

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

440



SUBMITTAL DATE:
October 3, 2012

FROM: Economic Development Agency

SUBJECT: Approval of Workforce Innovation Fund Project Independent Evaluation Funding for IMPAQ International, LLC

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve up to \$900,000 in Program Year 2012/16, Workforce Innovation Funds for IMPAQ International, LLC, to provide a multi-year evaluation of the Linking Innovation, Knowledge and Employment (@LIKE) project; and
2. Authorize the Assistant County Executive Officer/EDA, or designee, to negotiate and execute the agreement with IMPAQ International, LLC, and any amendments, provided it is approved as to form by County Counsel.

BACKGROUND: (Commences on page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 195,352	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Federal Funds United States Department of Labor Workforce Innovation Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: November 6, 2012
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 3.11 of 07/17/12

District: All

Agenda Number: 3.26

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: 10/24/12
 SAMUEL WONG
 Departmental Counsel
 DATE: 9/27/12
 ANNIE T. SAHVAR
 FORM APPROVED COUNTY COUNSEL
 BY:

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

BACKGROUND:

On June 14, 2012, the Riverside County Economic Development Agency-Workforce Development Division (EDAWDD) was awarded a Workforce Innovation Fund grant (Fund) by the Employment and Training Administration, United States Department of Labor, to support the Linking, Innovation, Knowledge and Employment (@LIKE) project. One of the overarching goals of the Fund is to better assess the effectiveness of each workforce strategy. As a result, all grants awarded must include an evaluation component.

To fulfill the purpose of contracting with an entity to oversee and implement a comprehensive and rigorous, multi-year evaluation of the @LIKE project, on July 24, 2012, EDAWDD released a Request for Proposal (RFP) soliciting independent evaluation services for the Workforce Innovation Fund @LIKE Project Independent Evaluation. EDAWDD received four proposals, as set forth in Attachment A, attached hereto.

A review panel consisting of EDAWDD partner agencies representing a cross-section of public, non-profit, education and workforce professionals evaluated the proposals based upon the criteria outlined in the RFP as described in Attachment A. The bidder selected demonstrated the most comprehensive response to the RFP. The Riverside County Workforce Investment Board Executive Committee approved the recommended bidder on September 12, 2012, with a reduced funding amount of \$900,000. IMPAQ International, LLC has agreed to the reduced funding amount of up to \$900,000 for performing the independent evaluation services.

IMPAQ International, LLC, will perform the activities as outlined in the Scope of Work and provide deliverables as designated in the agreement timeline. The procurement period is valid October 1, 2012 through October 31, 2016. Should the selected bidder be unable to complete a successful contract negotiation, EDAWDD reserves the right to select the second highest rated bidder. The estimated cost for PY 2012-13 will be \$195,352.

Attachments: Attachment A

Attachment A

Agency	Proposed Cost	Final Proposal Score	Contact	Title	Address
IMPAQ International LLC	\$999,405	90	Avi Benus	Vice President, Operations	10420 Little Patuxent Parkway, Suite 300, Columbia, MD 21044
Public Policy Associates, Inc.	\$829,966	84	Jeffrey Padden D.	President	119 Pere Marquette Dr. Ste. 1C, Lansing, MI 48912
Fourth Economy Consulting LLC	\$738,870	79	Rich Overmoyer	President & CEO	700 River Avenue, Suite 333, Pittsburgh, PA 15212
REACH	\$972,000	62	Michelle Marquez	Sole Proprietor	2840 Hawaiian Petrel Ave., Modesto, CA 95355

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

441



FROM: Economic Development Agency

SUBMITTAL DATE:
October 25, 2012

SUBJECT: Hemet Ryan Airport, Runway and Taxiway Pavement Rehabilitation Project
AIP 03-06-0104-13-2012

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached contract between the County of Riverside and Wheeler Paving Inc., for the Runway and Taxiway Pavement Rehabilitation Project at Hemet Ryan Airport; and
2. Delegate change order authority to the Assistant County Executive Officer/EDA or designee in accordance with Board Policy B-11.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 406,292	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Federal Aviation Administration Airport Improvement Program (AIP) Grant Funds (90%), State Division of Aeronautics Grant Funds (5%) and Airport Match Funds (5%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: November 6, 2012
xc: EDA

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

Prev. Agn. Ref.: N/A

District: 3/3

Agenda Number: **3.27**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: SAMUEL WONG
 Departmental Concurrence
 DATE: 10/26/12
 NEAL R. KIPNIS
 FORM APPROVED COUNTY COUNSEL
 BY:

Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

BACKGROUND:

On July 17, 2012, the Board authorized the Clerk of the Board to advertise the Notice Inviting Bids for the project. The project will rehabilitate the main Runway 5-23 and all Taxiways, and will improve the airports operations by increasing pavement longevity and airport operational safety.

On August 21, 2012, five bids were submitted for the Runway and Taxiway Pavement Rehabilitation Project which consisted of a base bid only.

Following is a summary of the bid award:

<u>Contractor</u>	<u>Base Bid</u>
Wheeler Paving Inc.	\$406,292
All American Asphalt	\$564,212
Pavement Coatings Company	\$576,088

The project documents have been reviewed and approved by the Federal Aviation Administration (FAA) and County Counsel, and are consistent with current guidelines for general Aviation facilities. This project is consistent with the airport's master plan.

Staff recommends that the Board accept the bid of Wheeler Paving Inc., and award the contract in the amount of \$406,292. There will be no impact on the County's general fund. The Federal Aviation Administration has reviewed the foregoing and concurs with staff's recommendations. County Counsel has approved as to form.

CONTRACT AGREEMENT
HEMET-RYAN AIRPORT "RUNWAY 5-23 AND TAXIWAYS A, C, AND D
PAVEMENT REHABILITATION PROJECT
COUNTY OF RIVERSIDE
CONSTRUCTION OF AIRPORT IMPROVEMENTS

THIS AGREEMENT, made and entered into this 14th day of November, 2012, by and between the COUNTY OF RIVERSIDE (the COUNTY), organized and existing under and by virtue of the laws of the State of California, hereinafter designated the OWNER, and

_____ of the City of _____, County of _____, State of California, hereinafter designated the CONTRACTOR.

WITNESSETH:

That the said CONTRACTOR has covenanted and agreed, for and in consideration of the payments made as provided for in the Proposal, Project Specifications, and Contract Documents, to the CONTRACTOR by the said OWNER, and under the penalty expressed in the bond hereto attached, at his proper cost and expense, to do all the work and furnish all materials, tools, labor, and all appliance and appurtenances called for by the Agreement, free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for the construction of: **RUNWAY 5-23 AND TAXIWAYS A, C, AND D PAVEMENT REHABILITATION PROJECT.**

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Plans, Project Specifications, and Contract Documents. The Project Specifications and Contract Documents and Drawings furnished by the CONTRACTOR with his proposal and the additional drawings or prints and other information to be furnished by the CONTRACTOR in accordance with the Project Specifications and Contract Documents are made a part of this Agreement when and as approved by the COUNTY OF RIVERSIDE, are intended to be complementary, and all Project Specifications and Contract Documents, Plans, Drawings, or prints furnished by the CONTRACTOR and approved by the COUNTY OF RIVERSIDE shall be complementary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said Plans, Project Specifications, and Contract Documents, Drawings, or prints the same as though the said work were contained and described in all.

The Notice Inviting Bids, Instruction to Bidders, FAA-Required Provisions, Riverside County Provisions, General, and Special Provisions, Proposal, Bid Bond, Payment Bond, Performance Bond, Certificate of Insurance, CONTRACTOR's Affidavit, Technical Provisions, Appendix, Plans, Addenda Nos. Ø, General Wage Decisions, any change orders issued, and any additional or supplemental specifications, notices, instructions, and drawings issued in accordance with the provisions of the Contract Documents are hereby understood to be a part of this CONTRACT. The Bid Bond is exonerated upon execution of this Agreement, the Payment Bond, Faithful Performance Bond, and the submission of proof of insurance.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the COUNTY OF RIVERSIDE, California, or properly authorized agents, on whose inspection all work shall be accepted or rejected.

The COUNTY shall have full power to reject or condemn all materials furnished or work performed under this CONTRACT which do not conform to the terms and conditions herein expressed.

DBE LETTER OF INTENT

Name of bidder/offeror's firm: Wheeler Paving, Incorporated

Address: 8432 63rd Avenue

City: Riverside State: CA Zip: 92509

Name of DBE firm: Wheeler Paving, Incorporated

Address: 8432 63rd Avenue

City: Riverside State: CA Zip: 92509

Telephone: (951) 685-7283

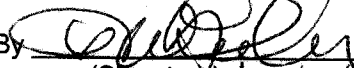
Description of work to be performed by DBE firm:

PAINT & RUBBER REMOVAL, SLURRY SEAL & STRIPING.

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 406,292.00.

AFFIRMATION

The above-named DBE firm affirms that it will perform the portion of the CONTRACT for the estimated dollar value as stated above.

By  President
(Signature) Kimberly Wheeler (Title)

If the bidder/offeror does not receive award of the prime CONTRACT, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor within ten (10) days of request.)

To prevent all disputes and litigation, it is further agreed by and between the COUNTY OF RIVERSIDE, California and said CONTRACTOR, that the Aviation Division of the COUNTY OF RIVERSIDE, Economic Development Agency, shall determine all questions in relation to the work and the construction thereof, and it shall in all cases decide all questions may arise relative to the execution of the work under this CONTRACT on the part of the said CONTRACTOR, and its estimates and decisions, in case any questions may arise, shall be a condition precedent to the right of said CONTRACTOR to receive any money or compensation for anything done or furnished under this CONTRACT.

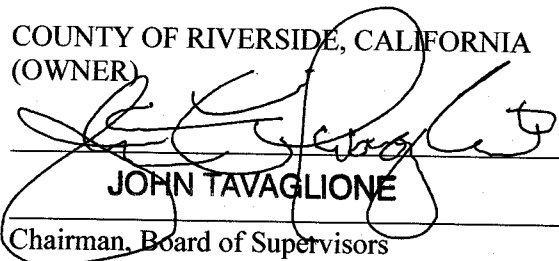
Any violation or breach of the terms of this CONTRACT on the part of CONTRACTOR/ Subcontractor may result in the suspension or termination of this CONTRACT, or such other action which may be necessary to enforce the rights of the parties of this Agreement.

IN WITNESS WHEREOF, five (5) identical counterparts of this CONTRACT, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first herein written.


Contract Price: \$406,292.00

SEAL (ATTEST)

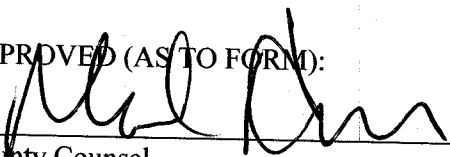
COUNTY OF RIVERSIDE, CALIFORNIA
(OWNER)



JOHN TAVAGLIONE
Chairman, Board of Supervisors

ATTEST
KECIA HARPER-IHEM, Clerk
By  DEPUTY

APPROVED (AS TO FORM):


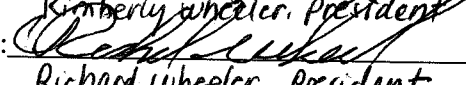


County Counsel

Wheeler Paving, Incorporated

(CONTRACTOR)

WITNESSES:

Title: 
Kimberly Wheeler, President
Title: 
Richard Wheeler, President

(CORPORATE SEAL)

Address: 8432 63rd Avenue

Riverside, CA 92509

Phone: (951) 685-7283

Contractor's License No. 639771

Classification and Expiration Date: A,C-12 4/30/2013

ORIGINAL

THE PREMIUM IS PREDICATED ON THE FINAL CONTRACT PRICE AND IS SUBJECT TO ADJUSTMENT

ISSUED IN TWO ORIGINAL COUNTERPARTS
COUNTERPART NO. 2 OF 2

BOND NO. GSM25850
PREMIUM: INCLUDED IN THE PREMIUM
CHARGED FOR THE PERFORMANCE BOND

PERFORMANCE BOND

RECITALS:

1. Wheeler Paving, Inc. _____, (CONTRACTOR) has entered into an Agreement dated _____ with the COUNTY OF RIVERSIDE (COUNTY) for construction of public work known as HEMET-RYAN AIRPORT PAVEMENT REHABILITATION OF RUNWAY 5-23 AND TAXIWAYS A, C, AND D
2. The Gray Insurance Company _____, a Louisiana corporation (Surety), is the Surety under this Bond.

AGREEMENT:

We, CONTRACTOR, as Principal, and Surety, jointly and severally agree, state, and are bound unto County

1. The amount of the obligation of this Bond is one hundred percent (100%) of the estimated CONTRACT price for the PROJECT of \$ (1) _____ and inures to the benefit of COUNTY. (1) Four Hundred Six Thousand Two Hundred Ninety Two and 00/100 (\$406,292.00)
2. This Bond is exonerated by CONTRACTOR doing all things to be kept and performed by it in strict conformance with the Contract Documents for the PROJECT; otherwise it remains in full force and effect for the recovery of loss, damage, and expense of COUNTY resulting from failure of CONTRACTOR to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to CONTRACTOR, alteration, or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total CONTRACT PRICE cannot be increased by more than twenty-five percent (25%) without approval of Surety.

THIS BOND is executed as of September 7, 2012

By: _____
(Authorized Signature)

Type Name Julia B. Gladding
Its Attorney in Fact

The Gray Insurance Company
Name of Surety

By: _____
Wheeler Paving, Inc.
Title: _____
"Contractor"

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

167848

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Julia B. Gladding and Kenneth A. Coate of Riverside, California jointly or severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this

day of **SEP 07 2012**



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On SEP 07 2012

before me, Stephanie D. Montague, Notary Public
Here Insert Name and Title of the Officer

personally appeared Julia B. Gladding
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 [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

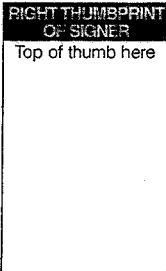
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Julia B. Gladding

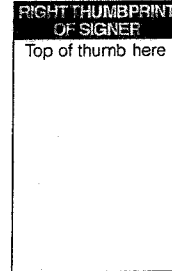
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

ACKNOWLEDGMENT

State of California
County of Riverside)

On September 14, 2012 before me, Lysandra Saldana
(insert name and title of the officer)

personally appeared Kimberly Wheeler
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 Lysandra Saldana (Seal)

ORIGINAL

THE PREMIUM IS PREDICATED ON THE FINAL CONTRACT PRICE AND IS SUBJECT TO ADJUSTMENT

ISSUED IN TWO ORIGINAL COUNTERPARTS
COUNTERPART NO. 2 OF 2

BOND NO. GSM25850
PREMIUM: INCLUDED IN THE PREMIUM
CHARGED FOR THE PERFORMANCE BOND

PAYMENT BOND

(Public Works Civil Code 3247 et seq.)

The makers of this Bond are Wheeler Paving, Inc., as Principal and Original CONTRACTOR, and The Gray 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 _____, between Principal and COUNTY OF RIVERSIDE, a public entity, as OWNER, for \$ (1) _____, the total amount Payable. THE AMOUNT OF THIS BOND IS 100 PERCENT (100%) OF SAID SUM. Said CONTRACT is for public work generally consisting of airport improvements at HEMET-RYAN AIRPORT. (1) Four Hundred Six Thousand Two Hundred Ninety Two and 00/100 (\$406,292.00)

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

Dated: September 7, 2012

Wheeler Paving, Inc.
Original Contractor

The Gray Insurance Company

By: [Signature]

By: [Signature]
Its Attorney in Fact
Julia B. Gladding

Title: [Signature]
(If corporation, affix seal)

STATE OF CALIFORNIA

COUNTY OF _____
ACKNOWLEDGEMENT

)
) ss.
) SURETY'S

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

Notary Public (SEAL)

NOTE: All signatures must be notarized.

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

167849

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Julia B. Gladding and Kenneth A. Coate of Riverside, California jointly or severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this _____ day of **SEP 07 2012**



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

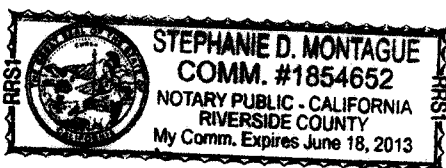
State of California

County of Riverside

On SEP 07 2012 before me, Stephanie D. Montague, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Julia B. Gladding
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Julia B. Gladding

- 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

ACKNOWLEDGMENT

State of California
County of Riverside)

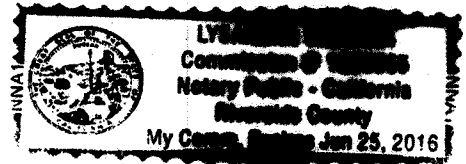
On September 14, 2012 before me, Lysandra Saldana
(insert name and title of the officer)

personally appeared Kimberly Wheeler
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 Lysandra Saldana (Seal)



ORIGINAL

THE PREMIUM IS PREDICATED ON THE FINAL CONTRACT PRICE AND IS SUBJECT TO ADJUSTMENT

ISSUED IN TWO ORIGINAL COUNTERPARTS
COUNTERPART NO. 2 OF 2

BOND NO. GSM25850
PREMIUM: INCLUDED IN THE PREMIUM
CHARGED FOR THE PERFORMANCE BOND

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Wheeler Paving, Inc. of Riverside, as Principal, and The Gray Insurance Company, as Surety, incorporated under the Laws of the State of Louisiana and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto (1), as Oblige in the sum of Four Hundred Six Thousand Two Hundred Ninety Two Only Dollars (\$ 406,292.00), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.
(1) County of Riverside

The Condition of the foregoing obligation is such that, Whereas the above bounden Principal has entered into a contract, dated , 2012, with the Oblige to do and perform the following work, to wit:

HEMET-RYAN AIRPORT – FAA AIP No.:3-06-0104-12

RUNWAY PAVEMENT REHABILITATION OF RUNWAY 5-23 AND TAXIWAYS A, C, AND D PROJECT

All alterations, extensions of time, extra and additional work, and other changes authorized by the Specifications or any part of the Contract may be made without securing the consent of the surety or sureties on the contract bonds. Surety waives any requirement of notice of any such alterations, extensions of time, extra and additional work or any other changes.

NOW, THEREFORE, if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns; or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Signed and Sealed this 7th day of September, 2012.

Wheeler Paving, Inc.

(Principal)

(SEAL)

By: [Signature]

The Gray Insurance Company

(Surety)

By: [Signature]
Julia B. Gladding, Attorney-In-Fact

DIVISION I

Labor and Materials Bond

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

167850

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Julia B. Gladding and Kenneth A. Coate of Riverside, California jointly or severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this

day of **SEP. 07 2012**



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

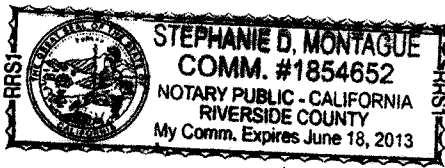
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On SEP 07 2012 before me, Stephanie D. Montague, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Julia B. Gladding
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Title or Type of Document: _____

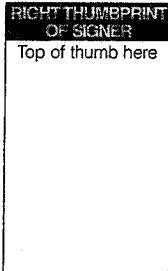
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Julia B. Gladding

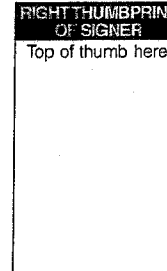
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/06/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Hub International HUB int'l Insurance Serv. Inc. 4371 Latham St, Ste #101 Riverside, CA 92501	CONTACT NAME: Kristie Koehrer	
	PHONE (A.C. No. Ext): 877 825 2681	FAX (A.C. No): 951 231 2572
	E-MAIL ADDRESS: Cal.CPU@hubinternational.com	
INSURED Wheeler Paving, Inc. 8432 63rd Avenue Riverside, CA 92509	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Indemnity Company of	NAIC # 25682
	INSURER B: Everest National Insurance Comp	10120
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR (W/V/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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"/> PD Ded: \$5,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	4T22CO1233R345	08/13/2012	08/13/2013	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	BA1233R34512	08/13/2012	08/13/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB					EACH OCCURRENCE	\$
	EXCESS LIAB					AGGREGATE	\$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	7600008303111	12/11/2011	12/11/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

Re: Hemet-Ryan Airport Pavement Rehabilitation of Runway 5-23 and Taxiways A, C and D AIP/Project No. 3-06 0104-012.

County of Riverside, Mead & Hunt, Inc., their officers, employees and agents are Additional Insured in regards to the General Liability policy per attached endorsement form CG D2 46 08 05, Primary/Non Contributory wording included. Additional Insured in regards to the Auto Liability policy per attached endorsement form CA T4 20 07 06.

CERTIFICATE HOLDER County of Riverside Economic Development Agency Aviation Division 3403 10th Street, Suite 500 Riverside, CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE 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.

A. PERSONAL EFFECTS COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Personal Effects Coverage

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

- (1) owned by an "insured"; and
- (2) in or on your covered "auto";

in the event of a total theft "loss" of your covered "auto".

No deductibles apply to Personal Effects Coverage.

B. AUTO LOAN LEASE GAP COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and
- (2) Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

C. COVERAGE EXTENSION – AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT NOT DESIGNED SOLELY FOR THE PRODUCTION OF SOUND

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, exception paragraph a. to exclusions 4.c & 4.d is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except tapes, records or discs, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or 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"; or

D. WAIVER OF DEDUCTIBLE – GLASS

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

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

E. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Hired Auto Physical Damage Coverage Extension

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the

COMMERCIAL AUTO

Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

F. BLANKET WAIVER OF SUBROGATION

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

G. BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE, part A. 1. Who Is An Insured, paragraph c. is amended by adding the following:

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

H. EMPLOYEE HIRED AUTOS

SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

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

I. COVERAGE EXTENSION – TRAILERS

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos, paragraph 1. is deleted and replaced by the following:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.