

Revised Per Addendum #3

PROJECT MGMT OFFICE

2011 APR 25 AM 11:00

CONTRACTOR'S SCHEDULE OF VALUES**PART 1 -- GENERAL**1.01 SCOPESubmit within **48** hours after Bid Submission Deadline.**PART 2 -- PRODUCT**2.01 SCHEDULE OF VALUES

| SECTION | DESCRIPTION | COST |
|--------------------|---|------------|
| General Conditions | General Conditions | 471,711.00 |
| Division 1 | Supervision | 190,000.00 |
| | Overhead & Profit | 346,192.00 |
| | Bonds | 176,657.00 |
| | Insurance | 119,221.00 |
| 02200 | Earthwork | 46,316.00 |
| 02225 | Demolition | 89,814.00 |
| | Haz Mat Abatement | 10,545.00 |
| 02226 | Excavating, Backfilling, and Compacting for Utilities | 0.00 |
| 02230 | Site Clearing | 20,000.00 |
| 02310 | Grading | 42,000.00 |
| 02315 | Excavation | 24,000.00 |
| 02316 | Fill and Backfill | 22,000.00 |
| 02373 | Rip Rap | 12,000.00 |
| 02510 | Water Distribution | 265,000.00 |
| 02511 | Asphalt Concrete Paving | 165,470.00 |
| 02515 | Disinfection of Water Distribution System | 10,000.00 |
| 02540 | Septic Tank System | 108,500.00 |
| 02644 | PVC Non-Pressure Pipe | 106,500.00 |
| 02730 | Sanitary Sewerage System Testing | 2,000.00 |

In Utili
Pricing

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| | | |
|--------------|--|--------------|
| 02810 | Irrigation Systems | 181,000.00 |
| 02831 | Chain-Link Fencing | 14,900.00 |
| 02870 | Site Furnishings (specified in drawings) | 281,089.00 |
| 02930 | Exterior Plants | 200,000.00 |
| 03300 | Cast in place Concrete | 947,856.00 |
| 04820 | Reinforced Unit Masonry Assemblies | 757,947.00 |
| 05120 | Structural Steel | 720,628.00 |
| 05500 | Metal Fabrication | 453,286.00 |
| 05520 | Handrails and Railings | 18,000.00 |
| 05751 | Perforated Metal Panels | 8,000.00 |
| 05810 | Expansion Joint Cover Assemblies | 15,380.00 |
| 06100 | Rough Carpentry | 785,145.00 |
| 06176 | Wood I-Joists | 70,000.00 |
| 06181 | Glued-Laminate Structural Units | 16,855.00 |
| 06200 | Finish Carpentry | 6,800.00 |
| 06410 | Custom Cabinets | 147,670.00 |
| 06420 | Wood Veneer Faced Paneling | 6,000.00 |
| 07130 | Sheet Waterproofing | 31,200.00 |
| 07142 | Hot-Fluid Applied Rubberized Asphalt Waterproofing | 0.00 In 7130 |
| 07210 | Building Insulation | 45,774.00 |
| 07260 | Weather Barriers | 4,000.00 |
| 07410 | Metal Wall Panels | 31,160.00 |
| 07411 | Preformed Metal Roof Panels | 194,740.00 |
| 07460 | Composite Wood Siding | 80,000.00 |
| 07550 | Modified Bituminous Membrane Roofing | 4,000.00 |
| 07620 | Sheet Metal Flashing and Trim | 85,560.00 |
| 07716 | Expansion Assemblies | 0.00 In 5810 |

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| | | | |
|-------|---|------------|--------------------|
| 07840 | Through Penetration Firestop Systems | 0.00 | No Fire Rated Wall |
| 07842 | Fire Resistive Joint Systems | 0.00 | No Fire Rated Wall |
| 07900 | Joint Sealants | 4,800.00 | |
| 08110 | Steel Doors and Frames | 16,000.00 | |
| 08210 | Flush Wood Doors | 11,900.00 | |
| 08305 | Sliding Aluminum-Framed Glass Doors | 26,000.00 | |
| 08310 | Access Doors and Frames | 2,000.00 | |
| 08331 | Overhead Coiling Doors | 14,190.00 | |
| 08410 | Aluminum Framed Entrances and Storefronts | 210,000.00 | |
| 08585 | Security Windows | 12,000.00 | |
| 08710 | Door Hardware | 131,300.00 | |
| 08800 | Glazing | 152,000.00 | |
| 08830 | Mirrors | 2,400.00 | |
| 08911 | Glazed Aluminum Curtain Walls | 196,389.00 | |
| 09111 | Non-Load-Bearing Steel Framing | 8,000.00 | |
| 09220 | Portland Cement Plaster | 179,000.00 | |
| 09250 | Gypsum Board | 103,130.00 | |
| 09251 | 'Antico' Lime Based Plaster | 3,000.00 | |
| 09252 | 'Marmorino' Lime Based Plaster | 3,000.00 | |
| 09253 | 'Veneciano' Lime Based Plaster | 3,000.00 | |
| 09265 | Gypsum Board Shaft-Wall Assemblies | 0.00 | None Required |
| 09310 | Tile | 80,262.00 | |
| 09511 | Acoustical Panel Ceilings | 158,000.00 | |
| 09512 | Linear Metal Ceiling Systems | 165,000.00 | |
| 09513 | Metal Ceiling Panels | 22,000.00 | |
| 09650 | Resilient Rubber Stair Tread | 3,200.00 | |
| 09653 | Resilient Wall Base and Accessories | 9,340.00 | |
| 09654 | Linoleum Floor Coverings | 41,960.00 | |
| 09655 | Rubber Stair Treads | 0.00 | None |

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| | | |
|-------|--------------------------------------|---------------|
| | | |
| 09671 | Resinous Flooring | 11,073.00 |
| 09680 | Carpet | 42,000.00 |
| 09681 | Carpet Tile | 0.00 None |
| 09720 | Presentation Dry Erase Wall Covering | 3,200.00 |
| 09726 | Tackable Wall Covering | 1,250.00 |
| 09911 | Exterior Painting | 18,000.00 |
| 09912 | Interior Painting | 51,000.00 |
| 09960 | Graffiti Resistant Coatings | 12,000.00 |
| 10155 | Toilet Compartments | 10,311.00 |
| 10200 | Wall Louvers | 25,190.00 |
| 10270 | Access Flooring | 43,750.00 |
| 10305 | Manufactured Fireplaces | 4,400.00 |
| 10431 | Signage | 23,700.00 |
| 10522 | Fire Extinguisher Cabinets | 900.00 |
| 10523 | Fire Extinguishers | 980.00 |
| 10560 | Mercantile Specialties | 1,500.00 |
| 10650 | Operable Partitions | 11,157.00 |
| 10671 | Adjustable Storage Shelving | 5,400.00 |
| 10800 | Toilet and Bath Accessories | 21,752.00 |
| 11054 | Library Stack Systems | 23,400.00 |
| 11132 | Projection Screens | 2,500.00 |
| 11400 | Foodservice Equipment | 164,439.00 |
| 11451 | Residential Appliances | 7,500.00 |
| 11516 | Book Depository | 4,500.00 |
| 12494 | Roller Shades | 6,916.00 |
| 13900 | Fire Alarm System | 0.00 In 16720 |

Revised Per Addendum #3

| | | | |
|-------|---|------------|---------------|
| 15010 | Basic Mechanical Requirements | 6,200.00 | |
| 15050 | Basic Mechanical Material and Methods | 5,000.00 | |
| 15060 | Basic Mechanical Material and Methods Hangers and Supports | 35,000.00 | |
| 15071 | Basic Mechanical Material and Methods – Seismic Restraint and Vibration Isolation | 10,000.00 | |
| 15075 | Mechanical Identification | 8,000.00 | |
| 15080 | Basic Mechanical | 3,000.00 | |
| 15080 | Basic Mechanical Materials and Methods – Mechanical Insulation | 10,000.00 | |
| 15110 | Basic Mechanical Materials and Methods – General Duty Valves | 35,000.00 | |
| 15122 | Basic Mechanical Materials and Methods – Meters and Gages | 19,000.00 | |
| 15140 | Domestic Water Piping | 70,000.00 | |
| 15150 | Storm Water, Sanitary Waste, and Vent Piping | 16,000.00 | |
| 15195 | Natural Gas Systems | 15,000.00 | |
| 15410 | Plumbing Fixtures | 220,000.00 | |
| 15440 | Plumbing Pumps | 0.00 | None Required |
| 15480 | Domestic Water Heaters | 10,000.00 | |
| 15761 | Air Coils Ductless Split Systems | 16,550.00 | |
| 15782 | Rooftop Units | 218,460.00 | |
| 15815 | Metal Ducts | 99,300.00 | |
| 15820 | Duct Accessories | 69,510.00 | |
| 15838 | Power and Gravity Ventilators Add MUA's | 39,720.00 | |
| 15845 | Air Terminal Units | 26,480.00 | |
| 15850 | Air Outlets and Inlets | 66,200.00 | |
| 15900 | Building Management and Systems | 105,920.00 | |
| 15950 | Testing, Adjusting, and Balancing | 17,860.00 | |
| 15995 | HVAC Commissioning | 2,000.00 | |
| 16000 | Electrical Specification | 2,000.00 | |
| 16010 | General Requirements, Electrical Work | 4,000.00 | |
| 16055 | Overcurrent Protective Device Coordination | 2,000.00 | |
| 16073 | Hangers and Supports for Electrical Systems | 15,000.00 | |
| 16074 | Vibration and Seismic Controls for Electrical Systems | 2,000.00 | |
| 16075 | Electrical Identification | 1,200.00 | |
| 16120 | Wires and Cables (600 volts and less) | 77,400.00 | |
| 16130 | Raceways, Fittings, and Boxes | 48,000.00 | |

Revised Per Addendum #3

| | | |
|-------|---|---------------|
| 16140 | Wiring Devices | 15,000.00 |
| 16145 | Lighting Control Devices | 4,000.00 |
| 16420 | Enclosed Controllers | 13,000.00 |
| 16425 | Switchboards | 24,000.00 |
| 16430 | Enclosed Switches and Circuit Breakers | 6,500.00 |
| 16450 | Grounding | 8,000.00 |
| 16455 | Underground Electrical Service | 317,300.00 |
| 16470 | Panelboards | 9,000.00 |
| 16480 | Motor Control | 7,000.00 |
| 16491 | Fuses | 400.00 |
| 16500 | Lighting Systems | 414,200.00 |
| 16515 | Lighting Control Systems | 50,000.00 |
| 16671 | Transient Voltage Surge Suppression (Tvss) System | 2,000.00 |
| 16720 | Fire Alarm System | 55,000.00 |
| 16726 | Public Address and Mass Notification Systems | 95,000.00 |
| 16950 | Electrical Power Systems Test | 10,000.00 |
| | Allowance | 75,000.00 |
| | SKATE PARK | 219,195.00 |
| | | |
| | | |
| | | |
| | | |
| | TOTAL | 11,990,000.00 |

*** END OF SECTION ***

Doug Wall Construction, Inc.

CONTRACTORS SCOPE OF WORK

CABAZON CIVIC CENTER - COUNTY OF RIVERSIDE - EDA

Bid and Quantity List

Broadway Street - Rule 20B

Edison

SR#: 1237323/Design #: 203938

| | | | | |
|---------------------------------|------|----|--|---------------------|
| Mobilization | 1 | LS | | \$ 800-00 |
| Trench with Verizon | 1349 | LF | | \$ 11,466-00 |
| Sole Trench | 413 | LF | | \$ 3,510-00 |
| 1" Edison Sand Bedding | 1762 | LF | | \$ 528-00 |
| 12" Edison Sand Shade | 1762 | LF | | \$ 4,582-00 |
| Edison 2.02 Encasement | 1064 | LF | | \$ 18,939-00 |
| 3" Direct Burial Conduit | 94 | LF | | \$ 278-00 |
| 4" Direct Burial Conduit | 825 | LF | | \$ 2,764-00 |
| 5" Direct Burial Conduit | 4782 | LF | | \$ 22,092-00 |
| 4" Pole Riser | 1 | EA | | \$ 65-00 |
| 5" Pole Riser | 2 | EA | | \$ 190-00 |
| 48" x 54" Pad | 1 | EA | | \$ 912-00 |
| 5' x 10.5' x 7' PME | 1 | EA | | \$ 14,100-00 |
| 6' x 12' x 7' Vault with Vents | 1 | EA | | \$ 17,100-00 |
| 3' x 5' x 4' Intercept Pull Box | 2 | EA | | \$ 8,200-00 |
| Rope and Mandrel Conduit | 5701 | LF | | \$ 2,280-00 |
| | | | | |
| Subtotal: | | | | \$107,806-00 |

Verizon (Broadway Street and Carmen Street)

WO#: 568-8P0A0AX

| | | | | |
|---------------------------------------|------|----|--|---------------------|
| Sole Verizon Trench (Street Crossing) | 355 | LF | | \$ 3,017-00 |
| Sole Verizon Trench | 1080 | LF | | \$ 8,640-00 |
| 1" Verizon Sand Bedding | 1435 | LF | | \$ 430-00 |
| 12" Verizon Sand Shade | 2784 | LF | | \$ 7,239-00 |
| 4" Type C Conduit | 5628 | LF | | \$ 18,854-00 |
| 4' x 6.5' x 6.5' Manhole | 1 | EA | | \$ 7,600-00 |
| 3' x 5' x 4' Pull Box | 5 | EA | | \$ 16,500-00 |
| Rope and Mandrel Conduit | 5628 | LF | | \$ 2,251-00 |
| | | | | |
| Subtotal: | | | | \$ 64,531-00 |

Gas (Broadway Street and Carmen Street)

WR#: 1983414 - Gas Co. Install

| | | | | |
|-----------------------------------|-----|----|--|---------------------|
| Trench (Carmen Street) | 760 | LF | | \$ 6,460-00 |
| 1" Gas Sand Bedding | 760 | LF | | \$ 228-00 |
| 12" Gas Sand Shade | 760 | LF | | \$ 1,976-00 |
| Sole Gas Trench (Broadway Street) | 65 | LF | | \$ 552-00 |
| Sole Gas Trench (Street Crossing) | 60 | LF | | \$ 510-00 |
| 1" Gas Sand Bedding | 125 | LF | | \$ 37-00 |
| 12" Gas Sand Shade | 125 | LF | | \$ 325-00 |
| | | | | |
| Subtotal: | | | | \$ 10,088-00 |

Doug Wall Construction, Inc.

CONTRACTORS SCOPE OF WORK

CABAZON CIVIC CENTER - COUNTY OF RIVERSIDE - EDA

Bid and Quantity List

Other

| | | | | |
|------------------------|------|---------|--|----------------------|
| Traffic Control Plan | 1 | LS | | \$ 1,380 -00 |
| Traffic Control | 1 | LS | | \$ 6,300 -00 |
| Wheel Chair Ramp - R&R | 1 | EA | | \$ 3,000 -00 |
| Sidewalk - R&R | 1987 | Sq. Ft. | | \$ 13,000 -00 |
| | | | | \$ - |
| Subtotal: | | | | \$ 23,680 -00 |
| | | | | |
| Total: | | | | \$206,105 -00 |

Doug Wall Construction, Inc.

CONTRACTORS SCOPE OF WORK

CABAZON CIVIC CENTER - COUNTY OF RIVERSIDE - EDA

Bid and Quantity List

On-Site Work Orders

Edison

SR#: 127323/Design#: 253068

14618 Broadway Street

| | | | | |
|--------------------------|----|----|--|--------------------|
| Mobilization | 1 | LS | | \$ 400-00 |
| Trench | 64 | LF | | \$ 512-00 |
| 1" Edison Sand Bedding | 64 | LF | | \$ 19-00 |
| 12" Edison Sand Shade | 64 | LF | | \$ 166-00 |
| 4" Direct Burial Conduit | 64 | LF | | \$ 214-00 |
| 74" x 94" Pad | 1 | EA | | \$ 1,310-00 |
| Rope and Mandrel Conduit | 64 | LF | | \$ 25-00 |
| Subtotal: | | | | \$ 2,646-00 |

Edison

SR#: 1237323/Design#: 203948

50391 & 50425 Carmen Street

| | | | | |
|--------------------------|-----|----|--|---------------------|
| Trench | 495 | LF | | \$ 4,207-00 |
| 1" Edison Sand Bedding | 495 | LF | | \$ 149-00 |
| 12" Edison Sand Shade | 460 | LF | | \$ 1,196-00 |
| Edison 2.02 Encasement | 35 | LF | | \$ 623-00 |
| 4" Direct Burial Conduit | 695 | LF | | \$ 2,328-00 |
| 5" Direct Burial Conduit | 140 | LF | | \$ 647-00 |
| 3' x 5' x 4' Pull Box | 1 | EA | | \$ 3,300-00 |
| 74" x 94" Pad | 1 | EA | | \$ 1,310-00 |
| Rope and Mandrel Conduit | 835 | LF | | \$ 334-00 |
| Subtotal: | | | | \$ 14,094-00 |

Edison

SR#: 1237323/Design#: 253076

50410 Irene Street

| | | | | |
|--------------------------|-----|----|--|--------------------|
| Trench | 115 | LF | | \$ 978-00 |
| 1" Edison Sand Bedding | 115 | LF | | \$ 34-00 |
| 12" Edison Sand Shade | 115 | LF | | \$ 299-00 |
| 4" Direct Burial Conduit | 115 | LF | | \$ 386-00 |
| 74" x 94" Pad | 1 | EA | | \$ 1,310-00 |
| Rope and Mandrel Conduit | 115 | LF | | \$ 46-00 |
| Subtotal: | | | | \$ 3,053-00 |

Verizon (On-Site)

WO#: 568-3P0A0BG

| | | | | |
|--------------------------|-----|----|--|--------------------|
| Trench (Verizon and Gas) | 95 | LF | | \$ 903-00 |
| Sole Verizon Trench | 230 | LF | | \$ 1,955-00 |
| 1" Sand Verizon Bedding | 325 | LF | | \$ 98-00 |
| 12" Verizon Sand Shade | 325 | LF | | \$ 845-00 |
| 4" Type C Conduit | 325 | LF | | \$ 1,089-00 |
| Rope and Mandrel Conduit | 325 | LF | | \$ 130-00 |
| Subtotal: | | | | \$ 5,020-00 |



Doug Wall Construction, Inc.

CONTRACTORS SCOPE OF WORK
CABAZON CIVIC CENTER - COUNTY OF RIVERSIDE - EDA
Bid and Quantity List

Gas (On-Site)

N/A

| | | | | |
|---------------------|-----|----|--|---------------------|
| Sole Gas Trench | 165 | LF | | \$ 990-00 |
| 6" Sand Gas Bedding | 165 | LF | | \$ 165-00 |
| 12" Gas Sand Shade | 260 | LF | | \$ 676-00 |
| | | | | \$ - |
| Subtotal: | | | | \$ 1,831-00 |
| | | | | |
| Total: | | | | \$ 26,644-00 |

Doug Wall Construction, Inc.

CONTRACTORS SCOPE OF WORK
CABAZON CIVIC CENTER - COUNTY OF RIVERSIDE - EDA
Bid and Quantity List

Irene Street

Edison

AI#: 9-4004

| | | | | | |
|----------------------------|-----|----|--|----|----------|
| Mobilization | 1 | LS | | \$ | 400-00 |
| Trench | 100 | LF | | \$ | 850-00 |
| Sole Trench | 90 | LF | | \$ | 785-00 |
| Trench (Street Crossing) | 70 | LF | | \$ | 655-00 |
| 1" Edison Sand Bedding | 260 | LF | | \$ | 78-00 |
| 12" Edison Sand Shade | 260 | LF | | \$ | 676-00 |
| 1.5" Direct Burial Conduit | 125 | LF | | \$ | 296-00 |
| 4" Direct Burial | 135 | LF | | \$ | 453-00 |
| Rope and Mandrel Conduit | 260 | LF | | \$ | 104-00 |
| Subtotal: | | | | \$ | 4,297-00 |

Carmen Street

Edison

AI#: 9-4004

| | | | | | |
|----------------------------|----|----|--|----|----------|
| Sole Trench | 55 | LF | | \$ | 476-00 |
| Trench (Street Crossing) | 44 | LF | | \$ | 418-00 |
| 1" Edison Sand Bedding | 99 | LF | | \$ | 30-00 |
| 12" Edison Sand Shade | 99 | LF | | \$ | 258-00 |
| 1.5" Direct Burial Conduit | 99 | LF | | \$ | 284-00 |
| 1.5" x 36" x 90 Sch. 40 | 1 | EA | | \$ | 35-00 |
| Rope and Mandrel Conduit | 99 | LF | | \$ | 40-00 |
| | | | | | 1,541 00 |
| Subtotal: | | | | \$ | - |

Verizon (Irene Street)

N/A

| | | | | | |
|--------------------------|----|----|--|----|--------|
| 6" Verizon Sand Shade | 48 | LF | | \$ | 48-00 |
| 4" Type C Conduit | 48 | LF | | \$ | 160-00 |
| Rope and Mandrel Conduit | 48 | LF | | \$ | 20-00 |
| | | | | | |
| Subtotal: | | | | \$ | 228-00 |



Cabazon Civic Center – Bid Addendum #4

Date: March 21, 2011

Bid Date: March 24, 2011 – 2PM

Bid Location: Office of the Clerk of the Board of Supervisors
Riverside County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Please indicate receipt of this addendum as required on "Contractor's Proposal." Failure to do so may cause disqualification of your bid.

CONTENTS OF ADDENDUM #4 TO THE CONTRACT DOCUMENTS PREPARED BY HARLEY ELLIS DEVEREAUX, DATED 1/1/2011

The following changes, additions, and deletions shall be made to the following documents; all other conditions shall remain the same:

I. Project Manual, including Specifications

1. Please provide an allowance of \$75,000 for a security and surveillance system for all buildings, and including the site. This will be written in by the general contractor on the Schedule of Values which is due 48 hours after bid.

II. Drawings

III. Responses to Pre-Bid Requests for Information

1. Response to Addendum #3, Pre-Bid RFI 046, to be revised as follows: "On-site sidewalks to be 6" thick, per Keynote 2 on Sheets L-1 and L-2.

IV. Attachments

None

END OF ADDENDUM #4



Cabazon Civic Center – Bid Addendum #5

Date: March 24, 2011

Bid Date: March 24, 2011 – 2PM

Bid Location: Office of the Clerk of the Board of Supervisors
Riverside County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Please indicate receipt of this addendum as required on "Contractor's Proposal." Failure to do so may cause disqualification of your bid.

CONTENTS OF ADDENDUM #5 TO THE CONTRACT DOCUMENTS PREPARED BY HARLEY ELLIS DEVEREAUX, DATED 1/1/2011

The following changes, additions, and deletions shall be made to the following documents; all other conditions shall remain the same:

1. **As a matter of clarification**, no approvals have been given for those substitutions that required pre approval.

END OF ADDENDUM #5

Bond No. 0154666
Premium listed on Performance Bond
Executed in Four Originals

PAYMENT BOND
(Public Work - Civil code Section 3247 et seq.)

The makers of this bond are Doug Wall Construction, Inc., as Principal and Original Contractor, and Berkley Regional Insurance Company, 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 April 19, 2011, between Principal and *, a public entity, as Owner, for \$ **, the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of Cabazon Civic Center.

* Redevelopment Agency for the County of Riverside ** Eleven Million Nine Hundred Ninety Thousand & 00/100 Dollars (\$11,990,000.00)

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

DATED: April 20, 2011

Berkley Regional Insurance Company

Surety

By Stephanie Pham

Stephanie Pham It's Attorney in Fact
(Corporate Seal)

Doug Wall Construction, Inc.

Original Contractor - Principal

By Doug Wall

Title DOUG WALL, PRESIDENT
(If corporation, affix seal)

STATE OF CALIFORNIA)
COUNTY OF See Attached)

SURETYS ACKNOWLEDGMENT

On _____, before me personally appeared _____, known to me to be the person whose name is subscribed to the _____ within _____ instrument as _____ attorney in fact of _____, a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own as its attorney in fact.

Notary Public (Seal)

Approved as to form:

Agency Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 4/20/11 before me, Irene Luong, Notary Public
Date Here Insert Name and Title of the Officer

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



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Pham

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

PREMIUM IS FOR THE CONTRACT TERM AND IS SUBJECT
TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. 0154666
Premium: \$83,462.00
Executed in Four Originals

PERFORMANCE BOND

The makers of this bond, Doug Wall Construction, Inc., as Principal,
and Berkley Regional Insurance Company, as Surety, are held and firmly bound
unto Redevelopment Agency for the County of Riverside, hereinafter called the Owner, in the
sum of \$Eleven Million Nine Hundred Ninety Thousand & 00/100 Dollars (\$11,990,000.00) dollars for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain
contract, hereto attached, with the Owner, dated April 19, 2011, for the construction of
Cabazon Civic Center in
accordance with plans and specifications, dated January 1, 2011.

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions and agreements of said contract during the original term of
said contract and any extension thereof that may be granted by the Owner, with or without
notice to the Surety, and during the life of any guaranty required under the contract, and
shall also well and truly perform and fulfill all the undertakings, covenants, terms,
conditions, and agreements of any and all duly authorized modifications of said contract
that may hereafter be made, then this obligation to be void, otherwise to remain in full force
and virtue. Without notice, Surety consents to extension of time for performance, change
in requirements, and change in compensation or prepayment under said contract.

DATED:

April 20, 2011

PRINCIPAL

Doug Wall Construction, Inc.

Berkley Regional Insurance Company

By 

SURETY

By 

Stephanie Pham It's Attorney in Fact

Title DOUG WALL PRESIDENT

(If corporation, affix seal)

(NOTE: This bond must be executed by both parties, with corporate seals affixed. All signatures
must be acknowledged. Attach acknowledgments.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 4/20/11 before me, Irene Luong, Notary Public
Date Here Insert Name and Title of the Officer

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



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Pham

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 4-21-11

Date

before me, KAREN SUE ISHAM, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared DOUG WAW

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: Karen Sue Isham

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: PERFORMANCE BOND-CABAZON CIVIC CENTER

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Eric Lowey, Mark Richardson or Stephanie Pham of Pinnacle Surety & Insurance Services, Inc. of Costa Mesa, CA*

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Thirty Million and 00/100 Dollars (\$30,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5 day of May, 2009.

Attest:

Berkley Regional Insurance Company

(Seal)

By

By

Ira S. Lederman
 Senior Vice President & Secretary

Robert P. Cole
 Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 5 day of May, 2009, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
 MY COMMISSION EXPIRES JUNE 30, 2012

Eileen Killeen
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of April, 2011.

(Seal)

Steven Coward
 Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Inquiry and Notification Rider

Berkley Surety Group, LLC is the affiliated underwriting manager for all of the surety business of the following affiliated companies: Acadia Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Union Insurance Company and Continental Western Group Insurance Company.

**To verify the authenticity of this bond please call:
(973) 775-5021 or Telefax (973) 775-5024**

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group, LLC
412 Mt. Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

Telefax: **(866) 408-2421**

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted please set forth generally the basis of the claim. In the case of a payment or performance bond please identify the project to which the bond pertains.



BERKLEY SURETY GROUP

Bond No. 0154666
Premium listed on Performance Bond
Executed in Four Originals

PAYMENT BOND

(Public Work - Civil code Section 3247 et seq.)

The makers of this bond are Doug Wall Construction, Inc., as Principal and Original Contractor, and Berkley Regional Insurance Company, 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 April 19, 2011, between Principal and *, a public entity, as Owner, for \$ **, the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of Cabazon Civic Center.

* Redevelopment Agency for the County of Riverside ** Eleven Million Nine Hundred Ninety Thousand & 00/100 Dollars (\$11,990,000.00)

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

DATED: April 20, 2011

Berkley Regional Insurance Company

Surety

By

Stephanie Pham It's Attorney in Fact
(Corporate Seal)

Doug Wall Construction, Inc.

Original Contractor - Principal

By

Title

(If corporation, affix seal)

STATE OF CALIFORNIA

COUNTY OF _____ See Attached

SURETYS ACKNOWLEDGMENT

On _____, before me personally appeared _____, known to me to be the person whose name is subscribed to the _____ within _____ instrument as _____ attorney in fact of _____, a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own as its attorney in fact.

Notary Public

(Seal)

Approved as to form:

Agency Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 4/20/11 before me, Irene Luong, Notary Public
Date Here Insert Name and Title of the Officer

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



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Pham

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

PREMIUM IS FOR THE CONTRACT TERM AND IS SUBJECT
TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. 0154666
Premium: \$83,462.00
Executed in Four Originals

PERFORMANCE BOND

The makers of this bond, Doug Wall Construction, Inc., as Principal,
and Berkley Regional Insurance Company, as Surety, are held and firmly bound
unto Redevelopment Agency for the County of Riverside, hereinafter called the Owner, in the
sum of \$Eleven Million Nine Hundred Ninety Thousand & 00/100 Dollars (\$11,990,000.00) dollars for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain
contract, hereto attached, with the Owner, dated April 19, 2011, for the construction of
Cabazon Civic Center in
accordance with plans and specifications, dated January 1, 2011.

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions and agreements of said contract during the original term of
said contract and any extension thereof that may be granted by the Owner, with or without
notice to the Surety, and during the life of any guaranty required under the contract, and
shall also well and truly perform and fulfill all the undertakings, covenants, terms,
conditions, and agreements of any and all duly authorized modifications of said contract
that may hereafter be made, then this obligation to be void, otherwise to remain in full force
and virtue. Without notice, Surety consents to extension of time for performance, change
in requirements, and change in compensation or prepayment under said contract.

DATED:

April 20, 2011

Berkley Regional Insurance Company

SURETY

By Stephanie Pham

Stephanie Pham It's Attorney in Fact

PRINCIPAL

Doug Wall Construction, Inc.

By [Signature]

Title DOUG WALL, PRESIDENT

(If corporation, affix seal)

(NOTE: This bond must be executed by both parties, with corporate seals affixed. All signatures
must be acknowledged. Attach acknowledgments.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 4/20/11 before me, Irene Luong, Notary Public
Date Here Insert Name and Title of the Officer

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



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Pham

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 4-21-11 before me, KAREN SUE ISHAM, Notary Public

personally appeared DOUG WALL

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: Karen Sue Isham

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: PERFORMANCE BOND - CABAZON CIVIC CENTER

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Eric Lowey, Mark Richardson or Stephanie Pham of Pinnacle Surety & Insurance Services, Inc. of Costa Mesa, CA*

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Thirty Million and 00/100 Dollars (\$30,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5 day of May, 2009.

Attest:

Berkley Regional Insurance Company

(Seal)

By

By

Ira S. Lederman
 Senior Vice President & Secretary

Robert P. Cole
 Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 5 day of May, 2009, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
 MY COMMISSION EXPIRES JUNE 30, 2012

Eileen Killeen
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of April, 2011.

(Seal)

Steven Coward
 Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Inquiry and Notification Rider

Berkley Surety Group, LLC is the affiliated underwriting manager for all of the surety business of the following affiliated companies: Acadia Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Union Insurance Company and Continental Western Group Insurance Company.

**To verify the authenticity of this bond please call:
(973) 775-5021 or Telefax (973) 775-5024**

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group, LLC
412 Mt. Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

Telefax: **(866) 408-2421**

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted please set forth generally the basis of the claim. In the case of a payment or performance bond please identify the project to which the bond pertains.



BERKLEY SURETY GROUP

Bond No. 0154666
Premium listed on Performance Bond
Executed in Four Originals

(Public Work - Civil code Section 3247 et seq.)

The makers of this bond are Doug Wall Construction, Inc., as Principal and Original Contractor, and Berkley Regional Insurance Company, 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 April 19, 2011, between Principal and *, a public entity, as Owner, for \$ **, the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of Cabazon Civic Center.

* Redevelopment Agency for the County of Riverside ** Eleven Million Nine Hundred Ninety Thousand & 00/100 Dollars (\$11,990,000.00)

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

DATED: April 20, 2011

Doug Wall Construction, Inc.

Berkley Regional Insurance Company

Original Contractor - Principal

Surety

By

By

Title

Stephanie Pham It's Attorney in Fact
(Corporate Seal)

(If corporation, affix seal)

STATE OF CALIFORNIA
COUNTY OF _____

See Attached

SURETYS ACKNOWLEDGMENT

On _____, before me personally appeared _____, known to me to be the person whose name is subscribed to the _____ within _____ instrument as _____ attorney in fact of _____, a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own as its attorney in fact.

Notary Public

(Seal)

Approved as to form:

Agency Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 4/20/11 before me, Irene Luong, Notary Public
Date Here Insert Name and Title of the Officer

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



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Pham

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

PREMIUM IS FOR THE CONTRACT TERM AND IS SUBJECT
TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. 0154666
Premium: \$83,462.00
Executed in Four Originals

PERFORMANCE BOND

The makers of this bond, Doug Wall Construction, Inc., as Principal,
and Berkley Regional Insurance Company, as Surety, are held and firmly bound
unto Redevelopment Agency for the County of Riverside, hereinafter called the Owner, in the
sum of \$Eleven Million Nine Hundred Ninety Thousand & 00/100 Dollars (\$11,990,000.00) dollars for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain
contract, hereto attached, with the Owner, dated April 19, 2011, for the construction of
Cabazon Civic Center in
accordance with plans and specifications, dated January 1, 2011.

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions and agreements of said contract during the original term of
said contract and any extension thereof that may be granted by the Owner, with or without
notice to the Surety, and during the life of any guaranty required under the contract, and
shall also well and truly perform and fulfill all the undertakings, covenants, terms,
conditions, and agreements of any and all duly authorized modifications of said contract
that may hereafter be made, then this obligation to be void, otherwise to remain in full force
and virtue. Without notice, Surety consents to extension of time for performance, change
in requirements, and change in compensation or prepayment under said contract.

DATED:

April 20, 2011

PRINCIPAL

Doug Wall Construction, Inc.

Berkley Regional Insurance Company

By 

SURETY

By 

Stephanie Pham It's Attorney in Fact

Title DOUG WALL, PRESIDENT

(If corporation, affix seal)

(NOTE: This bond must be executed by both parties, with corporate seals affixed. All signatures
must be acknowledged. Attach acknowledgments.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 4/20/11 before me, Irene Luong, Notary Public
Date Here Insert Name and Title of the Officer

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



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Pham

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 4-21-11 before me, KAREN SUE ISHAM, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DOUG WALL
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: Karen Sue Isham
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: PERFORMANCE BOND - CABAZON CIVIC CENTER

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Eric Lowey, Mark Richardson or Stephanie Pham of Pinnacle Surety & Insurance Services, Inc. of Costa Mesa, CA*

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Thirty Million and 00/100 Dollars (\$30,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5 day of May, 2009.

Attest:

Berkley Regional Insurance Company

(Seal)

By

By

Ira S. Lederman
 Senior Vice President & Secretary

Robert P. Cole
 Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 5 day of May, 2009, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
 MY COMMISSION EXPIRES JUNE 30, 2012

Eileen Killeen
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of April, 2011.

(Seal)

Steven Coward
 Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Inquiry and Notification Rider

Berkley Surety Group, LLC is the affiliated underwriting manager for all of the surety business of the following affiliated companies: Acadia Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Union Insurance Company and Continental Western Group Insurance Company.

**To verify the authenticity of this bond please call:
(973) 775-5021 or Telefax (973) 775-5024**

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group, LLC
412 Mt. Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

Telefax: **(866) 408-2421**

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted please set forth generally the basis of the claim. In the case of a payment or performance bond please identify the project to which the bond pertains.



BERKLEY SURETY GROUP

Company Profile

BERKLEY REGIONAL INSURANCE COMPANY

11201 DOUGLAS AVENUE
DES MOINES, IA 50322
800-842-8972

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR
LOS ANGELES, CA 90017 JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST
SEVENTH ST LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

| | |
|--------------------------------|---------------------|
| NAIC #: | 29580 |
| NAIC Group #: | <u>0098</u> |
| California Company ID #: | 4515-3 |
| Date authorized in California: | March 31, 1998 |
| License Status: | UNLIMITED-NORMAL |
| Company Type: | Property & Casualty |
| State of Domicile: | DELAWARE |

Lines of Insurance Authorized to Transact

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

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE

MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

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

Want More?

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

[Financial Rating Organizations](#)

Last Revised - June 26, 2009 05:53 PM
Copyright © California Department of Insurance

Bond No. 0154666
Premium listed on Performance Bond
Executed in Four Originals

PAYMENT BOND
(Public Work - Civil code Section 3247 et seq.)

The makers of this bond are Doug Wall Construction, Inc., as Principal and Original Contractor, and Berkley Regional Insurance Company, 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 April 19, 2011, between Principal and *, a public entity, as Owner, for \$ **, the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of Cabazon Civic Center

* Redevelopment Agency for the County of Riverside ** Eleven Million Nine Hundred Ninety Thousand & 00/100 Dollars (\$11,990,000.00)

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

DATED: April 20, 2011

Berkley Regional Insurance Company

Surety

By Stephanie Pham

Stephanie Pham It's Attorney in Fact
(Corporate Seal)

Doug Wall Construction, Inc.

Original Contractor - Principal

By Doug Wall

Title DOUG WALL, PRESIDENT
(If corporation, affix seal)

STATE OF CALIFORNIA)
COUNTY OF See Attached

SURETYS ACKNOWLEDGMENT

On _____, before me personally appeared _____, known to me to be the person whose name is subscribed to the _____ within _____ instrument as _____ attorney in fact of _____, a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own as its attorney in fact.

Notary Public

(Seal)

Approved as to form:

Agency Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 4/20/11 before me, Irene Luong, Notary Public
Date Here Insert Name and Title of the Officer

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



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Pham

- ☐ 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: _____

PREMIUM IS FOR THE CONTRACT TERM AND IS SUBJECT
TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. 0154666
Premium: \$83,462.00
Executed in Four Originals

PERFORMANCE BOND

The makers of this bond, Doug Wall Construction, Inc., as Principal,
and Berkley Regional Insurance Company, as Surety, are held and firmly bound
unto Redevelopment Agency for the County of Riverside, hereinafter called the Owner, in the
sum of \$Eleven Million Nine Hundred Ninety Thousand & 00/100 Dollars (\$11,990,000.00) dollars for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain
contract, hereto attached, with the Owner, dated April 19, 2011, for the construction of
Cabazon Civic Center in
accordance with plans and specifications, dated January 1, 2011

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions and agreements of said contract during the original term of
said contract and any extension thereof that may be granted by the Owner, with or without
notice to the Surety, and during the life of any guaranty required under the contract, and
shall also well and truly perform and fulfill all the undertakings, covenants, terms,
conditions, and agreements of any and all duly authorized modifications of said contract
that may hereafter be made, then this obligation to be void, otherwise to remain in full force
and virtue. Without notice, Surety consents to extension of time for performance, change
in requirements, and change in compensation or prepayment under said contract.

DATED:

April 20, 2011

Berkley Regional Insurance Company

SURETY

By Stephanie Pham

Stephanie Pham It's Attorney in Fact

PRINCIPAL

Doug Wall Construction, Inc.

By [Signature]

Title DOUG WALL, PRESIDENT

(If corporation, affix seal)

(NOTE: This bond must be executed by both parties, with corporate seals affixed. All signatures
must be acknowledged. Attach acknowledgments.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 4/20/11 before me, Irene Luong, Notary Public
Date Here Insert Name and Title of the Officer

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



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Pham

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 4-21-11 before me, KAREN SUE ISHAM, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared DOUG WALL

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: Karen Sue Isham

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: PERFORMANCE BOND-CABAZON CIVIC CENTER

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Eric Lowey, Mark Richardson or Stephanie Pham of Pinnacle Surety & Insurance Services, Inc. of Costa Mesa, CA*

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Thirty Million and 00/100 Dollars (\$30,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5 day of May, 2009.

Attest:

Berkley Regional Insurance Company

(Seal)

By

Ira S. Lederman
 Senior Vice President & Secretary

By

Robert P. Cole
 Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 5 day of May, 2009, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
 MY COMMISSION EXPIRES JUNE 30, 2012

Eileen Killeen
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of April, 2011.

(Seal)

Steven Coward
 Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Inquiry and Notification Rider

Berkley Surety Group, LLC is the affiliated underwriting manager for all of the surety business of the following affiliated companies: Acadia Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Union Insurance Company and Continental Western Group Insurance Company.

**To verify the authenticity of this bond please call:
(973) 775-5021 or Telefax (973) 775-5024**

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group, LLC
412 Mt. Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

Telefax: **(866) 408-2421**

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted please set forth generally the basis of the claim. In the case of a payment or performance bond please identify the project to which the bond pertains.



BERKLEY SURETY GROUP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2011

PRODUCER

Desert Empire Insurance
Services, Inc. LIC # 0F09643
77-564 Country Club Drive
Palm Desert, CA 92211

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.

INSURED

Doug Wall Construction, Inc.
78450 Avenue 41
Bermuda Dunes, CA 92203-1001

INSURERS AFFORDING COVERAGE**NAIC #**INSURER A: **Mt. Hawley Insurance Company****37974**INSURER B: **SeaBright Insurance Company****15563**INSURER C: **General Insurance Co. of America****24732**

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/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------------|-------|--|--|----------------------------------|-----------------------------------|---|---|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Add'l Ins End't <input checked="" type="checkbox"/> Per Project Agg. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | MGL0172975 #CGL216 04/98 #CG2503 03/97 | 01/01/11 | 01/01/12 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG | \$1,000,000 \$50,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000 |
| C | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Add'l Insured <input checked="" type="checkbox"/> Waiver of Sub | 24CC2805311 #CA7110 03/07 #CA7110 03/07 | 06/09/10 | 06/09/11 | COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) | \$1,000,000 \$ \$ \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG | \$ \$ \$ |
| A | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DUK:IBLE RETENTION \$ | MXL0369959 | 01/01/11 | 01/01/12 | EACH OCCURRENCE AGGREGATE | \$4,000,000 \$4,000,000 \$ \$ \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | BB1113674 Waiver of Sub. Yes | 01/01/11 Attached | 01/01/12 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT | \$ \$1,000,000 \$1,000,000 \$1,000,000 |

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

JOB: CABAZON CIVIC CENTER, site bordered by Broadway Street, Carmen Avenue and Irene Street, Cabazon, CA
ADDITIONAL INSURED: COUNTY OF RIVERSIDE, THE AGENCY, THEIR DIRECTOR'S, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER

Redevelopment Agency for the
County of Riverside
4080 Lemon Street
Riverside, CA 92501

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Pat Hernandez

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

To the extent required under contract, this policy will apply as primary insurance to additional insureds scheduled below and other insurance which may be available to such additional insureds will be non-contributory.

Section IV., Condition 4., of this policy is amended accordingly.

SCHEDULE

Name of Person or Organization:

All persons or organizations where required by written contract.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

All Projects

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (Section I)**, and for all medical expenses caused by accidents under **COVERAGE C (Section I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (Section I)**, and for all medical expenses caused by accidents under **COVERAGE C (Section I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or time-tables, the project will still be deemed to be the same construction project.
- E. The provisions of **Limits Of Insurance (Section III)** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations where required by written contract.

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

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

**COMMERCIAL AUTO
CA 71 10 03 07**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO PLUS 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.

EXTENDED CANCELLATION CONDITION

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

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

TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE

Under paragraph C. — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

BLANKET ADDITIONAL INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:
 - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
 - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
 - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
 - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
 - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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- (6) The coverage provided will not exceed the lesser of:
 - (a) The coverage and/or limits of this policy; or
 - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

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.

PERSONAL EFFECTS COVERAGE

- A. SECTION III — PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

EXTRA EXPENSE — BROADENED COVERAGE

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

- 5. We will pay for the expense of returning a stolen covered "auto" to you.

AIRBAG COVERAGE

Under paragraph B. — EXCLUSIONS of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

NEW VEHICLE REPLACEMENT COST

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
 - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
 - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to initiation or set up costs associated with loans or leases.

TWO OR MORE DEDUCTIBLES

Under SECTION III — PHYSICAL DAMAGE COVERAGE, if two or more "company" policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

LOAN/LEASE GAP COVERAGE

Under paragraph C — LIMIT OF INSURANCE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

- 4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or

- b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- (4) Transfer or rollover balances from previous loans or leases.
- (5) Final payment due under a "Balloon Loan".
- (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
- (7) Security deposits not refunded by a lessor.
- (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- (9) Any amount representing taxes.
- (10) Loan or lease termination fees

GLASS REPAIR — WAIVER OF DEDUCTIBLE

Under paragraph D. — DEDUCTIBLE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 2.a. — DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS — of SECTION IV — BUSINESS AUTO CONDITIONS that you must notify us of an

"accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS — B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

HIRED AUTO — LIMITED WORLD WIDE COVERAGE

Under Section IV — Business Conditions, Paragraph B.7.b.e(1) is replaced by the following:

- (1) The "accident" or "loss" results from the use of an "auto" hired for 30 days or less.

RESULTANT MENTAL ANGUISH COVERAGE

SECTION V — DEFINITIONS — C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow.

The most we will pay for loss to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit,

deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

HIRED AUTO PHYSICAL DAMAGE COVERAGE — LOSS OF USE

SECTION III — PHYSICAL DAMAGE A.4.b. Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- E. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on

Rental Reimbursement Coverage Form
CA 99 23.

the manufacturer for the installation of a radio.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above.

However, this does not include tapes, records or discs.
3. If Audio, Visual and Data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. permanently installed in the opening of the dash or console normally used by

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,

return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

SECTION V — DEFINITIONS is amended by adding the following:

- Q. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.
- R. "New vehicle" means any "auto" of which you are the original owner and the "auto" has not been previously titled and is less than 365 days past the purchase date.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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

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

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

Schedule**Person or Organization****Job Description**

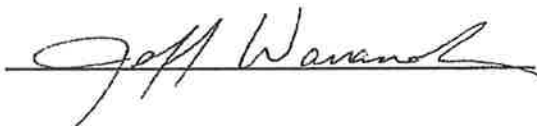
WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

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

| | | | | | |
|-----------------------|-----------------------------|------------|-----------|-----------------------|----------|
| Endorsement Effective | 01/01/11 | Policy No. | BB1113674 | Endorsement No. | 9 |
| Insured | Doug Wall Construction Inc | | | Policy Effective Date | 01/01/11 |
| Insurance Company | SeaBright Insurance Company | | | | |

Countersigned By

**WC 04 03 06**
(Ed. 4-84)

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

The Certificate of Insurance on the reverse side of this form 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.