	13,700.00
ı m	120100	TRAFFIC CONTROL SYSTEM	rs	-	50,000.00	20'000'00	15,300.00	15,300.00
) 4	000003	RELOCATE WROUGHT IRON FENCE AND/OR GATE	<u>"</u>	550	25.00	13,750.00	32.00	17,600.00
	152380	RELOCATE CHAIN LINK FENCE	5	2,800	20.00	56,000.00	16.00	44,800.00
9	152381	RELOCATE GATE (ADJUST ROLLING GATE HEIGHT)	EA	92	150.00	11,400.00	480.00	36,480.00
~	000003	RELOCATE WOOD FENCE AND/OR GATE	"	200	20.00	4,000.00	21.50	4,300.00
ω	000003	REMOVE AND RECONSTRUCT DECORATIVE CONCRETE / MASONRY BLOCK WALL WITH USE OF EXISTING WROUGHT IRON	<u> </u>	150	100.00	15,000.00	104.00	15,600.00
6	152386	RELOCATE ROADSIDE SIGN - ONE POST	Ę	81	300.00	24,300.00	70.00	5,670.00
6	152370	MAILBOXES (REMOVAL/RELOCATE/INSTALL) JON STEEL POST]	EA	261	200.00	52,200.00	325.00	84,825.00
11	160101	CLEARING AND GRUBBING [INCLUDING TREES, BUSHES, LANDSCAPING REMOVAL, TREE TRIMING, REPLACMENT OF IRRIGATION SYSTEM]	S	τ-	25,000.00	25,000.00	26,500.00	26,500.00
12	153103	COLD PLANE AC PAVEMENT	SQ FT	237,200	1.00	237,200.00		47,440.00
5	190101	ROADWAY EXCAVATION	≿	2,000	18.00	36,000.00		168,000.00
14	220101	FINISHING ROADWAY	SI	-	25,250.00	25,250.00	9'8	8,600.00
15	260201	CLASS 2 AGGREGATE BASE	ζ	1,600	30.00	48,000.00		80,400.00
16	390130	HOT MIX ASPHALT (TYPE A)	TON	5,240	70.00	366,800.00	73.50	385,140.00
17	394002	PLACE ASPHALT CONCRETE [MISCALLANEOUS AREA] (DRIVEWAY)	SQ YD	3,145	18.00	56,610.00		106,930.00
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS200)	5	14,240	12.00	170,880.00		176,576.00
19	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)	<u>"</u>	980	10.50	10,290.00	20.00	19,600.00
82	000003	MINOR CONCRETE (RETAINING CURB PER DETAIL A ON PLAN SHEET 2)	4	780	16.00	12,480.00		26,130.00
24	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	237	00:006	213,300.00	99	154,050.00
22	017317	MINOR CONCRETE (CROSS GUTTER AND SPANDREL)	SQFT	1,840	4.00	7,360.00	8.70	16,008.00
73	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	17,200	2.00	86,000.00		67,080.00
24	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQFT	62,100	4.00	248,400.00		171,396.00
72	017316	MINOR CONCRETE CURB RAMP (CRS 403 - CASE B)	짚	19	1,500.00	15,000.00	1,40	14,000.00
56	850102	PAVEMENT MARKER (REFLECTIVE)	Ę	250	00.9	1,500.00		1,000.00
27	840653	PAINT TRAFFIC STRIPE (4")	5	8,930	09:0	5,358.00		3,393.40
28	566011	ROADSIDE SIGN - ONE POST	EA	32	180.00	5,760.00	210.00	p,720.00

Advertised: April 20, 2010 (Agenda Item: 3.71)

Group 1

PROJECT: Rubidoux Area, Street Improvements including Lighting and Sidewalks

Bids Open: 2 pm Date: Wednesday, May 19, 2010

82,600.00 12,000.00 12,000.00 82,600.00 3,040.00 8,300.00 99,000.00 3,000.00 2,350.00 25,000.00 1,870,482.40 4,554.00 **BID ESTIMATE BID ESTIMATE BID ESTIMATE** 350.00 1,500.00 375.00 380.00 100.00 Hillcrest Contracting 47.00 25,000.00 Hillcrest Contracting Hillcrest Contracting 99,000.00 Corona, Ca 92879 Corona, Ca 92879 **BID UNIT PRICE BID UNIT PRICE** Corona, Ca 92879 **BID UNIT PRICE** 16,000.00 23,600.00 16,000.00 23,600.00 4,000.00 16,600.00 3,400.00 1,500.00 25,000.00 60,000,00 1,932,193.00 8,855.00 ENG ESTIMATE **ENG ESTIMATE BID ESTIMATE** COUNTY'S ESTIMATE COUNTY'S ESTIMATE COUNTY'S ESTIMATE 100,001 30.00 500.00 500.00 200.00 25,000.00 1,700.00 60,000,00 BID UNIT PRICE **UNIT PRICE UNIT PRICE** PROJECT NO. B4-0511 QUANTITY UNITS QUANTITY UNITS QUANTITY 1,265 236 83 20 32 œ 2 UNITS SQ FT Ā EA E E 7 F മ Æ MINOR CONCRETE (CURB RAMP) [CALTRANS STD PLAN LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM][3" CONDUIT X 7500', 1 1/2" CONDUIT X 400', 19 PLASTIC HANDHOLE (13" X 24" X 15") AND 15 CONCRETE HANDHOLE (13" X 24" X 24") PRIVATE DRAIN THROUGH CURB (CRS 310) THERMOPLASTIC PAVEMENT MARKING CONTRACT ITEM CONTRACT ITEM CONTRACT ITEM ADJUST WATER METER TO GRADE MISCELLANEOUS DIRECTED WORK ADJUST MANHOLE TO GRADE DETECTOR LOOP [TYPE B] BARRICADE (CRS 810) ALTERNATE BID SCHEDULE 1 (RCSD) ALTERNATE BID SCHEDULE 2 (RCSD) A88A CASE CJ SUBTOTAL SUBTOTAL SUBTOTAL **ITEMS 1-35** ITEM 37 ITEM 36 BASE BID (CONTINUED) ITEM NO. ITEM CODE ITEM NO. ITEM CODE ITEM NO. ITEM CODE 152410 152440 840515 860811 000003 00000 731623 00000 860401 37 36 33 32 330 32

	1,965,082.40	
	1,971,793.00	
PROJECT TOTAL	TEMS 1-37	

Advertised: April 20, 2010 (Agenda Item: 3.71) Bids Open: 2 pm Date: Wednesday, May 19, 2010

PROJECT: Rubidoux Area, Street Improvements including Lighting and Sidewalks Group 1

PROJECT NO. B4-0511

								DID ECTIMATE
ITEM NO.	TEM NO. ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	בווווועויין
1	066102	DUST ABATMENT	LS.	-	5,000.00	5,000.00	22,000.00	22,000.00
2	074020	WATER POLLUTION CONTROL	S	-	7,000.00	2,000.00	4,450.00	4,450.00
က	120100	TRAFFIC CONTROL SYSTEM	rs	-	37,000.00	37,000.00	20'000'00	50'000'00
4	00000	RELOCATE WROUGHT IRON FENCE AND/OR GATE	۳	550	70.00	38,500.00	54.00	29,700.00
Ŋ	152380	RELOCATE CHAIN LINK FENCE	H.	2,800	17.00	47,600.00	31.50	88,200.00
9	152381	RELOCATE GATE (ADJUST ROLLING GATE HEIGHT)	EA	92	80.00	00.080,9	179.00	13,604.00
7	000003	RELOCATE WOOD FENCE AND/OR GATE	۳	200	40.00	8,000.00	37.00	7,400.00
ω	800000	REMOVE AND RECONSTRUCT DECORATIVE CONCRETE / MASONRY BLOCK WALL WITH USE OF EXISTING WROUGHT IRON	ㅂ	150	180.00	27,000.00	200.00	30,000.00
Ø	152386	RELOCATE ROADSIDE SIGN - ONE POST	¥	- 81	80.00	6,480.00	00'.29	5,427.00
10	152370	MAILBOXES (REMOVAL/RELOCATE/INSTALL) [ON STEEL POST]	Ā	261	185.00	48,285.00	450.00	117,450.00
7	160101	CLEARING AND GRUBBING [INCLUDING TREES, BUSHES, LANDSCAPING REMOVAL, TREE TRIMING, REPLACMENT OF IRRIGATION SYSTEM]	SI	~	150,000.00	150,000.00	40,000.00	40,000.00
12	153103	COLD PLANE AC PAVEMENT	SQFT	237,200	0.20	47,440.00	0.23	54,556.00
13	190101	ROADWAY EXCAVATION	Շ	2,000	55.00	110,000.00	28.00	116,000.00
4	220101	FINISHING ROADWAY	S	-	10,000.00	10,000.00	5,200.00	
15	260201	CLASS 2 AGGREGATE BASE	≿	1,600	22.00	88,000.00	39.50	
16	390130	HOT MIX ASPHALT (TYPE A)	TON	5,240	72.00	377,280.00	60.50	317,020.00
17	394002	PLACE ASPHALT CONCRETE [MISCALLANEOUS AREA] (DRIVEWAY)	sa yd	3,145	5.00	15,725.00	22.50	
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS200)	5	14,240	15.50	220,720.00	23.00	32
19	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)	5	086	11.50	11,270.00	10.00	00:008'6
70	000003	MINOR CONCRETE (RETAINING CURB PER DETAIL A ON PLAN SHEET 2)	<u>"</u>	780	14.00	10,920.00		
21	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Ē	237	700.00	165,900.00	225.00	
22	017317	MINOR CONCRETE (CROSS GUTTER AND SPANDREL)	SQ FT	1,840	9.00	16,560.00	10.25	
23	731516	MINOR CONCRETE (DRIVEWAY)	SQ FT	17,200	3.25	55,900.00		
24	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQ FT	62,100	3.25	201,825.00	<u> </u>	7
25	017316	MINOR CONCRETE CURB RAMP (CRS 403 - CASE B)	a	10	800.00	8,000.00	1,900.00	19
56	850102	PAVEMENT MARKER (REFLECTIVE)	Æ	250	2.00	200.00		
27	840653	PAINT TRAFFIC STRIPE (4")	5	8,930	0.25	2,232.50		
28	566011	ROADSIDE SIGN - ONE POST	Ą	32	200.00	6,400.00	200.00	6,400.00

RubidouxArea3.Group1.xls: Summary-Web Page 3 of 6

	Summary of Bids	Summary of Bids		PROJECT	: Rubidoux Area, Str	eet Improvements in	PROJECT: Rubidoux Area, Street Improvements including Lighting and Sidewalks	d Sidewalks
					Group 1			
Advertise	ed: April 2	Advertised: April 20, 2010 (Agenda Item: 3.71)						
Bids Opt	Bids Open: 2 pm	Date: Wednesday, May 19, 2010		PROJECT	PROJECT NO. B4-0511			
					Sequel Contactors, Inc.		All American Asphalt	
BASE BID	BASE BID (CONTINUED)	(a			Santa Fe Springs, CA 90670		Corona, CA 92878-2229	29
ITEM NO.	ITEM NO. ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
29	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,265	2.50	3,162.50	3.45	4,364.25
30	860811	DETECTOR LOOP [TYPE B]	Ę	- ω	400.00	3,200.00	355.00	2,840.00
31	000003	PRIVATE DRAIN THROUGH CURB (CRS 310)	E E	83	100.00	8,300.00	250.00	20,750.00
32	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD PLAN A88A CASE C]	EA	7	800.00	1,600.00	1,900.00	3,800.00
33	000003	BARRICADE (CRS 810)	5	20	70.00	3,500.00	45.00	2,250.00
34	000003	MISCELLANEOUS DIRECTED WORK	ΑĦ	-	25,000.00	25,000.00	25,000.00	25,000.00
35	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM][3" CONDUIT X 7500', 1 1/2" CONDUIT X 400', 19 PLASTIC HANDHOLE (13" X 24" X 15") AND 15 CONCRETE HANDHOLE (13" X 24" X 24"]	rs	/-	145,000.00	145,000.00	98,000.00	98,000.00
		SUBTOTAL			·			1 6
		ITEMS 1-35				1,919,380.00		1,949,079.25
					Sequel Contactors, Inc.		All American Asphalt	
ALTERNA	TE BID SCHI	ALTERNATE BID SCHEDULE 1 (RCSD)			Santa Fe Springs, CA 90670	90670	Corona, CA 92878-2229	29
ITEM NO.	ITEM NO. ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
36	152440	ADJUST MANHOLE TO GRADE	EA	32	510.00	16,320.00	400.00	12,800.00
		SUBTOTAL ITEM 36				16,320.00		12,800.00

PROJECT TOTAL ITEMS 1-37	2,041,900.00 2,020,8
	ITEMS 1-37

59,000.00

59,000.00

250.00

106,200.00

450.00

BID ESTIMATE

Santa Fe Springs, CA 90670 Sequel Contactors, Inc.

BID UNIT PRICE

UNITS QUANTITY

CONTRACT ITEM

ALTERNATE BID SCHEDULE 2 (RCSD)

ITEM NO. ITEM CODE

37

152410 ADJUST WATER METER TO GRADE

SUBTOTAL ITEM 37

236

Ā

106,200.00

BID ESTIMATE

Corona, CA 92878-2229

BID UNIT PRICE

All American Asphalt

Advertised: April 20, 2010 (Agenda Item: 3.71) Bids Open: 2 pm Date: Wednesday, May 19, 2010

PROJECT: Rubidoux Area, Street Improvements including Lighting and Sidewalks Group 1

PROJECT NO. B4-0511

BASE BID					Yakar San Dimas, CA 91773	က		
ITEM NO.	ITEM NO. ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
-	066102	DUST ABATMENT	SI	-	2,500.00	2,500.00		
2	074020	WATER POLLUTION CONTROL	r _S	Ψ-	5,000.00	5,000.00		
ო	120100	TRAFFIC CONTROL SYSTEM	rs	-	35,000.00	35,000.00		
4	000003	RELOCATE WROUGHT IRON FENCE AND/OR GATE	Ľ.	550	72.00	39,600.00		
Ŋ	152380	RELOCATE CHAIN LINK FENCE	<u>"</u>	2,800	39.00	109,200.00		
9	152381	RELOCATE GATE (ADJUST ROLLING GATE HEIGHT)	Ę	92	397.00	30,172.00		
7	000003	RELOCATE WOOD FENCE AND/OR GATE	<u>"</u>	200	57.00	11,400.00		
ω	000003	REMOVE AND RECONSTRUCT DECORATIVE CONCRETE / MASONRY BLOCK WALL WITH USE OF EXISTING WROUGHT IRON	ㅂ	150	447.00	67,050.00		
თ	152386	RELOCATE ROADSIDE SIGN - ONE POST	Æ	81	175.00	14,175.00		
10	152370	MAILBOXES (REMOVAL/RELOCATE/INSTALL) [ON STEEL POST]	Æ	261	150.00	39,150.00		
=======================================	160101	CLEARING AND GRUBBING (INCLUDING TREES, BUSHES, LANDSCAPING REMOVAL, TREE TRIMING, REPLACMENT OF IRRIGATION SYSTEM)	ន	_	35,000.00	35,000.00		
12	153103	COLD PLANE AC PAVEMENT	SQ FT	237,200	0.23	54,556.00		
13	190101	ROADWAY EXCAVATION	ბ	2,000	45.00	00.000,06		
41	220101	FINISHING ROADWAY	r.s	~-	8,500.00	8,500.00		
15	260201	CLASS 2 AGGREGATE BASE	გ	1,600	37.00	59,200.00		
16	390130	HOT MIX ASPHALT (TYPE A)	TON	5,240	76.00	398,240.00		
17	394002	PLACE ASPHALT CONCRETE [MISCALLANEOUS AREA] (DRIVEWAY)	SQ YD	3,145	12.00	37,740.00		
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS200)	4	14,240	17.35	247,064.00		
19	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)	5	980	14.49	14,200.20		
50	000003	MINOR CONCRETE (RETAINING CURB PER DETAIL A ON PLAN SHEET 2)	<u>L</u>	780	16.53	12,893.40		
21	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	ĘĄ	237	955.00	226,335.00		
22	017317	MINOR CONCRETE (CROSS GUTTER AND SPANDREL)	SQFT	1,840	9.15	16,836.00		
23	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	17,200	3.95	67,940.00		
24	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQ FT	62,100	3.68	228,528.00	-	
25	017316	MINOR CONCRETE CURB RAMP (CRS 403 - CASE B)	Ā	10	00.666	9,990.00		
56	850102	PAVEMENT MARKER (REFLECTIVE)	E	250	10.00	2,500.00		
27	840653	PAINT TRAFFIC STRIPE (4")	ㅋ	8,930	1.00	8,930.00		
28	566011	ROADSIDE SIGN - ONE POST	EA	32	175.00	5,600.00		

Advertised: April 20, 2010 (Agenda Item: 3.71) Bids Open: 2 pm Date: Wednesday, May 19, 2010

PROJECT: Rubidoux Area, Street Improvements including Lighting and Sidewalks Group 1

PROJECT NO. B4-0511

					Yakar			
BASE BIL	BASE BID (CONTINUED)	(g			San Dimas, CA 91773	e		
ITEM NO	ITEM NO. ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
59	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,265	5.50	6,957.50		
30	860811	DETECTOR LOOP [TYPE B]	EA	80	450.00	3,600.00		
31	000003	PRIVATE DRAIN THROUGH CURB (CRS 310)	ËĀ	83	100.00	8,300.00		
32	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD PLAN A88A CASE C]	EA	. 7	1,325.00	2,650.00		
33	000003	BARRICADE (CRS 810)	5	50	70.00	3,500.00		
34	000003	MISCELLANEOUS DIRECTED WORK	ΕĄ	-	25,000.00	25,000.00		
35	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM][3" CONDUIT X 7500', 1 1/2" CONDUIT X 400', 19 PLASTIC HANDHOLE (13" X 24" X 15") AND 15 CONCRETE HANDHOLE (13" X 24" X 24"]	S	-	135,000.00	135,000.00		
		SUBTOTAL ITEMS 1-35				2,062,307.10		
					Yakar			
ALTERNA	TE BID SCH	ALTERNATE BID SCHEDULE 1 (RCSD)			San Dimas, CA 91773	·		
ITEM NO.	ITEM NO. ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
36	152440	ADJUST MANHOLE TO GRADE	EA	32	345.00	11,040.00		
		SUBTOTAL						
		11 EW 30				11,040.00		
					Yakar			
ALTERNA	TE BID SCH	ALTERNATE BID SCHEDULE 2 (RCSD)			San Dimas, CA 91773	-		
ITEM NO.	ITEM NO. ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
37	152410	ADJUST WATER METER TO GRADE	EA	236	250.00	59,000.00		
		SUBTOTAL						
		ITEM 37				59,000.00		

	2,132,347.10
PROJECT TOTAL	TEMS 1-37

CONTRACTOR'S PROPOSAL

TO:	COUNTY	OF RIVERSI	[DE		DAT	E: 💙~	3-10	
	hereaf	ter called	"County":					
BIDD	ER:	HILLCREST C	ONTRACTING					
		(h	nereafter call	ed "Contra	actor")			

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of RUBIDOUX AREA, STREET IMPROVEMENTS INCLUDING SIDEWALKS, GROUP-1, Project No. B4 0511 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

- 1. That unless withdrawn in person by Contractor or authorized in writing by Contractor not by telephone before the time specified in the Notice Inviting Bids for the public opening of bids, this Proposal constitutes an 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.

RUBIDOUX AREA STREET IMPROVEMENTS INCLUDING SIDEWALK GROUP - 1

PROJECT NO. B4-0511

PROPOSAL

BASE E	BID					
ITEM No.	CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
			,			
1	066102	DUST ABATMENT	LS	1	8,000,00	8,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	13,700.00	13,700.0
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,300.00	15,300,00
4	000003	RELOCATE WROUGHT IRON FENCE AND/OR GATE	LF	550	32.00	17,600,00
5	152380	RELOCATE CHAIN LINK FENCE	LF	2,800	16.00	44,800,00
6	152381	RELOCATE GATE (ADJUST ROLLING GATE HEIGHT)	EA	76	480.00	36,48d. u
7	000003	RELOCATE WOOD FENCE AND/OR GATE	LF	200	21.50	4300.00
8	000003	REMOVE AND RECONSTRUCT DECORATIVE CONCRETE / MASONRY BLOCK WALL WITH USE OF EXISTING WROUGHT IRON	LF	150	104.00	15,600.00
9	152386	RELOCATE ROADSIDE SIGN - ONE POST	EA	81	70.00	56700
10	152370	RELOCATE MAILBOX [FLAT BOX ON STEEL POST]	EΑ	261 184 2	325.00	84,825.00
11	160101	CLEARING AND GRUBBING [INCLUDING TREES, BUSHES, LANDSCAPING REMOVAL, TREE TRIMING, REPLACMENT OF IRRIGATION SYSTEM]	LS	1	26,500,00	26,500.00
12	153103	COLD PLANE AC PAVEMENT	SQ FT	237,200	0,20	47,440,00
13	190101	ROADWAY EXCAVATION	CY	2,000	84.00	168,000,00
14	220101	FINISHING ROADWAY	LS	1	8,60000	8,000.00
15	260201	CLASS 2 AGGREGATE BASE	CY	1,600	50.25	80,400,0
16	390130	HOT MIX ASPHALT (TYPE A)	TON	5,240	73:50	385,140.00
17	394002	PLACE ASPHALT CONCRETE [MISCALLANEOUS AREA] (DRIVEWAY)	SQ YD	3,145	34.00	106,930,00
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS200)	LF	14,240	12,40	176,576.00
19	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)	LF	980	20.00	19.600.00
20	000003	MINOR CONCRETE (RETAINING CURB PER DETAIL A ON PLAN SHEET 2)	LF	780	33,50	26, 130.00
21	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	ĒΑ	237 236 ~	650,00	154,050,00
22	017317	MINOR CONCRETE (CROSS GUTTER AND SPANDREL)	SQ FT	1,840	8.70	16,008.00
23	731516	MINOR CONCRETE (DRIVEWAY)	SQ FT	17,200	3,90	67,080,00
24	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQ FT	62,100	2.76	171,396.00
25	017316	MINOR CONCRETE CURB RAMP (CRS 403 - CASE B)	EA	10	1,400.00	14,000.00
26	850102	PAVEMENT MARKER (REFLECTIVE)	EA	250	4,00	1000,00
27	840653	PAINT TRAFFIC STRIPE (4")	LF	8,930	.38	3393,43
28	566011	ROADSIDE SIGN - ONE POST	ËΑ	32	210,00	6720.00
29	840515	THERMOPLASTIC PAVEMENT MARKING	SQ FT	1,265	3.60	4554,00
30	860811	DETECTOR LOOP [TYPE B]	EA	8	380,00	3040,00
31	000003	PRIVATE DRAIN THROUGH CURB (CRS 310)	EA	83	100,00	18,300,00

BASE BI	D	PROPOSA	<u>L</u>			
ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
32	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD PLAN A88A CASE C]	EA	2	1,500,00	3,000.50
33	000003	BARRICADE (CRS 810)	LF	50	47.00	2350,00
34	000003	MISCELLANEOUS DIRECTED WORK	FA	1	\$ 25,000.00	1
35	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM] [3" CONDUIT X 7500', 1 1/2" CONDUIT X 400', 19 PLASTIC HANDHOLE (13" X 24" X 15") AND 15 CONCRETE HANDHOLE (13" X 24" X 24"]	LS	1	99,00a	99,000.00
SUB-TO ⁻	TAL: <i>On</i> -35 <i>1</i>	Eight Two + 4900 Poll 4	tyte	nous And i	Ountwood	* <u>1,8'10,497</u> +4
$\overline{}$		ux Community Service District	1		(
36	152440	ADJUST MANHOLE TO GRADE	EA	32	375.00	12,000,00
SUB-TO	TAL:	Twelve thousand + Two D	¥/4.	ns		\$ 12,0000
Alternate	e 2 - Ruhidou	ux Community Service District				
37	152410	ADJUST WATER METER TO GRADE	EA	236	350,00	82,600.00
SUB-TO1	ΓAL: ,	Eighty Two thous and, Stat	Jud	nd - a	woolons	\$ 82,600 a
PROJEC TEMS 1-	T TOTAL: -37	Eighty Two + 4/w Dullans	ixt	FiveThou	urad,	\$ 1,965,082
		- Ju wilans				

Name of Bidder HILLCREST CONTRA	ACTING
Type of Organization	
Person(s) Authorized to Sign for Bidder Gler	nn J. Salsbury-President
Einer G. Lindholm-V.P./Secretary	
Address 1467 CIRCLE CITY DRIVE CORONA CA 92879	951-273-9600 Phone
Contractor's License LICENSE # 471664	
Type & Number	
Expiration Date 4-30-2011	
complete list of each subcontractor who in or about the construction in an amount of the subcontractor who in or about the construction in an amount of the subcontractor who is not a subcontractor who is not about the construction in an amount of the subcontractor who is not about the construction in an amount of the subcontractor who is not about the construction in an amount of the subcontractor who is not about the construction in an amount of the subcontractor who is not about the construction in an amount of the subcontractor who is not about the construction in an amount of the subcontractor who is not a subcontracto	RIATTOCA. 374600 NORCOCA- 575325
Percent of work to be performed by sub-col (Note: 50% of the work required to be perfo	
IN WITNESS WHEREOF Contractor executed Page 1 of this proposal.	I this Proposal as of the date set forth or
	HILLCREST CONTRACTING
	MI
	Glenn J. Salsbury-President
	TITLE CIVILIA DANSON

BIDDER DATA:

"Contractor"

	BIDDER DATA.	
	Name of Bidder HILLCREST CONTRACTING	
	Type of Organization	
	Person(s) Authorized to Sign for Bidder Glenn J. Salsbury-President	
	Einer G. Lindholm-V.P./Secretary	
	Address	
	1467 CIRCLE CITY DRIVE 951-273-9600 CORONA CA 92879 Phone	
	Contractor's License	
	Type & Number	
	Expiration Date 4-30-2011	
	8. <u>DESIGNATION OF SUBCONTRACTORS</u> : Contractor submits the complete list of each subcontractor who will perform work or labor or ren in or about the construction in an amount in excess of 1/2 of 1% of the	der service
		ENSE NO.
11		5778
		(4583
	Percent of work to be performed by sub-contractors: 20% (Note: 50% of the work required to be performed by general contractor)	
	IN WITNESS WHEREOF Contractor executed this Proposal as of the date Page 1 of this proposal.	set forth on
	HILLCREST CONTRACTION	G
	Mi	
	TITLE Glenn J. Salsbury-Pr	esident
		

"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, ar 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, as has not directly or indirectly colluded, conspired, connived, 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 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 statement contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or 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 i 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	tollows:
That he or she is a member of the joint firm designated as	venture or cop sal or bid; the ehalf of, any u ation, organize of indirectly i false or sham bi conspired, con to put in a sha that the bidde y, sought by e to fix the bid fix any overhead that of any oth e County of Riv cact; that all ther, that the	artnership which the bid ndisclosed ation, or or sham; nduced or d, and has nived, or mived, or am bid, or er has not agreement, d price of d, profit, er bidder, verside or statements bidder has i price or
any breakdown thereof, or the conteninformation or data relative thereto, or	ts thereof, or	divulged
any fee to any corporation, partnersh organization, bid depository or to any meffectuate a collusive or sham bid.	ip, company as	sociation,
That he has been and is duly vested wi sign instruments for the joint ventu	ure or copartn	ership by who
constitute the other members of copartnership.	the joint ve	nture or
I declare, under penalty of perjur true and correct.	ry, that the fo	regoing is
Dated this (day)	of	(month),
at, California		
Signature of affiant:		
Note: Notarization of signatur	e required	

AFFIDAVIT FOR CORPORATE CONTRACTOR

GLENN J. SALSBURY	_ declares as follows:
That he or she is PRESIDENT	of
HILLCREST CONTRACTING	a
corporation which is the party making the bid; that the bid is not made in the inter of, any undisclosed person, partnership, organization, or corporation; that the bid collusive or sham; that the bidder has not induced or solicited any other bidder to pubid, and has not directly or indirectly connived, or agreed with any bidder or any sham bid, or that anyone shall refrain froidder has not in any manner, directly or agreement, communication, or conference wibid price of the bidder or any other bid overhead, profit, or cost element of the bid any other bidder, or to secure any advantation of Riverside or anyone interested in the prall statements contained in the bid are truthe bidder has not, directly or indirectly, bid price or any breakdown thereof, or the divulged information or data relative there not pay, any fee to any corporation, association, organization, bid depository, agent thereof to effectuate a collusive or	foregoing proposal or rest of, or on behalf company, association, d is genuine and not directly or indirectly at in a false or sham colluded, conspired, one else to om bidding; indirectly, that the indirectly, sought by the anyone to fix the dder, or to fix any der, or of that of ge against the County oposed contract; that submitted his or her contents thereof, or to, or paid, and will partnership, company or to any member or
I declare, under penalty of perjury, true and correct. Dated this	May (month),

State of California
County of Riverside
Subscribed and sworn to (or affirmed) before me
This 3 rd Day of May 2010 by,
Glenn J. Salsbury
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me. Signature: MICHELLE SANTIAGO COMM. # 1703618 NOTARY PUBLIC - CALIFORNIAN RIVERSIDE COUNTY My Comm. Excires Nov. 6, 2010
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 of this form to another document.
Description of Attached Document : Affidavit For Corporate Contractor
Document Date: Pages:
Signer(s) Other Than Named Above None

BID BOND

Recitals:		"	9 1	a colores ildes al	la!a
1. HILLCREST CONTRACTING, INC.		"Contracto		submitted	his
Contractor's Proposal to County of Rive	erside, "Cou	inty", for the col	nstruction c	T public work	CIOL
RUBIDOUX AREA STREET IMPROVEMENTS I	NCLUDING S	IDEWALKS GROUD	P I* In au	JECT NO. B4	.(1 & _051
Notice Inviting Bids of County dated	MAY 12, 2	.010	· " FRU	JECI NO. D4	051
	4.377	MADVI AND		corporat	lon
2. FIDELITY AND DEPOSIT COMPANY OF MARYL				corporat	JOH,
hereafter called "Surety", is the surety of	of this Bond	l ,			
•					
Agreement: We, Contractor as principal and Surety as	surety, joint	ly and severally	agree and	state as folio	iws:
1. The amount of the obligation of this bor including bid alternates, and incres to the	nd is 10% o ne benefit o	f the amount of of County.	the Contra	ctor's Propo	sal,
2. This Bond is exonerated by (1) County Proposal is accepted, Contractor execut to in its Proposal, otherwise it remains in and expense of County resulting from fa Some types of possible loss, damage and	tes the Agre of full force a filure of Cor	eement and furn and effect for the atractor to act a	ilshes the B e recovery s agreed to	onds as agn of loss, dama in its Propos	eed age sal.
3. Surety, for value received, stipulates and be impaired or affected by any extension and waives notice of any such extension	n of time wit n.	hin which Coun	ty may acc	ept the Propo	vay Sal
4. This Bond is binding on our heirs, execu	ıtors, admi	nistrators, succ	essors and	assigns.	
Dated:MAY 3, 2010					
THE TANK AND SUPPORTE COMPANY OF MARVIAND		HILLCREST CON	TPACTING	TNC .	
By By	<u>'</u> · .Bv	S	TRACTING,	11101	
Title:Attorney in Fact, CHARLES L.			elchury Dr	esident	
"Surety"	- PLAKE 11	o. Olom J. N	"Contracto	La Caracter	
Suiety			J	1	
STATE OF CALIFORNIA COUNTY OF	} ss. SUR	ETY'S ACKNO	WLEDGEN	ENT .	
On before me,, kn evidence, to be the person whose name is subs			pers	onally appear	ed,
, kn	lown to me,	or proved to me	on the bas	is of satisfact	ory
evidence, to be the person whose name is subso he/she executed the same in his/her authorized the person, or the entity upon behalf of which th	capacities,	and that by his/ne	er signature i	on the Instructi	inat ent
nio beloon' or nie eunth abou pensu of mulcu a	ia haisnii gi	NOW! EVENING (I)	- HOUSTION	T	
WITNESS my hand and official seal.					
21					
Signature of Notary Public		Notar	y Public (\$	eal)	

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	1
County of Orange	<u> </u>
On 5/3/10 before me, Lexie	Sherwood, Notary Public Here Insert Name and Title of the Officer
personally appeared Charles L. Flake	
personally appeared	Name(s) of Signer(s)
LEXIE SHERWOOD COMM. #1856389 NOTARY PUBLIC • CALIFORNIA ORANGE COUNTY Comm. Exp. JULY 27, 2013	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.
Place Notary Seal Above	Witness my hand and official seal. Signature Signature of Notary Rublic Notary Rublic
Though the information below is not required by and could prevent fraudulent removal Description of Attached Document	OPTIONAL ————————————————————————————————————
Title or Type of Document:	<u> </u>
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:	☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General RINT ☐ Attorney in Fact ☐ Trustee RIGHT THUMBPRINT OF SIGNER

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CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California County of Riverside	
ON May 5,2010 before me, Michelle Santiago, Notary Public, personally a Date Here Insert Name and title of the Officer Glenn J. Salsbury, who proved to me on the basis of satisfactory evidence Name(s) of Signer(s) person whose name is subscribed to the within instrument and acknowledge the executed the same in his authorized capacity, and that by his sign instrument the person or entity upon behalf of which the person acted, instrument.	to be the ed to me that lature on the
I certify under PENALTY OF PERJURY under the laws of the state of Calif foregoing is true and correct.	ornia that the
Witness my hard and official seal COMM. # 1703618 COMM. # 1703618 COMM. # 1703618 RIVERSIDE COUNTY My Comm. Expires Nov. 6, 2010 Michelle Santiago, Notary Public	
Though law does not require the information below, it may prove valuable relying on the document and could prevent fraudulent removal of this form document.	to persons to another
Description of Attached Document: Bid Bond Document Date: Number of Pages: Signer(s) Other Than Named Above	
Capacity(ies) Claimed by Signer Signer's Name: Glenn J. Salsbury ☐ Individual ☐ Corporate Officer - Title(s): President ☐ Partner - ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	
Signer is Representing: HILLCREST CONTRACTING, INC.	

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Richard A. COON, Charles L. FLAKE, David L. CULBERTSON and Dexie SHIERWOOD, all of Anaheim, California, EACH its true and lawful agent and Atterney in Flatt, to make, execute, sold and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in they proper persons. This power of attorney revokes that issued on behalf of Richard A. COON, Charles L. FLAKE, David L. CULBERT SON, Matthew P. FLAKE, Lexie SHERWOOD, dated November 7, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of November, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Lie D. Baurf
Eric D. Barnes Assistant Secretary

By:

William J. Mills

Vice President

State of Maryland City of Baltimore ss:

On this 15th day of November, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Palanting State of the State of

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



ADDENDUM NUMBER 1
Dated May 4, 2010

to the Specifications and Contract Documents for the construction of

Rubidoux Area
Street Improvements Including Sidewalks
Group 1
Project No B4-0511

Bids Due:

(REVISED)

Wednesday, May 19, 2010; 2:00 PM 14th Street Transportation Annex 3525 14th Street; Riverside, CA 92501

(951) 955-6780

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

Item 1: The new designated date and time for the receipt and opening of bids is revised as follows:

Wednesday, May 19, 2010; 2:00 PM 14th Street Transportation Annex 3525 14th Street; Riverside, CA 92501 (951) 955-6780

MODIFICATIONS / CLARIFICATIONS TO THE PLANS FOR RUBIDOUX AREA STREET IMPROVEMENTS INCLUDING SIDEWALKS, GROUP 1, PROJECT:

Item 2:The following Plans are replaced by Attachment "A" and made a part hereof:

Southern California Edison (SCE) Street Light installation Plans (8 sheets) are deleted and replaced with revised SCE approved Street Light installation Plans, Phase 1 (sheet 1-4), and Phase 2 (sheets 1-4).

See Attachment "A"

Addendum No. 1 Rubidoux Area, Street Improvements including Sidewalks, Group 1 Project No. B4-0511 May 4, 2010 Page 2 of 3

The addendum for Rubidoux Area Street Improvements including Sidewalk, Group 1 Projects has been prepared under the direction of the following registered Civil Engineers:

Edward Ng, PE

C46767

EDWARD NG

C46767

No.

Exp. 6/30/11

CIV

CIV

CALIFORNIA

PROFESSIONAL

EXP. 6/30/11

CIV

CIV

Addendum No. 1
Rubidoux Area, Street Improvements including Sidewalks, Group 1
Project No. B4-0511
May 4, 2010
Page 3 of 3

Recommended by:

Neil A Nilchian, PE County Project Manager

Concurrence:

Khalid Nasim, PE

Engineering Division Manager

HILLCREST CONTBACTING

(Contractor

Acknowledged:

b-4-10

JRJ:jrj:sb



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



ADDENDUM NUMBER 2

Dated May 13, 2010

to the Specifications and Contract Documents for the construction of

Rubidoux Area
Street Improvements Including Sidewalks, Group 1
Project No B4-0511

Bids Due:

Wednesday, May 19, 2010; 2:00 PM

14th Street Transportation Annex

3525 14th Street; Riverside, CA 92501

(951) 955-6780

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

MODIFICATIONS / CLARIFICATIONS TO THE SPECIAL PROVISIONS RUBIDOUX AREA STREET IMPROVEMENTS INCLUDING SIDEWALKS, GROUP 1, PROJECT:

Item 1:

Estimated Quantity Revision. Estimated quantities are revised for the below listed items of work. Bidders are instructed to correct the estimated quantities for the listed bid items, and to submit a bid for the revised quantity of work. In the event that a bidding contractor fails to adjust any quantity as directed by this addendum, the total bid prices will be corrected by multiplying the respective unit bid price by the corrected estimated quantity. Description of item 10 is modified to read as shown below:

item No.	Item Code	ltem	Unit	Estimated Quantity
10	152370	MAILBOXES (REMOVAL/RELOCATE/INSTALL) [ON STEEL POST]	EA	261
21	017310	MINOR CONCRETE (DRIVEWAY APPROACH)(CRS 207)	EA	237

Addendum No. 2
Rubidoux Area, Street Improvements including Sidewalks, Group 1
Project No. B4-0511
May 13, 2010
Page 2 of 3

item 2:

Malibox Installation Detail. Add details for mailbox installation as shown on Attachment "A", which is made a part hereof.

See Attachment "A"

Item 3:

Driveway Approach. Refer to plan sheet 14 of 22, Contractor shall construct a driveway approach in compliance with the Construction Note # 7 on the plans for Mennes Avenue at centerline Sta. 26+20, (W=12'), and as directed by the Engineer.

The addendum for Rubidoux Area Street Improvements including Sidewalk, Group 1 Projects has been prepared under the direction of the following registered Civil Engineers:

Edward Ng, PE C46767



Addendum No. 2
Rubidoux Area, Street Improvements including Sidewalks, Group 1
Project No. B4-0611
May 13, 2010
Page 3 of 3

Recommended by:

Neil A Nilchian, PE

County Project Manager

Concurrence:

Khalid Nasim, PE

Engineering Division Manager

Acknowledged:

and the state of t

(Contractor

Glenn J. Salsbury-President

JRJ:jrj:sb

Date:

513

HILLCREST CONTRACTING

General Engineering Contractors

License #471664A

At the Board of Director's meeting held on February 13, 2002 it was determined that the following employees were authorized to sign all binding agreements on behalf of Hillcrest Contracting:

Glenn J. Salsbury

Einer G. Lindholm

Certified as a permanent record:

Glenn J. Salsbury

President

Einer G. Lindholm Vice President

Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 AMERICAN LANE, 19TH FLOOR TOWER SCHUAMBURG, IL 60196-1056 800-382-2150

Agent for Service of Process

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

<u>Unable to Locate the Agent for Service of Process?</u>

Reference Information

NAIC#:

39306

NAIC Group #:

0212

California Company ID #:

2479-4

Date authorized in California:

January 01, 1982

License Status:

UNLIMITED-NORMAL

Company Type:

Property & Casualty

State of Domicile:

MARYLAND

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

CREDIT

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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 **Hillcrest Contracting Inc.** hereafter called "Contractor".

WITNESSETH

RECITALS:

- 1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Rubidoux Area, Street improvements including Sidewalks, Group 1, Project No. B4-0511, 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 (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. <u>The Work</u>. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. <u>Liquidated Damages and Time of Completion</u>. 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. <u>Compensation</u>. 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.

RUBIDOUX AREA STREET IMPROVEMENTS INCLUDING SIDEWALKS GROUP 1

PROJECT NO. B4-0511

AGREEMENT

ITEM No.	CODE	! ITEM:		ESTIMATED QUANTITY	ITEM P (IN FIGU		TOTAL (IN FIGURES)
F			T	1			
1	066102	DUST ABATMENT	LS	1	8,0	00.00	8,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	13,7	00.00	13,700.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,3	00.00	15,300.00
4	000003	RELOCATE WROUGHT IRON FENCE AND/OR GATE	LF	550		32.00	17,600.00
5	152380	RELOCATE CHAIN LINK FENCE	LF	2,800		16.00	44,800.00
6	152381	RELOCATE GATE (ADJUST ROLLING GATE HEIGHT)	EA	76	4	80.00	36,480.00
7	000003	RELOCATE WOOD FENCE AND/OR GATE	LF	200		21.50	4,300.00
8	000003	REMOVE AND RECONSTRUCT DECORATIVE CONCRETE / MASONRY BLOCK WALL WITH USE OF EXISTING WROUGHT IRON	LF	150	104.00 15,60		15,600.00
9	152386	RELOCATE ROADSIDE SIGN - ONE POST	EA	81		70.00	5,670.00
10	152370	MAILBOXES (REMOVAL/RELOCATE/INSTALL) [ON STEEL POST]	EA	261	3	25.00	84,825.00
11	160101	CLEARING AND GRUBBING [INCLUDING TREES, BUSHES, LANDSCAPING REMOVAL, TREE TRIMING, REPLACMENT OF IRRIGATION SYSTEM]	LS	1	26,500.00		26,500.00
12	153103	COLD PLANE AC PAVEMENT	SQ FT	237,200		0.20	47,440.00
13	190101	ROADWAY EXCAVATION	CY	2,000		84.00	168,000.00
14	220101	FINISHING ROADWAY	LS	1	8,6	00.00	8,600.00
15	260201	CLASS 2 AGGREGATE BASE	CY	1,600		50.25	80,400.00
16	390130	HOT MIX ASPHALT (TYPE A)	TON	5,240		73.50	385,140.00
17	394002	PLACE ASPHALT CONCRETE [MISCALLANEOUS AREA] (DRIVEWAY)	SQ YD	3,145		34.00	106,930.00
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS200)	LF	14,240		12.40	176,576.00
19	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)	LF	980		20.00	19,600.00
20	000003	MINOR CONCRETE (RETAINING CURB PER DETAIL A ON PLAN SHEET 2)	LF	780		33.50	26,130.00

AGREEMENT (CONTINUED)

ITEM No.	ITEM CODE	ITEM UN		ESTIMATED QUANTITY		PRICE GURES)	TOTAL (IN FIGURES)
21	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	237		650.00	154,050.00
22	017317	MINOR CONCRETE (CROSS GUTTER AND SPANDREL)	SQ FT	1,840		8.70	16,008.00
23	731516	MINOR CONCRETE (DRIVEWAY)	SQ FT	17,200		3.90	67,080.00
24	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQ FT	62,100		2.76	171,396.00
25	017316	MINOR CONCRETE CURB RAMP (CRS 403 - CASE B)	EA	10	1	,400.00	14,000.00
26	850102	PAVEMENT MARKER (REFLECTIVE)	EA	250		4.00	1,000.00
27	840653	PAINT TRAFFIC STRIPE (4")	LF	8,930		0.38	3,393.40
28	566011	ROADSIDE SIGN - ONE POST	EA	32		210.00	6,720.00
29	840515	THERMOPLASTIC PAVEMENT MARKING	SQ FT	1,265		3.60	4,554.00
30	860811	DETECTOR LOOP [TYPE B]	EA	8		380.00	3,040.00
31	000003	PRIVATE DRAIN THROUGH CURB (CRS 310)	EA	83		100.00	8,300.00
32	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD PLAN A88A CASE C]	EA	2	1	,500.00	3,000.00
33	000003	BARRICADE (CRS 810)	LF	50		47.00	2,350.00
34	000003	MISCELLANEOUS DIRECTED WORK	FA	1	25	5,000.00	25,000.00
35	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM][3" CONDUIT X 7500', 1 1/2" CONDUIT X 400', 19 PLASTIC HANDHOLE (13" X 24" X 15") AND 15 CONCRETE HANDHOLE (13" X 24" X 24"]	LS	1	99	0,000.00	99,000.00

BASE BID

SUBTOTAL: One million, eight hundred seventy thousand, four hundred eighty two dollars and forty cents \$ 1,870,482.40

ITEMS 1-35

"WORDS"

AGREEMENT (CONTINUED)

ALTERNATE BID SCHEDULE 1 (RCSD)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	 PRICE SURES)	TOTAL (IN FIGURES)
36	152440	ADJUST MANHOLE TO GRADE	EA	32	375.00	12,000.00

ALTERNATE 1

SUBTOTAL:

Twelve thousand dollars and zero cents

\$ 12,000.00

ITEMS 36

"WORDS"

ALTERNATE BID SCHEDULE 2 (RCSD) NOT SELECTED FOR AWARD

· · · · · · · · · · · · · · · · · · ·						
37	152440	ADJUST WATERMETER TO GRADE	EA	236		وي الراح

PROJECT TOTAL, ITEMS 1-36:

One million, eight hundred eighty two thousand, four hundred eighty two dollars and forty cents. \$1,882,482.40

"WORDS"

IN WITNESS WHEREOF the parties hereto h forth below.	ave executed this agreement a	of the date set
COUNTY OF RIVERSIDE	HILLCREST CONTRACTING,	INC.
By Allelag Chairman, Board of Supervisors	BY And	
MARION ASHLEY	TITLE: Glenn J. Salsbury-Pre (If Corporation, Affix S	sident
Dated JUL 2 7 2010	(If Corporation, Affix S	eal)
ATTEST:	ATTEST:	
Kecia Harper-Ihem, Clerk of the Board		
Deputy Deputy	TITLE Einer G. Lindholm-V.	P./Secretary
FORM APPROVED COUNTY COUNSEL () BY: NEAL R. KIPNIS DATE	Licensed in accordance with providing for the registrate Contractors, License No. 471664 A EXP. 04/3	ion of
	Federal Employer Identification	Number:
	33-0084251	
BY		
"County" (Seal)	"Corporation" (Seal)	

HILLCREST CONTRACTING

General Engineering Contractors

License #471664A

At the Board of Director's meeting held on February 13, 2002 it was determined that the following employees were authorized to sign all binding agreements on behalf of Hillcrest Contracting:

Glenn J. Salsbury

Einer G. Lindholm

Certified as a permanent record:

Glenn J. Salsbury

President

Einer G. Lindholm Vice President

PERFORMANCE BOND

Recita	<u>als</u> :		
1.	COUNTY OF RIVERSIDE (County)	_ (Contractor) has entered into an for construction of public work know ling Sidewalks, Group 1, Project N	vn as <u>Rubidoux</u>
2.	(Surety), is the Surety under this Bo	_, a nd.	corporation
Agree	ement:		
	Contractor, as Principal, and Surety, dunto County, as obligee, as follows:		e, state, and are
1.	Project of \$ 1.882.482.40 (One m	Bond is 100% of the estimated cont illion, eight hundred eighty two orty cents), and inures to the benefi	<u>thousand, four</u>
2.	strict conformance with the Contract force and effect for the recovery of	ctor doing all things to be kept and p Documents for the Project, otherwise loss, damage and expense of Cour f said Contract Documents are incor	e it remains in full ity resulting from
3.	This obligation is binding on our suc	ccessors and assigns.	
4.	prepayment to Contractor, alteration Contract Documents or the work to	ates and agrees that no change, on or addition to the terms and requipe be performed thereunder shall affection matters, except the total contract approval of Surety.	uirements of the ect its obligations
THIS	BOND is executed as of		-
Ву		Ву	
Ву		Type Name Its Atte	orney in Fact
			Surety"
Title _.	"Contractor"		
	(Corporate Seal)	(Corporate	Seal)

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

BOND #7615914 PREMIUM: \$12,331

PERFORMANCE BOND

1. HILLCREST CONTRACTING, INC. (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as Rubidoux Area, Street Improvements including Sidewalks, Group 1, Project No. B4-0511.

2. COMPANY OF MARYLAND ARYLAND 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:

- The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ 1,882,482.40 (One million, eight hundred eighty two thousand, four hundred eighty two dollars and forty 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 HILLCREST CONTRACTING INC.	JUNE 2, 2010		_
HILLCREST CONTRACTING INC.		FIDELITY AND DEPOSIT COMPANY OF MARYLAN	ע
by			
Ву	-	Type Name CHARLES L. FLAKE Its Attorney in Fact	
Glenn J. Salsbury-Presider	nt	"Surety"	
"Contractor"			
(Corporate Seal)		(Corporate Seal)	

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	}
County of Orange	}
On 6-02-10 before me, Jan	C. Moran, Notary Public Here Insert Name and Title of the Officer,
personally appeared <u>Charles L. Fla</u>	Name(s) of Signer(s)
JAN C. MORAN COMM. #1789349 NOTARY PUBLIC - CALIFORNIA O ORANGE COUNTY COMM. EXPIRES FEB. 17, 2012	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 Jata C. Moran
Though the information below is not required by law, it	may prove valuable to persons relying on the document attachment 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:	Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

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Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint Richard A. COON, Charles L. FLAKE, David L. CULBERTSON and Dexie SHERWOOD, all of Anaheim, California, EACH its true and lawful agent and Attorney in Fact, to make, execute, see and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Richard A. COON, Charles L. FLAKE, David L. CULBERTSON, Marthew P. FLAKE, Lexie SHERWOOD, dated November 7, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of November, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Jui D. Bairs

Assistant Secretary

By:

William J. Mills

Vice President

State of Maryland City of Baltimore ss:

On this 15th day of November, A.D. 2006, before the subscriber, a Notary Public of the commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

Eric D. Barnes

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Man of the state o

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this	2ND	day of	JUNE	2010	
ULLID		uuj oi	L .	,	•

Assistant Secretary

Gerald 7. Haley

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT
State of California County of Riverside
ON June 3, 2010 before me, Michelle Santiago, Notary Public, personally appeared Date Here Insert Name and title of the Officer Glenn J. Salsbury, who proved to me on the basis of satisfactory evidence to be the Name(s) of Signer(s) person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing is true and correct.
Witness my hand and official seal COMM. # 1703618 COMM. # 1703618 RIVERSIDE COUNTY My Comm. Expires Nov. 6, 2010 Michelle Santiago, Notary Public
OPTIONAL
Though law does not require the information below, it may prove valuable to persons

Michelle Santiago, Notary Public	
OP	TIONAL
	tion below, it may prove valuable to persons nt fraudulent removal of this form to another
Description of Attached Document: Performa	nce Bond
Document Date:	Number of Pages:
Signer(s) Other Than Named Above	
Capacity(ies) Claimed by Signer Signer's Name: Glenn J. Salsbury Individual	
Corporate Officer – Title(s): Presiden	<u>ıt </u>
☐ Partner - ☐ Limited ☐ General	
☐ Attorney in Fact	
☐ Trustee	
☐ Guardian or Conservator	
Other:	

Signer is Representing: HILLCREST CONTRACTING, INC.

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are <u>HILLCRE</u> S Contractor and	ST CONTRACTING, INC., as Principal and Original and Original, a corporation, authorized to
public works contract to be executed betw	, a corporation, authorized to , and this Bond is issued in conjunction with that certain reen Principal and COUNTY OF RIVERSIDE a public
hundred eighty two dollars and forty c	million, eight hundred eighty two thousand, four ents), the total amount payable. THE AMOUNT OF
generally consisting of Rubidoux Area, S	NT OF SAID SUM. Said contract is for public work treet Improvements including Sidewalks, Group 1,
Project No. B4-0511.	totad in 2249 of the Civil Code and requirements and
conditions of this Bond are as is set forth	tated in 3248 of the Civil Code and requirements and in 3248, 3249, 3250 and 3252 of said code. Without e for performance, change in requirements, amount of contract.
DATED:	
	Original Contractor - Principal
	Ву
Surety	
Ву	Title
Its Attorney In Fact	(If corporation, affix seal)
(Corporate Seal)	(Corporate Seal)
STATE OF CALIFORNIA COUNTY OF	ss. SURETY'S ACKNOWLEDGEMENT
On before me, _	personally
and acknowledged to me that he/she exec by his/her signature on the instrument the	, known to me, or proved to me on the rson whose name is subscribed to the within instrument uted the same in his/her authorized capacities, and that person, or the entity upon behalf of which the person
acted, executed the instrument.	
WITNESS my hand and official seal.	
Signature of Notary Public	Notary Public (Seal)

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

PAYMENT BOND

BOND #7615914
PREMIUM INCLUDED IN
PERFORMANCE BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are HILLCREST CONTRACTING, INC., as Principal and Original Contractor and <u>FIDELITY AND DEPOSIT COMPANY OF MARYLAND</u>, 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 \$1,882,482,40 (One million, eight hundred eighty two thousand, four hundred eighty two dollars and forty 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 Rubidoux Area, Street Improvements including Sidewalks, Group 1, Project No. B4-0511. 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. HILLCREST CONTRACTING, INC. DATED: JUNE 2, 2010 Original Contractor - Principal FIDELITY AND DEPOSIT COMPANY OF MARYLAND Surety Title Glenn J. Salsbury-President Its Attorney In Fact (If corporation, affix seal) CHARLES L. FLAKE (Corporate Seal) (Corporate Seal) } ss. SURETY'S ACKNOWLEDGEMENT STATE OF CALIFORNIA COUNTY OF _____ ___ personally before me, ______, known to me, or proved to me on the On 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. Notary Public (Seal) Signature of Notary Public

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of Orange	
On 6-02-10 before me, Jan	C. Moran, Notary Public Here Insert Name and Title of the Officer,
personally appearedCharles L. Fla	Name(s) of Signer(s)
JAN C. MORAN COMM. #1789349 NOTARY PUBLIC - CALIFORNIA VIOLENTY ORANGE COUNTY COMM. EXPIRES FEB. 17, 2012	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 C. Moran Signature of Notary Public Jan C. Moran
Though the information below is not required by law, it	may prove valuable to persons relying on the document attachment 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	☐ Individual ☐ Corporate Officer — Title(s):

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT				
State of California County of Riverside				
ON June 3, 2010 before me, Michelle Santiago, Notary Public, personally appeared Date Here Insert Name and title of the Officer Glenn J. Salsbury, who proved to me on the basis of satisfactory evidence to be the Name(s) of Signer(s) person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.				
I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing is true and correct.				
Witness my hand and official seal Signature of Notary Public Michelle Santiago, Notary Public Michelle Santiago, Notary Public Michelle Santiago, Notary Public				
Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this form to another document.				
Description of Attached Document: Payment Bond Document Date: Number of Pages: Signer(s) Other Than Named Above				
Capacity(ies) Claimed by Signer Signer's Name: Glenn J. Salsbury Individual Corporate Officer – Title(s): President Partner - Limited General Attorney in Fact Trustee Guardian or Conservator Other:				
Signer is Representing: HILLCREST CONTRACTING, INC.				

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Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint Richard A. COON, Charles L. FLAKE, David L. CULBERTSON and Lexie SHERWOOD, all of Anaheim, California, EACH its true and lawful agent and Atterney in Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents, shall be an binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their part proper persons. This power of attorney revokes that issued on behalf of Richard A. COON, Charles L. FLAKE, David L. CULBERTSON, Marthew P. FLAKE, Lexie SHERWOOD, dated November 7, 2005.

The said Assistant Secretary obes hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of November, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Lie D. Bairs

Assistant Secretary

Eric D. Barnes

By:

William J. Mills

Vice President

State of Maryland City of Baltimore ss:

On this 15th day of November, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Olas Collins

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

0010

Berald 7. H	uns ZND	day of	JUNE	,2010	
					Gerald 7. Hales

41.3.

Assistant Secretary

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 AMERICAN LANE, 19TH FLOOR TOWER SCHUAMBURG, IL 60196-1056 800-382-2150

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#:

39306

NAIC Group #:

0212

California Company ID #:

2479-4

Date authorized in California:

January 01, 1982

License Status:

UNLIMITED-NORMAL

Company Type:

Property & Casualty

State of Domicile:

MARYLAND

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

CREDIT

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

ACORD "

CEPTICIO ATE OF LIABILITY

DATE (MM/DD/YYYY)

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Lo	s A	ngeles CA 90041-0498						
_		::323-550-7900 Fax:3	23-256-0800	INSURERS A	FFORDING COVE	RAGE		NAIC #
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		Hillcrest Contract	ing Inc	INSURER B:	Peerless In	surance C	ompany	24198
		Hillcrest Contract P.O. Box 1898	ang, me.	INSURER C:	Travelers Indemnit	y Co of CT		25682
		1467 Circle City D Corona CA 92879-18	398 398	INSURER D:		·		
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		X 5,000 DED BI &PD	PRIMARY NON-CONTRIBUTORY			GENERAL AGGRE	GATE	\$2,000,000
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		r, describe under CIAL PROVISIONS below			4			\$1,000,000 \$1,000,000
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Re No di	: Ri . B4 str:	ON OF OPERATIONS/LOCATIONS/VEHIC ubidoux Area Street I 4-0511. The County Of icts, board of superv oux Community Service	<pre>Improvements includir Riverside, its' off visors, employees ac</pre>	ng Sidewalks Ficers, dire	s, Group 1, ectors, spe	cial		
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		County of Riverside	e .				1 '	DER ITE ACENTS OF

Transportation & Land
Management Agency
3525 14th Street
Riverside CA 92501
ACORD 25 (2009/01)

AUTHORIZED REPRESENTATIVE

HITTE PAGE 3

employees; Southern California Edison Company, its' officers, directors, agents and employees are included as an additional insured as respects general liability per endorsement CG2010 11 85 attached. Coverage is orimary and non-contributory per endorsement ICB-8001 04-05. Waiver transfer rights of recovery also applies per endorsement CG 2404 10 93 attached. 60 Days notice of cancellation applies per endorsement ICB-8011 04 05 attached. Same parties are included as additional insureds and a waiver of transfer rights of recovery also applies as respects auto liability per endorsement GECA 701 (01/07) attached. Same parties are included as additional insureds as respects excess liability per endorsement 00-FFX 3232 (2-04) attached. Excess liability follows form to underlying. Cancellation verbiage on page 1 of this certificate is amended per signed statement attached. Waiver of subrogation applies as respects Workers Compensation per endorsement WC 99 03 76 00) attached. Subject to all policy (ies) terms, conditions, limitations and exclusions. In the event of cancellation or non-renewal, 30 days written notice shall be given to the certificate holder. This certificate is a revision superseding certificate issued 6/03/2010.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.



Policy Number: SGL 1092180

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 24 04 10 93

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Endorsement effective	Policy No.	Ħ	
12:01 A.M. standard time			
Named Insured	Countersigned by		
	·		

(Authorized Representative)

SCHEDULE

Name of Person or Organization: Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV—COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.



AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY INSURANCE FOR AUTOMATIC STATUS ADDITIONAL INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If required under a written "insured contract" with you, paragraph a. Primary Insurance in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance is amended by adding the following paragraph:

Not withstanding the foregoing, the insurance afforded to any person or organization who has been added to this policy by an Automatic Status Additional Insured Endorsement is primary and non-contributory insurance, but only as respects "bodily injury" or "property damage" liability arising out of "your work" performed after the effective date of this policy under a written contract between you and such person or organization that requires you to maintain primary and non-contributory insurance and to include such person or organization as an additional insured thereunder.



All other terms and conditions of this policy remain unchanged.

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II-LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

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

Authorized Signature

Wille 2 Km

2. COVERAGE EXTENSIONS

Supplementary Payments.

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

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

SECTION III - PHYSICAL DAWAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

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

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

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

6. Rental Reimbursement Coverage

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

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

7. Lease Gap Coverage

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

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing toxoci, excitue payments; penaltice, intercet or charges resulting from everque payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

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

Paragraph 4 is replaced with the following:

- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Equipment designed or used for the detection or location of rader.
 - c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

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

D. DEDUCTIBLE

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

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

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

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

The following is added to 5.

We waive any night of recevery we may have against any additional insured under Coverage A. 1.

Who is An insured g., bet only as respects loss arising out of the operation, maintenance or use of a covered autor pursuant to the provisions on the insured contract, written agreement, or permit.

B. GENERAL CONDITIONS

- 9, is added
 - 9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

COMMON POLICY CONDITIONS

- 2.b. is replaced by the following:
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) - 001

POLICY NUMBER:

#DTEUB0806P34309

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 white engaged in the work described in the Schedule.

The additional premium for this endorsement shall be mium otherwise due on such remuneration.

% of the California workers' compensation pre-

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED IN A WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO PROVIDE THIS WAIVER **Job Description**

Authorized Signature

Wille 21

DATE OF ISSUE:

ST ASSIGN:



February 5, 2010

Certificate Holder

Address, City, State & Zip Code: As shown on the Acord Certificate of Insurance

Re:

Hillcrest Contracting, Inc.

General Liability, Interstate Fire & Casualty, Policy #SGL1002180

Effective February 4, 2010 to January 31, 2011

Excess Liability, Interstate Fire & Casualty Co., Policy #PFX72728587 Effective January 31, 2010 to January 31, 2011

Dear Sir/Madam:

As respects the certificate holder for certain work performed by the above referenced insured requiring amendment of the cancellation provision of 30 days written notice of any cancellation to exclude the "endeavor to" and "but failure to" wording contained in the cancellation provision, please be advised as follows:

It is agreed and understood that in the event of cancellation, Arroyo/Knauf Insurance Services will advise the certificate holder and that this shall not be the responsibility of the insurance companies referenced above.

Sincerely,

Will 2/Ly

Principal

PEERLESS INSURANCE COMPANY

175 BERKELEY STREET BOSTON, MA 02116 800-228-7830

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 #:

24198

NAIC Group #:

0111

California Company ID #:

1234-4

Date authorized in California:

June 12, 1939

License Status:

UNLIMITED-NORMAL

Company Type:

Property & Casualty

State of Domicile:

NEW HAMPSHIRE

Lines of Insurance Authorized to Transact

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

TRAVELERS INDEMNITY COMPANY OF CONNECTICUT (THE)

ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli HARTFORD, CT 06183-1190 800-252-4633

Former Names for Company

Old Name: TRAVELERS INDEMNITY COMPANY OF RHODE ISLAND (THE)

Effective Date: 09-12-1995

Old Name: EQUITABLE FIRE AND MARINE INSURANCE COMPANY

Effective Date: 10-08-1971

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#:

25682

NAIC Group #:

3548

California Company ID#:

0056-2

Date authorized in California:

June 28, 1890 UNLIMITED-NORMAL

License Status:

Property & Casualty

Company Type:

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

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MISCELLANEOUS

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SPRINKLER

SURETY

TEAM AND VEHICLE

FIREMAN'S FUND INSURANCE COMPANY

777 SAN MARIN DRIVE **NOVATO, CA 94998** 800-527-5787

Former Names for Company

Old Name:

HOME MUTUAL INSURANCE COMPANY

Effective Date: 12-20-1990

Old Name:

HOME F & MARINE INS. CO OF CA

Effective Date: 01-01-1966

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR LOS ANGELES, CA 90017 JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH ST LOS ANGELES, CA 90017 Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:

21873

NAIC Group #:

0761

California Company ID #:

0091-9 June 24, 1868

Date authorized in California:

UNLIMITED-NORMAL

License Status: Company Type:

Property & Casualty

State of Domicile:

CALIFORNIA

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