

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

514  
A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
February 2, 2011

**SUBJECT:** Resurfacing of sixteen roads in the Mission Grove area of Riverside County, south of Alessandro Boulevard and East of Barton Road, referenced as the Camino Del Sol Group.

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

1. Accept the low bid of R.J. Noble Company of Orange, CA in the amount of \$612,812. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.
2. Approve one Addendum to specifications and plans, issued prior to the December 29, 2010 bid opening.

Juan C. Perez  
Director of Transportation

JCP:jjr:rr  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 612,812	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

<b>SOURCE OF FUNDS:</b> Proposition 1B [State Bond Funds- Local Roads] (86.8%), City of Riverside (13.2%)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

BY:   
Jennifer L. Sargent

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is received and filed as recommended.

**Ayes:** Buster, Tavaglione, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** February 15, 2011  
**xc:** Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.** 3/16/10, Item 3.54  
12/07/10, Item 3.33 **District:** 1 **Agenda Number:**

ATTACHMENTS FILED WITH  
THE CLERK OF THE BOARD

**3.35**

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS  
DATE: 2/2/11  
Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Resurfacing of sixteen roads in the Mission Grove area of Riverside County, south of Alessandro Boulevard and East of Barton Road, referenced as the Camino Del Sol Group.

February 2, 2011

Page 2 of 2

**BACKGROUND:** By Minute Order dated December 07, 2010 (agenda item 3.33) the Board authorized the Clerk of the Board to advertise for the resurfacing of sixteen roads in the Mission Grove area, referenced as the Camino Del Sol Group. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, December 29, 2010. Eight responsive bids were received. The lowest responsive bid was submitted by R.J. Noble Company in the amount of \$612,812. The bid is \$49,358 (7.45%) less than the Engineer's Estimate. The Transportation Improvement Program provides for the construction of the subject improvements. The project is expected to be completed within the existing budget as shown on attachment A.

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

Portions of the Camino Del Sol Group are in the City of Riverside and the City has agreed to participate in the cost of the improvements through a cooperative agreement approved as item 3.54 on 3/16/2010.

The streets located within the jurisdictional boundaries of the County are Camino Del Oro, portion of Alexander Street, portion of Barton Street, Calle Vista Drive, El Paseo Road, Vista Grande Drive, Loma Sola Street, Rancho Vista Road, Avenida Luna, portion of Camino Del Sol, Gem Lane, Planada Court, and Pueblo Court. The streets located within the jurisdictional boundaries of the City of Riverside are Avenida Munoz, portion of Avenida Hacienda, portion of Camino Del Sol, portion of Barton Street, Camino De Gloria, portion of Alexander Street, and portion of Vista Grande Drive.

The Contractor has executed the contract and has provided performance and payment bonds.

The bid documents included an alternate bid schedule which provides for the adjustment of City of Riverside owned manhole covers. The City of Riverside has approved the award of the alternate bid schedule, and has agreed to fund all costs for the adjustment of the surface facilities. Costs for the work will be billed to the City with billing for the City's share of the project costs.

The contractor is qualified.

Project Number: X1106

## Form 11 Attachment

### Contract/Lease/Purchase Summary Data

**Contract (for Services)**

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

**Lease**

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

**Purchase (for Materials)**

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP's Only)

<b>User Department:</b>	Transportation Department
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N/A

<b>Vendor/Lessor Name:</b>	R.J. Noble Company
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Minority Status:

M     W     DV     None

<b>Vendor/Lessor Location:</b>	Orange, CA
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Local Preference Applied:  Yes     No     N/A

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

Local Preference FYTD: Cost \$ \_\_\_\_\_ # of Orders \_\_\_\_\_

**Applicable Board Policy #**

**Comments:**

**RFQ/RFP Process:**

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

**Bidding Process:**

Bid Range: \$612,812.00 to \$ 693,228.18  
Local Bid Range: N/A  
Responsive and Responsible Bid Range: \$ 612,812.00 to \$ 693,228.18

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(Continue on blank sheet if necessary)

**NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT**

**AGREEMENT**

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **R.J. NOBLE COMPANY** hereafter called "Contractor".

WITNESSETH

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Camino Del Sol Group Road Rehabilitation Project In The Mission Grove Area, Project No. X1106**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

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

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

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

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

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

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
- (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
- (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.



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

COUNTY OF RIVERSIDE

R.J. NOBLE COMPANY

BY Bob Buster  
Chairman, Board of Supervisors  
BOB BUSTER

BY X [Signature]

Dated FEB 15 2011

TITLE: MICHAEL J. CARVER, PRESIDENT  
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

X [Signature]

BY [Signature]  
Deputy

TITLE: STEVE MENDOZA, SECRETARY

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

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 2/3/11  
NEAL R. KIPNIS DATE

License No. A-782908

Federal Employer Identification Number:

33-0866299

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE



On 01/13/2011  
Date

before me, JENNIFER DE IONGH, NOTARY PUBLIC  
Here Insert Name and Title of the Officer

personally appeared MICHAEL J. CARVER  
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

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



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

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

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



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



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 01/13/2011  
Date

before me, JENNIFER DE IONGH, NOTARY PUBLIC  
Here Insert Name and Title of the Officer

personally appeared STEVE MENDOZA  
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal

Signature

Signature of Notary Public

Place Notary Seal Above

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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

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

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

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

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

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

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


Dated: \_\_\_\_\_

**SIGNATURES OF ALL DIRECTORS:**

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

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

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

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

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

**RESOLUTIONS OF THE BOARD OF DIRECTORS**

**OF**

**R. J. NOBLE COMPANY**

Pursuant to the provisions of Section 307(b) of the California General Corporation Law, the following resolutions were adopted on December 31, 2006, by the unanimous consent of the Board of Directors of this corporation without a meeting, to which the undersigned hereby consent:


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

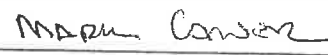
President:	Michael Carver
Vice President	Norm Wright
Vice President	Craig Porter
Secretary	Steve Mendoza
Assistant Secretary	Chris Page
Chief Financial Officer	James Ducote

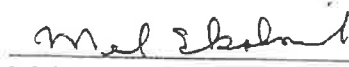
**SIGNATURES OF ALL DIRECTORS:**

  
Michael Carver

  
Tim Carver

  
James Ducote

  
Mark Carver

  
Mel Skolnick

**PERFORMANCE BOND**

**Recitals:**

1. **R.J. NOBLE COMPANY** (Contractor) has entered into an Agreement dated \_\_\_\_\_ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Camino Del Sol Group Road Rehabilitation Project In The Mission Grove Area, Project No. X1106**
2. \_\_\_\_\_, a \_\_\_\_\_ corporation (Surety), is the Surety under this Bond.

**Agreement:**

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **612,812.00 (Six hundred twelve thousand eight hundred twelve dollars and zero cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of \_\_\_\_\_.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are R.J. NOBLE COMPANY, as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ **612,812.00 (Six hundred twelve thousand eight hundred twelve dollars and zero 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 Camino Del Sol Group Road Rehabilitation Project In The Mission Grove Area, Project No. X1106

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: \_\_\_\_\_

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

\_\_\_\_\_  
Surety

By \_\_\_\_\_

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

Title \_\_\_\_\_

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

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

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

WITNESS my hand and official seal.

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

Notary Public (Seal)

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

**PERFORMANCE BOND**

BOND NUMBER 105492561  
EXECUTED IN FIVE COUNTERPARTS

**Recitals:**

1. **R.J. NOBLE COMPANY** (Contractor) has entered into an Agreement dated \_\_\_\_\_ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Camino Del Sol Group Road Rehabilitation Project In The Mission Grove Area, Project No. X1106**
2. TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a \_\_\_\_\_ CONNECTICUT corporation (Surety), is the Surety under this Bond.


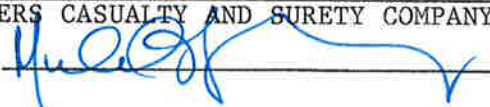
**Agreement:**

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


1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$ 612,812.00 (Six hundred twelve thousand eight hundred twelve dollars and zero cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of JANUARY 13, 2011

R.J. NOBLE COMPANY \_\_\_\_\_ TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA \_\_\_\_\_

By X  By 

MICHAEL J. CARVER, PRESIDENT \_\_\_\_\_ Type Name MICHAEL D. STONG

By X  \_\_\_\_\_ Its Attorney in Fact

STEVE MENDOZA, SECRETARY \_\_\_\_\_ "Surety"

Title R.J. NOBLE COMPANY

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE



On 01/17/2011 before me, JENNIFER DE IONGH, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared MICHAEL J. CARVER

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

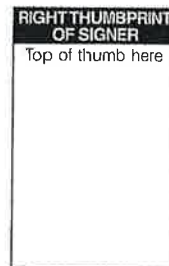
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE



On 01/17/2011  
Date

before me, JENNIFER DE IONGH, NOTARY PUBLIC  
Here Insert Name and Title of the Officer

personally appeared STEVE MENDOZA

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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**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: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 1/13/11 before me, R. NAPPI "NOTARY PUBLIC",  
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG,

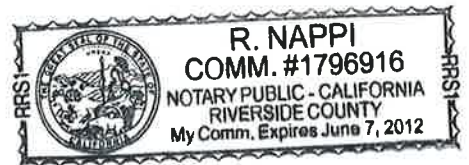
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument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

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

WITNESS my hand and official seal.

R. Nappi  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

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

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

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

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

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

## Company Profile

### TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli

HARTFORD, CT 06183

877-872-8737

#### Former Names for Company

Old Name: AETNA CASUALTY & SURETY COMPANY OF AMERICA

Effective Date: 07-01-1997

#### Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

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#### Reference Information

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

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#### Lines of Insurance Authorized to Transact

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

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

---

#### Company Complaint Information

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

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#### Want More?

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

[Financial Rating Organizations](#)

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BOND NUMBER 105492561  
EXECUTED IN FIVE COUNTERPARTS

**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are R.J. NOBLE COMPANY, as Principal and Original Contractor and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 612,812.00 (Six hundred twelve thousand eight hundred twelve dollars and zero 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 Camino Del Sol Group Road Rehabilitation Project In The Mission Grove Area, Project No. X1106

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: JANUARY 13, 2011

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

Surety

By   
Its Attorney In Fact

MICHAEL D. STONG

(Corporate Seal)

R.J. NOBLE COMPANY

Original Contractor - Principal

By X 

Title MICHAEL J. CARVER, PRESIDENT

(If corporation, affix seal)

(Corporate Seal)

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

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

WITNESS my hand and official seal.

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

Notary Public (Seal)

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE



On 01/17/2011 before me, JENNIFER DE IONGH, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared MICHAEL J. CARVER

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

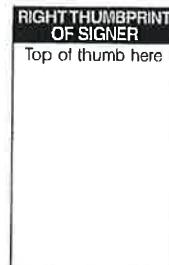
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 1/13/11 before me, R. NAPPI "NOTARY PUBLIC"  
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

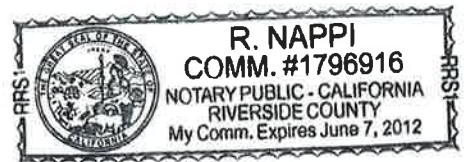
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument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

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

WITNESS my hand and official seal.

R. Nappi  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

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

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

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

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

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
\_\_\_\_\_  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 222079

Certificate No. 003677727

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

Michael D. Stong, Rosemary Nappi, and Jeremy Pendergast

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of May, 2010.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 20th day of May, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of January, 2011.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



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

## Company Profile

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli  
HARTFORD, CT 06183  
877-872-8737

**Former Names for Company**

**Old Name:** AETNA CASUALTY & SURETY COMPANY OF AMERICA

**Effective Date:** 07-01-1997

**Agent for Service of Process**

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100 SACRAMENTO, CA 95833  
Unable to Locate the Agent for Service of Process?

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### Reference Information

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

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### Lines of Insurance Authorized to Transact

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

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

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[Company Enforcement Action Documents](#)  
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[Composite Complaint Studies](#)

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

[Financial Rating Organizations](#)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/13/2011

PRODUCER (949)486-7900 FAX: (949)486-7950 Patriot Risk and Insurance Services License #0G55454 8105 Irvine Center Dr. #400 Irvine CA 92618	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED R. J. Noble Company, Inc. 15505 Lincoln Ave. P O Box 620 Orange CA 92856-9020	INSURER A: <b>Travelers Property Casualty</b>	25674
	INSURER B: <b>Travelers Indemnity Company</b>	25658
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$25,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CO9322B893TIL10	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Comp. Ded. <input checked="" type="checkbox"/> \$1,000 Coll. Ded.	<b>CAP9322B42610</b> No Deductible for Auto Liability	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	<b>VTJSMCUP9323B46010</b> Policy Follows Form Over Underlying General Liab. Policy	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	VTJUB9323B11010	7/1/2010	7/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Re: RJN 91303 Camino Del Sol Group Road Rehabilitation Project in the Mission Grove Area Project No. X1106 County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents, and representatives are named as Additional Insured includes Primary & Non-Contributory as respects to General and Auto Liability per endorsements CGD248 0805 and CAT353 0609 attached where required by written contract. Excess Policy follows form over underlying General Liability policy. Workers Compensation Waiver of Subrogation applies WC99037600

<b>CERTIFICATE HOLDER</b> County of Riverside Transportation and Land Mgmt Agency Transportation Department 3525 14th Street Riverside, CA 92501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>BE REQUIRED TO</del> MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, <del>BY FAX OR BY MAIL TO THE ADDRESS OF THE POLICY OR TO THE ADDRESS OF THE INSURED'S AGENT OR REPRESENTATIVE.</del> AUTHORIZED REPRESENTATIVE Leonard Ziminsky/LISA <i>Amal E. Ziminsky</i>
---	---

## **IMPORTANT**

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

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

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

## COMMENTS/REMARKS

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

CG D2 48 08 05

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

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

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

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

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

Policy #CAP9322B42610  
R.J. Noble Company

CA T3 53 06 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

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

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

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

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

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

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

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

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

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

**M. BLANKET WAIVER OF SUBROGATION**

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

**A. BROAD FORM NAMED INSURED**

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

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

**B. BLANKET ADDITIONAL INSURED**

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

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

**C. EMPLOYEE HIRED AUTO**

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

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

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

#### **AUTO CONDITIONS:**

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

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

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

#### **D. EMPLOYEES AS INSURED**

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

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

#### **E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

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

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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

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

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

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

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

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

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

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

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

(d) We will reimburse the "insured":

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

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

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

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

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

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

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

**G. WAIVER OF DEDUCTIBLE – GLASS**

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

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

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

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

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

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

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

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

**J. PERSONAL EFFECTS**

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

**Personal Effects**

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

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

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

No deductibles apply to this Personal Effects coverage.

**K. AIRBAGS**

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

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

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

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

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

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

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

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

**M. BLANKET WAIVER OF SUBROGATION**

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

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

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



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

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

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

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

CA T3 53 06 09

WC 99 03 76 00

R. J. Noble Company  
Policy #VTJUB9323B11010

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

### (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

The additional premium for this endorsement shall be 5.0 % of the California workers' compensation premium otherwise due on such remuneration.

#### Schedule

Person or Organization

Job Description

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

WC 99 03 76 00

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## Company Profile

**TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**  
ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli  
HARTFORD, CT 06183  
800-252-4633

**Former Names for Company**

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

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

**Agent for Service of Process**

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100 SACRAMENTO, CA 95833  
Unable to Locate the Agent for Service of Process?

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### Reference Information

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

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### Lines of Insurance Authorized to Transact

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

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

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### Company Complaint Information

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

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### Want More?

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

[Financial Rating Organizations](#)

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## Company Profile

**TRAVELERS INDEMNITY COMPANY (THE)**  
ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli  
HARTFORD, CT 06183  
860-277-0111

Agent for Service of Process  
KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100 SACRAMENTO, CA 95833  
Unable to Locate the Agent for Service of Process?

---

### Reference Information

NAIC #:	25658
NAIC Group #:	<u>3548</u>
California Company ID #:	4772-0
Date authorized in California:	June 17, 2002
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

---

### Lines of Insurance Authorized to Transact

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

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

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### Company Complaint Information

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

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### Want More?

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

[Financial Rating Organizations](#)

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# Attachment "A"

Riverside County Transportation Department

Project: **CAMINO DEL SOL AREA  
RESURFACING PROJECT**

Project No.(s): **X1106**

Expenses as of: 1/20/2011

### Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental	573	427	1,000	5,000
Design	16,721	8,186	24,907	81,000
Right-of-way				
Utilities				
Construction		612,812	674,093	830,000
Construction Contingency 10.0%		61,281		
Construction Engineering & Inspection		70,000	70,000	76,000
Construction Survey		35,000	35,000	55,000
<b>Totals:</b>	<b>17,294</b>	<b>787,706</b>	<b>805,000</b>	<b>1,047,000</b>

### Project Funding

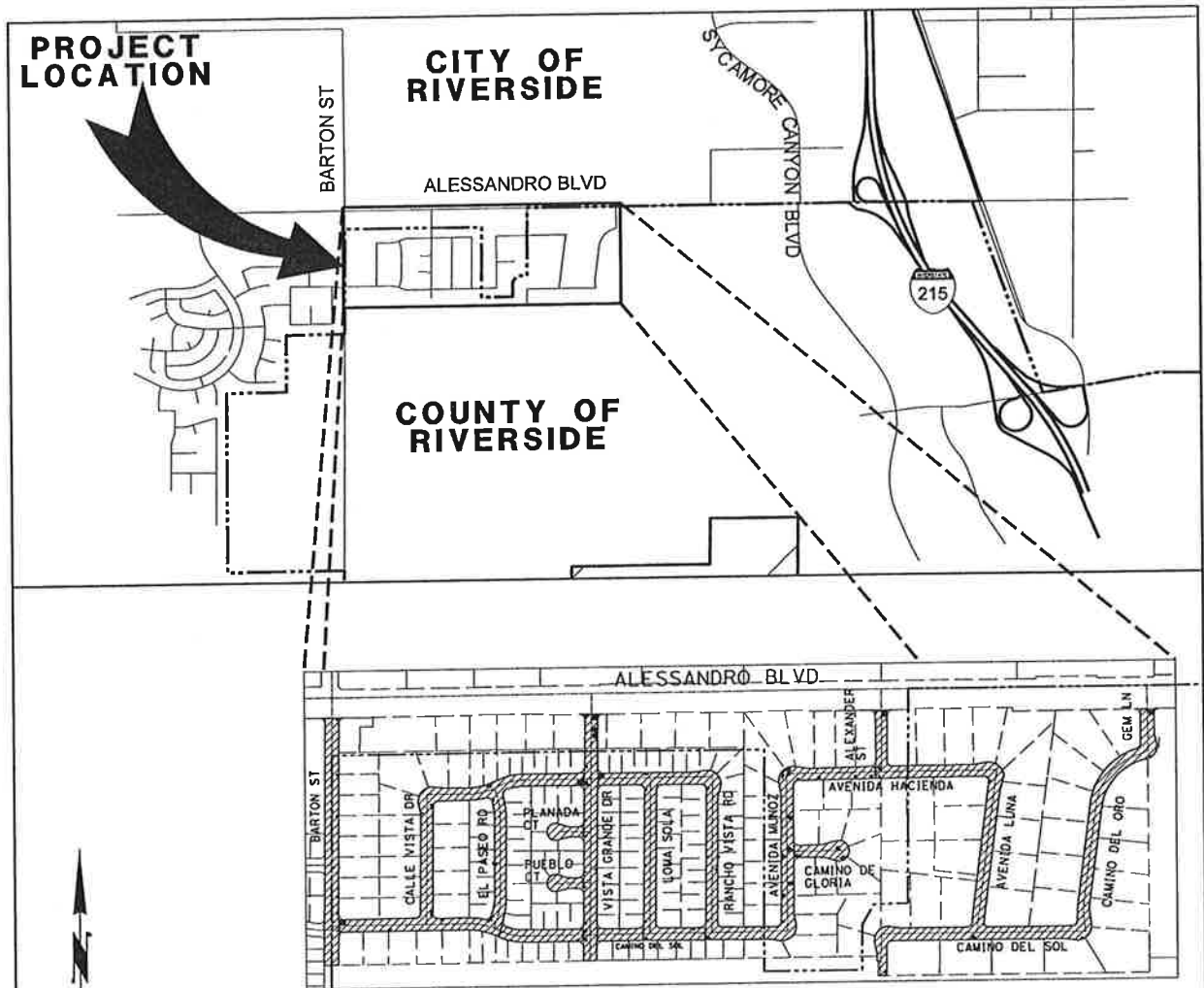
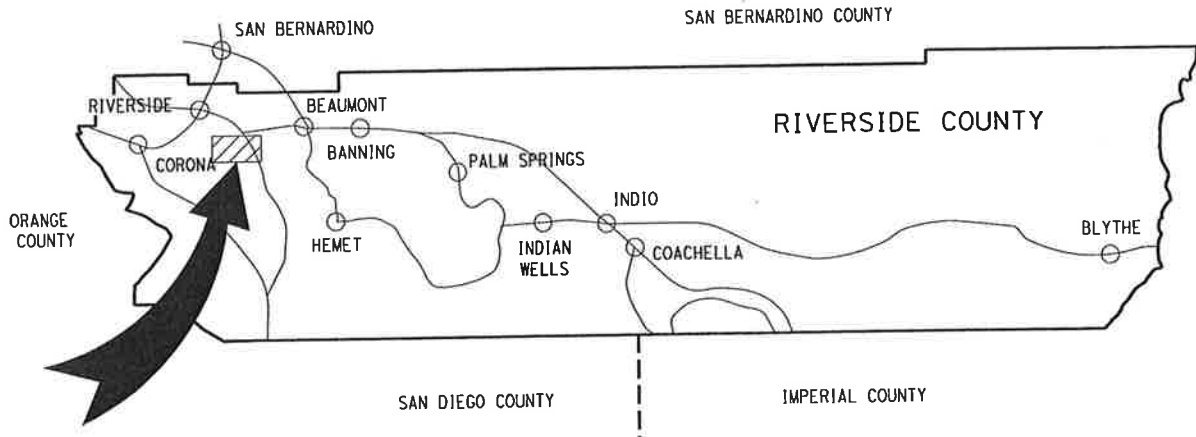
Code	Name	Existing Budget
215	Proposition 1B (State bond funds- Local Roads)	860,000
719	City of Riverside	187,000
<b>Totals</b>		<b>1,047,000</b>

### Comments

Construction costs based on R.J. Noble Company bid of \$612,812.00 December 29, 2010 and includes Alternate 1, Adjust City of Riverside manholes to grade.

**COUNTY OF RIVERSIDE  
DEPARTMENT OF TRANSPORTATION**

**CAMINO DEL SOL AREA  
PAVEMENT REHABILITATION PROJECT**



**VICINITY MAP**

PROJECT LENGTH = 2.77 MI  
TOWNSHIP 3S RANGE 4W SECTION 16  
2008 THOMAS GUIDE PG 716, G-5, G-6

NO SCALE

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT:**  
Camino Del Sol Group Road Rehabilitation Project  
In the Mission Grove Area

Advertised: December 7, 2010 (Agenda Item: 3.33)  
Addenda: 1 (12/23/10)  
Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT No. X1106

Base Bid		COUNTY'S ESTIMATE					R.J. Noble Company Orange, CA 92856	
ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	7,000.00	7,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	3,400.00	3,400.00	3,000.00	3,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00	7,000.00	7,000.00
4	011506	WEDGE PLANE ASPHALT CONCRETE PAVEMENT	LF	29,500	3.00	88,500.00	0.84	24,780.00
5	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	1,000.00	1,000.00
6	170101	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00	2,750.00	2,750.00
7	220101	FINISHING ROADWAY	LS	1	5,000.00	5,000.00	3,500.00	3,500.00
8	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	7,000	70.00	490,000.00	72.50	507,500.00
9	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	10,000.00	10,000.00	13,000.00	13,000.00
10	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	2,800	10.00	28,000.00	10.50	29,400.00
11	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	500	6.00	3,000.00	3.00	1,500.00
12	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	200	0.50	100.00	0.25	50.00
13	860811	DETECTOR LOOP	EA	3	500.00	1,500.00	465.00	1,395.00
14	371504	MINOR CONCRETE (CURB AND GUTTER)	LF	150	25.00	3,750.00	20.50	3,075.00
15	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	240	8.00	1,920.00	17.30	4,152.00
16	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	500.00	2,000.00	500.00	2,000.00
<b>SUBTOTAL (Base Bid)</b>						<b>659,170.00</b>		<b>611,102.00</b>
<b>ITEMS 1 - 16</b>								

ALTERNATE 1- CITY OF RIVERSIDE		COUNTY'S ESTIMATE					R.J. Noble Company Orange, CA 92856	
ITEM No.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
17	152440	ADJUST MANHOLE TO GRADE	EA	6	500.00	3,000.00	285.00	1,710.00
<b>SUBTOTAL (Alternate 1)</b>						<b>3,000.00</b>		<b>1,710.00</b>
<b>ITEM 17</b>								
<b>PROJECT TOTAL</b>						<b>662,170.00</b>		<b>612,812.00</b>
<b>ITEMS 1 - 17</b>								

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT:**  
Camino Del Sol Group Road Rehabilitation Project  
In the Mission Grove Area

Advertised: December 7, 2010 (Agenda Item: 3.33)

Addenda: 1 (12/23/10)

Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT No. X1106

Base Bid ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	2		3	
					All American Asphalt Corona, CA 92878-2229	BID ESTIMATE	Hardy & Harper Santan Ana, CA 92705	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	1,700.00	1,700.00	6,000.00	6,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	6,800.00	6,800.00	6,000.00	6,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	19,200.00	19,200.00	30,000.00	30,000.00
4	011506	WEDGE PLANE ASPHALT CONCRETE PAVEMENT	LF	29,500	0.78	23,010.00	0.72	21,240.00
5	160101	CLEARING AND GRUBBING	LS	1	1,400.00	1,400.00	3,000.00	3,000.00
6	170101	DEVELOP WATER SUPPLY	LS	1	1,400.00	1,400.00	1,000.00	1,000.00
7	220101	FINISHING ROADWAY	LS	1	2,400.00	2,400.00	1,000.00	1,000.00
8	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	7,000	71.85	502,950.00	73.37	513,590.00
9	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	14,000.00	14,000.00	15,241.00	15,241.00
10	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	2,800	15.60	43,680.00	10.10	28,280.00
11	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	500	4.08	2,040.00	5.00	2,500.00
12	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	200	0.26	52.00	0.30	60.00
13	860811	DETECTOR LOOP	EA	3	609.00	1,827.00	555.00	1,665.00
14	371504	MINOR CONCRETE (CURB AND GUTTER)	LF	150	64.00	9,600.00	40.00	6,000.00
15	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	240	11.00	2,640.00	10.10	2,424.00
16	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	1,200.00	4,800.00	1,000.00	4,000.00
		<b>SUBTOTAL (Base Bid)</b>				<b>637,499.00</b>		<b>642,000.00</b>
		<b>ITEMS 1 - 16</b>						

ALTERNATE 1- CITY OF RIVERSIDE ITEM No.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	All American Asphalt Corona, CA 92878-2229		Hardy & Harper Santan Ana, CA 92705	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
17	152440	ADJUST MANHOLE TO GRADE	EA	6	1,000.00	6,000.00	500.00	3,000.00
		<b>SUBTOTAL (Alternate 1)</b>				<b>6,000.00</b>		<b>3,000.00</b>
		<b>ITEM 17</b>						

		<b>PROJECT TOTAL</b>				<b>643,499.00</b>		<b>645,000.00</b>
		<b>ITEMS 1 - 17</b>						



**Riverside County Transportation Department  
Summary of Bids**

**PROJECT:**  
Camino Del Sol Group Road Rehabilitation Project  
In the Mission Grove Area

Advertised: December 7, 2010 (Agenda Item: 3.33)  
Addenda: 1 (12/23/10)  
Bids Open: 2 pm Date: Wednesday, December 29, 2010

**PROJECT No. X1106**

Base Bid ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	6,636.00	6,636.00	1,000.00	1,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	3,630.00	3,630.00	4,000.00	4,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000.00	30,000.00	44,000.00	44,000.00
4	011506	WEDGE PLANE ASPHALT CONCRETE PAVEMENT	LF	29,500	0.81	23,895.00	0.95	28,025.00
5	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	3,000.00	3,000.00
6	170101	DEVELOP WATER SUPPLY	LS	1	1,575.00	1,575.00	500.00	500.00
7	220101	FINISHING ROADWAY	LS	1	2,770.00	2,770.00	1,000.00	1,000.00
8	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	7,000	74.20	519,400.00	75.63	529,410.00
9	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	15,000.00	15,000.00	7,000.00	7,000.00
10	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	2,800	12.75	35,700.00	11.00	30,800.00
11	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	500	5.25	2,625.00	5.50	2,750.00
12	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	200	1.05	210.00	1.50	300.00
13	860811	DETECTOR LOOP	EA	3	560.00	1,680.00	500.00	1,500.00
14	371504	MINOR CONCRETE (CURB AND GUTTER)	LF	150	40.30	6,045.00	33.00	4,950.00
15	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	240	5.25	1,260.00	30.00	7,200.00
16	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	703.00	2,812.00	500.00	2,000.00
		<b>SUBTOTAL (Base Bid)</b>				<b>658,238.00</b>		<b>667,435.00</b>
		<b>ITEMS 1 - 16</b>						

ALTERNATE 1- CITY OF RIVERSIDE		Silvia Construction, Inc. Rancho Cucamonga, Ca 91730-5311		Sequel Contractors, Inc. Santa Fe Springs, CA 90670	
ITEM No.	ITEM CODE	CONTRACT ITEM	BID UNIT PRICE	BID ESTIMATE	BID ESTIMATE
17	152440	ADJUST MANHOLE TO GRADE	394.00	2,364.00	3,000.00
		<b>SUBTOTAL (Alternate 1)</b>		<b>2,364.00</b>	<b>3,000.00</b>
		<b>ITEM 17</b>			

		<b>PROJECT TOTAL</b>			<b>670,435.00</b>
		<b>ITEMS 1 - 17</b>			

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT:**  
Camino Del Sol Group Road Rehabilitation Project  
In the Mission Grove Area

Advertised: December 7, 2010 (Agenda Item: 3.33)

Addenda: 1 (12/23/10)

Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT No. X1106

Base Bid ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	6		7	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	4,200.00	4,200.00	4,876.00	4,876.00
2	074020	WATER POLLUTION CONTROL	LS	1	4,500.00	4,500.00	11,950.00	11,950.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	6,600.00	6,600.00	41,800.00	41,800.00
4	011506	WEDGE PLANE ASPHALT CONCRETE PAVEMENT	LF	29,500	0.90	26,550.00	1.00	29,500.00
5	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
6	170101	DEVELOP WATER SUPPLY	LS	1	780.00	780.00	2,900.00	2,900.00
7	220101	FINISHING ROADWAY	LS	1	9,000.00	9,000.00	4,800.00	4,800.00
8	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	7,000	79.61	557,270.00	73.00	511,000.00
9	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	18,400.00	18,400.00	12,500.00	12,500.00
10	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	2,800	7.00	19,600.00	17.00	47,600.00
11	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	500	5.20	2,600.00	3.00	1,500.00
12	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	200	1.04	208.00	0.25	50.00
13	860811	DETECTOR LOOP	EA	3	700.00	2,100.00	450.00	1,350.00
14	371504	MINOR CONCRETE (CURB AND GUTTER)	LF	150	38.00	5,700.00	50.00	7,500.00
15	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	240	18.00	4,320.00	8.00	1,920.00
16	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	700.00	2,800.00	500.00	2,000.00
		<b>SUBTOTAL (Base Bid)</b>				<b>669,628.00</b>		<b>686,246.00</b>
		ITEMS 1 - 16						

ALTERNATE 1- CITY OF RIVERSIDE		Cooley Construction, Inc. Hesperia, Ca 92340		Excel Paving Company Long Beach, Ca 90806				
ITEM No.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
17	152440	ADJUST MANHOLE TO GRADE	EA	6	700.00	4,200.00	545.00	3,270.00
		<b>SUBTOTAL (Alternate 1)</b>				<b>4,200.00</b>		<b>3,270.00</b>
		ITEM 17						

		<b>PROJECT TOTAL</b>				<b>673,828.00</b>		<b>689,516.00</b>
		ITEMS 1 - 17						

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT:**  
Camino Del Sol Group Road Rehabilitation Project  
In the Mission Grove Area

Advertised: December 7, 2010 (Agenda Item: 3.33)  
Addenda: 1 (12/23/10)

Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT No. X1106

Base Bid		8		Palm Canyon Contractors, Inc. Yucaipa, CA 92399		
ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	7,602.35	7,602.35
2	074020	WATER POLLUTION CONTROL	LS	1	3,258.15	3,258.15
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	7,602.35	7,602.35
4	011506	WEDGE PLANE ASPHALT CONCRETE PAVEMENT	LF	29,500	1.04	30,680.00
5	160101	CLEARING AND GRUBBING	LS	1	25,522.18	25,522.18
6	170101	DEVELOP WATER SUPPLY	LS	1	5,430.25	5,430.25
7	220101	FINISHING ROADWAY	LS	1	3,801.18	3,801.18
8	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	7,000	78.28	547,960.00
9	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	13,575.63	13,575.63
10	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	2,800	9.77	27,356.00
11	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	500	3.26	1,630.00
12	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	200	0.27	54.00
13	860811	DETECTOR LOOP	EA	3	651.63	1,954.89
14	371504	MINOR CONCRETE (CURB AND GUTTER)	LF	150	54.30	8,145.00
15	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	240	8.69	2,085.60
16	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	543.03	2,172.12
<b>SUBTOTAL (Base Bid)</b>						<b>688,829.70</b>
<b>ITEMS 1 - 16</b>						

ALTERNATE 1 - CITY OF RIVERSIDE		Palm Canyon Contractors, Inc. Yucaipa, CA 92399				
ITEM No.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
17	152440	ADJUST MANHOLE TO GRADE	EA	6	733.08	4,398.48
<b>SUBTOTAL (Alternate 1)</b>						<b>4,398.48</b>
<b>ITEM 17</b>						

PROJECT TOTAL		693,228.18	
ITEMS 1 - 17			



# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

## Transportation Department

**ADDENDUM NUMBER 1**  
**Dated December 23, 2010**

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

**Camino Del Sol Group**  
**Pavement Rehabilitation Project**  
**in the Mission Grove area**

**Project No. X1-106**

**Bids Due: Wednesday, December 29, 2010; 2:00 PM**  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street; Riverside, CA 92501  
(951) 955-6780

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

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

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

### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

**Item 1: Revised Proposal.** Refer to "Proposal" page B3. Proposal (page B3) is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**. The following additional revisions have been made to the Proposal bid schedules:

- a. The following bid item descriptions have been revised:

- Item 4, "WEDGE PLANE ASPHALT CONCRETE PAVEMENT"
  - Item 8, "RUBBERIZED HOT MIX ASPHALT (GAP GRADED)"
- b. "Estimated Quantities/Units" are revised from the following bid items:
- Item 4, "WEDGE PLANE ASPHALT CONCRETE PAVEMENT"
  - Item 8, "RUBBERIZED HOT MIX ASPHALT (GAP GRADED)"
  - Item 10, "MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)"
- c. The following bid items have been added:
- Item 14, "MINOR CONCRETE (CURB AND GUTTER)"
  - Item 15, "PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")"
  - Item 16, "CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN"
  - Item 17, "ADJUST MANHOLE TO GRADE", previously Item 14

**Item 2:** **Order of Work.** Refer to section entitled "ORDER OF WORK" page 50. The following paragraph is added after the last paragraph on page 50:

"Attention is directed to "CLEARING AND GRUBBING" of these Special Provisions regarding Tree Roots and vegetation. When tree roots are to be trimmed/removed beneath existing pavement, curb and gutter and/or dike, the cost of removal, grading, compaction and replacement to the existing pavement section in-kind will be included in the cost of Clearing and Grubbing."

**Item 3:** **Insurance.** Refer to section entitled "INSURANCE" on page 50. Delete the first paragraph on page 50 and replace with the following:

"In addition to the requirements of Section 18, "Insurance – Hold Harmless" of the contract documents, the Contractor's Certificate of Insurance and endorsements for the project shall name the following listed entities as additional insureds under the Contractor's general liability, excess liability and auto liability insurance policies and each listed entity shall be on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

1. "The City of Riverside, its officers, directors, agents and employees".

Each of the above listed entities shall also be held harmless, in accordance with the requirements of subsection IV, "Hold Harmless of Section 18, "Insurance –

Hold Harmless” of the contract documents.

Full compensation for compliance with the requirements of this Section shall be considered as included in the various items of work and no additional compensation will be allowed therefore.”

**Item 4: Construction Project Funding Identification Sign.**

The following Special Provisions are added and made part hereof:

“The Contractor shall furnish and install **FOUR (4)** Construction Project Funding Identification Signs (4' X 8'); the signs shall be installed at locations to be determined by the Engineer, within or near the project limits, in accordance with the relevant requirements of Section 56-2 of the Standard Specifications and the appropriate details of Standard Plans RS1 through RS4 for two post installation of signs, and as directed by the Engineer.

A reference exhibit displaying the text and colors of the sign will be provided to the Contractor prior to construction. The Contractor shall submit a copy of the final sign design for approval by the resident Engineer prior to fabrication.

The Contractor shall submit to the Engineer the final sign design in the form of an editable picture file in .eps format – Encapsulated PostScript file.

At the completion of the project, the signs will become property of the County. When directed by the Engineer, the Contractor shall remove all hardware from the signs. Posts and hardware shall become the property of the Contractor. The Contractor shall deliver and off-load the signs to the address listed below or as directed by the Engineer:

Traffic Signal Shop  
Riverside County Transportation Department  
McKenzie Highway Operations Center  
2950 Washington Street  
Riverside, California 92504  
Telephone (951) 955-6894

***Method of Payment***

The contract price paid **per each** for Construction Project Funding Identification Sign shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including sign installation, transportation, maintenance, removal, delivery, excavation and backfill as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor.”

**Item 5:** The following drawing is included as **Attachment "B"**, which is made a part hereof:

- CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN, Exhibit

**Item 6:** **Clearing and Grubbing.** Refer to section entitled "CLEARING AND GRUBBING" pages 54 through 55. The following paragraph is added after the first paragraph:

"When tree roots are to be trimmed/removed beneath existing pavement, curb and gutter and/or dike, the cost of removal, grading, compaction and replacement to the existing pavement section in-kind will be included in the cost of Clearing and Grubbing."

**Item 7:** **Water Pollution Control (Santa Ana River Basin-Risk Level 1).** Refer to section entitled "WATER POLLUTION CONTROL (SANTA ANA RIVER BASIN-RISK LEVEL 1)" pages 56 through 62. Delete the fourth paragraph on page 58 and replace with the following paragraph:

"Within **ten (10)** working days after the award of the contract, the Contractor shall submit **two (2)** copies of the SWPPP/MP to the Engineer for review and approval. The Contractor shall allow **five (5)** working days for the Engineer to review the SWPPP/MP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP/MP within three (3) working days of receipt of the Engineer's comments and shall allow **five (5)** working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved SWPPP/MP to the Engineer prior to notice to proceed. The Contractor must have an approved SWPPP/MP prior to the notice to proceed. The Engineer may provide a letter of conditional approval of the Contractor's SWPPP/MP while minor revisions are made and may allow the Contractor to begin only those certain construction activities identified in the letter of conditional approval. In no case will the conditional approval extend beyond **twenty-one (21)** calendar days. The Engineer may suspend construction operations until the Contractor submits a revised SWPPP/MP that is reviewed and approved by the Engineer."

**Item 8:** **Cold Plane Asphalt Concrete Pavement.** Refer to section "COLD PLANE ASPHALT CONCRETE PAVEMENT" on pages 62 through 63. The entire provision is deleted and replaced with the following Special Provisions:

**WEDGE PLANE ASPHALT CONCRETE:**

The Contractor shall wedge plane 6 feet adjacent to the concrete curb and gutter to a depth as shown on the plans below the lip of the gutter and a depth of 0.02 foot six feet from the gutter or as directed by the Engineer.

The cold plane machine shall have a cutter head at least 72 inches wide and

shall be operated so as not to produce fumes or smoke.

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

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

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

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

**Item 9:** **Hot Mix Asphalt.** Refer to section "HOT MIX ASPHALT" on pages 66 through 74. The entire provision is deleted and replaced with the following Special Provisions:

**ASPHALT RUBBER HOT MIX - GAP GRADED (ARHM-GG): (Wet Process):**

ARHM-GG, shall conform to the provisions for Type "A" asphalt concrete in Section 39, "Asphalt Concrete" of the Standard Specifications and these Special Provisions with the exception that ARHM-GG shall be spread at a temperature of not less than 2850 F and not more than 3500 F, measured in the hopper of the paving machine.

Binder for ARHM-GG shall be Type 2 asphalt-rubber binder with an asphalt modifier as specified in these Special Provisions.  
 The grade of asphalt-rubber binder shall be PG 64-16.

The asphalt modifier will be a resinous, high flash point, aromatic hydrocarbon compound and shall conform to the requirements following:

**REQUIREMENTS FOR ASPHALT MODIFIER**

Property	ASTM Test Method	Value
Flash Point, C.L.O.C., *°C (*°F)	D92	207 (405) min
Viscosity, cSt @ 100°C (212°F)	D445	X±3*
Molecular Analysis Asphaltenes, percent by mass	D2007	0.1 max
Aromatics, percent by mass	D2007	55 min



\*The symbol "X" is the viscosity of the asphalt modifier the Contractor proposes to furnish. The value "X" which the Contractor proposes shall be between the limits of 19 and 36 and shall be submitted in writing to the Engineer. Any proposed change requested by the Contractor in the value "X" shall require a new asphalt-rubber binder design.

The amount of asphalt-rubber binder to be added to the aggregate shall be between 6.7% and 8.7% by dry weight of the aggregate. The exact amount will be determined by the Engineer. The temperature of the aggregate at the time the asphalt-rubber binder is added shall be not more than 3500 F.

Rubber for use in asphalt-rubber binder shall be free of loose fabric, wire and other contaminants except that up to 3% (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce foaming when blended with the hot asphalt.

A sample of the asphalt-rubber binder proposed for use on the project, consisting of four one-quart cans, together with the proposed formulation of the binder shall be furnished to the Engineer at least two weeks before ARHM-GG pavement construction is scheduled to begin.

The method and equipment for combining the rubber and the asphalt shall be so designed and accessible that the Engineer can readily determine the percentage by weight for each material being incorporative into the mixture.

Equipment utilized in the production and proportioning of the asphalt-rubber binder shall include the following:

An asphalt heating tank with hot oil heat transfer to heat the asphalt to the necessary temperature before blending with the granulated rubber. This unit shall be equipped with a thermostatic heat control device.

A mechanical blender for proper proportioning and thorough mixing of the asphalt and rubber. This unit shall have both an asphalt totalizing meter (gallons or liters) and a flow rate meter (gallons per minute or liters per minute).

An asphalt-rubber storage tank equipped with a heating system to maintain the proper temperature of the binder and an internal mixing unit capable of maintaining a homogeneous mixture of asphalt and rubber.

An asphalt-rubber supply system equipped with a pump and metering device capable of adding the binder by volume to the aggregate at the percentage specified or ordered.

The equipment utilized in the manufacture of asphalt rubber binder shall keep the mix in a continuous blend state. The batch method is not acceptable.

The swell, moisture vapor susceptibility, and the stabilometer value requirement in Section 39-2.02, "Aggregate" of the Standard Specifications shall not apply to ARHM-GG.

Before opening a traffic lane to public traffic, when directed by the Engineer, a sand cover shall be spread uniformly over areas where ARHM-GG has been placed.

Sand shall be free from clay or organic material and shall be of such size that from 90% to 100% will pass a No. 4 sieve and not more than 5% will pass a No. 200 sieve.

Sand shall be spread at the approximate rate of from one to two pounds per square yard.

Traffic shall not be allowed on the ARHM-GG for at least one hour after final rolling operations have been completed.

Pneumatic tired rollers shall not be used to compact ARHM-GG.

The asphalt-rubber mixture shall not be used as a binder after it has been retained for more than 48 hours.

**Type 2 Asphalt-Rubber Binder:**

Type 2 asphalt-rubber binder shall be a uniform and reacted mixture of compatible paving grade asphalt, extender oil, and reclaimed vulcanized rubber.

Extender oil shall be a resinous, high flash point aromatic hydrocarbon conforming to the following:

Viscosity, SUS @ 100° F (ASTM D 88)	2500 minute
Flash Point, COC, Degree F (ASTM D 92)	405 minute
Molecular Analysis (ASTM D 2007) Asphaltenes, % by weight	0.1 maximum
Aromatics, % by weight	55 minimum

The asphalt and extender oil, when combined shall form a material that is chemically compatible with the rubber.

The rubber used in Type 2 asphalt-rubber binder shall be reclaimed vulcanized rubber and shall contain between 22 percent and 39 percent by weight, natural rubber when tested in accordance with ASTM D 297. The rubber shall conform to the following grading when tested in accordance with ASTM C 136:

Sieve Size	Percentage Passing
No. 8	100
No. 10	98-100
No. 16	45-75
No. 30	2-20
No. 50	0-6
No. 100	0-2

The rubber shall contain no particles longer than 3/16 inch in length.

The extender oil shall be added to the asphalt at a rate between 2 percent and 6 percent by weight of the asphalt, the exact amount shall be determined by the asphalt-rubber supplier. The asphalt shall be at a temperature of not less than 3500 F nor more than 4250 F when the extender oil is added.

The asphalt-extender oil blend and rubber shall be combined and mixed together in the blender unit to produce a homogeneous mixture.

The amount of rubber to be added to the asphalt-extender oil blend shall be 18 percent and 22 percent by weight of the total combined mixture of asphalt, extender oil, and rubber. The exact amount shall be determined by the asphalt-rubber supplier. The asphalt-extender oil blend shall be at a temperature of not less than 3500 F or more than 4250 F when the rubber is added. After the material has reacted for at least 45 minutes, the asphalt-rubber shall be metered into the mixing chamber of the asphalt concrete production plant at the percentage specified or ordered.

The asphalt-rubber mixture shall be reacted for a minimum of 45 minutes from the time the rubber is added to the asphalt-extender oil blend. The temperature of the asphalt-rubber mixture shall be maintained between 3750 F and 4250 F during the reaction period.

The asphalt-rubber mixture shall possess the following physical property after the reaction period:

Viscosity at 4000 F (ASTM D 2196) (Brookfield)	600-2000 cp
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Asphalt-rubber shall consist of the following:

After reacting the PG 64-16, asphalt modifier and rubber, the asphalt-rubber binder shall conform to the following requirements:

<u>Test Parameter</u>	<u>Specification Limits</u>
Field Viscosity, Haake at 375° F in centipoise ASTM D 2669	1500-4000
Penetration, Cone at 77° F in 1/10 MM ASTM D 217	45 ± 25
Resilience 77° F in percent rebound ASTM D 3407	18 Minimum
Field Softening Point in degree F ASTM D 36	145 ± 20

Contractor shall have available a Haake Viscometer conforming to ASTM D 2669.

The asphalt-rubber mixture after reaching the desired consistency shall not be held at temperatures over 3750 F for more than 4 hours.

**General Requirements:**

The aggregate for ARHM-GG shall conform to the following grading and shall meet the quality requirements for "Type A" as specified in Section 39-2.02, "Aggregate" of the

Standard Specifications.

For ½" maximum size aggregate, use the following grading:

<u>Sieve Size</u>	<u>Limits of Proposed Gradation</u>	<u>Operating Range</u>	<u>Contract Compliance</u>
¾"		100	100
1/2"		90-100	90-100
3/8"	78-92	X±5	X±7
#4	28-42	X±5	X±7
#8	15-25	X±4	X±5
#30	5-15	X±4	X±5
#200		2-7	0-8

The Los Angeles Rattler requirement in Section 39-2.02, "Aggregate" of the Standard Specifications shall be amended to read "40 percent maximum loss at 500 revolutions".

ARHM-GG shall be spread at a temperature of not less than 285° F and not more than 350° F, measured in the hopper of the paving machine, with ambient temperature of not less than 55° F.

**Measurement:**

The mixture of ARHM-GG will be measured by the ton in the same manner specified for asphalt concrete in Section 39-8.01, "Measurement" of the Standard Specifications.

**Payment:**

The contract price paid per ton for ARHM-GG shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing ARHM-GG complete in place, including header cutting as directed by the Engineer, furnishing and applying asphalt binder, furnishing and spreading sand cover if directed by the Engineer, as shown on the plan, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer

**Item 10:**

**Asphalt Concrete Dike.**

The following Special Provisions are added and made part hereof:

**ASPHALT CONCRETE DIKE**

Asphalt concrete dike shall conform to the provisions in Section 39 of the Standard Specifications and these Special Provisions.

This item will include the placement of the asphalt concrete dike per the plans and as directed by the Engineer.

The pay quantity of asphalt concrete dikes will be paid for at the contract price per ton for asphalt concrete material in addition to the price paid per linear foot for placement of the asphalt concrete dike. Full compensation for any necessary excavation, backfill and preparation of the area shall be considered as included

in the contract price paid per linear foot for Place Asphalt Concrete Dike and no additional compensation will be allowed therefor.

**Item 11:** **Adjust Manhole To Grade.** Refer to section entitled "ADJUST MANHOLE TO GRADE" on page 80. Delete the entire special provision and replace with the following:

**ADJUST MANHOLE TO GRADE:**

Existing Manhole covers shall be adjusted to finish grade and new concrete collars poured with materials similar in quality to those in the original structure in accordance with the applicable provisions of Sections 15-2 and 71 of the Standard Specifications, the requirements of the owning utility company and these Special Provisions.

Unless otherwise specified by the owners of the facilities, the Contractor shall provide new manhole covers, grade rings, and frames as necessary for the project. The Contractor shall be responsible to coordinate with the owners to obtain the materials approval.

All work shall comply with the requirements of City of Riverside Standard 500, which is attached and made part hereof, and other standard requirements of the City of Riverside. New grade rings, if required, shall be furnished by the Contractor, and shall be included in the contract unit price for manhole adjustment. In the event that any of the covers are found to be damaged, new covers will be furnished by the City of Riverside upon request.

After the structure frame has been removed, the top of the structure shall be carefully trimmed to provide a suitable foundation for the new material.

Steel plates shall be used as necessary and when directed by the Engineer to prevent asphalt and debris from entering the sewer system.

Additionally, a "False Bottom" shall be fabricated and temporarily placed in the manhole cone as a second barrier to prohibit foreign objects from entering the sewer system. Said "false bottom" shall be made from plywood of suitable thickness (3/4" minimum) or stronger material to prohibit heavy objects from breaking the barrier. "False Bottom" shall be fabricated and installed in accordance with the requirements and standards of the owner. The false bottom shall comply with the attached "Standard No. 11" of the Lake Hemet Municipal Water District, or as otherwise approved by the Engineer.

After completion of the work, the structure covers, frames, grade rings and old concrete collar debris that were removed from the roadbed shall become the property of the Contractor.

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

Specifications.

Coordination and communication shall be maintained between the Contractor and the owning sewer company.

The Contractor shall adjust to final grade all manhole covers owned by the Riverside County Flood Control and Water Conservation District.

If the alternate bid schedule for the adjustment of sewer manhole covers is approved by the sewer system owner, those facilities will be adjusted to grade as provided herein.

If the alternate bid schedule is chosen for award, the Contractor's Certificate of Insurance and endorsements for the project shall name the sewer system owner, its officers, directors, agents and employees as additionally insured under the Contractor's general liability, excess liability, and auto liability insurance policies, and the sewer system owner shall be named on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

If the alternate bid schedule is not chosen for award, the Contractor shall coordinate with the owner of the sewer facilities and provide access and sufficient time for the sewer owner to adjust the facilities. Attention is directed to Section 8-1.10 "Utility and Non-Highway Facilities" of the Standard Specifications.

The adjustment to grade of other manhole covers, such as those owned by phone and electric companies, will be performed by the utility owner.

Water and gas valve covers shall be adjusted by the Contractor as provided elsewhere in these Special Provisions.

The contract unit bid price paid per each for Adjust Manhole to Grade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved including the installation of the concrete ring and no additional compensation will be allowed therefor.

## **MODIFICATIONS / CLARIFICATIONS TO THE PLANS**

**Item 12:**      **Construction Note 2.** Refer to plans sheet 2 of 2, Construction Note 2. Delete "COLD PLANE EXISTING ASPHALT TO THE DEPTH OF 0.20' " and replace with "**WEDGE PLANE ADJACENT TO ALL CONCRETE IMPROVEMENTS AND ASPHALT DIKE.**"

**Item 13:**      **Construction Note 3.** Refer to plans sheet 2 of 2, Construction Note 3. Delete "OVERLAY WITH 0.30' HMA (TYPE A)" and replace with "**OVERLAY WITH 0.17' ARHM-GG (TYPE A).**"

**Item 14:**      **Construction Note 5.** Refer to plans sheet 2 of 2, Construction Note 5- "REMOVE AND REPLACE SPANDREL PER STD PLAN No. 209":

Callout of 'Construction Note 5' is hereby added to the plans at the following locations:

1. Spandrel located at the intersection of Barton Street and Camino Del Sol
2. Spandrel located at the intersection of Planada Court and Vista Grande Drive
3. Spandrel located at the intersection of Alessandro Boulevard and Gem Lane

**Item 15:**      **Construction Note 6.** Refer to plans sheet 2 of 2, Construction Note 6- "REMOVE AND REPLACE CROSS GUTTER PER STD PLAN No. 209":

Callout of 'Construction Note 6' is hereby added to the plans at the following locations:

1. Cross Gutter located at the intersection of Alexander Street. and Avenida Hacienda
2. Cross Gutter located at the intersection of Alessandro Boulevard and Gem Street

**Item 16:**      **Construction Note 14.** Refer to plans sheet 2 of 2, Construction Notes, the following construction note is hereby added to the plans:

### **14 – TRIM ROOTS**

Callout of 'Construction Note 14' is hereby added to the plans at the following location:

1. Vista Grande Drive between Alessandro Boulevard and Avenida Hacienda.

**Item 17:**        **Construction Note 15.** Refer to plans sheet 2 of 2, Construction Notes, the following construction note is hereby added to the plans:

**15 – REMOVE AND REPLACE EXISTING CURB AND GUTTER IN-KIND**

Callout of 'Construction Note 15' is hereby added to the plans at the following location:

1. At 20181 Camino Del Sol, Grande Drive (50 LF).
2. Other locations as directed by the Engineer (100 LF).

**Item 18:**        **Construction Note 16.** Refer to plans sheet 2 of 2, Construction Notes, the following construction note is hereby added to the plans:

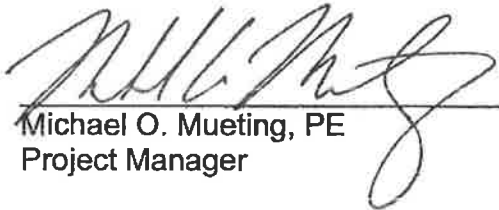
**16 – REMOVE AND REPLACE EXISTING AC DIKE IN-KIND**

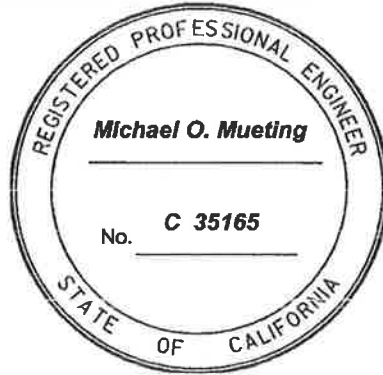
Callout of 'Construction Note 14' is hereby added to the plans at the following location:

1. Gem Lane from Alessandro Boulevard to Camino Del Oro (240 LF).



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

  
12/23/10  
\_\_\_\_\_  
Michael O. Mueting, PE  
Project Manager



Concurrence:

  
12/23/10  
\_\_\_\_\_  
Khalid Nasim, PE  
Engineering Division Manager

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

(Contractor)

MM:JRJ:jj:rr

**ATTACHMENTS**

**A – REVISED PROPOSAL**

**B – EXHIBIT: CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN**

**C – REFERENCE DRAWINGS**

- 1. City of Riverside Standard 500**
- 2. Standard No. 11 of the Lake Hemet Municipal Water District**

**CAMINO DEL SOL GROUP  
ROAD REHABILITATION PROJECT  
IN THE MISSION GROVE AREA  
PROJECT No. X1106**

**PROPOSAL (REVISED)**

**BASE BID**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	011506	WEDGE PLANE ASPHALT CONCRETE PAVEMENT	LF	29,500		
5	160101	CLEARING AND GRUBBING	LS	1		
6	170101	DEVELOP WATER SUPPLY	LS	1		
7	220101	FINISHING ROADWAY	LS	1		
8	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	7,000		
9	414111	ROUT AND SEAL RANDOM CRACKS	LS	1		
10	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	2,800		
11	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	500		
12	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	200		
13	860811	DETECTOR LOOP	EA	3		
14	371504	MINOR CONCRETE (CURB AND GUTTER)	LF	150		
15	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	240		
16	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4		

SUB-TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_

ITEMS 1-16 "WORDS"

**ALTERNATE 1- CITY OF RIVERSIDE**

17	152440	ADJUST MANHOLE TO GRADE	EA	6		
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SUB-TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_

ITEM 17 "WORDS"

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

ITEMS 1-17 "WORDS"  
B3

State Transportation Bond Funds

AT WORK

**Ramona Expressway  
Rehabilitation**



County of Riverside Transportation Department

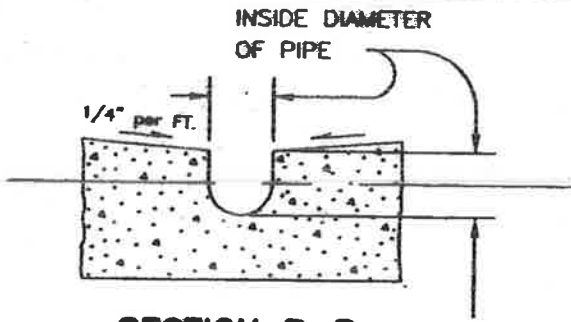
The sign shall be modified to read as follow:

STATE TRANSPORTATION BOND FUNDS  
AT WORK

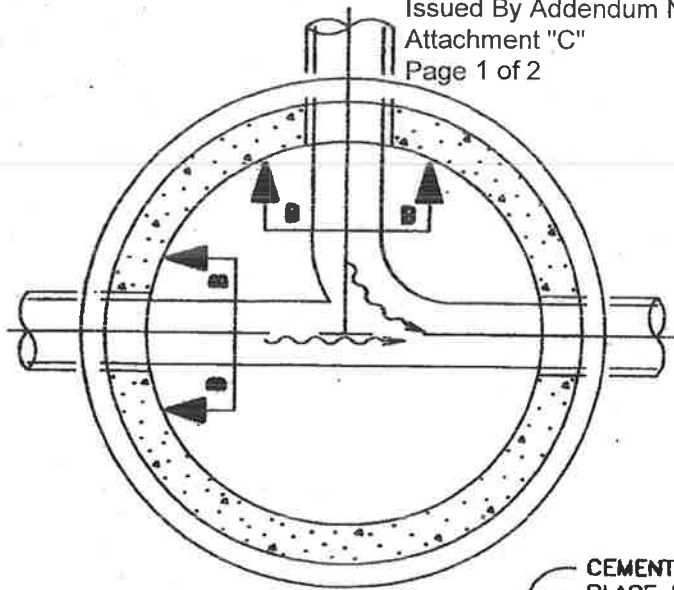
LOCAL STREET REHABILITATION

(County Logo and City of Riverside Logo)

County of Riverside in Cooperation with the City of Riverside



**SECTION B-B**



**SECTION A-A**

CEMENT IN PLACE WITH CLASS C MORTAR.

**NOTES:**

1. All joints shall be set in Class C Portland cement mortar and shall be sack finished.
2. Rings and cones shall be reinforced with #4 round steel wound spirally on 4" centers.
3. Vertical wall of cone shall be on downstream side of manhole.
4. Steps shall be 14" wide stirrup type safety steps. The steps or sockets shall be cast in place at time of manufacture. Steps shall be spaced a maximum of 16" c.c. Material for steps shall be 1/2" grade 60 steel reinforcing rod coated with polypropylene, ASTM D-4101 or City approved equal.

5. The lower portion of the manhole shall be:

Minimum Diameter	Depth (Shelf to cover)
4'	< 15'
5'	>15' and < 25'
6'	>25' and < 30'

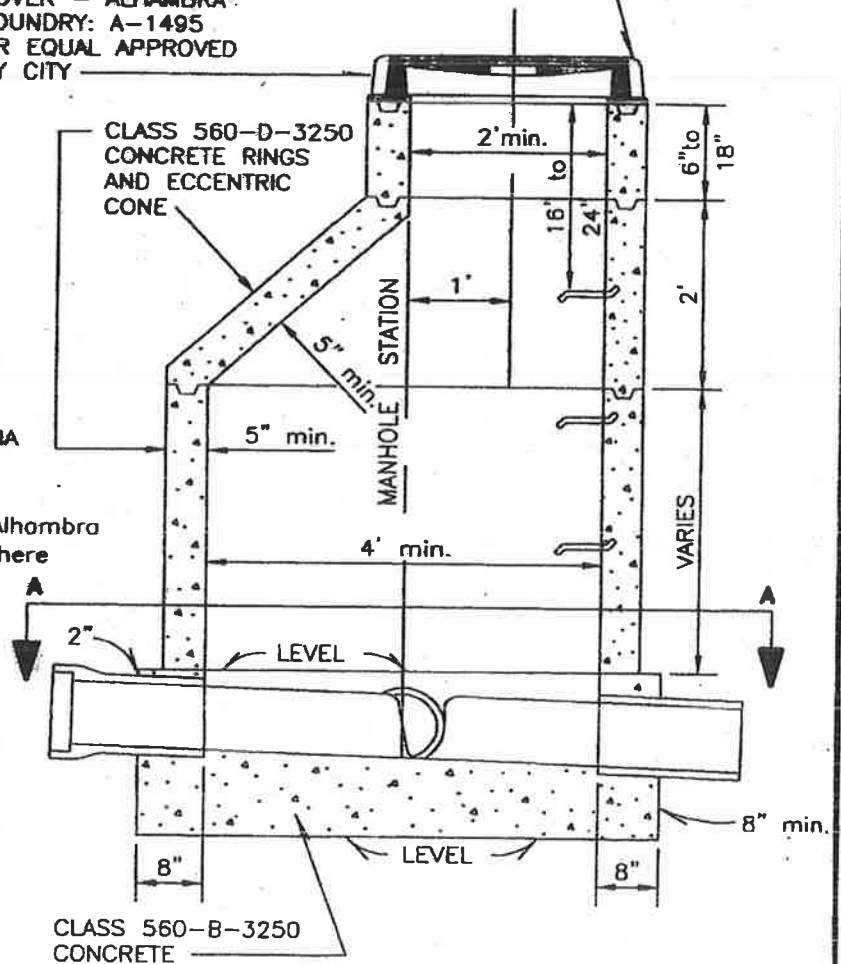
A special designed manhole meeting Cal-OSHA specifications will be required for depths greater than 30'.

The frame and cover shall be 3' diameter (Alhambra Foundry: A1251-6 or City approved equal) where the manhole diameter is greater than 4'.

A 1' minimum shelf shall be maintained.

6. When manhole is in a street to be paved, manhole frame shall be set after adjacent pavement has been placed. Top shall be flush with pavement.
7. First pipe joint shall be no more than 1' from manhole.
8. At the contractor's option, thickness of manhole wall may be 4-1/8" provided Class 560-D-4000 concrete is used.
9. Cover shall have letter S in center.

MANHOLE FRAME AND COVER - ALHAMBRA FOUNDRY: A-1495 OR EQUAL APPROVED BY CITY



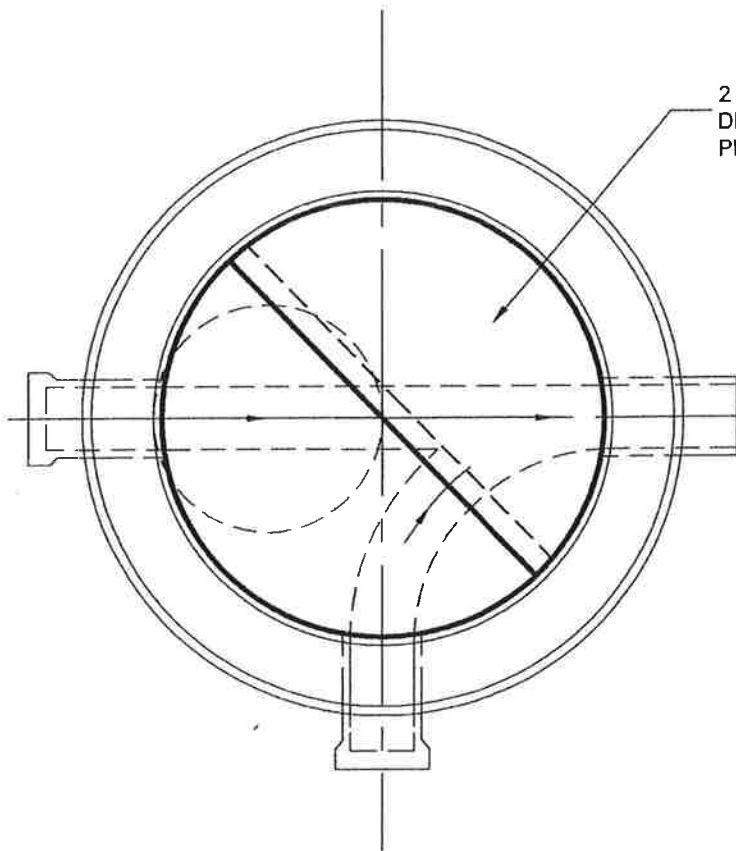
APPROVED *Thom Busc* DATE 12/29/05  
CITY ENGINEER - R.C.E. 36170

**CITY OF RIVERSIDE**  
**PUBLIC WORKS DEPT. - ENGINEERING DIV.**

**PRECAST CONCRETE**  
**SEWER MANHOLE**

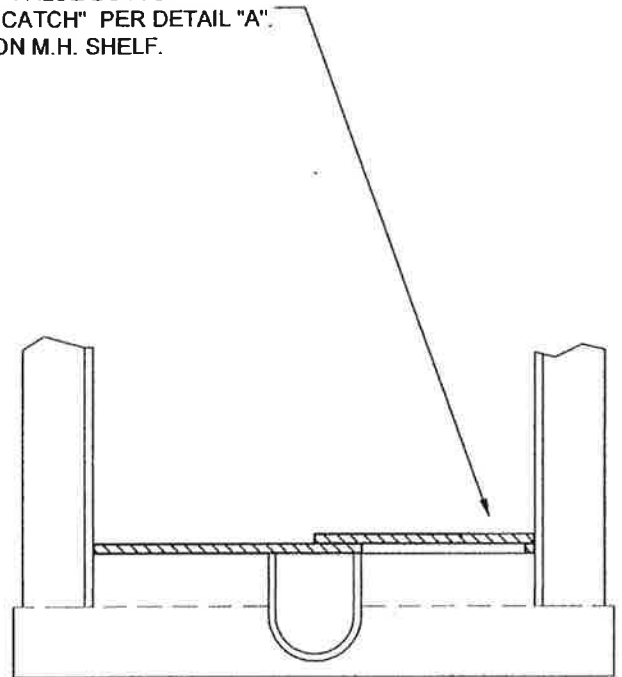
STANDARD DRAWING NO. **500**

MARK	REVISION	APPR.	DATE

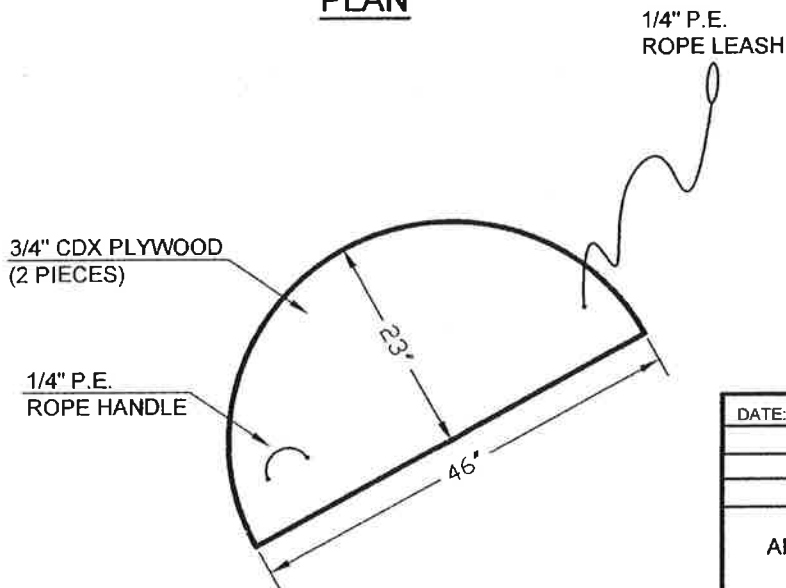


PLAN

2 PIECE "FALSE BOTTOM/  
DEBRIS CATCH" PER DETAIL "A".  
PLACE ON M.H. SHELF.



SECTION



DETAIL "A"

DATE:	REVISION	BY

APPROVED BY \_\_\_\_\_  
GENERAL MANAGER      DATE: \_\_\_\_\_  
*D.S. Wall*      6/5/09  
CHIEF ENGINEER      DATE: \_\_\_\_\_

SCALE: NONE      DRAWN BY: S.R.W.

LAKE HEMET MUNICIPAL WATER DIST.  
WATER IMPROVEMENT  
TEMPORARY FALSE BOTTOM / DEBRIS  
CATCH FOR STANDARD SEWER MANHOLE  
STANDARD NO.11

## CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: DECEMBER 29, 2010

hereafter called "County":

BIDDER: R.J. NOBLE COMPANY

(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of CAMINO DEL SOL GROUP ROAD REHABILITATION PROJECT IN THE MISSION GROVE AREA, PROJECT No. X1106 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. 1, \_\_\_\_\_ for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

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

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



Issued By Addendum No. 1  
Attachment "A"  
Page 1 of 1

**CAMINO DEL SOL GROUP  
ROAD REHABILITATION PROJECT  
IN THE MISSION GROVE AREA  
PROJECT No. X1106**

**PROPOSAL (REVISED)**

**BASE BID**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	7,000.00	7,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	3,000.00	3,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	7,000.00	7,000.00
4	011506	WEDGE PLANE ASPHALT CONCRETE PAVEMENT	LF	29,500	0.84	24,780.00
5	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00
6	170101	DEVELOP WATER SUPPLY	LS	1	2,750.00	2,750.00
7	220101	FINISHING ROADWAY	LS	1	3,500.00	3,500.00
8	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	7,000	72.50	507,500.00
9	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	13,000.00	13,000.00
10	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	2,800	10.50	29,400.00
11	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	500	3.00	1,500.00
12	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	200	0.25	50.00
13	860811	DETECTOR LOOP	EA	3	465.00	1,395.00
14	371504	MINOR CONCRETE (CURB AND GUTTER)	LF	150	20.50	3,075.00
15	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	240	17.30	4,152.00
16	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	500.00	2,000.00

SUB-TOTAL: Six hundred eleven thousand one hundred two dollars and no cents \$ 611,102.00

ITEMS 1-16 "WORDS"

**ALTERNATE 1- CITY OF RIVERSIDE**

17	152440	ADJUST MANHOLE TO GRADE	EA	6	285.00	1,710.00
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SUB-TOTAL: one thousand seven hundred ten dollars and no cents \$ 1,710.00

ITEM 17 "WORDS"

PROJECT TOTAL: Six hundred twelve thousand eight hundred twelve dollars and no cents. \$ 612,812.00

ITEMS 1-17 "WORDS"  
B3

**BIDDER DATA:**

Name of Bidder R.J. NOBLE COMPANY

Type of Organization CORPORATION

Person(s) Authorized to Sign for Bidder MICHAEL J. CARVER, PRESIDENT;  
CRAIG PORTER, VICE PRESIDENT; STEVE MENDOZA, SECRETARY

Address 15505 E. LINCOLN AVE., ORANGE, CA 92865

Phone (714) 637-1550

Contractor's License A-782908 CLASS A  
Type & Number

Expiration Date AUGUST 31, 2012

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

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
17	EBS Utility Adjusting	- 1328 E. 6 <sup>th</sup> St, Corona Ca 92879	932798A
4	PROE	- PO Box 1266 Riverside CA 92502	569352A
10:14	CL Concrete	- 1035 W Gladstone St Azusa CA 91702	488122

Percent of work to be performed by sub-contractors: See next page for total of 7%  
(Note: 50% of the work required to be performed by general contractor)

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

R.J. NOBLE COMPANY  
X   
STEVE MENDOZA, SECRETARY  
"Contractor"

**BIDDER DATA:**

Name of Bidder R.J. NOBLE COMPANY

Type of Organization CORPORATION

Person(s) Authorized to Sign for Bidder MICHAEL J. CARVER, PRESIDENT;  
CRAIG PORTER, VICE PRESIDENT; STEVE MENDOZA, SECRETARY

Address 15505 E. LINCOLN AVE., ORANGE, CA 92865

Phone (714) 637-1550

Contractor's License A-782908 CLASS A  
Type & Number


Expiration Date AUGUST 31, 2012

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

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
9	RCSI - 800 E Walnut Ave, Fullerton CA 92831		484758 C-32
13	Smithson Electric - 1938 E Katella Ave, Orange CA 92867		614518 C-10
11:12	Cal-Stroke - 375 S. G Street, San Bernardino Ca, 92410		685367 A

Percent of work to be performed by sub-contractors: 10 %  
(Note: 50% of the work required to be performed by general contractor)

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

R.J. NOBLE COMPANY  
X   
TITLE STEVE MENDOZA, SECRETARY  
"Contractor"

**AFFIDAVIT FOR INDIVIDUAL CONTRACTORS**

N/A declares as follows:

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

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

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

Signature of affiant: N/A

Note: Notarization of signature required

**AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR**

N/A Declares as follows:

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

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

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

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

Signature of affiant: N/A

Note: Notarization of signature required

**AFFIDAVIT FOR CORPORATE CONTRACTOR**

STEVE MENDOZA declares as follows:

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

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

Dated this 29 (day) of DECEMBER (month),  
2010 (year)  
at 15505 E. LINCOLN AVE., ORANGE, California

Signature of affiant: X   
STEVE MENDOZA, SECRETARY

Note: Notarization of signature required

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 12/29/2010  
Date

before me, JENNIFER DE IONGH, NOTARY PUBLIC  
Here Insert Name and Title of the Officer

personally appeared STEVE MENDOZA  
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

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

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

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

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

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
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# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

### Transportation Department

**ADDENDUM NUMBER 1**  
**Dated December 23, 2010**

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

**Camino Del Sol Group**  
**Pavement Rehabilitation Project**  
in the Mission Grove area

**Project No. X1-106**

**Bids Due: Wednesday, December 29, 2010; 2:00 PM**  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street, Riverside, CA 92501  
(951) 955-6780

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

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

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

### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

**Item 1: Revised Proposal.** Refer to "Proposal" page B3. Proposal (page B3) is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**. The following additional revisions have been made to the Proposal bid schedules:

- a. The following bid item descriptions have been revised:



Addendum No. 1  
Camino Del Sol Group  
Pavement Rehabilitation Project  
Project No. X1-106  
December 23, 2010  
Page 2 of 15

---

- Item 4, "WEDGE PLANE ASPHALT CONCRETE PAVEMENT"
  - Item 8, "RUBBERIZED HOT MIX ASPHALT (GAP GRADED)"
- b. "Estimated Quantities/Units" are revised from the following bid items:
- Item 4, "WEDGE PLANE ASPHALT CONCRETE PAVEMENT"
  - Item 8, "RUBBERIZED HOT MIX ASPHALT (GAP GRADED)"
  - Item 10, "MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)"
- c. The following bid items have been added:
- Item 14, "MINOR CONCRETE (CURB AND GUTTER)"
  - Item 15, "PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")"
  - Item 16, "CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN"
  - Item 17, "ADJUST MANHOLE TO GRADE", previously Item 14

**Item 2:** **Order of Work.** Refer to section entitled "ORDER OF WORK" page 50. The following paragraph is added after the last paragraph on page 50:

"Attention is directed to "CLEARING AND GRUBBING" of these Special Provisions regarding Tree Roots and vegetation. When tree roots are to be trimmed/removed beneath existing pavement, curb and gutter and/or dike, the cost of removal, grading, compaction and replacement to the existing pavement section in-kind will be included in the cost of Clearing and Grubbing."

**Item 3:** **Insurance.** Refer to section entitled "INSURANCE" on page 50. Delete the first paragraph on page 50 and replace with the following:

"In addition to the requirements of Section 18, "Insurance – Hold Harmless" of the contract documents, the Contractor's Certificate of Insurance and endorsements for the project shall name the following listed entities as additional insureds under the Contractor's general liability, excess liability and auto liability insurance policies and each listed entity shall be on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

1. "The City of Riverside, its officers, directors, agents and employees".

Each of the above listed entities shall also be held harmless, in accordance with the requirements of subsection IV, "Hold Harmless of Section 18, "Insurance –

Addendum No. 1  
Camino Del Sol Group  
Pavement Rehabilitation Project  
Project No. X1-106  
December 23, 2010  
Page 3 of 15

---

Hold Harmless" of the contract documents.

Full compensation for compliance with the requirements of this Section shall be considered as included in the various items of work and no additional compensation will be allowed therefore."

**Item 4: Construction Project Funding Identification Sign.**

The following Special Provisions are added and made part hereof:

"The Contractor shall furnish and install **FOUR (4)** Construction Project Funding Identification Signs (4' X 8'); the signs shall be installed at locations to be determined by the Engineer, within or near the project limits, in accordance with the relevant requirements of Section 56-2 of the Standard Specifications and the appropriate details of Standard Plans RS1 through RS4 for two post installation of signs, and as directed by the Engineer.

A reference exhibit displaying the text and colors of the sign will be provided to the Contractor prior to construction. The Contractor shall submit a copy of the final sign design for approval by the resident Engineer prior to fabrication.

The Contractor shall submit to the Engineer the final sign design in the form of an editable picture file in .eps format – Encapsulated PostScript file.

At the completion of the project, the signs will become property of the County. When directed by the Engineer, the Contractor shall remove all hardware from the signs. Posts and hardware shall become the property of the Contractor. The Contractor shall deliver and off-load the signs to the address listed below or as directed by the Engineer:

Traffic Signal Shop  
Riverside County Transportation Department  
McKenzie Highway Operations Center  
2950 Washington Street  
Riverside, California 92504  
Telephone (951) 955-6894

***Method of Payment***

The contract price paid per each for Construction Project Funding Identification Sign shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including sign installation, transportation, maintenance, removal, delivery, excavation and backfill as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor."

Addendum No. 1  
Camino Del Sol Group  
Pavement Rehabilitation Project  
Project No. X1-106  
December 23, 2010  
Page 4 of 15

---

**Item 5:** The following drawing is included as **Attachment "B"**, which is made a part hereof:

- CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN, Exhibit

**Item 6:** **Clearing and Grubbing.** Refer to section entitled "CLEARING AND GRUBBING" pages 54 through 55. The following paragraph is added after the first paragraph:

"When tree roots are to be trimmed/removed beneath existing pavement, curb and gutter and/or dike, the cost of removal, grading, compaction and replacement to the existing pavement section in-kind will be included in the cost of Clearing and Grubbing."

**Item 7:** **Water Pollution Control (Santa Ana River Basin-Risk Level 1).** Refer to section entitled "WATER POLLUTION CONTROL (SANTA ANA RIVER BASIN-RISK LEVEL 1)" pages 56 through 62. Delete the fourth paragraph on page 58 and replace with the following paragraph:

"Within **ten (10)** working days after the award of the contract, the Contractor shall submit two (2) copies of the SWPPP/MP to the Engineer for review and approval. The Contractor shall allow **five (5)** working days for the Engineer to review the SWPPP/MP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP/MP within three (3) working days of receipt of the Engineer's comments and shall allow **five (5)** working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved SWPPP/MP to the Engineer prior to notice to proceed. The Contractor must have an approved SWPPP/MP prior to the notice to proceed. The Engineer may provide a letter of conditional approval of the Contractor's SWPPP/MP while minor revisions are made and may allow the Contractor to begin only those certain construction activities identified in the letter of conditional approval. In no case will the conditional approval extend beyond **twenty-one (21)** calendar days. The Engineer may suspend construction operations until the Contractor submits a revised SWPPP/MP that is reviewed and approved by the Engineer."

**Item 8:** **Cold Plane Asphalt Concrete Pavement.** Refer to section "COLD PLANE ASPHALT CONCRETE PAVEMENT" on pages 62 through 63. The entire provision is deleted and replaced with the following Special Provisions:

**WEDGE PLANE ASPHALT CONCRETE:**

The Contractor shall wedge plane 6 feet adjacent to the concrete curb and gutter to a depth as shown on the plans below the lip of the gutter and a depth of 0.02 foot six feet from the gutter or as directed by the Engineer.

The cold plane machine shall have a cutter head at least 72 inches wide and

Addendum No. 1  
 Camino Del Sol Group  
 Pavement Rehabilitation Project  
 Project No. X1-106  
 December 23, 2010  
 Page 5 of 15

shall be operated so as not to produce fumes or smoke.

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

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

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

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

**Item 9:** **Hot Mix Asphalt.** Refer to section "HOT MIX ASPHALT" on pages 66 through 74. The entire provision is deleted and replaced with the following Special Provisions:

**ASPHALT RUBBER HOT MIX - GAP GRADED (ARHM-GG): (Wet Process):**

ARHM-GG, shall conform to the provisions for Type "A" asphalt concrete in Section 39, "Asphalt Concrete" of the Standard Specifications and these Special Provisions with the exception that ARHM-GG shall be spread at a temperature of not less than 2850 F and not more than 3500 F, measured in the hopper of the paving machine.

Binder for ARHM-GG shall be Type 2 asphalt-rubber binder with an asphalt modifier as specified in these Special Provisions.  
 The grade of asphalt-rubber binder shall be PG 64-16.

The asphalt modifier will be a resinous, high flash point, aromatic hydrocarbon compound and shall conform to the requirements following:

**REQUIREMENTS FOR ASPHALT MODIFIER**

Property	ASTM Test Method	Value
Flash Point, C.L.O.C., *°C (*°F)	D92	207 (405) min
Viscosity, cSt @ 100°C (212°F)	D445	X±3*
Molecular Analysis Asphaltenes, percent by mass	D2007	0.1 max
Aromatics, percent by mass	D2007	55 min

Addendum No. 1  
Camino Del Sol Group  
Pavement Rehabilitation Project  
Project No. X1-106  
December 23, 2010  
Page 6 of 15

---

\*The symbol "X" is the viscosity of the asphalt modifier the Contractor proposes to furnish. The value "X" which the Contractor proposes shall be between the limits of 19 and 36 and shall be submitted in writing to the Engineer. Any proposed change requested by the Contractor in the value "X" shall require a new asphalt-rubber binder design.

The amount of asphalt-rubber binder to be added to the aggregate shall be between 6.7% and 8.7% by dry weight of the aggregate. The exact amount will be determined by the Engineer. The temperature of the aggregate at the time the asphalt-rubber binder is added shall be not more than 3500 F.

Rubber for use in asphalt-rubber binder shall be free of loose fabric, wire and other contaminants except that up to 3% (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce foaming when blended with the hot asphalt.

A sample of the asphalt-rubber binder proposed for use on the project, consisting of four one-quart cans, together with the proposed formulation of the binder shall be furnished to the Engineer at least two weeks before ARHM-GG pavement construction is scheduled to begin.

The method and equipment for combining the rubber and the asphalt shall be so designed and accessible that the Engineer can readily determine the percentage by weight for each material being incorporative into the mixture.

Equipment utilized in the production and proportioning of the asphalt-rubber binder shall include the following:

An asphalt heating tank with hot oil heat transfer to heat the asphalt to the necessary temperature before blending with the granulated rubber. This unit shall be equipped with a thermostatic heat control device.

A mechanical blender for proper proportioning and thorough mixing of the asphalt and rubber. This unit shall have both an asphalt totalizing meter (gallons or liters) and a flow rate meter (gallons per minute or liters per minute).

An asphalt-rubber storage tank equipped with a heating system to maintain the proper temperature of the binder and an internal mixing unit capable of maintaining a homogeneous mixture of asphalt and rubber.

An asphalt-rubber supply system equipped with a pump and metering device capable of adding the binder by volume to the aggregate at the percentage specified or ordered.

The equipment utilized in the manufacture of asphalt rubber binder shall keep the mix in a continuous blend state. The batch method is not acceptable.

The swell, moisture vapor susceptibility, and the stabilometer value requirement in Section 39-2.02, "Aggregate" of the Standard Specifications shall not apply to ARHM-GG.

Before opening a traffic lane to public traffic, when directed by the Engineer, a sand cover shall be spread uniformly over areas where ARHM-GG has been placed.

Addendum No. 1  
 Camino Del Sol Group  
 Pavement Rehabilitation Project  
 Project No. X1-106  
 December 23, 2010  
 Page 7 of 15

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Sand shall be free from clay or organic material and shall be of such size that from 90% to 100% will pass a No. 4 sieve and not more than 5% will pass a No. 200 sieve.

Sand shall be spread at the approximate rate of from one to two pounds per square yard.

Traffic shall not be allowed on the ARHM-GG for at least one hour after final rolling operations have been completed.

Pneumatic tired rollers shall not be used to compact ARHM-GG.

The asphalt-rubber mixture shall not be used as a binder after it has been retained for more than 48 hours.

**Type 2 Asphalt-Rubber Binder:**

Type 2 asphalt-rubber binder shall be a uniform and reacted mixture of compatible paving grade asphalt, extender oil, and reclaimed vulcanized rubber.

Extender oil shall be a resinous, high flash point aromatic hydrocarbon conforming to the following:

Viscosity, SUS @ 100° F (ASTM D 88)	2500 minute
Flash Point, COC, Degree F (ASTM D 92)	405 minute
Molecular Analysis (ASTM D 2007) Asphaltenes, % by weight	0.1 maximum
Aromatics, % by weight	55 minimum

The asphalt and extender oil, when combined shall form a material that is chemically compatible with the rubber.

The rubber used in Type 2 asphalt-rubber binder shall be reclaimed vulcanized rubber and shall contain between 22 percent and 39 percent by weight, natural rubber when tested in accordance with ASTM D 297. The rubber shall conform to the following grading when tested in accordance with ASTM C 136:

Sieve Size	Percentage Passing
No. 8	100
No. 10	98-100
No. 16	45-75
No. 30	2-20
No. 50	0-6
No. 100	0-2

The rubber shall contain no particles longer than 3/16 inch in length.

The extender oil shall be added to the asphalt at a rate between 2 percent and 6 percent by weight of the asphalt, the exact amount shall be determined by the asphalt-rubber supplier. The asphalt shall be at a temperature of not less than 3500 F nor more than 4250 F when the extender oil is added.

Addendum No. 1  
 Camino Del Sol Group  
 Pavement Rehabilitation Project  
 Project No. X1-106  
 December 23, 2010  
 Page 8 of 15

---

The asphalt-extender oil blend and rubber shall be combined and mixed together in the blender unit to produce a homogeneous mixture.

The amount of rubber to be added to the asphalt-extender oil blend shall be 18 percent and 22 percent by weight of the total combined mixture of asphalt, extender oil, and rubber. The exact amount shall be determined by the asphalt-rubber supplier. The asphalt-extender oil blend shall be at a temperature of not less than 3500 F or more than 4250 F when the rubber is added. After the material has reacted for at least 45 minutes, the asphalt-rubber shall be metered into the mixing chamber of the asphalt concrete production plant at the percentage specified or ordered.

The asphalt-rubber mixture shall be reacted for a minimum of 45 minutes from the time the rubber is added to the asphalt-extender oil blend. The temperature of the asphalt-rubber mixture shall be maintained between 3750 F and 4250 F during the reaction period.

The asphalt-rubber mixture shall possess the following physical property after the reaction period:

Viscosity at 4000 F (ASTM D 2196) (Brookfield)	600-2000 cp
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Asphalt-rubber shall consist of the following:

After reacting the PG 64-16, asphalt modifier and rubber, the asphalt-rubber binder shall conform to the following requirements:

<u>Test Parameter</u>	<u>Specification Limits</u>
Field Viscosity, Haake at 375° F in centipoise ASTM D 2669	1500-4000
Penetration, Cone at 77° F in 1/10 MM ASTM D 217	45 ± 25
Resilience 77° F in percent rebound ASTM D 3407	18 Minimum
Field Softening Point in degree F ASTM D 36	145 ± 20

Contractor shall have available a Haake Viscometer conforming to ASTM D 2669.

The asphalt-rubber mixture after reaching the desired consistency shall not be held at temperatures over 3750 F for more than 4 hours.

**General Requirements:**

The aggregate for ARHM-GG shall conform to the following grading and shall meet the quality requirements for "Type A" as specified in Section 39-2.02, "Aggregate" of the

Addendum No. 1  
 Camino Del Sol Group  
 Pavement Rehabilitation Project  
 Project No. X1-106  
 December 23, 2010  
 Page 9 of 15

---

**Standard Specifications.**

For 1/2" maximum size aggregate, use the following grading:

<u>Sieve Size</u>	<u>Limits of Proposed Gradation</u>	<u>Operating Range</u>	<u>Contract Compliance</u>
3/4"		100	100
1/2"		90-100	90-100
3/8"	78-92	X±5	X±7
#4	28-42	X±5	X±7
#8	15-25	X±4	X±5
#30	5-15	X±4	X±5
#200		2-7	0-8

The Los Angeles Rattler requirement in Section 39-2.02, "Aggregate" of the Standard Specifications shall be amended to read "40 percent maximum loss at 500 revolutions".

ARHM-GG shall be spread at a temperature of not less than 285° F and not more than 350° F, measured in the hopper of the paving machine, with ambient temperature of not less than 55° F.

**Measurement:**

The mixture of ARHM-GG will be measured by the ton in the same manner specified for asphalt concrete in Section 39-8.01, "Measurement" of the Standard Specifications.

**Payment:**

The contract price paid per ton for ARHM-GG shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing ARHM-GG complete in place, including header cutting as directed by the Engineer, furnishing and applying asphalt binder, furnishing and spreading sand cover if directed by the Engineer, as shown on the plan, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer

**Item 10:**

**Asphalt Concrete Dike.**

The following Special Provisions are added and made part hereof:

**ASPHALT CONCRETE DIKE**

Asphalt concrete dike shall conform to the provisions in Section 39 of the Standard Specifications and these Special Provisions.

This item will include the placement of the asphalt concrete dike per the plans and as directed by the Engineer.

The pay quantity of asphalt concrete dikes will be paid for at the contract price per ton for asphalt concrete material in addition to the price paid per linear foot for placement of the asphalt concrete dike. Full compensation for any necessary excavation, backfill and preparation of the area shall be considered as included



Addendum No. 1  
Camino Del Sol Group  
Pavement Rehabilitation Project  
Project No. X1-106  
December 23, 2010  
Page 10 of 15

---

in the contract price paid per linear foot for Place Asphalt Concrete Dike and no additional compensation will be allowed therefor.

**Item 11: Adjust Manhole To Grade.** Refer to section entitled "ADJUST MANHOLE TO GRADE" on page 80. Delete the entire special provision and replace with the following:

**ADJUST MANHOLE TO GRADE:**

Existing Manhole covers shall be adjusted to finish grade and new concrete collars poured with materials similar in quality to those in the original structure in accordance with the applicable provisions of Sections 15-2 and 71 of the Standard Specifications, the requirements of the owning utility company and these Special Provisions.

Unless otherwise specified by the owners of the facilities, the Contractor shall provide new manhole covers, grade rings, and frames as necessary for the project. The Contractor shall be responsible to coordinate with the owners to obtain the materials approval.

All work shall comply with the requirements of City of Riverside Standard 500, which is attached and made part hereof, and other standard requirements of the City of Riverside. New grade rings, if required, shall be furnished by the Contractor, and shall be included in the contract unit price for manhole adjustment. In the event that any of the covers are found to be damaged, new covers will be furnished by the City of Riverside upon request.

After the structure frame has been removed, the top of the structure shall be carefully trimmed to provide a suitable foundation for the new material.

Steel plates shall be used as necessary and when directed by the Engineer to prevent asphalt and debris from entering the sewer system.

Additionally, a "False Bottom" shall be fabricated and temporarily placed in the manhole cone as a second barrier to prohibit foreign objects from entering the sewer system. Said "false bottom" shall be made from plywood of suitable thickness (3/4" minimum) or stronger material to prohibit heavy objects from breaking the barrier. "False Bottom" shall be fabricated and installed in accordance with the requirements and standards of the owner. The false bottom shall comply with the attached "Standard No. 11" of the Lake Hemet Municipal Water District, or as otherwise approved by the Engineer.

After completion of the work, the structure covers, frames, grade rings and old concrete collar debris that were removed from the roadbed shall become the property of the Contractor.

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

Addendum No. 1  
Camino Del Sol Group  
Pavement Rehabilitation Project  
Project No. X1-106  
December 23, 2010  
Page 11 of 15

---

**Specifications.**

Coordination and communication shall be maintained between the Contractor and the owning sewer company.

The Contractor shall adjust to final grade all manhole covers owned by the Riverside County Flood Control and Water Conservation District.

If the alternate bid schedule for the adjustment of sewer manhole covers is approved by the sewer system owner, those facilities will be adjusted to grade as provided herein.

If the alternate bid schedule is chosen for award, the Contractor's Certificate of Insurance and endorsements for the project shall name the sewer system owner, its officers, directors, agents and employees as additionally insured under the Contractor's general liability, excess liability, and auto liability insurance policies, and the sewer system owner shall be named on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

If the alternate bid schedule is not chosen for award, the Contractor shall coordinate with the owner of the sewer facilities and provide access and sufficient time for the sewer owner to adjust the facilities. Attention is directed to Section 8-1.10 "Utility and Non-Highway Facilities" of the Standard Specifications.

The adjustment to grade of other manhole covers, such as those owned by phone and electric companies, will be performed by the utility owner.

Water and gas valve covers shall be adjusted by the Contractor as provided elsewhere in these Special Provisions.

The contract unit bid price paid per each for Adjust Manhole to Grade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved including the installation of the concrete ring and no additional compensation will be allowed therefor.

Addendum No. 1  
Camino Del Sol Group  
Pavement Rehabilitation Project  
Project No. X1-106  
December 23, 2010  
Page 12 of 15

---

### **MODIFICATIONS / CLARIFICATIONS TO THE PLANS**

**Item 12:**      **Construction Note 2.** Refer to plans sheet 2 of 2, Construction Note 2. Delete "COLD PLANE EXISTING ASPHALT TO THE DEPTH OF 0.20' " and replace with "**WEDGE PLANE ADJACENT TO ALL CONCRETE IMPROVEMENTS AND ASPHALT DIKE.**"

**Item 13:**      **Construction Note 3.** Refer to plans sheet 2 of 2, Construction Note 3. Delete "OVERLAY WITH 0.30' HMA (TYPE A)" and replace with "**OVERLAY WITH 0.17' ARHM-GG (TYPE A).**"

**Item 14:**      **Construction Note 5.** Refer to plans sheet 2 of 2, Construction Note 5- "REMOVE AND REPLACE SPANDREL PER STD PLAN No. 209":

Callout of 'Construction Note 5' is hereby added to the plans at the following locations:

1. Spandrel located at the intersection of Barton Street and Camino Del Sol
2. Spandrel located at the intersection of Planada Court and Vista Grande Drive
3. Spandrel located at the intersection of Alessandro Boulevard and Gem Lane

**Item 15:**      **Construction Note 6.** Refer to plans sheet 2 of 2, Construction Note 6- "REMOVE AND REPLACE CROSS GUTTER PER STD PLAN No. 209":

Callout of 'Construction Note 6' is hereby added to the plans at the following locations:

1. Cross Gutter located at the intersection of Alexander Street. and Avenida Hacienda
2. Cross Gutter located at the intersection of Alessandro Boulevard and Gem Street

**Item 16:**      **Construction Note 14.** Refer to plans sheet 2 of 2, Construction Notes, the following construction note is hereby added to the plans:

#### **14 - TRIM ROOTS**

Callout of 'Construction Note 14' is hereby added to the plans at the following location:

1. Vista Grande Drive between Alessandro Boulevard and Avenida Hacienda.

Addendum No. 1  
Camino Del Sol Group  
Pavement Rehabilitation Project  
Project No. X1-106  
December 23, 2010  
Page 13 of 15

---

**Item 17:**      **Construction Note 15.** Refer to plans sheet 2 of 2, Construction Notes, the following construction note is hereby added to the plans:

**15 – REMOVE AND REPLACE EXISTING CURB AND GUTTER IN-KIND**

Callout of 'Construction Note 15' is hereby added to the plans at the following location:

1. At 20181 Camino Del Sol, Grande Drive (50 LF).
2. Other locations as directed by the Engineer (100 LF).

**Item 18:**      **Construction Note 16.** Refer to plans sheet 2 of 2, Construction Notes, the following construction note is hereby added to the plans:


**16 – REMOVE AND REPLACE EXISTING AC DIKE IN-KIND**

Callout of 'Construction Note 14' is hereby added to the plans at the following location:

1. Gem Lane from Alessandro Boulevard to Camino Del Oro (240 LF).

Addendum No. 1  
Camino Del Sol Group  
Pavement Rehabilitation Project  
Project No. X1-106  
December 23, 2010  
Page 14 of 15

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

 12/23/10  
\_\_\_\_\_  
Michael O. Mueeting, PE  
Project Manager



Concurrence:

 12/23/10  
\_\_\_\_\_  
Khalid Nasim, PE  
Engineering Division Manager

Acknowledged:  Date: 12-27-2010  
\_\_\_\_\_  
CHRIS PAGE, ASSISTANT SECRETARY  
(Contractor)

MM:JRJ:jrj:rr

Addendum No. 1  
Camino Del Sol Group  
Pavement Rehabilitation Project  
Project No. X1-106  
December 23, 2010  
Page 15 of 15

---

**ATTACHMENTS**

**A – REVISED PROPOSAL**

**B – EXHIBIT: CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN**

**C – REFERENCE DRAWINGS**

- 1. City of Riverside Standard 500**
- 2. Standard No. 11 of the Lake Hemet Municipal Water District**

BID BOND

Recitals:

1. R.J. NOBLE COMPANY "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for CAMINO DEL SOL GROUP ROAD REHABILITATION PROJECT IN THE \*                      in accordance with a Notice Inviting Bids of County dated DECEMBER 29, 2010.
2. TRAVELERS CASUALTY AND SURETY COMPANY OF <sup>AMERICA</sup> a CONNECTICUT corporation, hereafter called "Surety", is the surety of this Bond.

\*MISSION GROVE AREA PROJECT NO. X1106

Agreement:

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

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

Dated: DECEMBER 14, 2010  
TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

R.J. NOBLE COMPANY

By   
Title: Attorney in Fact

By   
Title: MICHAEL J. CARVER, PRESIDENT

MICHAEL D. STONG "Surety"

"Contractor"

STATE OF CALIFORNIA }  
COUNTY OF                      } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

                      
Signature of Notary Public

Notary Public (Seal)

Note: All signatures must be notarized

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE



On 12/16/2010 before me, JENNIFER DE IONGH, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared MICHAEL J. CARVER

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

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



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

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

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



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



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 12/14/10 before me, R. NAPPI "**NOTARY PUBLIC**"  
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

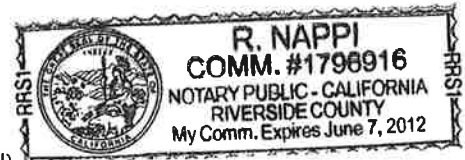
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

R. Nappi  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

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

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

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

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

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 222079

Certificate No. 003677691

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

Michael D. Stong, Rosemary Nappi, and Jeremy Pendergast

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of May, 2010.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 20th day of May, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of December, 2010.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



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

## Company Profile

# TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

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

### Former Names for Company

**Old Name:** AETNA CASUALTY & SURETY COMPANY OF AMERICA

**Effective Date:** 07-01-1997

### Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100  
SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

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### Reference Information

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

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### Lines of Insurance Authorized to Transact

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

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