

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

336A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
February 13, 2014

**SUBJECT:** Avenida Florencita Sidewalk Construction Project in the Southeast Desert Hot Springs Community, 5th/4th District [\$151,024] 100% Local Funds

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

1. Accept the low bid of Golden Valley Construction of Palm Springs, CA in the amount of \$151,024; and
2. Award the contract to Golden Valley Construction and authorize the Chairman of the Board to execute the contract documents; and
3. Approve the project's proposed budget as shown on Attachment "A."

Departmental Concurrence

JCP:jjr:rr

**Patricia Romo**  
Assistant Director of Transportation

*Patricia Romo*  
\_\_\_\_\_  
**Juan C. Perez**  
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 151,024	\$ 0.00	\$ 151,024	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> SB 821 [Local Transportation Funds] (46.0%) and Measure A/Coachella Valley (54.0%). There are no General Funds used in this project.				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 13/14	

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

APPROVE

BY: *Tina Grande*  
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: February 11, 2014  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By: *Rama Patel*  
Deputy

Prev. Agn. Ref.: 11/05/13, Item 3-58

District: 5/4

Agenda Number:

3-52

FORM APPROVED COUNTY COUNSEL  
BY: *Patricia Romo*  
DATE: 1/28/14

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Avenida Florencita Sidewalk Construction Project in the Southeast Desert Hot Springs Community, 5<sup>th</sup>/4<sup>th</sup> District. [\$151,024]; 100% Local Funds**

**DATE:** February 13, 2014

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

By Minute Order dated November 05, 2013 (Agenda Item 3-58), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Avenida Florencita Sidewalk Project, between Camino Aventura and Camino Campanero, in the community of Southeast Desert Hot Springs.

Eight bids were received on December 04, 2013, ranging from \$151,024 to \$242,000. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive bid was submitted by Golden Valley Construction of Palm Springs, CA in the amount of \$151,024, which is \$17,067 (10%) less than the Engineer's Estimate.

The construction duration set for this project is two months, and construction is anticipated to be completed by early summer 2014.

The contractor is qualified to perform the work as outlined in the bid, has executed the Contract, and has provided bonds and insurance documents, which meet the requirements of the Contract.

Project No. C3-0050

**Impact on Residents and Businesses**

Avenida Florencita provides a significant link between Bubbling Wells Elementary School and the westerly residential area. Avenida Florencita currently does not have any sidewalk. This project proposes to construct approximately 2,500 linear feet of sidewalk on the east side of Avenida Florencita to provide a safer pedestrian path. New access ramps that meet the current Americans with Disabilities Act (ADA) requirements will be added.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The Contract is recommended to be awarded to Golden Valley Construction for the total amount of \$151,024.

The Avenida Florencita sidewalk improvements are partially funded with SB 821 Program funds through the State Local Transportation Fund made available for use on bicycle and pedestrian facilities, for which the County successfully competed. The remainder will be funded by Measure A/Coachella Valley funds.

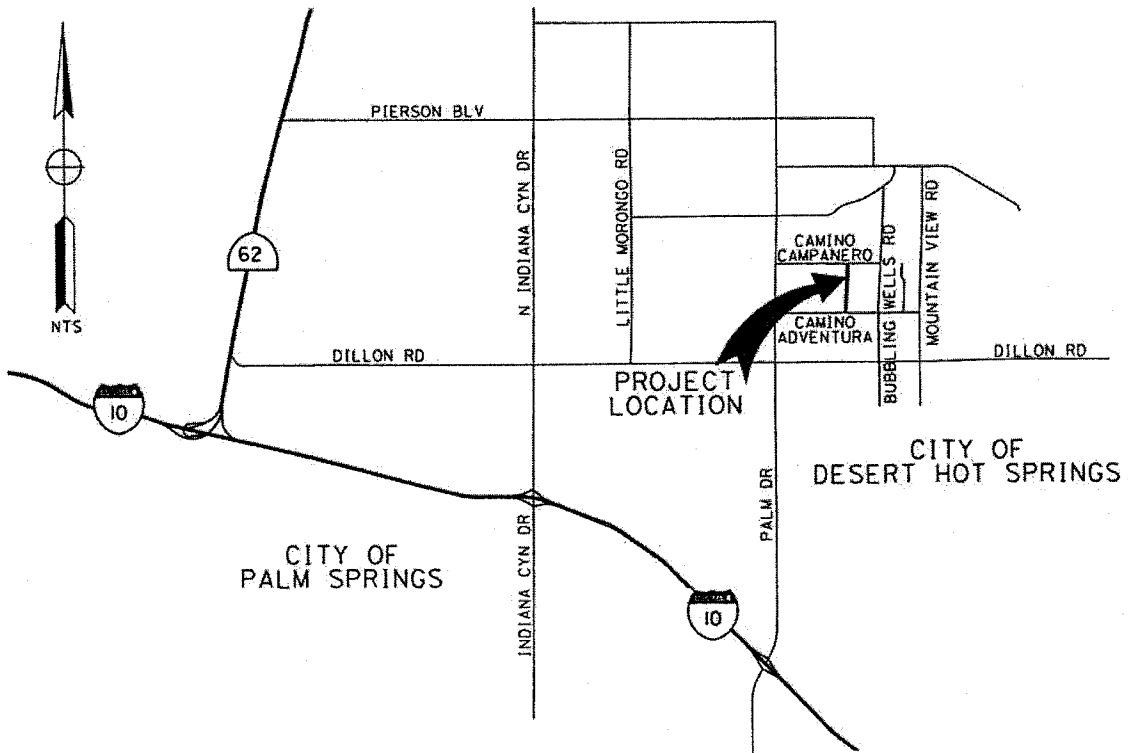
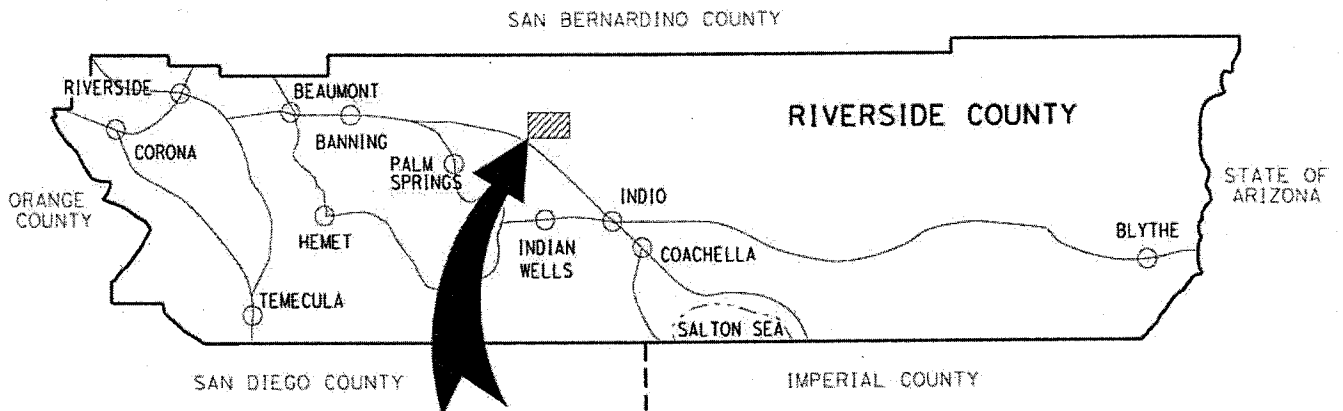
**Contract History and Price Reasonableness**

N/A

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

**Avenida Florencita  
Sidewalk Project  
Between Camino Aventura and Camino Campanero  
Project No. C3-0050**

**In the Southeast Desert Hot Springs Community**



**VICINITY MAP**

TOWNSHIP 3S RANGE 5E SECTION 5  
COUNTY ROAD BOOK PAGE No. 171

# Attachment "A"

Riverside County Transportation Department

Project: **Avenida Florencita Sidewalk Project**

Project No.(s): **C3-0050**

### Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	674	326	1,000	7,000	1,000
Environmental	1,807	193	2,000	1,000	2,000
Design	83,376	624	84,000	42,000	84,000
Right-of-way					
Utilities					
Construction	12,528	151,024	163,552	197,000	180,000
Construction Contingency 10%		16,355	16,355		
Construction Engineering & Inspection 20.0%	6,431	26,280	32,710	44,000	33,000
Construction Survey 5.0%		8,178	8,178	16,000	8,000
<b>Totals:</b>	<b>104,817</b>	<b>202,978</b>	<b>307,795</b>	<b>307,000</b>	<b>308,000</b>

### Project Funding

Code	Name	Existing Budget	Proposed Budget
240	SB 821 (Local Transportation Funds)	153,000	144,000
301	Measure A/Coachella Valley	154,000	164,000
<b>Totals</b>		<b>307,000</b>	<b>308,000</b>

### Comments

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Golden Valley Construction
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Minority

Status:  M  W  DV  None

Vendor/Lessor Location:	Palm Springs, CA
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Local Preference Applied:  Yes  No  N/A

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

Local Preference FYTD: Cost \$ # of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$151,023.50 to \$ 242,000.00  
 Local Bid Range: N/A  
 Responsive and Responsible Bid Range: \$151,023.50 to \$ 242,000.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

**NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT**

**Riverside County Transportation Department**  
**Summary of Bids**

**PROJECT: Avenida Florencita Sidewalk Project**  
**Between Camino Aventura and Camino Campanero**  
**In the Southeast Desert Hot Springs Community**

Advised: November 5, 2013 (Agenda Item: 3.58)  
 Addenda: None  
 Bids Open: 2 pm Date: Wednesday, December 4, 2013

PROJECT No. C3-0050

Base Bid		COUNTY'S ESTIMATE				Golden Valley Construction Palm Springs, CA 92262		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00	5,000.00	5,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,000.00	2,000.00	2,500.00	2,500.00
3	170101	DEVELOP WATER SUPPLY	LS	1	1,500.00	1,500.00	5,000.00	5,000.00
4	066102	DUST ABATEMENT	LS	1	8,000.00	8,000.00	5,000.00	5,000.00
5	160101	CLEARING AND GRUBBING	LS	1	2,000.00	2,000.00	3,000.00	3,000.00
6	152380	RELOCATE CHAIN LINK FENCE	LF	160	45.00	7,200.00	35.00	5,600.00
7	000003	RELOCATE EXISTING ROLLING FENCE AND GATE	EA	2	500.00	1,000.00	250.00	500.00
8	000003	REMOVE AND REPLACE MAILBOX NEW	EA	21	250.00	5,250.00	250.00	5,250.00
9	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	40	50.00	2,000.00	25.00	1,000.00
10	000003	MINOR CONCRETE (CURB TRANSITION) (CRS 211)	LF	50	45.00	2,250.00	25.00	1,250.00
11	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	2	2,500.00	5,000.00	1,500.00	3,000.00
12	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS CASE C]	EA	1	2,500.00	2,500.00	1,800.00	1,800.00
13	000003	CONSTRUCT PEDESTRIAN RAMP WITH HANDRAIL	EA	1	3,500.00	3,500.00	4,500.00	4,500.00
14	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	425	10.00	4,250.00	8.50	3,612.50
15	731521	MINOR CONCRETE (SIDEWALK)	SQFT	13,890	6.00	83,340.00	4.90	68,061.00
16	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	3,100	7.00	21,700.00	5.25	16,275.00
17	160120	REMOVE TREE	EA	7	150.00	1,050.00	700.00	4,900.00
18	160101	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	75.00	300.00	100.00	400.00
19	566011	ROADSIDE SIGN - ONE POST	EA	5	250.00	1,250.00	275.00	1,375.00
20	000003	MISCELLANEOUS DIRECTED WORK	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
21	019901	DE-MOBILIZATION	LS	1	8,000.00	8,000.00	8,000.00	8,000.00
<b>PROJECT TOTAL</b>						<b>168,090.00</b>		<b>151,023.50</b>
<b>ITEMS 1 - 21</b>								

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Avenida Florencita Sidewalk Project  
Between Camino Aventura and Camino Campanero  
In the Southeast Desert Hot Springs Community**

Advertised: November 5, 2013 (Agenda Item: 3.58)

Addenda: None

Bids Open: 2 pm Date: Wednesday, December 4, 2013

PROJECT No. C3-0050

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					ABNY General Engineering, Inc. Glendora, CA 91741	BID ESTIMATE	C.S. Legacy Construction, Inc. Chino, CA 91710	BID ESTIMATE
1	074020	WATER POLLUTION CONTROL	LS	1	400.00	400.00	5,500.00	5,500.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	1,500.00	1,500.00	5,000.00	5,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	2,700.00	2,700.00	4,000.00	4,000.00
4	066102	DUST ABATEMENT	LS	1	2,500.00	2,500.00	8,000.00	8,000.00
5	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	6,456.00	6,456.00
6	152380	RELOCATE CHAIN LINK FENCE	LF	160	50.00	8,000.00	10.00	1,600.00
7	000003	RELOCATE EXISTING ROLLING FENCE AND GATE	EA	2	1,100.00	2,200.00	330.00	660.00
8	000003	REMOVE AND REPLACE MAILBOX NEW	EA	21	75.00	1,575.00	161.00	3,381.00
9	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	40	30.00	1,200.00	27.00	1,080.00
10	000003	MINOR CONCRETE (CURB TRANSITION) (CRS 211)	LF	50	32.00	1,600.00	26.56	1,328.00
11	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	2	2,800.00	5,600.00	1,688.00	3,376.00
12	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS CASE C]	EA	1	2,800.00	2,800.00	1,768.00	1,768.00
13	000003	CONSTRUCT PEDESTRIAN RAMP WITH HANDRAIL	EA	1	2,000.00	2,000.00	9,151.00	9,151.00
14	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	425	12.00	5,100.00	12.00	5,100.00
15	731521	MINOR CONCRETE (SIDEWALK)	SQFT	13,890	5.70	79,173.00	5.00	69,450.00
16	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	3,100	8.00	24,800.00	8.13	25,203.00
17	160120	REMOVE TREE	EA	7	650.00	4,550.00	182.00	1,274.00
18	160101	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	80.00	320.00	165.00	660.00
19	566011	ROADSIDE SIGN - ONE POST	EA	5	600.00	3,000.00	256.00	1,280.00
20	000003	MISCELLANEOUS DIRECTED WORK	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
21	019901	DE-MOBILIZATION	LS	1	8,000.00	8,000.00	8,000.00	8,000.00
<b>PROJECT TOTAL</b>						<b>163,018.00</b>		<b>167,267.00</b>
<b>ITEMS 1 - 21</b>								

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Avenida Florencita Sidewalk Project  
Between Camino Aventura and Camino Campanero  
In the Southeast Desert Hot Springs Community**

Advertised: November 5, 2013 (Agenda Item: 3.58)

Addenda: None

Bids Open: 2 pm Date: Wednesday, December 4, 2013

PROJECT No. C3-0050

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	074020	WATER POLLUTION CONTROL	LS	1	3,280.00	3,280.00	15,000.00	15,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,420.00	3,420.00	4,500.00	4,500.00
3	170101	DEVELOP WATER SUPPLY	LS	1	3,750.00	3,750.00	20,000.00	20,000.00
4	066102	DUST ABATEMENT	LS	1	8,200.00	8,200.00	16,000.00	16,000.00
5	160101	CLEARING AND GRUBBING	LS	1	1,800.00	1,800.00	10,000.00	10,000.00
6	152380	RELOCATE CHAIN LINK FENCE	LF	160	46.00	7,360.00	42.00	6,720.00
7	000003	RELOCATE EXISTING ROLLING FENCE AND GATE	EA	2	900.00	1,800.00	1,500.00	3,000.00
8	000003	REMOVE AND REPLACE MAILBOX NEW	EA	21	435.00	9,135.00	500.00	10,500.00
9	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	40	27.00	1,080.00	66.00	2,640.00
10	000003	MINOR CONCRETE (CURB TRANSITION) (CRS 211)	LF	50	27.00	1,350.00	66.00	3,300.00
11	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	2	2,500.00	5,000.00	3,450.00	6,900.00
12	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS CASE C]	EA	1	2,500.00	2,500.00	3,250.00	3,250.00
13	000003	CONSTRUCT PEDESTRIAN RAMP WITH HANDRAIL	EA	1	12,500.00	12,500.00	10,000.00	10,000.00
14	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	425	9.00	3,825.00	14.50	6,162.50
15	731521	MINOR CONCRETE (SIDEWALK)	SQFT	13,890	4.35	60,421.50	3.05	42,364.50
16	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	3,100	8.50	26,350.00	5.00	15,500.00
17	160120	REMOVE TREE	EA	7	400.00	2,800.00	900.00	6,300.00
18	160101	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	100.00	400.00	75.00	300.00
19	566011	ROADSIDE SIGN - ONE POST	EA	5	600.00	3,000.00	455.00	2,275.00
20	000003	MISCELLANEOUS DIRECTED WORK	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
21	019901	DE-MOBILIZATION	LS	1	8,000.00	8,000.00	8,000.00	8,000.00
<b>PROJECT TOTAL ITEMS 1 - 21</b>						<b>170,971.50</b>		<b>197,712.00</b>



**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Avenida Florencita Sidewalk Project  
Between Camino Aventura and Camino Campanero  
In the Southeast Desert Hot Springs Community**

Advised: November 5, 2013 (Agenda Item: 3.58)

Addenda: None

Bids Open: 2 pm Date: Wednesday, December 4, 2013

PROJECT No. C3-0050

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	6		7	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	074020	WATER POLLUTION CONTROL	LS	1	5,000.00	5,000.00	4,000.00	4,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	6,000.00	6,000.00	5,000.00	5,000.00
4	066102	DUST ABATEMENT	LS	1	51,428.00	51,428.00	10,000.00	10,000.00
5	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	5,000.00	5,000.00
6	152380	RELOCATE CHAIN LINK FENCE	LF	160	15.00	2,400.00	100.00	16,000.00
7	000003	RELOCATE EXISTING ROLLING FENCE AND GATE	EA	2	500.00	1,000.00	1,000.00	2,000.00
8	000003	REMOVE AND REPLACE MAILBOX NEW	EA	21	400.00	8,400.00	500.00	10,500.00
9	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	40	50.00	2,000.00	35.00	1,400.00
10	000003	MINOR CONCRETE (CURB TRANSITION) (CRS 211)	LF	50	60.00	3,000.00	30.00	1,500.00
11	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	2	1,200.00	2,400.00	2,500.00	5,000.00
12	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS CASE C]	EA	1	2,000.00	2,000.00	2,500.00	2,500.00
13	000003	CONSTRUCT PEDESTRIAN RAMP WITH HANDRAIL	EA	1	7,000.00	7,000.00	5,000.00	5,000.00
14	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	425	15.00	6,375.00	18.00	7,650.00
15	731521	MINOR CONCRETE (SIDEWALK)	SQFT	13,890	4.50	62,505.00	6.00	83,340.00
16	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	3,100	8.00	24,800.00	7.00	21,700.00
17	160120	REMOVE TREE	EA	7	500.00	3,500.00	1,500.00	10,500.00
18	160101	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	200.00	800.00	400.00	1,600.00
19	566011	ROADSIDE SIGN - ONE POST	EA	5	120.00	600.00	800.00	4,000.00
20	000003	MISCELLANEOUS DIRECTED WORK	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
21	019801	DE-MOBILIZATION	LS	1	8,000.00	8,000.00	8,000.00	8,000.00
<b>PROJECT TOTAL</b>						<b>208,208.00</b>		<b>214,690.00</b>
<b>ITEMS 1 - 21</b>								

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Avenida Florencia Sidewalk Project  
Between Camino Aventura and Camino Campanero  
In the Southeast Desert Hot Springs Community**

Advertised: November 5, 2013 (Agenda Item: 3.58)

Addenda: None

Bids Open: 2 pm Date: Wednesday, December 4, 2013

PROJECT No. C3-0050

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,122.50	2,122.50
3	170101	DEVELOP WATER SUPPLY	LS	1	15,400.00	15,400.00
4	066102	DUST ABATEMENT	LS	1	36,000.00	36,000.00
5	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00
6	152380	RELOCATE CHAIN LINK FENCE	LF	160	50.00	8,000.00
7	000003	RELOCATE EXISTING ROLLING FENCE AND GATE	EA	2	1,000.00	2,000.00
8	000003	REMOVE AND REPLACE MAILBOX NEW	EA	21	500.00	10,500.00
9	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	40	80.00	3,200.00
10	000003	MINOR CONCRETE (CURB TRANSITION) (CRS 211)	LF	50	80.00	4,000.00
11	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	2	3,500.00	7,000.00
12	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS CASE C]	EA	1	3,500.00	3,500.00
13	000003	CONSTRUCT PEDESTRIAN RAMP WITH HANDRAIL	EA	1	6,000.00	6,000.00
14	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	425	11.50	4,887.50
15	731521	MINOR CONCRETE (SIDEWALK)	SQFT	13,890	6.00	83,340.00
16	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	3,100	7.50	23,250.00
17	160120	REMOVE TREE	EA	7	2,000.00	14,000.00
18	160101	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	200.00	800.00
19	566011	ROADSIDE SIGN - ONE POST	EA	5	600.00	3,000.00
20	000003	MISCELLANEOUS DIRECTED WORK	FA	1	5,000.00	5,000.00
21	019901	DE-MOBILIZATION	LS	1	8,000.00	8,000.00
<b>PROJECT TOTAL ITEMS 1 - 21</b>						<b>242,000.00</b>

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Paul Jacobs

**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** Temecula **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** 2/11/14 **Agenda #** 3-52

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

**Contract**

THIS CONTRACT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **Golden Valley Construction**, hereafter called "Contractor".

WITNESSETH

**Recitals:**

Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Avenida Florencita Sidewalk Project, Between Camino Aventura and Camino Campanero, Project No. C3-0050, In the Southeast Desert Hot Springs Community**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.

1. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

**Agreement:**

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice Inviting Bids, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda (**None**), (n) The Determination of Prevailing Wage Rates for Public Work, (o) Any Change Orders issued, (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

Contractor shall do all tasks necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion

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

Standard Specification Section 8-1.03, "Beginning of Work" is modified to read as follows:

The Contractor shall begin work within fifteen (15) calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. If the project has more than one (1) location of work, Contractor shall submit a separate notice for each location. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start at said location.

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

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

4. Compensation

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

**Avenida Florencita  
Sidewalk Project  
Between Camino Aventura and Camino Campanero  
Project No. C3-0050**

**In the Southeast Desert Hot Springs Community**

**Contract**

**Base Bid**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	074020	WATER POLLUTION CONTROL	LS	1	5,000.00	5,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,500.00	2,500.00
3	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00
4	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00
5	160101	CLEARING AND GRUBBING	LS	1	3,000.00	3,000.00
6	152380	RELOCATE CHAIN LINK FENCE	LF	160	35.00	5,600.00
7	000003	RELOCATE EXISTING ROLLING FENCE AND GATE	EA	2	250.00	500.00
8	000003	REMOVE AND REPLACE MAILBOX NEW	EA	21	250.00	5,250.00
9	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	40	25.00	1,000.00
10	000003	MINOR CONCRETE (CURB TRANSITION) (CRS 211)	LF	50	25.00	1,250.00
11	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	2	1,500.00	3,000.00
12	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS CASE C]	EA	1	1,800.00	1,800.00
13	000003	CONSTRUCT PEDESTRIAN RAMP WITH HANDRAIL	EA	1	4,500.00	4,500.00
14	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	425	8.50	3,612.50
15	731521	MINOR CONCRETE (SIDEWALK)	SQFT	13,890	4.90	68,061.00
16	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	3,100	5.25	16,275.00
17	160120	REMOVE TREE	EA	7	700.00	4,900.00
18	160101	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	100.00	400.00
19	566011	ROADSIDE SIGN - ONE POST	EA	5	275.00	1,375.00
20	000003	MISCELLANEOUS DIRECTED WORK	FA	1	5,000.00	5,000.00
21	019901	DE-MOBILIZATION	LS	1	8,000.00	8,000.00

PROJECT  
TOTAL:  
ITEMS 1-21

One hundred fifty one thousand, twenty three dollars and fifty cents  
"WORDS"

**\$151,023.50**

Avenida Florencita  
Sidewalk Project  
Between Camino Aventura and Camino Campanero  
Project No. C3-0050

In the Southeast Desert Hot Springs Community

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

COUNTY OF RIVERSIDE

Golden Valley Construction

BY: Jeff Stone  
JEFF STONE  
Chairman, Board of Supervisors

BY: [Signature]

DATED: FEB 11 2014

TITLE: \_\_\_\_\_  
(If Corporation, affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST: [Signature]

BY: Raque Rose  
Deputy

TITLE: Assist. Secretary

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

License No. 776249

Federal Employer Identification Number:

95-4730261

BY \_\_\_\_\_  
"County"

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

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 1/28/14  
MARSHAL VICTOR DATE



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Los Angeles

On Dec 31, 2013 before me, Carrie L. Dranow, Notary Public

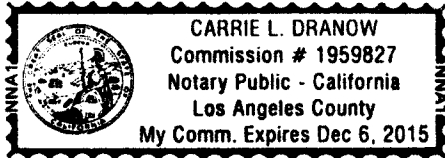
Date

Here Insert Name and Title of the Officer

personally appeared Michael Emerson

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: Carrie L. Dranow

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: Riverside County Contract

Document Date: Dec 20, 2013

Number of Pages: 4

Signer(s) Other Than Named Above:

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

Signer's Name: Michael Emerson

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

Corporate Officer — Title(s): President

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: Golden Vista Construction Inc.

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

**Corporate Resolution of:**

Golden Vista Construction, Inc. dba Golden Valley Construction

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made on 12/02/2013 date at 12:15pm time at 2000 Executive Drive, Palm Springs, CA 92262 location

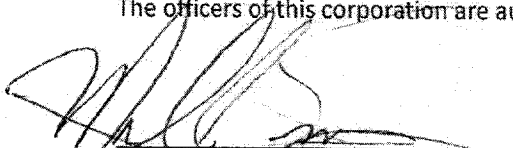
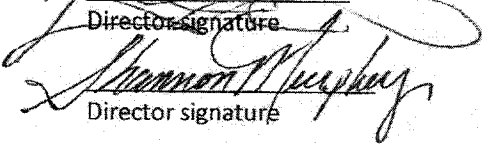
We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

We authorize Mike Honz, General Manager of the Palm Springs Division to be a signer on behalf of Golden Valley Construction for the Avenida Florencita Sidewalk project between Camino Aventura and Camino Campanero Project No. C3-0050 in the Southeast Desert Hot Springs Community.

Therefore, it is resolved, that the corporation shall:

Approve and authorize Mike Honz, General Manager of the Palm Springs Division to be a signer on behalf of Golden Valley Construction for the Avenida Florencita Sidewalk project between Camino Aventura and Camino Campanero Project No. C3-0050 in the Southeast Desert Hot Springs Community

The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.

  
Director signature  
  
Director signature

Michael Emerson  
Printed name

12/02/2013  
Date

Shannon Murphey  
Printed name

12/02/2013  
Date

\_\_\_\_\_  
Director signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director signature

\_\_\_\_\_  
Printed name


\_\_\_\_\_  
Date

\_\_\_\_\_  
Director signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

The Secretary of the Corporation, certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the dated meeting of the board of directors.

  
Signature of Secretary

Shannon Murphey

Printed name of Secretary

12/02/2013

Date

# Performance Bond

## Recitals:

1. **Golden Valley Construction** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Avenida Florencita Sidewalk Project, Between Camino Aventura and Camino Campanero, Project No. C3-0050, In the Southeast Desert Hot Springs Community.**
2. \_\_\_\_\_, a \_\_\_\_\_ corporation (Surety), is the Surety under this Bond.

## Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$151,023.50 (One hundred fifty one thousand, twenty three dollars and fifty cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

**Payment Bond**

(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are **Golden Valley Construction** as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$151,023.50 (One hundred fifty one thousand, twenty three dollars and fifty cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Avenida Florencita Sidewalk Project, Between Camino Aventura and Camino Campanero, Project No. C3-0050, In the Southeast Desert Hot Springs Community.**

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

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

\_\_\_\_\_  
Original Contractor – Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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

Notary Public (Seal)

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

Executed in Duplicate

Bond No. 2167632  
Premium: \$3,265.00

### Performance Bond

**Recitals:**

- Golden Vista Construction, Inc. dba
1. Golden Valley Construction (Contractor) has entered into a Contract with **COUNTY OF RIVERSIDE (County)** for construction of public work known as Avenida Florencita Sidewalk Project, Between Camino Aventura and Camino Campanero, Project No. C3-0050, In the Southeast Desert Hot Springs, Community.
  2. North American Specialty Insurance Company, a New Hampshire corporation (Surety), is the Surety under this Bond.

**Agreement:**

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ 151,023.50 and inures to the benefit of County.  
(One Hundred Fifty-one Thousand Twenty-three Dollars and Fifty Cents)
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 this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of December 20, 2013  
 Golden Vista Construction, Inc. dba Golden Valley Construction By [Signature] North American Specialty Insurance Company  
 By Donna J. Frowd  
 By Michael Emerson Type Name Donna J. Frowd, Attorney-in-Fact

Its Attorney in Fact  
"Surety"

Title President

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Marin

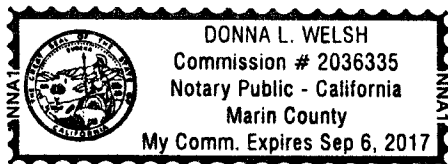
On December 20, 2013 before me, Donna L. Welsh, Notary Public, personally appeared Donna J. Frowd who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ 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.

(seal)

Signature 



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On Dec 31, 2013 before me, Carrie L. Dranow, Notary Public

personally appeared Michael Emerson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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: Carrie L. Dranow

Place Notary Seal Above

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: Performance Bond

Document Date: Dec 20, 2013 Number of Pages: 2

Signer(s) Other Than Named Above: Donna J. Floyd

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Emerson Signer's Name: \_\_\_\_\_

Corporate Officer - Title(s): President

Individual

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: Golden Vista Construction Inc.

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



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY**

**650 ELM STREET, 6TH FLOOR  
MANCHESTER, NH 03101-2524**

**Old Company Names**

**Effective Date**

**Agent For Service**

NANCY FLORES  
C/O CT CORPORATION SYSTEM  
818 WEST SEVENTH STREET  
LOS ANGELES CA 90017

**Reference Information**

NAIC #:	29874
California Company ID #:	3208-6
Date Authorized in California:	06/30/1989
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

**back to top**

**NAIC Group List**

NAIC Group #: 0181 SWISS RE GRP

**Lines Of Business**

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
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- PLATE GLASS
- SPRINKLER
- SURETY
- WORKERS' COMPENSATION

**back to top**

Executed in Duplicate

Bond No. 2167632  
Premium: Included on Performance Bond

**Payment Bond**

(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are Golden Vista Construction, Inc. dba Golden Valley Construction, as Principal and Original Contractor and North American Specialty Insurance Company <sup>New Hampshire</sup>, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 151,023.50, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Avenida Florencita Sidewalk Project, Between Camino Aventura and Camino Campanero, Project No. C3-0050, In the Southeast Desert Hot Springs Community,

(One Hundred Fifty-one Thousand Twenty-three Dollars and Fifty Cents)

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: December 20, 2013

Golden Vista Construction, Inc. dba Golden Valley Construction

Original Contractor - Principal

North American Specialty Insurance Company

Surety

By Donna J. Frowd  
Donna J. Frowd, Attorney-in-Fact

Its Attorney In Fact

By [Signature]  
Title President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

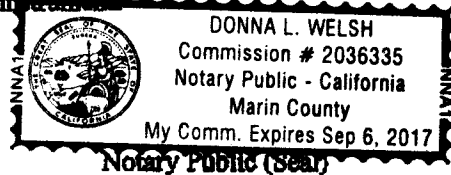
STATE OF California  
COUNTY OF Marin

} ss. SURETY'S ACKNOWLEDGEMENT

On December 20, 2013 before me, Donna L. Welsh, Notary Public personally appeared, Donna J. Frowd, Attorney-in-Fact, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she ~~is~~ executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

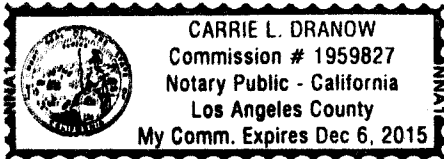
State of California

County of Los Angeles }

On Dec 31, 2013 before me, Carrie L. Dranow, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Michael Emerson  
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: Carrie L. Dranow  
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: Payment Bond

Document Date: Dec 20, 2013 Number of Pages: 2

Signer(s) Other Than Named Above: Donna J Frowd

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

Signer's Name: Michael Emerson Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): President  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: Golden Vista Construction Inc. Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

MICHAEL B. MCGOWAN, SUSAN J. MCGOWAN, DONNA L. WELSH,

DEBBIE L. WELSH and DONNA J. FROWD

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on 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 or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

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 North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant 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 hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein 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 signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 26th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of December, 2013.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY**

**650 ELM STREET, 6TH FLOOR  
MANCHESTER, NH 03101-2524**

**Old Company Names**

**Effective Date**

**Agent For Service**

NANCY FLORES  
C/O CT CORPORATION SYSTEM  
818 WEST SEVENTH STREET  
LOS ANGELES CA 90017

**Reference Information**

NAIC #:	29874
California Company ID #:	3208-6
Date Authorized in California:	06/30/1989
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

**back to top**

**NAIC Group List**

NAIC Group #: 0181 SWISS RE GRP

**Lines Of Business**

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
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- PLATE GLASS
- SPRINKLER
- SURETY
- WORKERS' COMPENSATION

**back to top**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/10/2013

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).

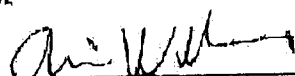
<b>PRODUCER</b> Southland Insurance Brokers 19069 Van Buren Blvd. #114-484 Riverside, CA 92508	<b>CONTACT NAME:</b> Arda Williams <b>PHONE (A/C, No, Ext):</b> 951.789.9901 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 951.534.5500
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Golden Vista Construction Inc. DBA: Golden Valley Construction 44815 Fig Ave, #117 Lancaster, CA 93534	<b>INSURER A:</b> WESCO Insurance Co.	<b>NAIC #</b> 25011
	<b>INSURER B:</b> Century Surety Co.	<b>NAIC #</b> 36951
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

COVERAGES      CERTIFICATE NUMBER: 2013-2014 A/I      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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSTR INBR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLUMBS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPL(EO PER: POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> LOC	X	WPA103088802	05/11/2013	05/11/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	WPA103088802	05/11/2013	05/11/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEF <input type="checkbox"/> RETENTION \$	X	CCP821166	08/16/2013	08/11/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WMC3057142	03/31/2013	03/31/2014	<input checked="" type="checkbox"/> WC STATU- TORY LIMIT \$ P1. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - CA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented or Leased Equipment	X	WPA103088802	06/11/2013	06/11/2014	\$25,000 Limit \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)  
 30 day notice of cancellation / Project No C3-0050 / Project Name: Avenida Florencita Sidewalk Project, Between Camino Aventura, and Camino Campanero.  
 The County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives are named as additional insured

<b>CERTIFICATE HOLDER</b>  County of Riverside Dept. Transportation 3525 14th Street Riverside, CA 92501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Arda Williams 

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

**POLICY CHANGES**

Policy Change  
Number 11

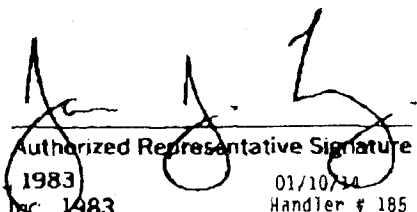
<b>POLICY NUMBER</b>  WPA1030888 02	<b>POLICY CHANGES EFFECTIVE</b>  01/08/14	<b>COMPANY</b>  Wesco, CA, Prem-Auto.
<b>NAMED INSURED</b>  GOLDEN VALLEY CONSTRUCTION INC GOLDEN VISTA CONSTRUCTION DBA:		<b>AUTHORIZED REPRESENTATIVE</b>  Jim Furey
<b>COVERAGE PARTS AFFECTED</b>  ITEM FOUR - COMMERCIAL GENERAL LIABILITY - GENERAL CHANGE		

**CHANGES**

In consideration of an Additional Premium of \$ 42 it is agreed that the following change has been made to the policy

PROCESSED ATTACHED INDIVIDUAL ADDITIONAL INSURED.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

  
 Authorized Representative Signature

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01/10/14   
 Handler # 185

INSURED

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>The County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, Employees, Agents and Representatives 3252 14<sup>TH</sup> Street Riverside, CA 92501</p>	<p>Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured shown shall be primary insurance, and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the Additional Insured's negligence or solely the Additional Insured's responsibility.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

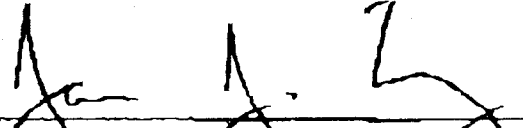
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

  
Authorized Representative Signature



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>The County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, Employees, Agents and Representatives 3252 14<sup>TH</sup> Street Riverside, CA 92501</p>	<p>Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.</p> <p>This insurance also does not apply to any structure with an intended occupancy of a private residence, not including apartments.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations</p>	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"

  
Authorized Representative Signature

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

The County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, Employees,  
Agents and Representatives, 3252 14<sup>TH</sup> Street, Riverside, CA 92501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph B. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

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.

  
Authorized Representative Signature

**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 2% of the California workers' compensation premium otherwise due on such remuneration.


Schedule

Any person or organization as required by written contract      \$590.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective	3/31/2013	Policy No.	WWC3057142	Endorsement No.	WCD40306
Insured	Golden Vista Construction, Inc. (a corp)		Premium \$	22810	
Insurance Company	Wesco Insurance Company				

Counter signed by



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

**POLICY CHANGES**

Policy Change  
Number 12

<b>POLICY NUMBER</b>  WPA1030888 02	<b>POLICY CHANGES EFFECTIVE</b>  01/08/14	<b>COMPANY</b>  Wesco, CA, Prem-Auto
<b>NAMED INSURED</b>  GOLDEN VALLEY CONSTRUCTION INC GOLDEN VISTA CONSTRUCTION DBA:		<b>AUTHORIZED REPRESENTATIVE</b>  Jim Furey
<b>COVERAGE PARTS AFFECTED</b>  ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN		

CHANGES

ADDITIONAL INSURED CA990009 ATTACHED

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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 Copyright, ISO Commercial Risk Services, Inc. 1983

Authorized Representative Signature

01/10/14  
 Handler # 185

INSURED

**GOLDEN VALLEY CONSTRUCTION INC. GOLDEN VISTA CONSTRUCTION DBA:  
WPA1030888 02**

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

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

**SCHEDULE**

**Name of Person or Organization:**

**THE COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS & REPRESENTATIVES**

**3252 14<sup>TH</sup> STREET, RIVERSIDE, CA 92501**

**DESCRIPTION OF OPERATIONS OR SERVICES:**

**AVENIDA FLORENCITA SIDEWALK PROJECT, BETWEEN CAMINO AVENTURA & CAMINO CAPANERO, PROJECT NO. C3-0050**

**Location:**

**IN THE SOUTHEAST DESERT HOT SPRINGS COMMUNITY**

**Description of Covered "Auto"**

**Per Schedule on file with company**

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

The WHO IS AN INSURED provision under LIABILITY COVERAGE is changed to include as an "insured" The person or organization shown in the Schedule, but only with respect to liability arising out of:

1. Your operations or services performed for that person or organization at the location shown in the Schedule; or
2. The ownership, maintenance or use of the covered "autos" described in the Schedule.


A person's or organization's status as an additional insured under this endorsement ends when:

1. Your operations or services performed for that person or organization are completed; or
2. That person's or organization's interest in the described "auto" ends.

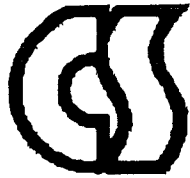
CA990009 1004

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**PRODUCING AGENT**



Authorized Representative Signature



# Century Surety Company

465 CLEVELAND AVENUE  
WESTERVILLE, OH 43082

**A STOCK COMPANY**

# **COMMERCIAL LINES POLICY**

THIS POLICY JACKET WITH COMMON POLICY CONDITIONS, THE  
DECLARATIONS PAGE, COVERAGE PART(S), COVERAGE FORM(S) AND  
APPLICABLE FORMS AND ENDORSEMENTS COMPLETE THIS POLICY.

**GSCP1000 (02/04)**



# Century Surety Company

465 Cleveland Avenue  
Westerville, Ohio 43082  
www.centurysurety.com

## COMMERCIAL EXCESS LIABILITY POLICY

Item 1	POLICY NO.: CCP 821166		New	
	NAMED INSURED AND MAILING ADDRESS: GOLDEN VALLEY CONSTRUCTION 44815 FIG AVE. #117 LANCASTER CA 93534		CODE NO :5909K INSUREDS AGENT: SOUTHLAND INSURANCE BROKERS 19069 VAN BUREN BLVD. #114-484 RIVERSIDE CS 92508	
Item 2	INSURED LOCATION: <input type="checkbox"/> Same as Mailing Address Above <input type="checkbox"/> If Different Than Mailing Show Below: SEE ENDT A FOR LOCATIONS			
Item 3	POLICY PERIOD: From: 05/15/2013 To: 05/11/2014 at 12:01 A.M. Standard time at your mailing address shown above. Business Description: GRADING AND PAVING CONTRACTOR <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company (LLC) <input checked="" type="checkbox"/> Organization (Other than Partnership or Joint Venture)			
Item 4	LIMIT OF LIABILITY (a) Each Occurrence \$ 2,000,000 (b) Aggregate Limit (where applicable) \$ 2,000,000 (c) Self Insured Retained Limit \$ N/A			
Item 5	PREMIUM COMPUTATION: Premium: \$ 4,785 X Flat Adjustable Adjustable Rate: \$ Premium Basis: \$ N/A Sales Payroll Primary Premium Annual Minimum Premium: \$ 4,785 Advance Premium: \$ 4,785 Tria Coverage: \$ REJECTED CA SURPLUS LINES TAX \$143.55 Total Premium: \$ 4,785 CA STAMPING FEE \$9.57			
Item 6	25 % of the Policy Premium is fully earned as of the effective date of this policy and is not subject to return or refund.			
Item 7	During the past year no Insurer has cancelled any similar insurance issued to the named insured, nor declined to issue such insurance, unless otherwise stated herein. ** ABSENCE OF AN ENTRY MEANS "NO EXCEPTION"			
Item 8	Service of Suit (if form CCP 2010 is attached) may be made upon: Crump Insurance Services, Inc. 8105 Irvine Center Drive Suite 450 Irvine CA 92618			
Item 9	FORMS AND ENDORSEMENTS: Forms and Endorsements applying to this Coverage and made part of this policy at time of issue: See Attached Schedule of Forms, CIL 1500b 02 02			

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an Insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

### COMPANY REPRESENTATIVE:

Crump Insurance Services, Inc.  
8105 Irvine Center Drive  
Suite 450  
Irvine CA 92618

06/11/2013 DS

Countersigned By \_\_\_\_\_

Authorized Representative

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly Authorized Agent of this Company at the Agency hereinbefore mentioned.

Secretary

President



# Century Surety Company

## COMMERCIAL EXCESS LIABILITY POLICY

### SCHEDULE OF UNDERLYING INSURANCE

Policy No: CCP 821166

Effective Date: 05/15/2013 \*\*  
12:01 A.M. Standard Time

NAMED INSURED: GOLDEN VALLEY CONSTRUCTION

CARRIER, POLICY NUMBER, POLICY PERIOD	TYPE OF POLICY	APPLICABLE LIMITS OF LIABILITY
NOT COVERED	<b>Employers Liability</b>	<b>Coverage B - Employers' Liability</b> \$ NOT COVERED each accident \$ NOT COVERED disease policy limit \$ NOT COVERED disease each employee
WESCO 05/11/2013 TO 05/11/2014 POLICY NUMBER AS PER ON FILE WITH COMPANY	<b>Commercial General Liability</b>  <input type="checkbox"/> Non Owned Auto <input type="checkbox"/> Hired Auto	<b>Bodily Injury/Property Damage Liability</b> \$ 2,000,000 General Aggregate Limit (other than Prods/Comp Ops) \$ 2,000,000 Products/Completed Operations Aggregate Limit \$ 1,000,000 Personal and Advertising Injury Limit \$ 1,000,000 Each Occurrence Limit
WESCO 05/11/2013 TO 05/11/2014 POLICY NUMBER AS PER ON FILE WITH COMPANY	<b>Automobile Liability</b>	<b>Bodily Injury Liability</b> \$ NOT COVERED each person \$ NOT COVERED each occurrence  <b>Property Damage Liability</b> \$ NOT COVERED each occurrence  <b>Bodily Injury/Property Damage Liability Combined Single Limit</b> \$ 1,000,000 each occurrence
NOT COVERED		



## SCHEDULE OF FORMS AND ENDORSEMENTS

(other than applicable forms and endorsements shown elsewhere in the policy)

Forms and Endorsements applying to the Coverage Parts listed below and made a part of this policy at time of issue:

Form/ Endr #	Edition Date	Title	Total # of Forms Selected: 19
-----------------	-----------------	-------	-------------------------------

**Forms Applicable to this Coverage part - INTERLINE-ALL COVERAGE PARTS**

CAPN	0002	07 11	D2 Notice Form
CCP	2010	05 08	Service of Suit Clause
CIL	1500B	02 02	Schedule of Forms and Endorsements
CSCP	1000	02 04	Century Surety Company Policy Jacket
IL	0003	09 08	Calculation of Premium
IL	0017	11 98	Common Policy Conditions
IL	1201	11 85	General Purpose Endorsement
PRIV	0001	11 09	Privacy Statement
TRIA	0001	10 08	Policyholder Disclosure Notice of Terrorism

9 Forms

**Forms Applicable to this Coverage part - EXCESS**

CUP	1503	07 07	Exclusion - Employee Benefits
CUP	1512	07 07	Exclusion - Assault And Battery
CUP	1516	07 07	Cyber, Media, Internet Exclusion Endorsement
CUP	1517	07 07	Terrorism Exclusion Endorsement
CUP	1522	05 09	Exclusion - Recording And Distribution Of Material Or Info
CUP	2123	07 07	Nuclear Energy Liability Exclusion Endorsement
CXL	1500	05 09	Commercial Excess Liability Policy Declarations
CXL	1500a	07 07	Schedule Of Underlying Insurance
CXL	1501	12 11	Commercial Excess Liability Coverage Part
CXL	1551	02 12	Contractors Commercial Liability Special Exclusions And Limitations Endorsement

10 Forms

## COMMERCIAL EXCESS LIABILITY COVERAGE PART

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

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

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED, SECTION II. Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS, SECTION IV.

### SECTION I - COVERAGES

#### 1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III);

(2) Subject to d. below, if the limit of insurance available to the insured under the applicable "underlying insurance" has been exhausted, any provisions contained in the "underlying insurance" for supplementary payments in this policy and our obligation to investigate or defend shall apply to this Coverage Part as if this Coverage Part were the "underlying insurance". This provision only applies until the inception of the next succeeding annual policy period of the "underlying insurance" at which time the provisions of LIMITS OF INSURANCE (SECTION III) will apply and any obligation we undertook to investigate or defend will end;

(3) Subject to d. below and regardless of the limits carried on the various "underlying insurance," the coverage afforded by this policy is triggered as excess of the Limit of Liability shown in the Declarations of the "underlying insurance" exclusive of adjusting and claim legal expense; and

(4) Our obligation to investigate or defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Coverage Part.

b. This insurance applies to "bodily injury", "property damage", or "personal and advertising injury" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes

place during the policy period of this Coverage Part;

(2) The "personal and advertising injury" is caused by an offense arising out of your business that takes place during the policy period of this Coverage Part; and

(3) The "bodily injury", "property damage", or "personal and advertising injury" is covered by the "underlying insurance".

c. Except as specifically provided in this Coverage Part, this insurance is subject to the definitions, terms, conditions, exclusions and limitations contained in the "underlying insurance" except as respects:

(1) Supplementary payments;

(2) Cancellation or nonrenewal;

(3) Limits of insurance;

(4) Obligation to investigate or defend;

(5) Other insurance;

(6) Premium audit;

(7) Transfer of Rights of Recovery against others to us; and

(8) Where any exclusions or provisions of this Coverage Part conflict with the "underlying insurance", the exclusions or provisions of this policy shall apply.

d. The "underlying insurance" shown in the Schedule of Underlying Insurance:

(1) Shall be in effect at the inception of this Coverage Part;

(2) Shall be maintained in effect during the policy period of this Coverage Part; and

(3) Shall be maintained with limits of insurance not less than those shown in the Schedule of Underlying Insurance.

Failure of the insured to comply with the above conditions, (1), (2) or (3), shall not invalidate this Coverage Part, but in the event of such failure, this Coverage Part shall apply in the same manner as though the "underlying insurance" had been maintained in accordance with these conditions.

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL EXCESS LIABILITY COVERAGE PART

**I. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

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

**B. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured, or

- (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**II. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the fallings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

## 2. Exclusions.

This insurance does not apply to:

### a. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers compensation, occupational disease, unemployment compensation or disability benefits law or any similar law.

### b. Employee's Retirement Income Security Act (ERISA)

Liability imposed upon any insured under the Employee's Retirement Income Security Act (ERISA) of 1974 or changes to it.

### c. Racketeer Influence and Corrupt Organizations Act (RICO)

Damages awarded under the provisions of the Racketeer Influenced and Corrupt Organizations Act 18 U.S.C. Sections 1961-68 (1970) (rico) or changes to it.

### d. Uninsured Motorist and No Fault

Any coverage, claim for damages, request for coverage or request for response in any other way due to uninsured motorist, underinsured motorist, automobile no fault or personal injury protection (PIP) law or coverage form. This exclusion applies whether the uninsured motorist, underinsured motorist, automobile no fault or personal injury protection (PIP) is or is not included on any "underlying insurance".

### e. Medical Expense

Medical expense or medical payments as described in the "underlying insurance".

### f. Employment Practices Liability

"bodily injury" or personal injury arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
- (4) Consequential "bodily injury" as a result of (1) through (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

### g. Pollution

- (1) "bodily injury", "property damage", or "personal and advertising injury" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
  - (i) Request, demand or order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants; or
  - (ii) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

### h. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) Furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Violation of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

We have neither a duty to defend nor a duty to indemnify any insured if any proximate or contributing cause of an "occurrence" arises out of any "bodily injury" or "property damage" above.

This exclusion applies to all insureds regardless of whether you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. There is no duty to defend any aspect of the claim or "suit" and this insurance does not apply.

**l. Unfair Competition**

"Personal and advertising injury" resulting from unfair competition.

**j. Infringement Of Copyright, Patent, Trademark or Trade Secret**

Claims arising out of the infringement of copyright, patent, trademark, trade name, trade dress, trade secret or other intellectual property rights.

**k. Sole negligence of another**

If the "underlying insurance" provides coverage for that part of any contract or agreement pertaining to your business under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, coverage is expressly excluded for that part of any such contract or agreement that indemnifies another for the sole negligence of such other person or organization.

**l. Premises Rented to You**

Fire damage to premises rented to you.

**SUPPLEMENTARY PAYMENTS**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**SECTION II - WHO IS AN INSURED**

1. Any person or organization that is shown in the Declarations of this policy is a named Insured provided they are also a named insured on the "underlying insurance".
2. Any other person or organization that is an insured in the applicable "underlying insurance", except a named insured, is an insured under this excess insurance Coverage Part.

**SECTION III - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number:
    - a. Insureds;
    - b. Claims made or "suits" brought;
    - c. Persons or organizations making claims or bringing "suits"; or
    - d. "Underlying insurance" policies.
  2. The single Aggregate Limit is the most we will pay for the sum of all damages which are in excess of "underlying insurance" coverage(s) regardless of what aggregate limits are available with the "underlying insurance".
  3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for damages because of "bodily injury", "property damage", and "personal and advertising injury" arising out of one "occurrence".
  4. Subject to 3. above, this Coverage Part is excess of an amount not less than the amount shown in the Schedule of Underlying Insurance for the applicable "underlying insurance", except:
    - a. If the Limit of Insurance available to the insured under the applicable "underlying insurance" has been reduced:
      - (1) Solely by the payment of claims or "suits"; and
      - (2) Subject to Section I subpart 1.d.
- This coverage shall be excess over the reduced limit of liability.

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- Company Information
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- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
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  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
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  - View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**WESCO INSURANCE COMPANY**

**59 MAIDEN LANE  
NEW YORK, NY 10038  
212222027120**

**Old Company Names**

**Effective Date**

**Agent For Service**

KAREN HARRIS  
C/O CORPORATION SERVICE COMPANY  
2710 GATEWAY OAKS DRIVE, SUITE 150N  
SACRAMENTO CA 95833-3505

**Reference Information**

NAIC #:	25011
California Company ID #:	4378-6
Date Authorized in California:	09/24/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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**NAIC Group List**

NAIC Group #: 2538 Amtrust Grp

**Lines Of Business**

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.

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

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-For Consumers-

**CONSUMERS: LIST OF APPROVED SURPLUS LINE INSURERS (LASLI)**

Please use the "Find" option in the "Edit" menu of your browser to search for a particular company.

As of: January 2, 2014

**A | B - D | E - G | H - L | M - P | Q - Z****A**

Insurer	Date Approved
Acceptance Casualty Insurance Company (Nebraska)	10/23/2007
ACE European Group Limited (U.K.)	06/20/2007
Admiral Insurance Company (Delaware)	06/30/1995
Adriatic Insurance Company (North Dakota)	06/30/1995
AIG Specialty Insurance Company (Illinois) (Name changed from Chartis Specialty Insurance Company effective 10/01/2013)	06/30/1995
AIX Specialty Insurance Company (Delaware)	06/05/2009
Allianz Global Corporate & Specialty AG (Germany) (Name Changed from Allianz Marine & Aviation Versicherungs-AG effective 07/28/2006)	06/16/2004
Allied World National Assurance Company (New Hampshire) (Name changed from Newmarket Underwriters Insurance Company effective 10/03/2007)	12/18/1997
Alterra Excess & Surplus Insurance Company (Delaware) (Name changed from Alterra Specialty Insurance Company effective 09/27/2010. Name changed from Max Specialty Insurance Company effective 05/13/2010)	06/19/2008
American Empire Surplus Lines Insurance Company (Delaware)	09/01/1995
American Safety Indemnity Company (Oklahoma) (Name changed from Trafalgar Insurance Company effective 04/10/2000)	11/20/1996
American Western Home Insurance Company (Oklahoma)	09/01/1995
Arch Insurance Company (Europe) Limited (U.K.)	10/19/2009
Arch Specialty Insurance Company (Nebraska) (Name changed from Rock River Insurance Company effective 08/01/2002) (Domicile changed from Wisconsin to Nebraska effective 12/28/2006)	09/01/1995
Aspen Insurance UK Limited (U.K.)	12/29/2004
Aspen Specialty Insurance Company (North Dakota) (Name changed from Dakota Specialty Insurance Company, effective 10/22/2003)	03/03/1998
Associated Electric & Gas Insurance Services Limited (Bermuda)	11/03/1995
Associated Industries Insurance Company, Inc. (Florida)	01/11/2012
Atain Specialty Insurance Company (Michigan) (Name changed from USF Insurance Company effective 08/25/2011) (Domicile changed from Pennsylvania to Michigan effective 12/31/2007)	09/01/1995
Atlantic Casualty Insurance Company (North Carolina)	07/16/2009
AXA Corporate Solutions Assurance (France)	08/14/2003
AXIS Specialty Europe SE (Ireland) (Name changed from AXIS Specialty Europe Public Limited Company effective 09/10/2012. Name changed from AXIS Specialty Europe Limited effective 04/26/2012)	06/20/2007
AXIS Surplus Insurance Company (Illinois) (Name changed from Sheffield Insurance Corporation effective 06/09/2003)	12/15/1995

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**B - D**

<b>Insurer</b>	<b>Date Approved</b>
Berkley Assurance Company (Iowa)	07/20/2011
Berkley Regional Specialty Insurance Company (Delaware)	04/12/2012
Berkshire Hathaway International Insurance Limited (UK)	04/01/2008
Bracken Hill Specialty Insurance Company Inc. (Illinois) (Name changed from Hiscox Specialty Insurance Company Inc. effective 07/09/2012)	10/08/2010
Burlington Insurance Company (North Carolina)	11/17/1995
Canopus US Insurance, Inc. (Delaware) (Name changed from Omega US Insurance, Inc. effective 08/20/2012)	07/20/2011
Capitol Specialty Insurance Corporation (Wisconsin)	05/15/2008
Catlin Insurance Company (UK) Limited	04/10/2007
Catlin Specialty Insurance Company (Delaware) (Name changed from Wellington Specialty Insurance Company effective 03/31/2007)	06/14/2006
Century Surety Company (Ohio)	09/01/1995
Chubb Custom Insurance Company (New Jersey) (Domicile changed from Delaware to New Jersey, effective 04/01/2013)	08/04/1995
The Cincinnati Specialty Underwriters Insurance Company (Delaware)	01/31/2011
Colony Insurance Company (Virginia)	09/01/1995
Colony National Insurance Company (Virginia) (Name changed from Preferred National Insurance Company effective 04/01/2002)	12/17/1996
Columbia Casualty Company (Illinois)	07/06/1995
Companion Specialty Insurance Company (District of Columbia)	07/20/2011
Covington Specialty Insurance Company (New Hampshire)	07/20/2011
Crum & Forster Specialty Insurance Company (Arizona) (Name changed from Transnational Insurance Company effective 12/26/2000. Domicile changed from Connecticut to Arizona effective 02/12/2002.)	04/20/1998
CUMIS Specialty Insurance Company, Inc. (Iowa)	05/15/2008
Darwin Select Insurance Company (Arkansas) (Name changed from ULICO Indemnity Company effective 05/02/2005)	12/22/1995

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**E - G**

<b>Insurer</b>	<b>Date Approved</b>
Empire Indemnity Insurance Company (Oklahoma)	12/01/1995
Endurance American Specialty Insurance Company (Delaware) (Name changed from Traders & Pacific Insurance Company effective 06/08/2006)	02/23/1996
Energy Insurance Mutual Limited (Barbados)	12/17/1997
Essex Insurance Company (Delaware)	07/06/1995
Evanston Insurance Company (Illinois)	08/11/1995
Everest Indemnity Insurance Company (Delaware)	08/14/1998
Executive Risk Specialty Insurance Company (Connecticut)	09/01/1995
Fireman's Fund Insurance Company of Ohio (Ohio)	05/19/1999
First Mercury Insurance Company (Illinois)	10/16/1997
First Specialty Insurance Corporation (Missouri)	09/01/1995
Founders Insurance Company (Illinois)	10/16/2007
Gemini Insurance Company (Delaware)	02/23/1998
General Security Indemnity Company of Arizona (Arizona) (Name changed from Fulcrum Insurance Company effective 05/03/2002)	09/01/1995
General Star Indemnity Company (Delaware) (Domicile changed from Connecticut to Delaware, effective 12/31/2012)	08/11/1995
Gotham Insurance Company (New York)	08/04/1995
Great American E&S Insurance Company (Delaware) (Name changed from Agricultural Excess and Surplus Insurance Company, effective 07/27/2000)	06/30/1995
Great American Fidelity Insurance Company (Delaware) (Name changed from American Dynasty Surplus Lines Insurance Company, effective 06/27/2001)	09/01/1995
Great Lakes Reinsurance (UK) PLC (UK)	12/01/1995
Gulf Underwriters Insurance Company (Connecticut) (Domicile changed from Missouri to Connecticut, effective 10/01/2001)	07/07/1995

## Bid

Date: 12.4.13

To: County of Riverside, hereafter called "County";

Bidder: Golden Valley Construction  
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Avenida Florencita Sidewalk Project, Between Camino Aventura and Camino Campanero, Project No. C3-0050, In the Southeast Desert Hot Springs Community hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** \_\_\_\_\_ (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor (not by telephone or facsimile) before the time specified in the Notice Inviting Bids for the public opening of bids, this Bid constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Bids and to waive any irregularities or informalities contained in a Bid.
3. To execute the Contract and deliver the Performance Bond, Payment Bond and Insurance Certificate with endorsements, that comply with the requirements set forth in the Instruction to Bidders and General Conditions, within ten (10) business days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract shall constitute a written memorial thereof.
5. To submit to the County such information as County may require determining whether a particular Bid is the lowest responsible bid submitted.
6. That the accompanying Bid Bond, certified check or cashier's check is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Contract and deliver the required bonds within ten (10) business days after notice of award. If Contractor fails to execute and deliver said documents, the bond or check is to be charged with the costs of the resultant damages to the County, including but not limited to: publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done for the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this Bid the Contractor certifies that the representations made therein are made under penalty of perjury.

**Avenida Florencita  
Sidewalk Project  
Between Camino Aventura and Camino Campanero  
Project No. C3-0050**

**In the Southeast Desert Hot Springs Community**

**PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID</b>						
1	066102	DUST ABATEMENT	LS	1	5 000.00	5000,00
2	074020	WATER POLLUTION CONTROL	LS	1	2500.00	2500,00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	5000,00	5000,00
4	160101	CLEARING AND GRUBBING	LS	1	5000,00	5000,00
5	170101	DEVELOP WATER SUPPLY	LS	1	3000,00	3000,00
6	152380	RELOCATE CHAIN LINK FENCE	LF	160	35,00	5600,00
7	000003	ADJUST EXISTING ROLLING/SLIDING GATE	EA	2	250,00	500,00
8	000003	REMOVE AND REPLACE MAILBOX NEW	EA	21	250,00	5250,00
9	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	40	25,00	1000,00
10	000003	MINOR CONCRETE (CURB TRANSITION) (CRS 211)	LF	50	25,00	1250,00
11	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	2	1500,00	3000,00
12	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS CASE C]	EA	1	1800,00	1800,00
13	000003	CONSTRUCT PEDESTRIAN RAMP WITH HANDRAIL	EA	1	4500,00	4500,00
14	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	425	8,50	3612,50
15	731521	MINOR CONCRETE (SIDEWALK)	SQFT	13,890	4,90	68061,00
16	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	3,100	5,25	16275,00
17	160120	REMOVE TREE	EA	7	700,00	4900,00
18	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	100,00	400,00
19	566011	ROADSIDE SIGN - ONE POST	EA	5	275,00	1375,00
20	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	5,000.00	5,000.00
21	019901	DE-MOBILIZATION	LS	1	8,000.00	8,000.00

PROJECT TOTAL: One Hundred Fifty One Thousand Twenty Three & 50/100 \$151,023,50  
ITEMS 1-21 "WORDS"

**Bidder Data and Signature**

Name of Bidder: Golden Valley Construction

Type of organization: Corporation

Person(s) authorized to sign for Bidder: Mike Emerson and  
Mike Hantz

Note:

If Bidder or other interested person is a **Corporation**, state legal name of Corporation and also names of the president, secretary, treasurer and manager thereof.

If Bidder or other interested person is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.

If Bidder or other interested person is an **Individual**, state first and last name(s) in full.

Business Street Address: 2000 Executive Dr.  
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Palm Springs, CA 92262

P.O. Box- Number: None

P.O. Box- City, State, Zip Code: None

Phone: (760) 322-6010

Facsimile: (760) 322-0020

E-mail: goldenvallyconst@verizon.net

Contractor's license number: 776249

License Classification(s): A

Expiration date: 3-31-14

**Bidder Data and Signature (continued)**

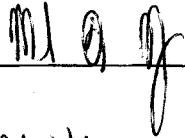
Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least ten (10) percent of the total bid for:

**Avenida Florencita  
Sidewalk Project  
Between Camino Aventura and Camino Campanero  
Project No. C3-0050  
In the Southeast Desert Hot Springs Community**

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page B1 of this Bid.

Signature:



Name (printed):

Mike Honz

Title:

General Manager  
"Contractor"

(If the Bidder is a Corporation, attach the Corporate Resolution which authorizes the signature to represent the Corporation. Certification for Authorized Signatures of Officers and Certificate of Incumbency are also acceptable and document must show that person who signs is authorized to do so for the company.)

### Subcontractor List

Bidder/Contractor submits the following complete list of each Subcontractor who will perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid or \$10,000 whichever is greater.

Check box on right side of row if any construction item, for the listed Subcontractor, is partial work. If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portion(s) of the work to be performed by the different subcontractors or Bidder/Contractor will be subject to provisions of Public Contract Code Section 4106.

	Subcontractor Name	License Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.					<input type="checkbox"/>
2.					<input type="checkbox"/>
3.					<input type="checkbox"/>
4.					<input type="checkbox"/>
5.					<input type="checkbox"/>
6.					<input type="checkbox"/>
7.					<input type="checkbox"/>

NONE

(If applicable, check box.) Additional information for Subcontractor List is attached to this Bid. (A copy of this form may be attached with additional Subcontractor information.)

**Percent of work to be performed by Subcontractors:** 0 %

Note: A minimum of 50% of the work is required to be performed by the general/prime Contractor.

## Non-Collusion Declaration

To be executed by bidder and submitted with bid.  
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares:

I am the General Manager (Title) of Golden Valley Const (Company),  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

12<sup>th</sup> (Month) 4<sup>th</sup> (Day) of 2013 (Year),  
at Palm Springs (City), CA (State).

Signature of Declarant: [Signature]

Printed name of Declarant: Mike Honz

Name of Bidder (Company): Golden Valley Construction

Title or Office: \_\_\_\_\_

Note: Notarization of signature required.  
 Check box if attachment is included.

**SEE ATTACHED CERTIFICATE** 12/4/13

# ACKNOWLEDGMENT

State of California

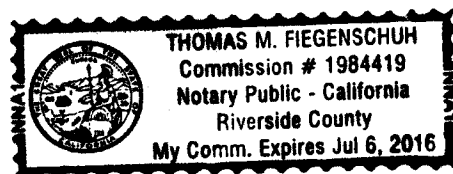
County of Riverside

On DECEMBER 04, 2013, before me, Thomas M. Fiegenschuh,  
NOTARY PUBLIC, personally appeared MICHAEL D. HONTZ

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 Thomas M. Fiegenschuh (Seal)

NON-COLLUSION DECLARATION



**Iran Contracting Act**  
(Public Contract Code sections 2200-2208)


Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**Option #1 – Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i> Golden Valley Construction		<i>Federal ID Number (or n/a)</i> 95-47-30261
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Mike Hontz		
<i>Date Executed</i> 12-4-13	<i>Executed in</i> Palen Springs, CA	

**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Lic. #776249  
Grading  
Concrete • Paving



GENERAL ENGINEERING

December 5, 2013

Avenida Florencita Sidewalk Project  
Between Camino Aventura and Camino  
Campanero  
Southeast Desert Hot Springs Community

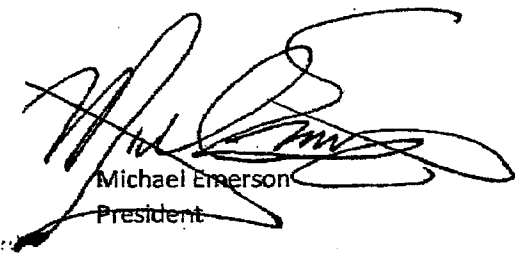
Re: Michael Honz  
Project No. C3-0050

To whom it may concern,

Mr. Michael Honz has the authority to sign as General Manager and act on behalf of Golden Vista Construction, Inc. dba: Golden Valley Construction.

If you should have any questions or concerns, please feel free to give our corporate office a call at (661) 940-9914.

Thank you.



Michael Emerson  
President

COPY

**Bid Bond**

**Recitals:**

1. Golden Vista Construction, Inc. dba Golden Valley Construction "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Avenida Florencita Sidewalk Project, Between Camino Aventura and Camino Campanero, Project No. C3-0050, In the Southeast Desert Hot Springs Community in accordance with a Notice Inviting Bids from the County.
2. North American Speciality Insurance Company a New Hampshire corporation, hereafter called "Surety", is the surety of this bond.

**Agreement:**

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

Dated: December 3, 2013

Signatures:

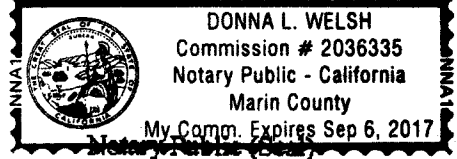
<u>North American Specialty Insurance Company</u>	<u>Golden Vista Construction, Inc. dba Golden Valley Construction</u>
By: <u>Donna J. Frowd</u>	By: <u>[Signature]</u>
Title: <u>Attorney in Fact "Surety"</u>	Title: <u>Golden Valley President "Contractor"</u>

STATE OF California  
 COUNTY \_\_\_\_\_  
 OF Marin

} ss. SURETY'S ACKNOWLEDGEMENT

On December 3, 2013 before me, Donna L. Welsh, Notary Public personally appeared, Donna J. Frowd, Attorney-in-Fact known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she executed the same in ~~his~~/her authorized capacities, and that by ~~his~~/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
 \_\_\_\_\_  
 Signature of Notary Public



**Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).**

COPY

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Marin

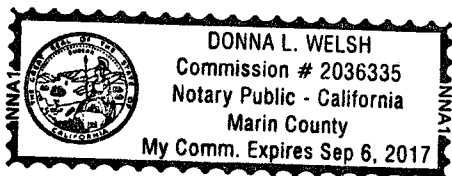
On Decemebr 3, 2013 before me, Donna L. Welsh, Notary Public, personally appeared Donna J. Frowd who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ 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.

(seal)

Signature 



NAS SURETY GROUP

COPY

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

MICHAEL B. McGOWAN, SUSAN J. McGOWAN, DONNA L. WELSH,

DEBBIE L. WELSH and DONNA J. FROWD

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on 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 or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

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 North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant 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 hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein 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 signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
David M. Layman, Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26<sup>th</sup> day of June, 2012.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 26<sup>th</sup> day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3<sup>rd</sup> day of December, 2013.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On 11/21/2013 before me, Melody Amor S. Swindell - Notary Public

personally appeared Michael Emerson

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: Melody Amor S. Swindell

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: Bid Bond

Document Date: 12/03/2013 Number of Pages: 3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Form for Capacity(ies) Claimed by Signer(s) with checkboxes for Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, and Other.

Form for Capacity(ies) Claimed by Signer(s) with checkboxes for Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, and Other.