

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 11/23/14

Departmental Concurrence

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

301A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
 October 23, 2014

**SUBJECT:** Cajalco Road and Ramona Expressway Resurfacing Project, Lake Mathews and Mead Valley Areas, and Camino Del Sol Area-Group 2 Resurfacing Project, Woodcrest Area. 1<sup>st</sup>/1<sup>st</sup> and 5<sup>th</sup>/5<sup>th</sup> Districts; [\$1,516,035]; 100% Local Funds

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

1. Accept the low bid of R.J. Noble Company of Orange, CA in the amount of \$1,516,035; and
2. Award the contract to R.J. Noble Company 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."

Patricia Romo  
 Assistant Director of Transportation  
 for Juan C. Perez  
 Director of Transportation and Land Management

JCP:jrj:rr

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 1,516,035	\$ 0	\$ 1,516,035	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Proposition 1B (State bond funds – Local Roads) (82%), Measure A – Western (18%). There are no General Funds used in this project.

**Budget Adjustment:** No

**For Fiscal Year:** 2014/2015

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

APPROVE  
 BY:   
 Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Stone, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: November 24, 2014  
 xc: Transp.

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

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

Prev. Agn. Ref.: 08/05/14, Item 3-43 | District: 1/1, 5/5 | Agenda Number:

3-92

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Cajalco Road and Ramona Expressway Resurfacing Project, Lake Mathews and Mead Valley Areas, and Camino Del Sol Area-Group 2 Resurfacing Project, Woodcrest Area. 1<sup>st</sup>/1<sup>st</sup> and 5<sup>th</sup>/5<sup>th</sup> Districts; [\$1,516,035]; 100% Local Funds**

**DATE:** October 23, 2014

**PAGE:** 2 of 3

**BACKGROUND:**

**Summary**

By Minute Order dated August 5, 2014 (Agenda Item 3-43), the Board of Supervisors authorized the Clerk of the Board to advertise Cajalco Road and Ramona Expressway Resurfacing Project; Lake Mathews and Mead Valley Areas, and Camino Del Sol Area-Group 2 Resurfacing Project; Woodcrest Area.

Road	From	To
Cajalco Road - Segment 1	Extravaganza Lane	Wood Road
Cajalco Road - Segment 2	Harvill Avenue	Railroad Bridge at I-215
Ramona Expressway - Segment 3	I-215 Bridge	Patterson Avenue
Avenida Luna	Camino Del Sol	Avenida Hacienda
Camino Del Oro	Gem Lane	275 Feet Westerly
Gem Lane	Camino Del Oro	Alessandro Boulevard

In addition to the road segments listed above, the contract also includes two small areas of Canyonwood Drive and Washington Street that have been damaged by intermittent springs, and are too small to be bid as an individual project, have been included in this project

Three bids were received on August 27, 2014, ranging from \$1,516,035 to \$1,765,000. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by R.J. Noble Company of Orange, CA (RJ Noble) in the amount of \$1,516,035, which is \$133,964 (8.1%) lower than the Engineer's Estimate. The bid received from RJ Noble is within the bid target range set forth for this project.

The Transportation Department recommends award of the following in the total contract amount of \$1,516,035:

Base Bid Schedule 1: Cajalco Road and Ramona Expressway Resurfacing Project

Alternate Bid Schedule 1: Adjustment of sewer manholes to grade, Western Municipal Water District (WMWD), at Cajalco Road

Base Bid Schedule 2: Camino Del Sol Area-Group 2 Resurfacing Project, Avenida Luna, Camino Del Oro, and Gem Lane

Alternate Bid Schedule 2: Canyonwood Drive and Washington Street

WMWD has concurred with the bid prices for Alternate Bid Schedule 1, as bid by the low bidder. The cost of this work will be funded by the WMWD per an agreement between the County of Riverside and WMWD.

The construction duration set for this project is 50 working days, and construction is anticipated to be completed by early 2015.

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 Numbers: C1-0494, C1-0547, C1-0549, and C2-0153

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Cajalco Road and Ramona Expressway Resurfacing Project, Lake Mathews and Mead Valley Areas, and Camino Del Sol Area-Group 2 Resurfacing Project, Woodcrest Area. 1<sup>st</sup>/1<sup>st</sup> and 5<sup>th</sup>/5<sup>th</sup> Districts; [\$1,516,035]; 100% Local Funds

**DATE:** October 23, 2014

**PAGE:** 3 of 3

**Impact on Residents and Businesses**

The project improvements will benefit the areas by significantly improving the existing infrastructure.

The work will be phased to keep the roads open during construction.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The contract is recommended to be awarded to R.J. Noble Company for the total amount of \$1,516,035. The project is funded with Proposition 1B (State bond funds – Local Roads) and Measure A – Western funds.

There are no General Funds used in this project.

**Contract History and Price Reasonableness**

N/A

**Form 11 Attachment**

**Contract/Lease/Purchase Summary Data**

**Contract (for Services)**

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

**Lease**

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

**Purchase (for Materials)**

- Sole Source
- Other than Low Bid
- Change Order

**Selection Committee Member Names (RFP's Only)**

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

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

Status:  M  W  DV  None

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

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

Local Preference FYTD: Cost \$ # of Orders

**Applicable Board Policy #**

**Comments:**

**RFQ/RFP Process:**

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

**Bidding Process:**

Bid Range: \$ 1,516,035.50 to \$ 1,765,000.00  
Local Bid Range: N/A  
Responsive and Responsible Bid Range: \$ 1,516,035.50 to \$ 1,765,000.00

**Contract/Lease Renewals Only**

Existing Agreement Items

Proposed Agreement Items

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

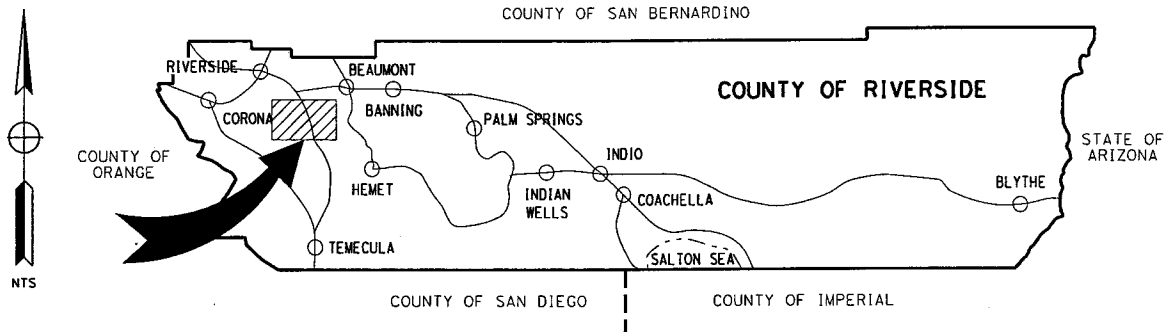
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**NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT**

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

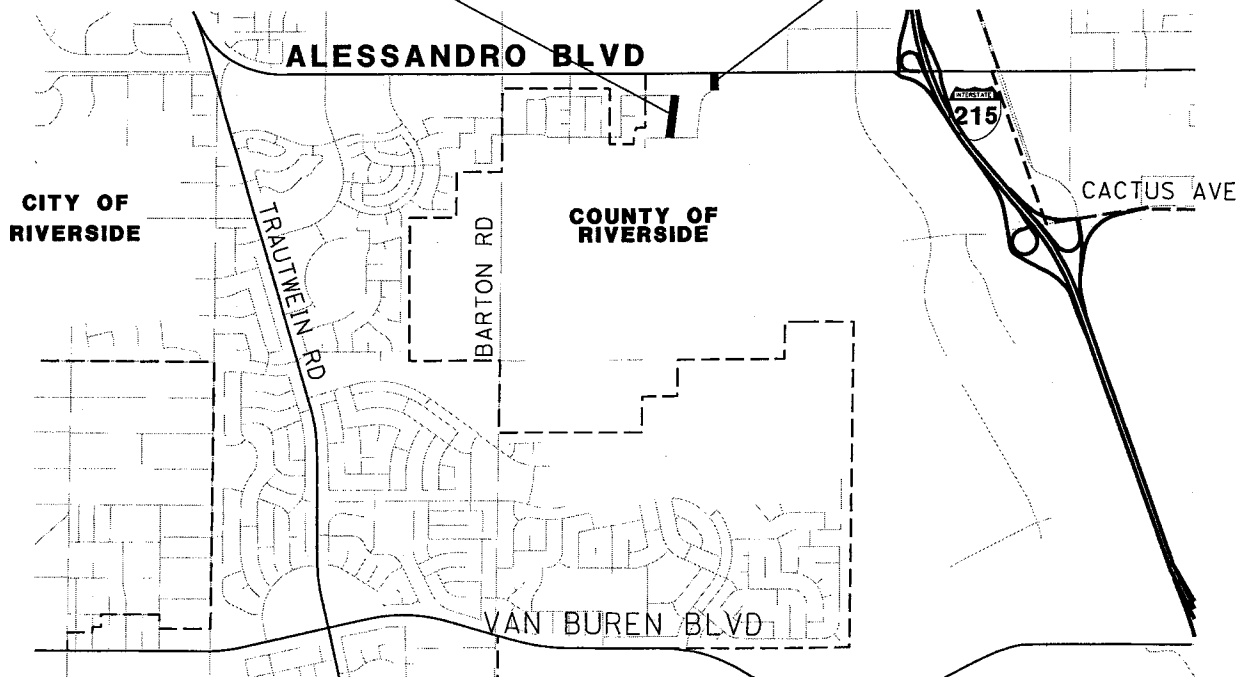
Camino Del Sol Area-Group 2 Resurfacing Project  
Avenida Luna, Camino Del Oro & Gem Lane  
Woodcrest Area

Project Nos. C1-0494, C1-0547, C1-0549 and C2-0153



**AVENIDA LUNA**  
RECONSTRUCT 790 LF  
T3SR4W SEC 16

**CAMINO DEL ORO/GEM LN**  
RECONSTRUCT 275 LF  
T3SR4W SEC 16

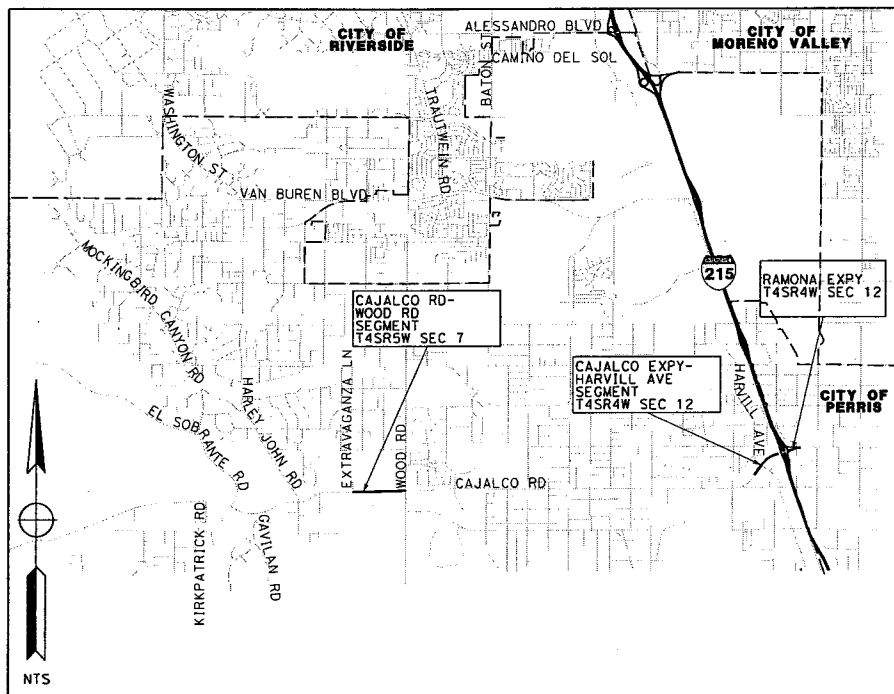
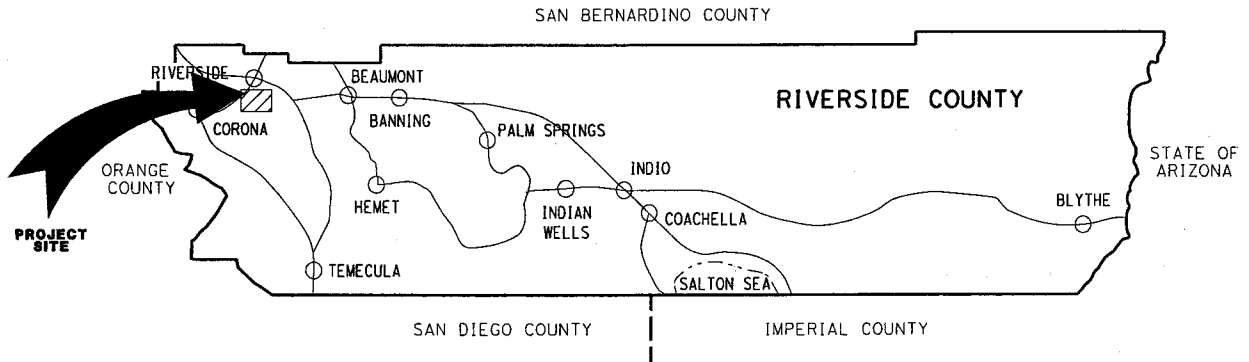


VICINITY MAP

**C O U N T Y   O F   R I V E R S I D E**  
**T R A N S P O R T A T I O N   D E P A R T M E N T**

**Cajalco Road & Ramona Expy Resurfacing Project**  
**Lake Mathews and Mead Valley Areas**

**Project Nos. C1-0494, C1-0547, C1-0549 and C2-0153**



**VICINITY MAP**

TOWNSHIP 4S RANGE 5W SECTION 7  
 COUNTY ROAD BOOK PAGE No. 57  
 TOWNSHIP 4S RANGE 4W SECTION 12  
 COUNTY ROAD BOOK PAGE No. 58

# Attachment "A"

Riverside County Transportation Department

Project: CAJALCO ROAD & RAMONA EXPY RESURFACING PROJECT

Segment 1 - Extravaganza Ln to Wood Rd C1-0494

Segment 2 - Harvill Ave to I-215 RR bridge C1-0547

Segment 3 - I-215 bridge to Patterson Ave C1-0549

Project No.(s): C1-0494, C1-0547, C1-0549

Expenses as of: 9/26/2014

## Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	1,182		2,000	3,000	2,000
Design	279,614	1,000	281,000	198,000	281,000
Right-of-way					
Utilities					
Construction		1,244,892.50			
Construction Contingency 10.0%		124,489	1,370,000	1,405,000	1,370,000
Construction Engineering & Inspection	6,387	210,000	217,000	217,000	217,000
Construction Survey	1,083	72,000	74,000	74,000	74,000
<b>Totals:</b>	<b>288,266</b>	<b>1,652,382</b>	<b>1,944,000</b>	<b>1,897,000</b>	<b>1,944,000</b>

## Project Funding

Code	Name	Existing Budget	Proposed Budget
215	Proposition 1B (State bond funds- Local Roads)	1,897,000	1,940,250
844	Western Municipal Water District		3,750
<b>Totals</b>		<b>1,897,000</b>	<b>1,944,000</b>

## Comments

Updated with RJ Noble Co unit costs from 8-27-14 bid.

# Attachment "A"

Riverside County Transportation Department  
Updated with RJ Noble costs dated 8-28-14

Project: **Avenida Luna - Camino Del Sol to Avenida Hacienda**  
**Camino Del Oro - Camino Del Oro to Gem Lane**  
**Gem Lane - W'ly Gem Ln to Alessandro Blvd**  
**Canyonwood Dr & Washington St**

Project No.(s): **C2-0153**

Expenses as of: 7/18/2014

### Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental				1,000	
Design	15,451	1,000	17,000	46,000	17,000
Right-of-way					
Utilities					
Construction		271,143	299,000	435,000	299,000
Construction Contingency 10.0%		27,114			
Construction Engineering & Inspection	2,010	43,000	46,000	65,000	46,000
Construction Survey		18,000	18,000	27,000	18,000
<b>Totals:</b>	<b>17,461</b>	<b>360,257</b>	<b>380,000</b>	<b>574,000</b>	<b>380,000</b>

### Project Funding

Code	Name	Existing Budget	Proposed Budget
300	Measure A/Western	160,000	380,000
999	Unfunded	414,000	
<b>Totals</b>		<b>574,000</b>	<b>380,000</b>

### Comments



**Riverside County Transportation Department  
Summary of Bids**

Advertised: August 5, 2014 (Agenda Item: 3.43)  
Addenda: None  
Bids Open: 2 pm Date: Wednesday, August 27, 2014

**PROJECT: Cajalco Road & Ramona Expy Resurfacing Project  
Lake Mathews and Mead Valley Areas, and  
Camino Del Sol Area - Group 2 Resurfacing Project  
Avenida Luna, Camino Del Oro & Gem Lane  
Woodcrest Area**

**PROJECT Nos. C1-0494, C1-0547, C1-0549 and C2-0153**

BASE BID SCHEDULE 1 - CAJALCO ROAD & RAMONA EXPY RESURFACING PROJECT		COUNTY'S ESTIMATE				R.J. Noble Company Orange, CA 92856		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	4,200.00	4,200.00	3,000.00	3,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	6,000.00	6,000.00	8,000.00	8,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	50,000.00	50,000.00	27,000.00	27,000.00
4	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	6,000.00	6,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	7,500.00	7,500.00
6	220101	FINISHING ROADWAY	LS	1	5,000.00	5,000.00	20,000.00	20,000.00
7	190185	SHOULDER BACKING	LF	7,500	2.00	15,000.00	1.65	12,375.00
8	066162	REPAIR SLOPE	LS	1	11,500.00	11,500.00	5,000.00	5,000.00
9	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	32,200	4.00	128,800.00	4.85	156,170.00
10	390130	HOT MIX ASPHALT [Type A and C]	TON	12,200	70.00	854,000.00	63.50	774,700.00
11	393001	PAVEMENT REINFORCING FABRIC	SQYD	9,700	3.00	29,100.00	2.50	24,250.00
12	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	100	25.00	2,500.00	24.00	2,400.00
13	394001	PLACE ASPHALT CONCRETE DIKE	LF	1,100	3.50	3,850.00	4.20	4,620.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	1,250.00	3,750.00	1,625.00	4,875.00
15	377501	SLURRY SEAL [Type 2]	SQYD	2,000	2.00	4,000.00	8.10	16,200.00
16	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	50	25.00	1,250.00	77.00	3,850.00
17	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	30	25.00	750.00	180.00	5,400.00
18	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	4	3,500.00	14,000.00	8,000.00	32,000.00
19	731521	MINOR CONCRETE (SIDEWALK)	SQFT	250	20.00	5,000.00	14.40	3,600.00
20	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	600	20.00	12,000.00	27.75	16,650.00
21	066143	REMOVE TRAFFIC STRIPING	LF	150	2.00	300.00	2.60	390.00
22	566011	ROADSIDE SIGN - ONE POST	EA	2	500.00	1,000.00	287.50	575.00
23	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,250	6.00	7,500.00	2.85	3,562.50
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	22,500	0.50	11,250.00	0.30	6,750.00
25	850102	PAVEMENT MARKER (REFLECTIVE)	EA	500	3.50	1,750.00	3.25	1,625.00
26	860811	DETECTOR LOOP	EA	37	500.00	18,500.00	200.00	7,400.00
27	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	88,000.00	88,000.00	88,000.00	88,000.00
<b>SUB-TOTAL, ITEMS 1 - 27</b>						<b>1,287,000.00</b>		<b>1,241,892.50</b>

**ALTERNATE BID SCHEDULE 1 - ADJUST SEWER MANHOLE TO GRADE, WMWD, CAJALCO ROAD RESURFACING PROJECT**

28	152440	ADJUST MANHOLE TO GRADE	EA	2	1,500.00	3,000.00	1,500.00	3,000.00
<b>SUB-TOTAL, ITEM 28</b>						<b>3,000.00</b>		<b>3,000.00</b>

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Cajalco Road & Ramona Expy Resurfacing Project  
Lake Mathews and Mead Valley Areas, and  
Camino Del Sol Area - Group 2 Resurfacing Project  
Avenida Luna, Camino Del Oro & Gem Lane  
Woodcrest Area**

Advertised: August 5, 2014 (Agenda Item: 3.43)  
Addenda: None  
Bids Open: 2 pm Date: Wednesday, August 27, 2014

**PROJECT Nos. C1-0494, C1-0547, C1-0549 and C2-0153**

BASE BID SCHEDULE 2 CAMINO DEL SOL AREA- GROUP 2 RESURFACING PROJECT: AVENIDA LUNA, CAMINO DEL ORO & GEM LANE		COUNTY'S ESTIMATE			R.J. Noble Company Orange, CA 92856			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
29	066102	DUST ABATEMENT	LS	1	3,000.00	3,000.00	1,000.00	1,000.00
30	074020	WATER POLLUTION CONTROL	LS	1	3,800.00	3,800.00	1,500.00	1,500.00
31	120100	TRAFFIC CONTROL SYSTEM	LS	1	8,000.00	8,000.00	1,000.00	1,000.00
32	160101	CLEARING AND GRUBBING	LS	1	3,000.00	3,000.00	1,000.00	1,000.00
33	170101	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00	2,800.00	2,800.00
34	150662	REMOVE METAL BEAM GUARD RAILING	LF	30	10.00	300.00	83.00	2,490.00
35	153114	COLD PLANE ASPHALT CONCRETE PAVEMENT (.20' MAXIMUM)	SQYD	3,100	5.00	15,500.00	1.75	5,425.00
36	011506	WEDGE PLANE ASPHALT CONCRETE	LF	1,400	2.00	2,800.00	1.05	1,470.00
37	190101	ROADWAY EXCAVATION	CY	1,050	40.00	42,000.00	37.00	38,850.00
38	260201	CLASS 2 AGGREGATE BASE	CY	510	50.00	25,500.00	21.00	10,710.00
39	390130	HOT MIX ASPHALT	TON	1,180	75.00	88,500.00	64.00	75,520.00
40	290201	ASPHALT TREATED PERMEABLE BASE	CY	260	150.00	39,000.00	112.00	29,120.00
41	394001	PLACE ASPHALT CONCRETE DIKE	LF	1,600	15.00	24,000.00	2.65	4,240.00
42	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	1,530	30.00	45,900.00	23.00	35,190.00
43	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	50	30.00	1,500.00	18.50	925.00
44	850102	PAVEMENT MARKER (REFLECTIVE)	EA	4	50.00	200.00	12.00	48.00
45	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	25,000.00	25,000.00	25,000.00	25,000.00
<b>SUB-TOTAL, ITEMS 29 - 45</b>						<b>330,000.00</b>		<b>236,288.00</b>

**ALTERNATE BID SCHEDULE 2 - CANYONWOOD DRIVE AND WASHINGTON STREET**

46	190101	ROADWAY EXCAVATION	CY	60	40.00	2,400.00	108.00	6,480.00
47	260201	CLASS 2 AGGREGATE BASE	CY	30	50.00	1,500.00	128.00	3,840.00
48	390130	HOT MIX ASPHALT	TON	30	75.00	2,250.00	113.00	3,390.00
49	290201	ASPHALT TREATED PERMEABLE BASE	CY	20	150.00	3,000.00	203.00	4,060.00
50	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	500	19.00	9,500.00	12.00	6,000.00
51	731521	MINOR CONCRETE (SIDEWALK)	SQFT	55	10.00	550.00	12.00	660.00
52	719530	CURB DRAIN	EA	3	600.00	1,800.00	100.00	300.00
53	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	300	30.00	9,000.00	33.75	10,125.00
<b>SUB-TOTAL, ITEMS 46 - 53</b>						<b>30,000.00</b>		<b>34,855.00</b>

**BASE BID SCHEDULE 1 + ALTERNATE 1 + BASE BID SCHEDULE 2 + ALTERNATE 2**

<b>PROJECT TOTAL, ITEMS 1 - 53</b>						<b>1,650,000.00</b>		<b>1,516,035.50</b>
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**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Cajalco Road & Ramona Expy Resurfacing Project**  
 Lake Mathews and Mead Valley Areas, and  
 Camino Del Sol Area - Group 2 Resurfacing Project  
 Avenida Luna, Camino Del Oro & Gem Lane  
 Woodcrest Area  
**PROJECT Nos. C1-0494, C1-0547, C1-0549 and C2-0153**

Advertised: August 5, 2014 (Agenda Item: 3.43)  
 Addenda: None  
 Bids Open: 2 pm Date: Wednesday, August 27, 2014

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
<b>BASE BID SCHEDULE 1 - CAJALCO ROAD &amp; RAMONA EXPY RESURFACING PROJECT</b>								
1	066102	DUST ABATEMENT	LS	1	2,700.00	2,700.00	8,172.00	8,172.00
2	074020	WATER POLLUTION CONTROL	LS	1	3,600.00	3,600.00	8,000.00	8,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	67,500.00	67,500.00	123,000.00	123,000.00
4	160101	CLEARING AND GRUBBING	LS	1	1,600.00	1,600.00	37,000.00	37,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	2,100.00	2,100.00	1,000.00	1,000.00
6	220101	FINISHING ROADWAY	LS	1	3,200.00	3,200.00	8,000.00	8,000.00
7	190185	SHOULDER BACKING	LF	7,500	1.38	10,350.00	1.50	11,250.00
8	066162	REPAIR SLOPE	LS	1	4,600.00	4,600.00	20,000.00	20,000.00
9	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	32,200	2.36	75,992.00	4.65	149,730.00
10	390130	HOT MIX ASPHALT [Type A and C]	TON	12,200	72.50	884,500.00	66.00	805,200.00
11	393001	PAVEMENT REINFORCING FABRIC	SQYD	9,700	2.25	21,825.00	3.00	29,100.00
12	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	100	68.00	6,800.00	50.00	5,000.00
13	394001	PLACE ASPHALT CONCRETE DIKE	LF	1,100	3.15	3,465.00	5.50	6,050.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	4,100.00	12,300.00	1,000.00	3,000.00
15	377501	SLURRY SEAL [Type 2]	SQYD	2,000	3.15	6,300.00	8.00	16,000.00
16	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	50	93.00	4,650.00	70.00	3,500.00
17	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	30	50.00	1,500.00	60.00	1,800.00
18	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	4	4,100.00	16,400.00	37.00	148.00
19	731521	MINOR CONCRETE (SIDEWALK)	SQFT	250	9.90	2,475.00	11.00	2,750.00
20	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	600	24.00	14,400.00	45.00	27,000.00
21	066143	REMOVE TRAFFIC STRIPING	LF	150	5.78	867.00	6.00	900.00
22	566011	ROADSIDE SIGN - ONE POST	EA	2	262.00	524.00	300.00	600.00
23	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,250	2.00	2,500.00	2.00	2,500.00
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	22,500	0.42	9,450.00	0.44	9,900.00
25	850102	PAVEMENT MARKER (REFLECTIVE)	EA	500	3.10	1,550.00	4.00	2,000.00
26	860811	DETECTOR LOOP	EA	37	300.00	11,100.00	200.00	7,400.00
27	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	88,000.00	88,000.00	88,000.00	88,000.00
<b>SUB-TOTAL, ITEMS 1 - 27</b>						<b>1,260,248.00</b>		<b>1,377,000.00</b>

**ALTERNATE BID SCHEDULE 1 - ADJUST SEWER MANHOLE TO GRADE, WMWD, CAJALCO ROAD RESURFACING PROJECT**

28	152440	ADJUST MANHOLE TO GRADE	EA	2	1,100.00	2,200.00	2,000.00	4,000.00
<b>SUB-TOTAL, ITEM 28</b>						<b>2,200.00</b>		<b>4,000.00</b>

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Cajalco Road & Ramona Expy Resurfacing Project  
Lake Mathews and Mead Valley Areas, and  
Camino Del Sol Area - Group 2 Resurfacing Project  
Avenida Luna, Camino Del Oro & Gem Lane  
Woodcrest Area**

Advertised: August 5, 2014 (Agenda Item: 3.43)  
Addenda: None  
Bids Open: 2 pm Date: Wednesday, August 27, 2014

PROJECT Nos. C1-0494, C1-0547, C1-0549 and C2-0153

BASE BID SCHEDULE 2 CAMINO DEL SOL AREA- GROUP 2 RESURFACING PROJECT: AVENIDA LUNA, CAMINO DEL ORO & GEM LANE		2		3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
29	066102	DUST ABATEMENT	LS	1	1,400.00	1,400.00	3,004.00	3,004.00
30	074020	WATER POLLUTION CONTROL	LS	1	2,100.00	2,100.00	2,000.00	2,000.00
31	120100	TRAFFIC CONTROL SYSTEM	LS	1	7,000.00	7,000.00	18,000.00	18,000.00
32	160101	CLEARING AND GRUBBING	LS	1	2,200.00	2,200.00	4,000.00	4,000.00
33	170101	DEVELOP WATER SUPPLY	LS	1	600.00	600.00	1,000.00	1,000.00
34	150662	REMOVE METAL BEAM GUARD RAILING	LF	30	105.00	3,150.00	150.00	4,500.00
35	153114	COLD PLANE ASPHALT CONCRETE PAVEMENT (.20' MAXIMUM)	SQYD	3,100	3.50	10,850.00	2.50	7,750.00
36	011506	WEDGE PLANE ASPHALT CONCRETE	LF	1,400	2.50	3,500.00	2.50	3,500.00
37	190101	ROADWAY EXCAVATION	CY	1,050	30.00	31,500.00	37.00	38,850.00
38	260201	CLASS 2 AGGREGATE BASE	CY	510	39.00	19,890.00	60.00	30,600.00
39	390130	HOT MIX ASPHALT	TON	1,180	70.00	82,600.00	66.00	77,880.00
40	290201	ASPHALT TREATED PERMEABLE BASE	CY	260	222.00	57,720.00	150.00	39,000.00
41	394001	PLACE ASPHALT CONCRETE DIKE	LF	1,600	3.15	5,040.00	5.50	8,800.00
42	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	1,530	24.00	36,720.00	45.00	68,850.00
43	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	50	2.00	100.00	5.00	250.00
44	850102	PAVEMENT MARKER (REFLECTIVE)	EA	4	4.00	16.00	4.00	16.00
45	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	25,000.00	25,000.00	25,000.00	25,000.00
<b>SUB-TOTAL, ITEMS 29 - 45</b>						<b>289,386.00</b>		<b>333,000.00</b>

ALTERNATE BID SCHEDULE 2 - CANYONWOOD DRIVE AND WASHINGTON STREET								
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
46	190101	ROADWAY EXCAVATION	CY	60	151.00	9,060.00	100.00	6,000.00
47	260201	CLASS 2 AGGREGATE BASE	CY	30	84.00	2,520.00	100.00	3,000.00
48	390130	HOT MIX ASPHALT	TON	30	250.00	7,500.00	200.00	6,000.00
49	290201	ASPHALT TREATED PERMEABLE BASE	CY	20	400.00	8,000.00	500.00	10,000.00
50	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	500	13.00	6,500.00	15.00	7,500.00
51	731521	MINOR CONCRETE (SIDEWALK)	SQFT	55	17.00	935.00	20.00	1,100.00
52	719530	CURB DRAIN	EA	3	4,100.00	12,300.00	1,300.00	3,900.00
53	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	300	24.00	7,200.00	45.00	13,500.00
<b>SUB-TOTAL, ITEMS 46 - 53</b>						<b>54,015.00</b>		<b>51,000.00</b>

BASE BID SCHEDULE 1 + ALTERNATE 1 + BASE BID SCHEDULE 2 + ALTERNATE 2								
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
<b>PROJECT TOTAL, ITEMS 1 - 53</b>						<b>1,605,849.00</b>		<b>1,765,000.00</b>

## 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 **R.J. Noble Company**, hereafter called "Contractor".

### WITNESSETH

#### Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Cajalco Road and Ramona Expy Resurfacing Project, Lake Mathews and Mead Valley Areas; and Camino Del Sol Area-Group 2 Resurfacing Project, Avenida Luna, Camino Del Oro and Gem Lane, Woodcrest Area, Project Nos. C1-0494, C1-0547, C1-0549 and C2-0153**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

#### Agreement:

It is agreed by the parties as follows:

##### 1. Contract Documents

The entire Contract consists of the following: (a) The 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.

**Cajalco Road & Ramona Expy Resurfacing Project  
Lake Mathews and Mead Valley Areas  
and  
Camino Del Sol Area-Group 2 Resurfacing Project  
Avenida Luna, Camino Del Oro & Gem Lane  
Woodcrest Area  
Project Nos. C1-0494, C1-0547, C1-0549 and C2-0153**

**Contract**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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**BASE BID SCHEDULE 1 – CAJALCO ROAD AND RAMONA EXPY RESURFACING PROJECT**

1	066102	DUST ABATEMENT	LS	1	3,000.00	3,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	8,000.00	8,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	27,000.00	27,000.00
4	160101	CLEARING AND GRUBBING	LS	1	6,000.00	6,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	7,500.00	7,500.00
6	220101	FINISHING ROADWAY	LS	1	20,000.00	20,000.00
7	190185	SHOULDER BACKING	LF	7,500	1.65	12,375.00
8	066162	REPAIR SLOPE	LS	1	5,000.00	5,000.00
9	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	32,200	4.85	156,170.00
10	390130	HOT MIX ASPHALT [Type A and C]	TON	12,200	63.50	774,700.00
11	393001	PAVEMENT REINFORCING FABRIC	SQYD	9,700	2.50	24,250.00
12	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	100	24.00	2,400.00
13	394001	PLACE ASPHALT CONCRETE DIKE	LF	1,100	4.20	4,620.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	1,625.00	4,875.00
15	377501	SLURRY SEAL [Type 2]	SQYD	2,000	8.10	16,200.00
16	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	50	77.00	3,850.00
17	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	30	180.00	5,400.00
18	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	4	8,000.00	32,000.00
19	731521	MINOR CONCRETE (SIDEWALK)	SQFT	250	14.40	3,600.00
20	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	600	27.75	16,650.00
21	066143	REMOVE TRAFFIC STRIPING	LF	150	2.60	390.00
22	566011	ROADSIDE SIGN - ONE POST	EA	2	287.50	575.00
23	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,250	2.85	3,562.50
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	22,500	0.30	6,750.00

**Contract (Continued)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID SCHEDULE 1 – CAJALCO ROAD AND RAMONA EXPY RESURFACING PROJECT</b>						
25	850102	PAVEMENT MARKER (REFLECTIVE)	EA	500	3.25	1,625.00
26	860811	DETECTOR LOOP	EA	37	200.00	7,400.00
27	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	88,000.00	88,000.00

BASE BID SCHEDULE 1:

One million, two hundred forty one thousand, eight hundred ninety two  
dollars and fifty cents

**\$1,241,892.50**

ITEMS 1-27 "WORDS"

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>ALTERNATE BID SCHEDULE 1 – ADJUST SEWER MANHOLE TO GRADE, WMWD, CAJALCO ROAD RESURFACING PROJECT</b>						
28	152440	ADJUST MANHOLE TO GRADE	EA	2	1,500.00	3,000.00

ALTERNATE BID SCHEDULE 1:

ITEM 28 Three thousand dollars and zero cents

**\$ 3,000.00**

"WORDS"

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID SCHEDULE 2 – CAMINO DEL SOL AREA-GROUP 2 RESURFACING PROJECT</b>						
29	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00
30	074020	WATER POLLUTION CONTROL	LS	1	1,500.00	1,500.00
31	120100	TRAFFIC CONTROL SYSTEM	LS	1	1,000.00	1,000.00
32	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00
33	170101	DEVELOP WATER SUPPLY	LS	1	2,800.00	2,800.00
34	150662	REMOVE METAL BEAM GUARD RAILING	LF	30	83.00	2,490.00
35	153114	COLD PLANE ASPHALT CONCRETE PAVEMENT (.20' MAXIMUM)	SQYD	3,100	1.75	5,425.00
36	011506	WEDGE PLANE ASPHALT CONCRETE	LF	1,400	1.05	1,470.00
37	190101	ROADWAY EXCAVATION	CY	1,050	37.00	38,850.00
38	260201	CLASS 2 AGGREGATE BASE	CY	510	21.00	10,710.00



**Contract (Continued)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID SCHEDULE 2 – CAMINO DEL SOL AREA-GROUP 2 RESURFACING PROJECT</b>						
39	390130	HOT MIX ASPHALT	TON	1,180	64.00	75,520.00
40	290201	ASPHALT TREATED PERMEABLE BASE	CY	260	112.00	29,120.00
41	394001	PLACE ASPHALT CONCRETE DIKE	LF	1,600	2.65	4,240.00
42	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	1,530	23.00	35,190.00
43	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	50	18.50	925.00
44	850102	PAVEMENT MARKER (REFLECTIVE)	EA	4	12.00	48.00
45	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	25,000.00	25,000.00

BASE BID SCHEDULE 2:

Two hundred thirty six thousand, two hundred eighty eight dollars and

zero cents

**\$236,288.00**

ITEMS 29-45

"WORDS"

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>ALTERNATE BID SCHEDULE 2 – CANYONWOOD DRIVE AND WASHINGTON STREET</b>						
46	190101	ROADWAY EXCAVATION	CY	60	108.00	6,480.00
47	260201	CLASS 2 AGGREGATE BASE	CY	30	128.00	3,840.00
48	390130	HOT MIX ASPHALT	TON	30	113.00	3,390.00
49	290201	ASPHALT TREATED PERMEABLE BASE	CY	20	203.00	4,060.00
50	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	500	12.00	6,000.00
51	731521	MINOR CONCRETE (SIDEWALK)	SQFT	55	12.00	660.00
52	719530	CURB DRAIN	EA	3	100.00	300.00
53	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	300	33.75	10,125.00

ALTERNATE BID SCHEDULE 2:

ITEMS 46-53 Thirty four thousand, eight hundred fifty five dollars and zero cents

**\$ 34,855.00**

"WORDS"

PROJECT TOTAL:

One million, five hundred sixteen thousand, thirty five dollars and fifty

ITEMS 1-53

cents

**\$1,516,035.50**


"WORDS"

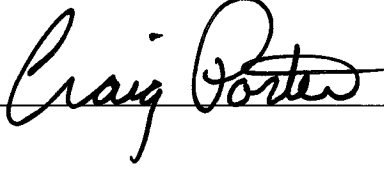
**Cajalco Road & Ramona Expy Resurfacing Project  
Lake Mathews and Mead Valley Areas  
and  
Camino Del Sol Area-Group 2 Resurfacing Project  
Avenida Luna, Camino Del Oro & Gem Lane  
Woodcrest Area  
Project Nos. C1-0494, C1-0547, C1-0549 and C2-0153**

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

**COUNTY OF RIVERSIDE**

**R.J. NOBLE COMPANY**

BY:   
**JEFF STONE**  
Chairman, Board of Supervisors

BY: X 

DATED: NOV 24 2014

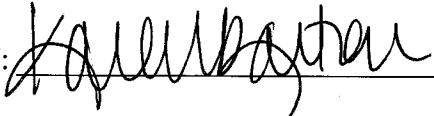
TITLE: CRAIG PORTER, VICE PRESIDENT  
(If Corporation, affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

X 

BY:   
Deputy

TITLE: STEVE MENDOZA, SECRETARY

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

License No. 782908 CLASS A & C-12

FORM APPROVED COUNTY COUNSEL  
BY:  11/10/14  
MARSHAL VICTOR DATE

Federal Employer Identification Number:  
33-0866299

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

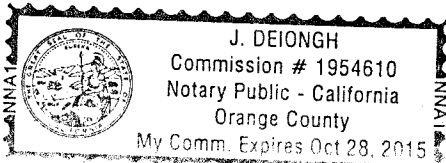
State of California

County of Orange

On 09/22/14 before me, J. DeLongh, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared CRAIG PORTER  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

Corporate Officer -- Title(s): \_\_\_\_\_  Corporate Officer -- Title(s): \_\_\_\_\_

Individual  Individual

Partner --  Limited  General  Partner --  Limited  General

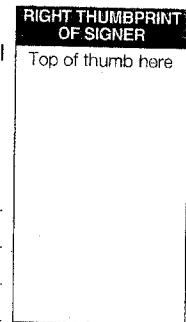
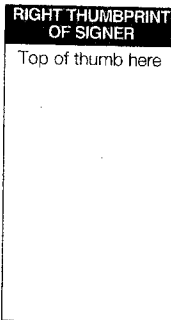
Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

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

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



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

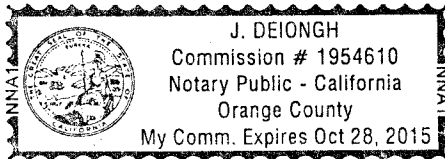
On 09/22/14 before me, J. DeLongh, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Steve Mendoza

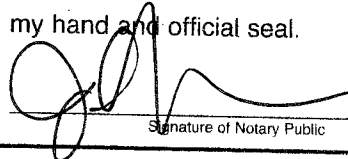
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature: 

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

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

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

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

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

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

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

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

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

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

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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

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

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


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

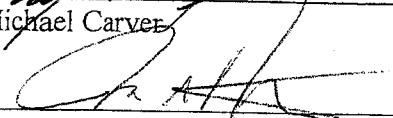
**RESOLVED FURTHER**, that the officers of this corporation who are currently authorized to enter into and execute such contracts and/obligations are the following:


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


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

**SIGNATURES OF ALL DIRECTORS:**

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

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

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

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

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

## Performance Bond

**Recitals:**

1. **R.J. Noble Company** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Cajalco Road and Ramona Expy Resurfacing Project, Lake Mathews and Mead Valley Areas; and Camino Del Sol Area-Group 2 Resurfacing Project, Avenida Luna, Camino Del Oro and Gem Lane, Woodcrest Area, Project Nos. C1-0494, C1-0547, C1-0549 and C2-0153.**
  
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 **\$1,516,035.50 (One million, five hundred sixteen thousand, thirty five 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 R.J. Noble Company, as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$1,516,035.50 (One million, five hundred sixteen thousand, thirty five 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 Cajalco Road and Ramona Expy Resurfacing Project, Lake Mathews and Mead Valley Areas; and Camino Del Sol Area-Group 2 Resurfacing Project, Avenida Luna, Camino Del Oro and Gem Lane, Woodcrest Area, Project Nos. C1-0494, C1-0547, C1-0549 and C2-0153.

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).**

**Performance Bond**

**Recitals:**

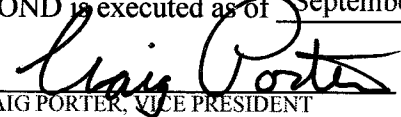
1. **R.J. Noble Company** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Cajalco Road and Ramona Expy Resurfacing Project, Lake Mathews and Mead Valley Areas; and Camino Del Sol Area-Group 2 Resurfacing Project, Avenida Luna, Camino Del Oro and Gem Lane, Woodcrest Area, Project Nos. C1-0494, C1-0547, C1-0549 and C2-0153.**
2. Western Surety Company \_\_\_\_\_, a South Dakota \_\_\_\_\_ 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 **\$1,516,035.50 (One million, five hundred sixteen thousand, thirty five 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 September 17, 2014 \_\_\_\_\_.

By X   
CRAIG PORTER, VICE PRESIDENT

By X \_\_\_\_\_  


By X   
STEVE MENDOZA,

Type Name James Scott Salandi,  
Its Attorney in Fact  
"Surety"

Title R.J. NOBLE COMPANY  
"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**

CIVIL CODE § 1189

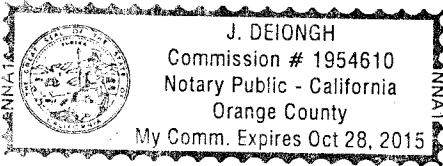
State of California

County of Orange

On 09/22/14 before me, J. DeLongh, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared CRAIG PORTER  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

Corporate Officer -- Title(s): \_\_\_\_\_  Corporate Officer -- Title(s): \_\_\_\_\_

Individual  Individual

Partner --  Limited  General  Partner --  Limited  General

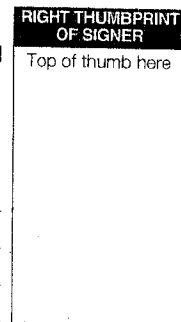
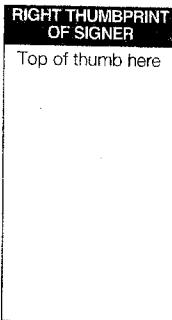
Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

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

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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Orange

On 09/22/14 before me, J. DeLongh, Notary Public

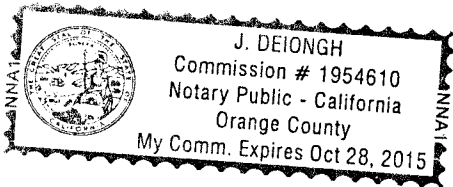
Date

Here Insert Name and Title of the Officer

personally appeared Steve Mendoza

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

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

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

Corporate Officer -- Title(s): \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Individual

Individual

Partner --  Limited  General

Partner --  Limited  General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

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

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

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

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

**ACKNOWLEDGMENT**

State of California  
County of Orange

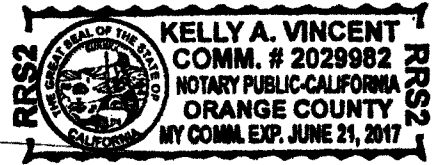
On September 17, 2014 before me, Kelly A. Vincent, a Notary Public  
(insert name and title of the officer)

personally appeared James Scott Salandi, Attorney-in-Fact,  
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 *Kelly A. Vincent* (Seal)



THOMAS A. WELLS  
COMM. & SHERIFF  
GRAND COUNTY  
MONTANA





- Company Profile
- Company Search
- 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**

**WESTERN SURETY COMPANY**  
**P.O. BOX 5077**  
**SIOUX FALLS, SD 57117-5077**

**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 #:	13188
California Company ID #:	0761-7
Date Authorized in California:	07/29/1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

**back to top**

**NAIC Group List**

NAIC Group #: 0218 CNA INS 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.

LIABILITY

SURETY

**back to top**

**Payment Bond**

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

The makers of this Bond are **R.J. Noble Company**, as Principal and Original Contractor and Western Surety Company, a South Dakota \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$1,516,035.50 (One million, five hundred sixteen thousand, thirty five 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 **Cajalco Road and Ramona Expy Resurfacing Project, Lake Mathews and Mead Valley Areas; and Camino Del Sol Area-Group 2 Resurfacing Project, Avenida Luna, Camino Del Oro and Gem Lane, Woodcrest Area, Project Nos. C1-0494, C1-0547, C1-0549 and C2-0153.**

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.

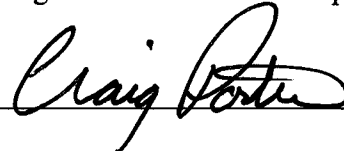
Dated: September 17, 2014

R.J. NOBLE COMPANY

Original Contractor – Principal

Western Surety Company

Surety

By X 

By X 

James Scott Salandi,  
Its Attorney In Fact

Title CRAIG PORTER, VICE PRESIDENT

(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).**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Orange

On 09/22/14

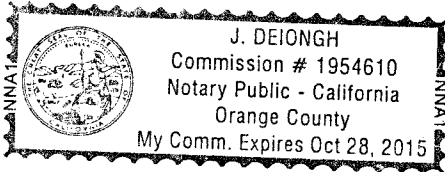
Date

before me, J. Delongh, Notary Public

Here Insert Name and Title of the Officer

personally appeared CRAIG PORTER

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

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

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

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

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

Corporate Officer -- Title(s): \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Individual

Individual

Partner --  Limited  General

Partner --  Limited  General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

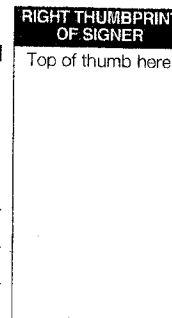
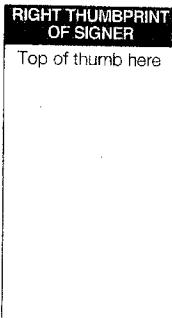
Guardian or Conservator

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

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

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

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



**ACKNOWLEDGMENT**

State of California  
County of Orange )

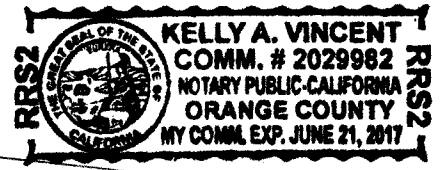
On September 17, 2014 before me, Kelly A. Vincent, a Notary Public  
(insert name and title of the officer)

personally appeared James Scott Salandi, Attorney-in-Fact,  
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 *Kelly A. Vincent* (Seal)





MAILED SEP 20 1951  
ORANGE COUNTY  
CALIFORNIA  
COMM. # 598885  
KELLY A. ANCENT

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James Scott Salandi, Leonard Ziminsky, David Jacobson, Individually**

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of July, 2014.



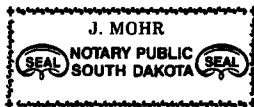
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of July, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17 day of September, 2014.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



- Company Profile
- Company Search
- 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**

**WESTERN SURETY COMPANY**  
**P.O. BOX 5077**  
**SIOUX FALLS, SD 57117-5077**

**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 #:	13188
California Company ID #:	0761-7
Date Authorized in California:	07/29/1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

**back to top**

**NAIC Group List**

NAIC Group #: 0218 CNA INS 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.

- LIABILITY
- SURETY

**back to top**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2014

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

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

PRODUCER Patriot Risk & Insurance Services 8105 Irvine Center Drive #400 Irvine, CA 92618  www.patrisk.com                      0G55454	CONTACT NAME:	
	PHONE (A/C No. Ext): (949) 486-7900	FAX (A/C No.): (949) 486-7950
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : American Guarantee and Liability Insurance Company		26247
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES                      CERTIFICATE NUMBER: 21762741                      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		GLO017436600	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>		BAP017436700	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			AUC017437200 Policy Follows Form Over Underlying General Liab.	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A	WC017436300 No Deductible for Workers Compensation	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: RJN #91476 / Cajalco Road & Ramona Expy Resurfacing Prjt, Lake Mathews & Mead Valley Areas & Camino Del Sol Area -Group 2 Resurfacing Project, Avenida Luna, Camino Del Oro & Gem Lane Woodcrest Area / Prjt No's. C1-0494, C1-0547, C1-0549 & C2-0153 County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives are named as Additional Insured, includes Primary and Non-contributory as respects to General Liability per endorsement attached where required by written contract.30 days notice of cancellation, 10 days for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

County of Riverside  
Transportation Department  
Attn: Contract/Bidding Unit  
3525 14th Street  
Riverside CA 92501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leonard E. Ziminsky

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ACORD 25 (2014/01)

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ZURICH®

# Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO017436600	7/1/2014	7/1/2015	7/1/2014			

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

**Named Insured:** R. J. Noble Company, Inc.

**Address (Including ZIP Code):**

15505 Lincoln Avenue  
Orange CA 92856-9020

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Covered Operations
County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives	

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule above, whom you are required to add as an additional insured on this policy under a written contract or written agreement.

However, if you have entered into a construction contract or construction agreement with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

**B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability, 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,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement at the Location designated and described in the Schedule above.

**C. However, regardless of the provisions of Paragraphs A. and B. above:**

1. We will not extend any insurance coverage to any additional insured person or organization:

- a. That is not provided to you in this policy; or
  - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
- a. The Limits of Insurance provided to you in this policy; or
  - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:  
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
- 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2. Supervisory, inspection, architectural or engineering activities.
- E. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions**:  
 The additional insured must see to it that:
- 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
  - 2. We receive written notice of a claim or "suit" as soon as practicable; and
  - 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F. For the coverage provided by this endorsement:
- 1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:  
 This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
  - 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:  
 This insurance is excess over:  
 Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

*Handwritten signature and date: Annette Romero 9-26-2014*

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

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

**Named Insured:** R. J. Noble Company, Inc.

**Endorsement Effective Date:** 7/1/2014

### SCHEDULE

**Name Of Person(s) Or Organization(s):**

County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

*Handwritten signature: Laura [unclear] 9-26-2014*



**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—  
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 7/1/2014 (DATE) at 12:01 A.M. standard time, forms a part of

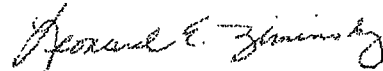
Policy No. WC017436300

Endorsement No.

of the Zurich American Insurance Company

(NAME OF INSURANCE COMPANY)

issued to R. J. Noble Company, Inc.



Premium (if any) \$

Authorized Representative

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

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

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

**Schedule**

**Person or Organization**

**Job Description**



# Commercial Umbrella Liability Policy

## Declarations

Insurance is provided by the company below.

### American Guarantee and Liability Insurance Company

Policy Number: AUC 0174372-00

Renewal of Number: - - - - -

1. **Named Insured:** R. J. NOBLE COMPANY, INC.      **Producer:** PATRIOT RISK AND INSURANCE SERVICES, INC.
2. **Mailing Address:** 15505 E LINCOLN AVE  
PO BOX 620  
ORANGE, CA 92865-1015      8105 IRVINE CENTER DR STE 400  
IRVINE, CA 92618-3076  
**Email Address:** jimducote@rjnoblecompany.com      lsylvester@patrisk.com
3. **Policy Period:** From: 07/01/2014 To: 07/01/2015  
at 12:01 A.M. Standard Time at the address of the Named Insured.
4. **Limits of Insurance:**

A. \$20,000,000	Occurrence
B. \$20,000,000	Other Aggregate
C. \$20,000,000	Products/Completed Operations Aggregate
D. \$250,000	Casualty Business Crisis Aggregate Limit
5. **Retained Limit:** \$0      Occurrence
6. **Policy Premium:**  
Advance Premium  
Policy Minimum Earned Premium
7. **Schedule of Underlying Insurance:** See attached Schedule of Underlying Insurance
8. **Endorsements Attached:** See attached Schedule of Forms and Endorsements



**ZURICH**<sup>®</sup>

## Schedule of Forms and Endorsements

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0174372-00	07/01/2014	07/01/2015	07/01/2014	67186000	-----	-----

**Named Insured and Mailing Address:**

R. J. NOBLE COMPANY, INC.  
 15505 E LINCOLN AVE  
 PO BOX 620  
 ORANGE, CA 92865-1015

**Producer:**

PATRIOT RISK AND INSURANCE SERVICES, INC.  
 8105 IRVINE CENTER DR STE 400  
 IRVINE, CA 92618-3076

Form Name	Form Number	Edition Date
Advisory Notice To Policyholders Regarding the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Regulations	U-GU-1041-A	(03/11)
Disclosure of Premium (Relating to Disposition of TRIA)	U-GU-692-C CW	(06/13)
Commercial Umbrella Liability Policy Declarations	U-UMB-D-101-C CW	(03/10)
Schedule of Underlying Insurance	U-UMB-105-A CW	(07/99)
Commercial Umbrella Liability Policy	U-UMB-103-C CW	(03/10)
Certified Act of Terrorism Retained Amount - Coverage B	U-UMB-406-C CW	(01/08)
Conditional Terrorism Retained Amount Provisions (Related to Disposition of Federal Terrorism Risk Insurance Act)	U-UMB-503-C CW	(08/13)
Care, Custody Or Control Exclusion	U-UMB-129-B CW	(07/03)
Contractors Limitation Endorsement With Consolidate (Wrap-Up) Insurance Program Excluded	U-UMB-134-C CW	(06/09)
Cross Suits Exclusion	U-UMB-141-A CW	(07/99)
Employee Benefits Liability Follow Form	U-UMB-167-B CW	(07/03)
Lead Exclusion	U-UMB-193-A CW	(07/99)
Fungus or Bacteria Exclusion	U-UMB-385-B CW	(07/03)
Designated Work Exclusion	U-UMB-424-A CW	(07/03)
Silica or Silica Mixed Dust Exclusion	U-UMB-488-A CW	(06/04)
Total Pollution Exclusion	U-UMB-524-B CW	(03/10)
Designated Work Exclusion-Residential Operations with Apartments	U-UMB-617-A CW	(04/08)

Electronic Data Liability Exclusion	U-UMB-683-A CW	(07/09)
Important Notice - In Witness Clause	U-GU-319-F CW	(01/09)
CAP on Losses from Certified Acts of Terrorism	U-GU-767-A CW	(01/08)
California Cancellation and Nonrenewal	U-UMB-265-C CA	(04/10)
Exclusion - Collection or Distribution of Material or Information in Violation of Law	U-UMB-525-E CW	(01/12)



## Schedule of Underlying Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0174372-00	07/01/2014	07/01/2015	07/01/2014	67186000	-----	-----

**Named Insured and Mailing Address:**

R. J. NOBLE COMPANY, INC.  
 15505 E LINCOLN AVE  
 PO BOX 620  
 ORANGE, CA 92865-1015

**Producer:**

PATRIOT RISK AND INSURANCE SERVICES, INC.  
 8105 IRVINE CENTER DR STE 400  
 IRVINE, CA 92618-3076

Company, Policy No. and Term	Coverage	Applicable Limits
A. Company: Zurich American Insurance Company	Commercial General Liability	\$1,000,000 Premises - Each Occurrence
Policy No: GLO 0174366-00		\$1,000,000 Products / Completed Ops - Each Occurrence
Term: 07/01/2014 to 07/01/2015		\$2,000,000 Products / Completed Operations Aggregate
		\$2,000,000 General Aggregate
		Per Location /Per Project Aggregate Unlimited
		\$1,000,000 Personal Injury/ Advertising Injury

Company, Policy No. and Term	Coverage	Applicable Limits
B. Company: Zurich American Insurance Company	Commercial Auto Liability	\$1,000,000 Combined Single Limit
Policy No: BAP 0174367-00		
Term: 07/01/2014 to 07/01/2015		

Company, Policy No. and Term	Coverage	Applicable Limits
C. Company: Zurich American Insurance Company	Employers Liability	\$1,000,000 Bodily Injury By Accident - Each Accident

Policy No: WC 0174363-00

\$1,000,000 Bodily Injury By  
Disease - Each  
Employee

Term: 07/01/2014 to 07/01/2015

\$1,000,000 Bodily Injury By  
Disease - Policy  
Limit



# Commercial Umbrella Liability Policy

**Zurich North America**

Insurance is provided by the company designated on the Declarations of this policy.



# Commercial Umbrella Liability Policy

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine your 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 this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word **insured** means any person or organization qualifying as such in **SECTION V. DEFINITIONS** of this policy.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION V. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy we agree with you to provide coverage as follows:

## Insuring Agreements

### SECTION I. COVERAGE

#### A. Coverage A - Excess Follow Form Liability Insurance

Under **Coverage A**, we will pay on behalf of the **insured** those damages covered by this insurance in excess of the total applicable limits of **underlying insurance**. With respect to **Coverage A**, this policy includes:

1. The terms and conditions of **underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph 2. below; and
2. The terms and conditions that apply to **Coverage A** of this policy.

Notwithstanding anything to the contrary contained above, if **underlying insurance** does not apply to damages, for reasons other than exhaustion of applicable Limits of Insurance by payment of **loss**, then **Coverage A** does not apply to such damages. Also, **Coverage A** does not apply to any form of **casualty business crisis expense** insurance even if such insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the Limits of Insurance of **underlying insurance**.

#### B. Coverage B - Umbrella Liability Insurance

Under **Coverage B**, we will pay on behalf of the **insured** those damages the **insured** becomes legally obligated to pay by reason of liability:

1. Imposed by law because of **bodily injury, property damage, or personal and advertising injury**; or
2. Assumed under an **insured contract** because of **bodily injury or property damage**;

covered by this insurance but only if the injury, damage or offense arises out of your business, takes place during the policy period of this policy and is caused by an **occurrence** happening anywhere. We will pay such damages in excess of the **Retained Limit** specified in Item 5. of the Declarations or the amount payable by **other insurance**, whichever is greater.

**Coverage B** does not apply to any **loss, claim or suit** for which insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the Limits of Insurance of **underlying insurance**.

The amount we will pay for **loss** under **Coverage A** or **Coverage B** is limited as described in **SECTION II. LIMITS OF INSURANCE**.

We have no obligation under **Coverage A** and/or **Coverage B** with respect to any settlement made without our consent.

The insurance afforded under **Coverage A** and **Coverage B** applies to **bodily injury or property damage** only if prior to the policy period, no **designated insured** knew that the **bodily injury or property damage** had occurred, in whole or in part. If such a **designated insured** knew, prior to the policy period, that the **bodily injury or property damage** occurred, then any continuation, change or resumption of such **bodily injury or property damage** during or after the policy period will be deemed to have been known prior to the policy period.



**Bodily injury or property damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any **designated insured** includes any continuation, change or resumption of that **bodily injury or property damage** after the policy period; and

**Bodily injury or property damage** will be deemed to have been known to have occurred at the earliest time when any **designated insured**:

1. Reports all, or any part, of the **bodily injury or property damage** to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the **bodily injury or property damage**;  
or
3. Becomes aware by any other means that **bodily injury or property damage** has occurred or has begun to occur.

#### **C. Coverage C - Casualty Business Crisis Expense**

Under **Coverage C**, we will pay for **casualty business crisis expense** regardless of fault arising from a **casualty business crisis** first commencing during the policy period. No **underlying insurance** or **Retained Limit** applies to **Coverage C**. Subject to the other terms and conditions of this coverage, we shall pay **casualty business crisis expense** from the first dollar of such expense.

The amount we will pay for **casualty business crisis expense** under **Coverage C** is limited as described in **SECTION II. LIMITS OF INSURANCE**.

Any amounts that we pay under **Coverage C** will not obligate us in any way under **Coverage A** or **Coverage B**.

### **SECTION II. LIMITS OF INSURANCE**

**A.** With respect to **Coverage A** and **Coverage B**, the Limits of Insurance shown in the Declarations and the rules below describe the most we will pay, regardless of the number of:

1. **Insureds**;
2. Claims made or **suits** brought;
3. Coverages provided under this policy; or
4. Persons or organizations making claims or bringing **suits**.

**B.** The Limits of Insurance of this policy will apply as follows:

1. The limit stated in Item **4.B.** of the Declarations for the Other Aggregate is the most we will pay for all **loss** under **Coverage A** and **Coverage B** combined except for:
  - a. **Loss** covered under the **products-completed operations hazard**; and
  - b. **Loss** covered in **underlying insurance** to which no underlying aggregate limit applies.

In addition, with respect to **Coverage A** only, if a policy listed on the Schedule of Underlying Insurance contains aggregate limits, other than an aggregate limit applying to the **products-completed operations hazard**, the Other Aggregate limit stated in Item **4.B.** of the Declarations will apply in the same manner as such other aggregate limits of each policy listed in the Schedule of Underlying Insurance.

2. The limit stated in Item **4.C.** of the Declarations for the Products-Completed Operations Aggregate is the most we will pay for all **loss** under both **Coverage A** and **Coverage B** combined as a result of **bodily injury or property damage** included within the **products-completed operations hazard**.
3. Subject to Paragraph **B.1.** or **B.2.** above, whichever applies, the limit stated in Item **4.A.** of the Declarations for Occurrence is the most we will pay for all **loss** arising out of any one **occurrence**, even if such **loss** is covered, in whole or in part, under both **Coverage A** and **Coverage B**.

**C.** **Coverage A** applies only in excess of the greater of the actual Limits of Insurance of **underlying insurance** or the Limits of Insurance shown on the Schedule of Underlying Insurance forming a part of this policy.

**D.** With respect to **Coverage C**, the limit stated as the **Casualty Business Crisis Expense** Aggregate Limit in Item **4.D.** of the Declarations is the most we will pay for all **casualty business crisis expense** first commencing during the policy period. This limit is in addition to, and **casualty business crisis expense** does not reduce or exhaust, any other Limit of Insurance applicable to this policy.

- E. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.
- F. With respect to **Coverage A** only and subject to paragraphs **B.1.**, **B.2.**, **B.3.** and **C.** above:
1. If the limits of **underlying insurance** have been reduced solely by payment of **loss** for which coverage is afforded under this policy, this policy will drop down to become immediately excess of the reduced underlying limit; or
  2. If the limits of **underlying insurance** have been exhausted solely by payment of **loss** for which coverage is afforded under this policy, this policy will continue in force as **underlying insurance**.

### SECTION III. DEFENSE AND SUPPLEMENTARY PAYMENTS

- A. We have the right and duty to assume control of the investigation and settlement of any claim, or defense of any suit against the **insured** for damages covered by this policy:
1. Under **Coverage A**, when the applicable limit of **underlying insurance** and **other insurance** has been exhausted by payment of **loss** for which coverage is afforded under this policy; or
  2. Under **Coverage B**, when damages are sought for **bodily injury, property damage, or personal and advertising injury** to which no **underlying insurance** or **other insurance** applies.
- B. Under **Coverage C**, we do not assume any duty to control the investigation and settlement of any claim, or defense of any suit that may arise from a covered **casualty business crisis**.
- C. In those circumstances where paragraph **A.** above applies we will pay our expenses and the following to the extent that they are not included in **underlying insurance**:
1. Up to \$2,000 for the cost of bail bonds. We do not have to furnish these bonds.
  2. The cost of bonds to release attachments, but only for bond amounts within the amount of insurance available. We do not have to furnish these bonds.
  3. 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 because of time off from work.
  4. 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**.
  5. Pre-judgment interest awarded against the **insured** on that part of the judgment we pay. However, if we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
  6. 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 that part of the judgment that is within the applicable Limits of Insurance.

When our expenses and the payments described in paragraph **C.** above are not included in the definition of **loss**, they will not reduce the Limits of Insurance.

- D. In those circumstances where paragraph **A.** above does not apply, we do not have the duty to assume control of the investigation and settlement of any claim, or defense of any **suit** against the **insured**. We do, however, have the right to participate in the investigation and settlement of any claim, or defense of any **suit** that we feel may create liability on our part under the terms of this policy. If we exercise this right, we will do so at our expense.

We will not investigate and settle any claim, or defend any **suit** after we have exhausted the applicable Limit of Insurance as stated in Item 4. of the Declarations.

If we are prevented by law from carrying out the provisions of **Section III.** Paragraph **A.** above, we will pay any expense incurred with our consent.

### SECTION IV. EXCLUSIONS

- A. Under **Coverage A** and **Coverage B**, this policy does not apply to any liability, damage, **loss**, cost or expense:

#### ASBESTOS

1. Arising out of or relating in any way to:

- a. Asbestos or which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or
- b. Any:
  - (1) Request, demand, order, statutory or regulatory requirement, direction or determination, that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
  - (2) Claim or suit for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination than any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos.

#### EMPLOYMENT PRACTICES

- 2. Arising out of any **bodily injury or personal and advertising injury** to:
  - a. A person arising out of any:
    - (1) Failure to employ or promote that person;
    - (2) Termination of that person's employment, including actual or alleged constructive dismissal;
    - (3) Employment-related practices, policies, acts or omissions, including but not limited to injury arising from coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, retaliation, hostile work environment, discrimination or malicious prosecution directed at that person; or
  - b. The spouse, domestic partner, child, parent, brother or sister of that person as a consequence of any **bodily injury or personal and advertising injury** to that person at whom any of the employment related practices described in subparagraphs (1), (2) or (3) above is directed.

This exclusion applies:

- a. Whether the injury causing event described in paragraph 2.a. above occurs before employment, during employment or after employment of that person;
- b. Whether the insured may be held liable as an employer or in any other capacity; or
- c. To any obligation to share damages with or repay someone who must pay damages because of the injury.

#### LAWS, MISCELLANEOUS

- 3. Under any of the following:
  - a. Any uninsured/underinsured motorist or auto no-fault or first party personal injury law;
  - b. Any workers' compensation, unemployment compensation, or disability benefits law or any similar law; or
  - c. The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended.

#### LOSS OF, OR LOSS OF USE OF INTANGIBLE PROPERTY

- 4. Arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate or process intangible property. For purposes of this insurance, **electronic data** is intangible property.

#### NUCLEAR

- 5. a. With respect to which any insured under this 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 Limits of Insurance; or
- b. Resulting from the **hazardous properties of nuclear material** and with respect to which:
  - (1) A person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

- (2) Any 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; or
- c. Any injury or nuclear property damage resulting from the 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, any insured;
    - (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 any insured; or
  - (3) The injury or nuclear property damage arises out of the furnishing by any 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 subparagraph (3) applies only to nuclear property damage to such nuclear facility and any property thereat.

As used in this exclusion:

- a. Hazardous properties include radioactive, toxic or explosive properties.
- b. Nuclear Facility means:
  - (1) Any nuclear reactor;
  - (2) Any equipment or device designed or used for:
    - (a) Separating the isotopes of uranium or plutonium,
    - (b) Processing or utilizing spent fuel, or
    - (c) Handling, processing or packaging waste;
  - (3) 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 any 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; or
  - (4) 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.
- c. Nuclear material means source material, special nuclear material or by-product material.
- d. Nuclear property damage includes all forms of radioactive contamination of property.
- e. 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.
- f. 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.
- g. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
- h. Waste means any waste material:
  - (1) Containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
  - (2) 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.

#### VIOLATION OF STATUTES

- 6. Resulting from or arising directly or indirectly out of any action or omission that violates or is alleged to violate:
  - a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA) and any amendment or addition to such law including the Fair and Accurate Credit Transactions Act (FACTA); or
- d. Any federal, state or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

#### WAR AND MILITARY ACTION

##### 7. Arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,

regardless of any other cause or event that contributes concurrently or in any sequence to injury or damage.

##### B. Under Coverage A this policy does not apply to any liability, damage, loss, cost or expense:

#### POLLUTION

##### 1. Arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

- a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**. However, this subparagraph does not apply to:
  - (1) Bodily injury if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
  - (2) Bodily injury or property damage for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to **underlying insurance** as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured**, other than that additional insured; or
  - (3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**;
- b. At or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;
- c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **insured** or any person or organization for whom you maybe legally responsible; or
- d. At or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor. However, this subparagraph does not apply to:
  - (1) Bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operation fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the bodily injury or property damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (2) Bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;

- (3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**.
- e. At or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.
- f. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, any auto for which coverage is provided by **underlying insurance**;
  - (2) Otherwise in the course of transit by or on behalf of any **insured**; or
  - (3) Being stored, disposed of, treated or processed in or upon any auto.

However, this subparagraph f. does not apply to bodily injury or property damage arising out of:

- (i) The escape of fuels, lubricants, other operating fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a covered auto; or
- (ii) The escape of **pollutants** from a covered auto that directly results from the collision, upset or overturn of such auto while in the course of transit away from any premises owned by or rented to any **insured**.

2. Arising out of any:

- a. Request, demand, order or 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
- b. Claim or suit brought 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**.

C. Under **Coverage B** this policy does not apply to:

**AIRCRAFT, AUTOS OR WATERCRAFT**

- 1. Any liability, damage, **loss**, cost or expense arising out of the ownership, maintenance, operation, use, loading or unloading or entrustment to others of any
  - a. Aircraft owned by you or rented, loaned or chartered by or on behalf of you without crew;
  - b. **Auto**; or
  - c. Watercraft owned by you except watercraft while ashore on premises you own or rent.

This exclusion applies even if the claims against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**.

**EMPLOYEE INJURY**

2. Any injury to:

- a. An **employee** of the **insured** arising out of and in the course of:
  - (1) Employment by the **insured**; or
  - (2) Performing duties related to the conduct of the **insured's** business; or
- b. Any injury to the spouse, domestic partner, child, parent, brother, or sister of that **employee** as a consequence of exclusion 2.a. above.

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

**IMPAIRED PROPERTY**

- 3. **Property damage to impaired property** or property that has not been physically injured arising out of:
  - a. A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or

- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

#### **INTENTIONAL INJURY**

- 4. **Bodily injury** or **property damage** expected or intended from the standpoint of the **insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

#### **PERSONAL and ADVERTISING INJURY**

- 5. **Personal and advertising injury:**

- a. Caused by or at the direction of the **insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**;
- b. Arising out of oral or written publication of material, if done by or at the direction of the **insured** with knowledge of its falsity;
- c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- d. Arising out of a criminal act committed by or at the direction of any **insured**;
- e. For which the **insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **insured** would have in the absence of the contract or agreement;
- f. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**;
- g. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **advertisement**;
- h. Arising out of the wrong description of the price of goods, products or services stated in your **advertisement**;
- i. Arising out of the infringement of copyright, patent, trademark, trade secret, trade dress, slogan or other intellectual property rights.

However, this exclusion does not apply to infringement of copyright, trade dress or slogan in your **advertisement**;

- j. Committed by an **insured** whose business is:

- (1) Advertising, broadcasting, publishing, electronic publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access or content provider.

However, this exclusion 5.j., does not apply to sub-paragraphs C., 12. a., b., c. and h. of **personal and advertising injury** under **SECTION V. DEFINITIONS**.

For purposes of this exclusion 5.j., the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- k. Arising out of an electronic chatroom or bulletin board the **insured** hosts, owns or over which the **insured** exercises control; or
- l. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

#### **POLLUTION**

- 6. Any liability, damage, loss, cost or expense:

- a. Arising directly or indirectly out of the actual, alleged or threatened existence, discharge, seepage, migration, dispersal, release or escape of **pollutants**; or
- b. Arising out of any:

- (1) Request, demand, order or 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
- (2) 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**.

#### PRODUCT RECALL

7. Damages claimed for any **loss**, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
  - a. **Your product**;
  - b. **Your work**; or
  - c. **Impaired property**;

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

#### PROPERTY DAMAGE

8. **Property damage** to:
  - a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any person or organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
  - b. Premises you sell, give away or abandon if the **property damage** arises out of any part of those premises;
  - c. Property loaned to you;
  - d. Personal property in your care, custody or control;
  - e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations;
  - f. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it;
  - g. **Your product** arising out of it or any part of it; or
  - h. **Your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

- D. Under **Coverage C**, this policy does not apply to any **casualty business crisis** arising out of, based upon or attributable to:

#### PRIOR NOTICE

1. Facts alleged, or to the same or related acts alleged or contained, in any crisis, claim or **suit** that has been reported, or in any circumstances where notice has been given under any policy of which this policy or any **underlying insurance** is a renewal or replacement; or

#### PENDING OR PRIOR CRISIS CLAIM OR SUIT

2. Any pending or prior claim or **suit** as of the inception date of this policy.

#### SECTION V. DEFINITIONS

In this policy, words and phrases appearing in bold face type have the definitions shown below.

- A. The following definitions are applicable to **Coverage A**, **Coverage B** and **Coverage C**.

1. **Designated insured** means:

- a. The person(s) and organization(s) specifically described under **SECTION V. DEFINITIONS**, sub-paragraphs **C.6.a.** through **C.6.e.** below for any **insured**; or
- b. Any **employee** authorized by you to give or receive notice of an **occurrence**, claim or **suit**.



2. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
  3. **Loss** means those sums actually paid that the **insured** is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense, after making proper deductions for all recoveries and salvage. However:
    - a. **Under Coverage A:**
      - (1) **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and
      - (2) **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.
    - b. **Under Coverage B., loss** does not include defense expenses and supplementary payments.
  4. **Other insurance** means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an **insured** arranges for funding of legal liabilities.

**Other insurance** does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.
  5. **Pollutants** mean any man-made or naturally occurring solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to: smoke; vapor; soot; fumes; acids; alkalis; chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
  6. **Suit** means a civil proceeding in which injuries or damages to which this insurance applies are alleged. **Suit** includes:
    - a. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit pursuant to law or contract or does submit with our consent; or
    - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.
  7. **Underlying insurance** means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Limits of Insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.
- B.** The following definitions are applicable to **Coverage A** only:
1. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
  2. **Insured** means:
    - a. You;
    - b. Any person or organization included as an **insured** in **underlying insurance**; and
    - c. Any person or organization qualifying as an additional **insured** in **underlying insurance** but only to the same extent that such person or organization is an additional **insured** under such **underlying insurance**.
  3. **Non-Admitted Jurisdiction** means:
    - a. Any country or political subdivision in which we are not licensed or permitted to insure risks and where doing so would violate the insurance laws and regulations of such jurisdiction; or
    - b. Any country or political subdivision where we are prevented by law from investigating, defending or settling an **occurrence** or **suit**.
  4. **Occurrence** means a covered event as defined in **underlying insurance**.
  5. **Qualified Entity** means any entity, person or organization that is not an **insured** under this policy and would qualify as an **insured** under this policy, but for the fact that the entity is registered, domiciled or has ongoing operations in a **non-admitted jurisdiction**.

C. The following definitions are applicable to **Coverage B** only:

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For purpose of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purpose of attracting customers or supporters is considered an **advertisement**.
2. **Auto** means:
  - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

3. **Bodily injury** means physical injury, sickness, or disease, including death of a person. **Bodily injury** to such person also means mental anguish, mental injury, humiliation, or shock if directly resulting from physical injury, sickness, or disease.
4. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
5. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
  - a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;  
If such property can be restored to use by:
    - a. The repair, replacement, adjustment or removal of **your product** or **your work**; or
    - b. Your fulfilling the terms of the contract or agreement.
6. **Insured** means:
  - a. You, if you are an organization shown in the Declarations, other than a partnership, joint venture or limited liability company. Your executive officers and directors are **insureds**, but only with respect to their duties as your executive officers or directors. Your stockholders are also **insureds**, but only with respect to their liability as stockholders;
  - b. You, if you are a partnership or joint venture shown in the Declarations. Your members, your partners, and their spouses or domestic partners are also **insureds**, but only with respect to the conduct of your business;
  - c. You and your spouse or domestic partner, if you are an individual shown in the Declarations, but only with respect to the conduct of a business of which you are the sole owner;
  - d. You, if you are a limited liability company shown in the Declarations. Your members are also **insureds**, but only with respect to the conduct of your business. Your managers are **insureds**, but only with respect to their duties as your managers;
  - e. You, if you are a trust shown in the Declarations. Your trustees are also **insureds**, but only with respect to their duties as trustees;
  - f. Your **employees**, but only for acts within the scope of their employment by you;
  - g. Your **volunteer workers**, but only while performing duties related to the conduct of your business;
  - h. Any person or organization while acting as your real estate manager; or
  - i. Your legal representative if you die, but only with respect to duties as such.

No person or organization is an **insured** with respect to the conduct of any current, past or newly formed partnership, limited liability company or joint venture that is not designated within the Declarations of this policy as **Named Insured**.

7. **Insured contract** means any written or oral agreement entered into by the **insured** in the usual course of the business operations of the **insured** in which the **insured** assumes the tort liability of another to pay damages because of **bodily injury** or **property damage** to a third person or organization where the contract or agreement is made prior to the injury or damage. Liability means a liability that would be imposed by law in the absence of any contract or agreement.
8. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
9. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
  - e. Vehicles not described in a., b., c. or d. above, that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers.
  - f. Vehicles not described in a., b., c. or d. above, maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but are considered **autos**:

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on an **auto** or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

10. **Named insured** means:
  - a. The person(s) and organization(s) designated in Item 1. of the Declarations of this policy;
  - b. Any organization, other than a partnership, joint venture or limited liability company, over which you maintain majority interest and to which more specific insurance does not apply, other than one which you newly acquire or form; or

- c. Any newly acquired or formed organization, other than a partnership, joint venture or limited liability company, over which you maintain majority interest and to which more specific insurance does not apply; provided that this policy does not apply to any injury or damage that took place before you acquired or formed the organization.

**11. Occurrence means:**

- a. With respect to **bodily injury** or **property damage** liability, an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- b. With respect to **personal and advertising injury**, a covered offense. All damages that arise from the same act, publication or general conditions are considered to arise out of the same **occurrence**, regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants.

**12. Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your **advertisement**;
- g. Infringement upon another's copyright, trade dress or slogan in your **advertisement**; or
- h. Discrimination (unless insurance thereof is prohibited by law), not arising out of or related to employment practices.

**Personal and advertising injury** also means mental anguish, mental injury, humiliation, or shock, if directly resulting from an offense listed in Items 12.a. through 12.h. above.

**13. Products-completed operations hazard** means all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:

- a. Products that are still in your physical possession; or
- b. Work that has not yet been completed or abandoned. **Your work** will be deemed completed at the earliest of the following times:
  - (1) When all of the work called for in your contract has been completed;
  - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
  - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

This hazard does not include **bodily injury** or **property damage** arising out of:

- a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the loading or unloading of it by any **insured**; or
- b. The existence of tools, uninstalled equipment or abandoned or unused materials.

**14. Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the **occurrence** that caused it.

15. **Retained limit** means the amount of damages applicable to each **occurrence** for which the insured is responsible that is shown in Item 5. of the Declarations.
16. **Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
17. **Volunteer worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

18. **Your product** means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (1) You;
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Your product** includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
- b. The providing or failure to provide warnings or instructions.

**Your product** does not include vending machines or other property rented to or located for use of others but not sold.

19. **Your work** means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

**Your work** includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- b. The providing of or failure to provide warnings or instructions.

D. The following definitions are applicable to **Coverage C** only:

1. **Casualty business crisis** means an event that in the good faith opinion of your **principal**, in the absence of **casualty business crisis services**, has been or may be associated with:
  - a. Damages covered by this policy under **Coverage A** that are in excess of the applicable limits of **underlying insurance** or under **Coverage B** that are in excess of the **Retained Limit**; and
  - b. Significant adverse regional or national media coverage.

**Casualty business crisis** shall include, without limitation, man-made disasters such as explosions, major crashes, multiple deaths or injuries, burns, dismemberment, traumatic brain injury, paraplegia, or contamination of food, drink or pharmaceuticals.

For purposes of **Coverage C**, a **casualty business crisis** will first commence when your **principal** first become aware of the **occurrence** and will conclude at the earliest of the time when the **casualty business crisis advisor** advises you that the crisis no longer exists or when the **Casualty Business Crisis Expense Aggregate Limit** has been exhausted.

2. **Casualty business crisis advisor** means any public relations firm or crisis management firm approved by us that is hired by you to perform **casualty business crisis services** in connection with a **casualty business crisis**.

3. **Casualty business crisis expense** means amounts paid:
  - a. To you for the reasonable and necessary:
    - (1) Fees and expenses of a **casualty business crisis advisor** in the performance for you of **casualty business crisis services** solely for a covered **casualty business crisis**; and
    - (2) Amounts for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a **casualty business crisis advisor** solely for a **casualty business crisis**; and
  - b. To others for the following reasonable and necessary expenses resulting from such covered **casualty business crisis** provided that such expenses have been approved by us:
    - (1) Medical expenses;
    - (2) Funeral expenses;
    - (3) Psychological counseling;
    - (4) Travel expenses;
    - (5) Temporary living expenses;
    - (6) Expenses to secure the scene of a **casualty business crisis**; and
    - (7) Any other expenses pre-approved by us.
4. **Casualty business crisis services** means those services performed by a **casualty business crisis advisor** in advising you on minimizing potential harm to you from a covered **casualty business crisis** by maintaining or restoring public confidence in you.
5. **Principal** means your Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if you are a partnership) or sole proprietor (if you are a proprietorship).

## SECTION VI. CONDITIONS

A. The following Conditions are applicable to **Coverage A**, **Coverage B** and **Coverage C**.

### 1. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the **underlying insurance**, we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and additional interest accruing during this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II.** of this policy.

### 2. Audit of Books and Records

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

### 3. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any **insured** will not relieve us from our obligation to pay damages covered by this policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer, the insurance afforded by this policy will not replace such **underlying insurance**, but will apply as if all the limits of any **underlying insurance** are fully available and collectible.

### 4. Cancellation and Nonrenewal

#### a. Cancellation

- (1) You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- (2) We may cancel this policy. If we cancel because of non-payment of premium, we will mail or deliver to you not less than ten (10) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than ninety (90) days advance written notice stating the reason(s) for cancellation, as well as the date when the cancellation is to take effect. Mailing notice to you at your mailing address shown in Item 2. of the Declarations will be sufficient to prove notice.

- (3) The policy period will end on the day and hour stated in the cancellation notice.
- (4) If this policy is cancelled, the final premium will be calculated pro rata based on the time this policy was in force.
- (5) Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

**b. Nonrenewal**

If we decide not to renew this policy, we will mail or deliver to the first **Named insured** shown in the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**5. Changes**

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy.

**6. Currency**

Settlements will be paid in United States currency or, when required, in the currency of the country or jurisdiction where the **loss or casualty business crisis** occurred. When conversion into another currency from United States currency is required to pay any **loss or casualty business crisis expense**, the rate of exchange will be determined on the date of the settlement. The rate of exchange will be the rate we incur in obtaining the foreign currency.

**7. First Named Insured**

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first **Named Insured** will act on behalf of all other **insureds** for the giving and receiving of notice of cancellation or any other notice required under this policy or by statute or regulation, for the receipt and acceptance of this policy and any endorsements forming a part of this policy, and for the receiving of any return premiums that become payable under this policy.

**8. Inspection**

We have the right, but are not obligated to inspect the **insured's** premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. We may provide reports on the conditions we find. We may also recommend changes. While these reports may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards

**9. Entities That Are Registered, Domiciled or Have Ongoing Operations in Non-Admitted Jurisdictions**

This condition applies solely with respect to entities that are registered, domiciled or have ongoing operations in **non-admitted jurisdictions**.

With respect to a **qualified entity**:

- a. Under **Coverage A**, we will reimburse the first **Named Insured** for **loss** incurred by a **qualified entity** that would have been covered this policy but for the fact that the **loss** was incurred by a **qualified entity** including:

- (1) Damages covered by this policy in excess of the total applicable limits of **underlying insurance**; and
- (2) Reasonable defense expenses incurred with our consent.

We have no duty to defend any person or organization against any claim or **suit** brought or proceeding instituted against any **qualified entity** in a **non-admitted jurisdiction**, but we may, at our discretion, assume control of or participate in any investigation, defense, settlement or recovery proceedings.

- b. Coverage under this policy will not apply until the **qualified entity** or the **qualified entity's** underlying insurer has paid or is obligated to pay the full amount of the applicable limits of **underlying insurance**.

- c. The duties and requirements imposed upon any **insured** under this policy will not apply to any **non-admitted jurisdiction**. However, with respect to any claims made or suits brought in a **non-admitted jurisdiction**, it will be the duty of the first **Named Insured** to do or cause the applicable **qualified entity** to do such things as would be required of such **qualified entity** if **Coverage A** applied directly to such claim or suit, including:
  - (1) Make such investigation, defense or settlement as we deem reasonable;
  - (2) Obtain our approval for any payment; and
  - (3) Effect approved payments to others, in accordance with the terms and conditions of this insurance.
- d. Under **Coverage B**, this policy does not apply to any liability, damage, loss, cost or expense arising out of any operations or activities of a **qualified entity**.
- e. We will promptly pay the first **Named Insured** at the mailing address listed in Item 2. of the Declarations the amount of damages covered under the terms of this policy. If the first **Named Insured** or any **qualified entity** recovers from any third party all or part of any amount that we have paid pursuant to this insurance, the first **Named Insured** will promptly reimburse the amount of any such recovery to us.

#### 10. Legal Action Against Us

There will be no right of action against us under this insurance unless:

- a. You have complied with all the terms of this policy; and
- b. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

#### 11. Maintenance of Underlying Insurance

During the period of this policy, you agree:

- a. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
- b. That the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of limits by payment of claims or suits for damages covered by underlying insurance;
- c. The policies listed in the Schedule of Underlying Insurance may not be canceled or not renewed by you without notifying us, and you agree to notify us in the event an insurance company cancels or declines to renew any policy listed in the Schedule of Underlying Insurance; and
- d. Renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be materially changed without our agreement.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

#### 12. Miscellaneous Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to describe completely, any premises or operations intended to be covered by this policy, shall not invalidate or affect the coverage for those operations or premises. However, the **insured** must report such error or omission to the company as soon as practicable after its discovery.

#### 13. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. However, this provision will not apply:

- a. If the **other insurance** is written to be excess of this policy; or
- b. With respect to **Coverage A** only, if the **named insured** has agreed in a written contract to carry insurance to apply prior to and be non-contributory with that of another person or organization's insurance, but only as respects damages arising out of insured operations or work on behalf of the **named insured** performed under such written contract. The limits available to the other person or organization will be the lesser of the policy limits or the minimum limits required by such written contract. In that case, **other insurance** of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.



Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance.

**14. Premium**

The premium for this policy as stated in Item 6. of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

**15. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each named insured were the only named insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

**16. Terms Conformed to Statute**

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the insured, then we will, where permitted by law or statute, indemnify the insured.

**17. Transfer of Rights of Recovery Against Others to Us**

- a. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after the loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

However, if any insured is required by a written contract or agreement which is executed before a loss to waive their rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations for which the insured has not waived their rights of recovery by contract.

- b. Any amount recovered will be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

**18. Transfer of Your Rights and Duties**

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

**19. When Loss is Payable**

Coverage under this policy will not apply until the insured, or the insured's underlying insurer has paid or is legally obligated to pay the full amount of the Underlying Limits of Insurance or Retained Limit.

When the amount of loss is determined by an agreed settlement or on a final judgment against an insured obtained after an actual trial, we will promptly pay on behalf of the insured the amount of loss covered under the terms of this policy. The first Named Insured will promptly reimburse us for any amount within the Retained Limit paid by us.

**20. Violation of Economic or Trade Sanctions**

If coverage for a claim or suit under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or suit will be null and void.

**B. The following Condition is applicable to Coverage A and Coverage B:**

**1. Notice of Occurrence, Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an occurrence which may result in damages covered by this policy.

To the extent possible, notice will include:

- (1) How, when and where the occurrence took place;

- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the **occurrence**.
- b. Knowledge of an **occurrence** by the agent, servant or **employee** of yours, shall not in itself constitute knowledge by the **insured** unless you, or any **employee** authorized by you to give or receive notice of an **occurrence**, claim or **suit** shall have received such notice from the agent, servants or **employee**.
- c. If a claim or **suit** against any **insured** is reasonably likely to involve this policy you must notify us in writing as soon as practicable.
- d. You and any other involved **insured** must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, settlement or defense of the claim or **suit**; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply.
- e. The **insureds** will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- f. Your failure to give notice of an **occurrence** to us shall not invalidate coverage under this policy if the **occurrence** was inadvertently reported to another Insurer. However, you shall report any such **occurrence** to us as soon as practicable once you become aware of such error.

C. The following Conditions are applicable to **Coverage C**:

1. **Notice of a Casualty Business Crisis**

You must see to it that we are notified of a **casualty business crisis** as soon as practicable after it first commences. Such notice shall include a description of the **casualty business crisis** and the reason it is likely to involve damages covered by this policy in excess of the applicable limits of **underlying insurance** under **Coverage A** or **Retained Limit** under **Coverage B** and significant adverse regional or national media coverage. We will not be liable for **casualty business crisis expense** incurred prior to, or more than one hundred eighty (180) days after the date notice of such **casualty business crisis** is first given to us. Notice to us shall be given to Zurich Claim Reporting, Care Center, P.O. Box 49547, Colorado Springs, CO 80949, Phone 1-800-987-3373, Fax 1-877-962-2567, E-Mail USZ Care Center@Zurichna.com.

2. **Arbitration**

If you and we disagree as to whether a **casualty business crisis** has occurred, both parties may, by mutual consent agree in writing to arbitration of the disagreement and the right to any reimbursement for **casualty business crisis expense**.

In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, both parties must request that selection be made by a judge of a court having jurisdiction. Each party will:

- a. Pay the expenses it incurs; and
- b. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the state, county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply.



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**COMPANY PROFILE**

**Company Information**

**ZURICH AMERICAN INSURANCE COMPANY**  
**1400 AMERICAN LANE**  
**SCHAUMBURG, IL 60196-1056**  
**800-382-2150**

**Old Company Names**

**Effective Date**

**Agent For Service**

KASHONDA LAWSON  
 C/O CORPORATION SERVICE COMPANY  
 2710 GATEWAY OAKS DRIVE, SUITE 150N  
 SACRAMENTO CA 95833

**Reference Information**

NAIC #:	16535
California Company ID #:	4581-5
Date Authorized in California:	01/01/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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**NAIC Group List**

NAIC Group #: 0212 ZURICH INS 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
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
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- WORKERS' COMPENSATION

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**COMPANY PROFILE**

**Company Information**

**AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY**

**1400 AMERICAN LANE  
SCHAUMBURG, IL 60196  
800-382-2150**

**Old Company Names**

**Effective Date**

**Agent For Service**

KASHONDA LAWSON  
C/O CORPORATION SERVICE COMPANY  
2710 GATEWAY OAKS DRIVE, SUITE 150N  
SACRAMENTO CA 95833

**Reference Information**

NAIC #:	26247
California Company ID #:	1237-7
Date Authorized in California:	12/20/1939
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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**NAIC Group List**

NAIC Group #: 0212 ZURICH INS GRP

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- AIRCRAFT
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- MARINE
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- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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## Bid

Date: 08/27/2014

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

Bidder: R.J. NOBLE COMPANY  
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of **Cajalco Road & Ramona Expy Resurfacing Project, Lake Mathews and Mead Valley Areas and Camino Del Sol Area-Group 2 Resurfacing Project, Avenida Luna, Camino Del Oro & Gem Lane, Woodcrest Area, Project Nos. C1-0494, C1-0547, C1-0549 and C2-0153** 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.

**Cajalco Road & Ramona Expy Resurfacing Project**  
**Lake Mathews and Mead Valley Areas**  
**and**  
**Camino Del Sol Area-Group 2 Resurfacing Project**  
**Avenida Luna, Camino Del Oro & Gem Lane**  
**Project No. C1-0494, C1-0547, C1-0549, and C2-0153**

**PROPOSAL**

**Base Bid Schedule 1**

**Cajalco Road & Ramona Expy Resurfacing Project**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	068102	DUST ABATEMENT	LS	1	3,000.00	3,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	8,000. <sup>00</sup>	8,000. <sup>00</sup>
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	27,000. <sup>00</sup>	27,000. <sup>00</sup>
4	160101	CLEARING AND GRUBBING	LS	1	6,000.00	6,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	7,500.00	7,500.00
6	220101	FINISHING ROADWAY	LS	1	20,000. <sup>00</sup>	20,000. <sup>00</sup>
7	190185	SHOULDER BACKING	LF	7,500	1.65	12,375.00
8	066162	REPAIR SLOPE	LS	1	5,000.00	5,000.00
9	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	32,200	4.85 <sup>¢</sup>	156,170. <sup>00</sup>
10	390130	HOT MIX ASPHALT [Type A and C]	TON	12,200	63.50	774,700. <sup>00</sup>
11	393001	PAVEMENT REINFORCING FABRIC	SQYD	9,700	2.50	24,250. <sup>00</sup>
12	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	100	24.00	2,400. <sup>00</sup>
13	394001	PLACE ASPHALT CONCRETE DIKE	LF	1,100	4.20	4,620.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	1,625.00	4,875.00
15	377501	SLURRY SEAL [Type 2]	SQYD	2,000	8.10	16,200.00
16	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	50	77. <sup>00</sup>	3,850. <sup>00</sup>
17	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	30	180. <sup>00</sup>	5,400. <sup>00</sup>
18	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	4	8,000. <sup>00</sup>	32,000. <sup>00</sup>
19	731521	MINOR CONCRETE (SIDEWALK)	SQFT	250	14.40	3,600. <sup>00</sup>
20	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	600	27.75	16,650.00
21	066143	REMOVE TRAFFIC STRIPING	LF	150	2.60	390.00
22	566011	ROADSIDE SIGN - ONE POST	EA	2	287.50	575.00
23	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,250	2.85	3,562.50
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	22,500	0.30	6,750. <sup>00</sup>
25	850102	PAVEMENT MARKER (REFLECTIVE)	EA	500	3.25	1,625.00
26	860811	DETECTOR LOOP	EA	37	200.00	7,400.00
27	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	88,000.00	88,000.00

Base Bid Schedule 1  
 Sub-Total:  
 Items 1-27

one million two hundred forty one thousand eight hundred ninety two dollars and fifty cents \$ 1,241,892.50

"WORDS"

**Alternate Bid Schedule 1**

**Adjust Sewer Manhole to Grade, Western Municipal Water District, Cajalco Road Resurfacing Project**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
28	152440	ADJUST MANHOLE TO GRADE	EA	2	1,500.00	3,000.00

Alternate 1  
Sub-Total  
Item 28

Three thousand dollars and no cents

\$ 3,000.00

"WORDS"

**Base Bid Schedule 2**

**Camino Del Sol Area-Group 2 Resurfacing Project: Avenida Luna, Camino Del Oro & Gem Lane**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
29	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00
30	074020	WATER POLLUTION CONTROL	LS	1	1,500.00	1,500.00
31	120100	TRAFFIC CONTROL SYSTEM	LS	1	1,000.00	1,000.00
32	180101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00
33	170101	DEVELOP WATER SUPPLY	LS	1	2,800.00	2,800.00
34	150682	REMOVE METAL BEAM GUARD RAILING	LF	30	83.00	2,490.00
35	153114	COLD PLANE ASPHALT CONCRETE PAVEMENT ( 20' MAXIMUM)	SQYD	3,100	1.75	5,425.00
36	011506	WEDGE PLANE ASPHALT CONCRETE	LF	1,400	1.05	1,470.00
37	190101	ROADWAY EXCAVATION	CY	1,050	37.00	38,850.00
38	260201	CLASS 2 AGGREGATE BASE	CY	510	21.00	10,710.00
39	390130	HOT MIX ASPHALT	TON	1,180	64.00	75,520.00
40	290201	ASPHALT TREATED PERMEABLE BASE	CY	260	112.00	29,120.00
41	394001	PLACE ASPHALT CONCRETE DIKE	LF	1,600	2.65	4,240.00
42	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	1,530	23.00	35,190.00
43	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	50	18.50	925.00
44	850102	PAVEMENT MARKER (REFLECTIVE)	EA	4	12.00	48.00
45	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	25,000.00	25,000.00

Base Bid Schedule 2  
Sub-Total:  
Items 29-45

two hundred thirty six thousand ~~two~~ hundred eighty eight dollars and no cents

\$ 236,288.00

"WORDS"

**Alternate Bid Schedule 2**

**Canyonwood Drive and Washington Street**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
46	190101	ROADWAY EXCAVATION	CY	60	108.00	6,480.00
47	260201	CLASS 2 AGGREGATE BASE	CY	30	128.00	3,840.00
48	390130	HOT MIX ASPHALT	TON	30	113.00	3,390.00
49	290201	ASPHALT TREATED PERMEABLE BASE	CY	20	203.00	4,060.00
50	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	500	12.00	6,000.00
51	731521	MINOR CONCRETE (SIDEWALK)	SQFT	55	12.00	660.00
52	719530	CURB DRAIN	EA	3	100.00	300.00
53	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	300	33.75	10,125.00

Alternate 2  
Sub-Total:  
Items 46-53

thirty four thousand eight hundred  
fifty five dollars and no cents

\$ 34,855.00

"WORDS"

**Base Bid Schedule 1 + Alternate 1 + Base Bid Schedule 2 + Alternate 2**

Project Total  
Items 1-53

one million five hundred sixteen thousand  
thirty five dollars and fifty cents

\$ 1,516,035.50

"WORDS"

\*NOTE: Base Bid Schedules 1 and 2 have Like Bid items; however, costs may or may not be different.  
Page A8 "Like Bid Items" instructions do not apply for these projects.



## Bidder Data and Signature

Name of Bidder: R.J. NOBLE COMPANY

Type of organization: CALIFORNIA CORPORATION

Person(s) authorized to sign for Bidder: MICHAEL J. CARVER, PRESIDENT

CRAIG PORTER, VICE PRESIDENT, STEVE MENDOZA, SECRETARY CHRIS PAGE, ASSISTANT SECRETARY

JAMES N. DUCOTE, TREASURER

**Note:**

If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.

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

If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.

If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

Business Street Address: 15505 E. LINCOLN AVENUE  
**(Please include business address even if P.O. Box is used.)**

Business City, State, Zip Code: ORANGE, CA 92865

P.O. Box- Number: P.O. BOX 620

P.O. Box- City, State, Zip Code: ORANGE, CA 92856

Phone: ( 714 ) 637-1550

Facsimile: ( 714 ) 637-6321

E-mail: jenniferdeiongh@rjnoblecompany.com

Contractor's license number: 782908

License Classification(s): CLASS A & C-12

Expiration date: 08/31/2014

**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:

**Cajalco Road & Ramona Expy Resurfacing Project  
Lake Mathews and Mead Valley Areas**

**and**

**Camino Del Sol Area-Group 2 Resurfacing Project  
Avenida Luna, Camino Del Oro & Gem Lane  
Woodcrest Area**


**Project Nos. C1-0494, C1-0547, C1-0549 and C2-0153**

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:**

X



---

**Name (printed):**

MICHAEL J. CARVER

---

**Title:**

PRESIDENT

---

**"Contractor"**

## 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.

Name of Bidder (Prime/General Contractor): R.J. NOBLE COMPANY

	Subcontractor Name	License Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	Pavement Coatings	303609	10240 San Sevaine Way Jurupa Valley, Ca 91752	#15 Slurry	<input type="checkbox"/>
2.	Smithson Electric	614518	1983 E. Katella Ave Orange, Ca 92867	#26 Loops	<input type="checkbox"/>
3.	<del>XXXXX</del> J&S Striping	538211	1544 S. Vineyard Ontario, GA	21-25, 43-44 Striping	<input type="checkbox"/>
4.	EBS, Inc.	720016	1320 E. 6th St. Corona, GA	16-19, 50-51 concrete	<input type="checkbox"/>
5.	All American Asphalt	267073	400 E. 6th St. Corona, GA	11 pavement fabric	<input type="checkbox"/>
6.					<input type="checkbox"/>
7.					<input type="checkbox"/>

(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: 7 %

Note: A minimum of 50% of the work is required to be performed by the prime/general 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 PRESIDENT (Title) of R.J. NOBLE COMPANY (Company),  
the party making the foregoing bid.

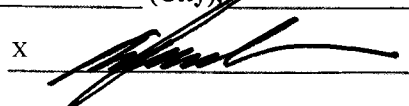
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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

AUGUST (Month) 27 (Day) of 2014 (Year),  
at ORANGE (City), CA (State).

Signature of Declarant: X   
Printed name of Declarant: MICHAEL J. CARVER  
Name of Bidder (Company): R.J. NOBLE COMPANY  
Title or Office: PRESIDENT

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Orange

On 08/27/2014 before me, J. DeLongh, Notary Public

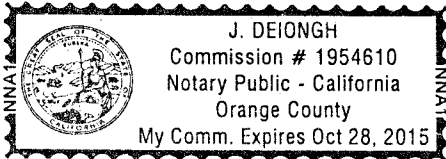
Date

Here Insert Name and Title of the Officer

personally appeared Michael J. Carver

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

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

Corporate Officer — Title(s): \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Individual

Partner —  Limited  General

Partner —  Limited  General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

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

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

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

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

**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> R.J. NOBLE COMPANY		<i>Federal ID Number (or n/a)</i> 33-0866299
<i>By (Authorized Signature)</i> X 		
<i>Printed Name and Title of Person Signing</i> MICHAEL J. CARVER, PRESIDENT		
<i>Date Executed</i> 08/27/2014	<i>Executed in</i> 15505 E. LINCOLN AVENUE, ORANGE, CA 92865	

**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>	

Bid Bond

Recitals:

1. R.J. NOBLE COMPANY "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Cajalco Road & Ramona Expy Resurfacing Project, Lake Mathews and Mead Valley Areas and Camino Del Sol Area-Group 2 Resurfacing Project, Avenida Luna, Camino Del Oro & Gem Lane, Woodcrest Area, Project Nos. C1-0494, C1-0547, C1-0549 and C2-0153 in accordance with a Notice Inviting Bids from the County.
2. Western Surety Company a South Dakota 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:

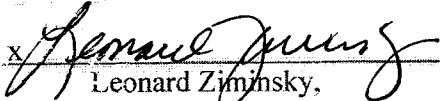
1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the 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: August 14, 2014

Signatures:

Western Surety Company

R.J. NOBLE COMPANY

By: x 

By: x 

Title: Attorney In Fact  
"Surety"

Title: MICHAEL J. CARVER, PRESIDENT  
"Contractor"

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/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

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

Notary Public (Seal)

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

# Western Surety Company **COPY**

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James Scott Salandi, Leonard Ziminsky, David Jacobson, Individually**

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of July, 2014.

WESTERN SURETY COMPANY



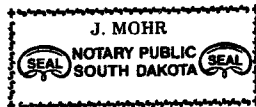
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of July, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of August, 2014.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



COPY

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On 08/15/2014

Date

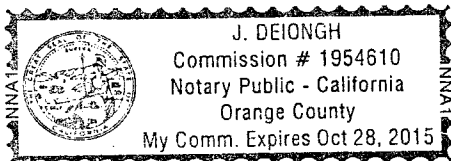
before me, J. DeLongh, Notary Public

Here Insert Name and Title of the Officer

personally appeared Michael J. Carver

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Signer's Name:

Corporate Officer - Title(s):

Corporate Officer - Title(s):

Individual

Individual

Partner - Limited General

Partner - Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other:

Other:

Signer Is Representing:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

COPY

**ACKNOWLEDGMENT**

State of California  
County of Orange )

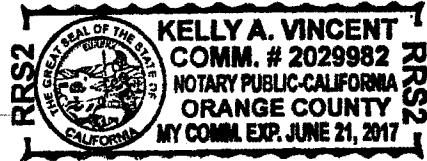
On August 14, 2014 before me, Kelly A. Vincent, a Notary Public  
(insert name and title of the officer)

personally appeared Leonard Ziminsky, Attorney-in-Fact,  
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 *Kelly A. Vincent* (Seal)





- Company Profile
- Company Search
- 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**

**WESTERN SURETY COMPANY**  
**P.O. BOX 5077**  
**SIoux FALLS, SD 57117-5077**

**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 #:	13188
California Company ID #:	0761-7
Date Authorized in California:	07/29/1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

**back to top**

**NAIC Group List**

NAIC Group #: 0218 CNA INS 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.

LIABILITY  
 SURETY

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**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between County of Riverside, whose address is 3525 14th Street, Riverside, CA 92501, hereinafter called "Owner"; R. J. Noble Company, whose address is 15505 E. Lincoln Avenue, Orange CA. 92865, herein after called "Contractor"; and Bank of Sacramento, whose address is 1750 Howe Avenue, Suite 100, Sacramento, CA 95825, herein after called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for the Cajalco Road & Ramona Expy Resurfacing project in the amount of \*\*\*One Million Five Hundred Sixteen Thousand Thirty-Five Dollars and Fifty Cents\*\*\* (\$1,516,035.50) dated November 24, 2014, (hereinafter referred to as "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of County of Riverside, and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) The Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.

- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
- (8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposits less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely upon the written notification from the Owner and Contractor pursuant to Sections (5) to (8) inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the Owner:  
County of Riverside

  
\_\_\_\_\_

Authorized Signer Name Patricia Romo

Authorized Signer Title Assistant Director of Transportation  
3525 14th Street  
Riverside, CA 92501

On behalf of the Contractor:  
R. J. Noble Company

  
\_\_\_\_\_

James N. Ducote, Chief Financial Officer  
15505 E. Lincoln Avenue  
Orange, CA 92865

On behalf of the Escrow Agent:  
Bank of Sacramento


  
\_\_\_\_\_

Kathleen Thomas, EVP/COO/CRO  
Corporate Escrow Dept  
P O Box 659030  
Sacramento, CA 95865-9030

At the time the escrow account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officer on the date first set forth above.

County of Riverside

  
\_\_\_\_\_

Authorized Signer Name MARION ASHLEY

Authorized Signer Title Chairman, Board of Supervisors

R. J. Noble Company

  
\_\_\_\_\_

James N. Ducote, Chief Financial Officer

ATTEST:

KECIA HARPER-IHEM, Clerk

By   
DEPUTY

FORM APPROVED COUNTY CLERK  
BY:  MARSHAL VICTOR  
DATE: 12/1/14