

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



712

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 8, 2014

SUBJECT: Rancho California Road Resurfacing Project, Community of Santa Rosa. 1st District; [\$2,697,316]; Federal Funds 83%, Local Funds 17%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the plans and specifications issued prior the September 30, 2014, bid opening; and
2. Accept the low bid of R.J. Noble Company of Orange, CA in the amount of \$2,697,316; and
3. Award the contract to R.J. Noble Company and authorize the Chairman of the Board to execute the contract documents; and
4. 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:sb

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 2,697,316	\$ 0	\$ 2,697,316	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: STP-Formula (Urban/Urban Place) (83%), Measure A/Western (17 %). There are no General Funds used in this project.

Budget Adjustment: No
For Fiscal Year: 2014/2015

C.E.O. RECOMMENDATION:

APPROVE
BY:
Tina Grant

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: None
Date: January 13, 2015
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 09/30/14, Item 3-27 | **District:** 1 | **Agenda Number:**

3-13

FORM APPROVED COUNTY COUNSEL
BY:
ANITA C. WILLIS
DATE: 12-22-14

Departmental Concurrence

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Rancho California Road Resurfacing Project, Community of Santa Rosa. 1st District; [\$2,697,316];
Federal Funds 83%, Local Funds 17%

DATE: December 8, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

By Minute Order dated September 30, 2014 (Agenda Item 3-27), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of Rancho California Road Resurfacing Project from De Luz Road to the Temecula city limit in the community of Santa Rosa.

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

Five bids were received on October 29, 2014, ranging from \$2,697,316 to \$3,210,000. 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 in the amount of \$2,697,316, which is \$192,684 (6.67%) below the Engineer's Estimate.

The roadway resurfacing will extend the service life and improve the safety and efficiency of vehicular traffic. The improvements include pulverizing existing pavement and placing 0.5 feet new hot mix asphalt. Shoulder backing material will be placed to protect the outside edge of pavement and prevent edge cracking and pavement edge deterioration. Safety improvement items include striping, reflective pavement markers, centerline rumble strip, and the construction of a pavement "safety edge." The "safety edge" is engineered to enable drivers who drift off of the paved surface to return to the traveled surface safely.

The construction duration set for this project is approximately three months, and construction is anticipated to be completed by June 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: B0-0512

Federal Aid No.: STPL-5956(233)

Impact on Residents and Businesses

The proposed improvements will benefit the project area by significantly improving the existing infrastructure, preserving and extending the service life as well as providing upgrades to enhance safety.

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 \$2,697,316. The project is funded with STP-Formula (Urban/Urban Place) and Measure A/Western.

There are no General Funds used in this project.

Contract History and Price Reasonableness

N/A

Contract

**Rancho California Road Resurfacing
De Luz Road to Temecula City Limit
Community of Santa Rosa
Project No. B0-0512
Federal Aid No. STPL-5956 (233)**

THIS CONTRACT, made and concluded, in duplicate as of the date set forth below, between the County of Riverside, party of the first part, and **R. J. Noble Company** Contractor, party of the second part.

ARTICLE I:

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, the work described in the Special Provisions and the Project Plans described below, including any addenda No. 1 issued thereto, and also in conformance with the California Department of Transportation Standard Plans dated May 2006, the Standard Specifications dated May 2006 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown on Plans entitled **Rancho California Road Resurfacing, De Luz Road to Temecula City Limit, Community of Santa Rosa, Project No. B0-0512, Federal Aid No. STPL-5956(233)**, Plan number **958-mm**, approved **September 4, 2014**, on file with the County Surveyor, which said project plans are hereby made a part of this Contract.

ARTICLE II:

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III:

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV:

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V:

And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Riverside, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

**Rancho California Road Resurfacing
De Luz Road to Temecula City Limit
Community of Santa Rosa**

**Project No. B0-0512
Federal Aid No. STPL-5956 (233)**

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	20,000.00	20,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	8,000.00	8,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	85,000.00	85,000.00
4	160101	CLEARING AND GRUBBING	LS	1	52,000.00	52,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	9,000.00	9,000.00
6	015602	FUNDING AWARENESS SIGN	EA	2	500.00	1,000.00
7	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	3,500.00	7,000.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	83,000	3.35	278,050.00
9	152500	ADJUST METAL BEAM GUARD RAILING	LF	1,600	42.50	68,000.00
10	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	2,000	3.50	7,000.00
11	000001	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
12	190185	SHOULDER BACKING	LF	41,200	3.00	123,600.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	20	2,200.00	44,000.00
14	390130	HOT MIX ASPHALT	TON	27,900	60.50	1,687,950.00
15	394001	PLACE ASPHALT CONCRETE DIKE	LF	40,000	1.30	52,000.00
16	394050	RUMBLE STRIP	LF	20,000	0.55	11,000.00
17	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	2	7,000.00	14,000.00
18	820118	GUARD RAILING DELINEATOR	EA	170	27.00	4,590.00
19	820130	OBJECT MARKER [INCLUDING DELINEATORS]	EA	48	72.00	3,456.00
20	839539	TERMINAL SYSTEM (TYPE SKT)	EA	10	3,950.00	39,500.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	350	4.20	1,470.00
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	60,000	0.27	16,200.00

Contract (continued)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
23	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,500	3.00	4,500.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	140,000.00	140,000.00
25	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	20,000.00	20,000.00

PROJECT TOTAL Two million, six hundred ninety seven thousand, three hundred sixteen dollars and zero cents \$2,697,316.00

ITEMS 1-25 "WORDS"

**Rancho California Road Resurfacing
De Luz Road to Temecula City Limit
Community of Santa Rosa**

**Project No. B0-0512
Federal Aid No. STPL-5956 (233)**

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: Marion Ashley BY: X [Signature]
MARION ASHLEY
Chairman, Board of Supervisors

DATED: JAN 13 2015 TITLE: MICHAEL J. CARVER, PRESIDENT
(If Corporation, affix Seal)

ATTEST: ATTEST:
Kecia Harper-Ihem, Clerk of the Board X [Signature]

BY: [Signature] TITLE: STEVE MENDOZA, SECRETARY
Deputy

Licensed in accordance with an act providing
for the registration of Contractors,
License No. 782908 CLASS A & C-12

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 12/22/14
TARSHA L. 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 12/01/14 before me, J. DeLongh, Notary Public

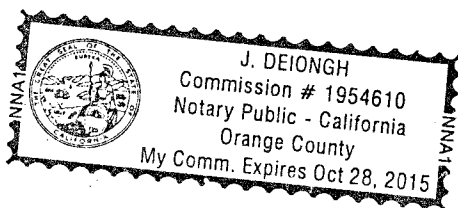
Date

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

**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:

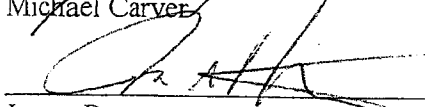
President:	Michael Carver
Vice President	Norm Wright
Vice President	Craig Porter
Secretary	Steve Mendoza
Assistant Secretary	Chris Page
Chief Financial Officer	James Ducote

Dated: June 30, 2010

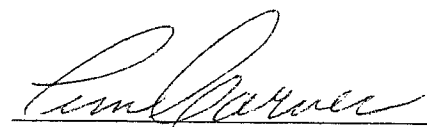
SIGNATURES OF ALL DIRECTORS:



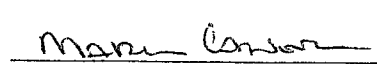
Michael Carver



James Ducote



Tim Carver



Mark Carver

Mel Skolnick

Performance Bond

Recitals:

1. **R. J. Noble Company** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Rancho California Road Resurfacing, De Luz Road to Temecula City Limit, Community of Santa Rosa, Project No. B0-0512, Federal Aid No. STPL-5956(233)**.
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 **\$2,697,316.00 (Two million, six hundred ninety seven thousand, three hundred sixteen dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for 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 **\$2,697,316.00 (Two million, six hundred ninety seven thousand, three hundred sixteen dollars and zero 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 **Rancho California Road Resurfacing, De Luz Road to Temecula City Limit, Community of Santa Rosa, Project No. B0-0512, Federal Aid No. STPL-5956(233)**.

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

Bond No. 58720940
Executed in Duplicate

Recitals:

1. **R. J. Noble Company** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Rancho California Road Resurfacing, De Luz Road to Temecula City Limit, Community of Santa Rosa, Project No. B0-0512, Federal Aid No. STPL-5956(233).**
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 **\$2,697,316.00 (Two million, six hundred ninety seven thousand, three hundred sixteen dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for 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 November 25, 2014

By X 
MICHAEL J. CARVER, PRESIDENT

By X 

By X 
STEVE MENDOZA, SECRETARY

Type Name James Scott Salandi,

Its Attorney in Fact
"Surety"

Title R.J. NOBLE COMPANY

Surety: Western Surety 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 12/01/14 before me, J. DeLongh, Notary Public

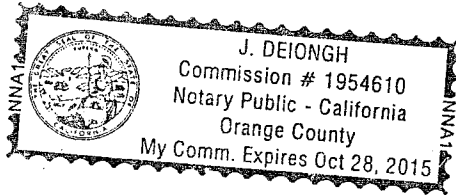
Date

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:

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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

Corporate Officer -- Title(s): _____

Individual

Partner -- Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On 12/01/14 before me, J. DeLongh, Notary Public

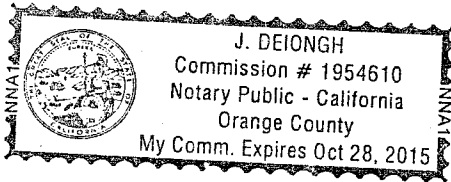
Date

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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

ACKNOWLEDGMENT

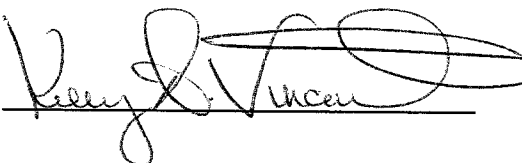
State of California
County of Orange)

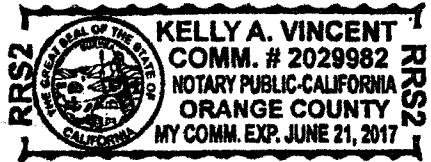
On November 25, 2014 before me, Kelly A. Vincent, a Notary Public
(insert name and title of the officer)

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  (Seal)



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 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 **\$2,697,316.00 (Two million, six hundred ninety seven thousand, three hundred sixteen dollars and zero 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 **Rancho California Road Resurfacing, De Luz Road to Temecula City Limit, Community of Santa Rosa, Project No. B0-0512, Federal Aid No. STPL-5956(233)**.

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.

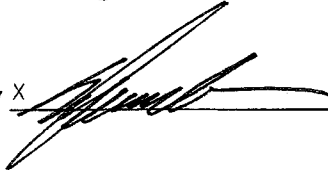
Dated: November 25, 2014

R.J. NOBLE COMPANY

Original Contractor – Principal

Western Surety Company

Surety

By x 

By x 

**James Scott Salandi,
Its Attorney In Fact**

Title MICHAEL J. CARVER, 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).

ACKNOWLEDGMENT

State of California
County of Orange)

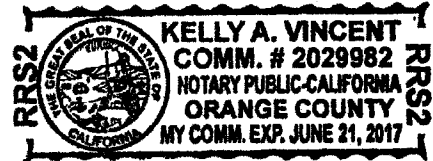
On November 25, 2014 before me, Kelly A. Vincent, a Notary Public
(insert name and title of the officer)

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)



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 9th day of May, 2014.



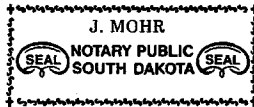
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of May, 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 25 day of November, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



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

COMPANY PROFILE

Company Information

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)

11/18/2014

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	CONTACT NAME:	
	PHONE (A/C. No. Ext): (949) 486-7900	FAX (A/C. No.): (949) 486-7950
www.patriotrisk.com	OG55454	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:		

INSURED
R. J. Noble Company, Inc.
15505 Lincoln Avenue
P.O. Box 620
Orange CA 92856-9020

COVERAGES

CERTIFICATE NUMBER: 22392202

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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"/> PROJECT <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 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	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 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	Y/N <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	WC017436300 No Deductible for Workers Compensation	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: RJN #91489 / Rancho CA Road Resurfacing, De Luz Road to Temecula City Limit Community of Santa Rosa/Prijt #B0-0512
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

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



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,	
lected 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.

 11/18/2014

U-GL-1177-E CW (04/12)
Page 2 of 2

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

POLICY NUMBER: BAP017436700

COMMERCIAL AUTO
CA 20 48 10 13

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.

Laura Szy 11-18-2014

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

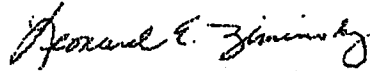
Policy No. WC017436300

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

Zurich North America

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



ZURICH®

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	\$261,186
Policy Minimum Earned Premium	\$65,297

7. Schedule of Underlying Insurance: See attached Schedule of Underlying Insurance

8. Endorsements Attached: See attached Schedule of Forms and Endorsements



ZURICH[®]

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)



ZURICH[®]

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



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

COMPANY PROFILE

Company Information

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

back to top

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
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION



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

COMPANY PROFILE

Company Information

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

back to top

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
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

back to top

Bid

Date: OCTOBER 29, 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 Rancho California Road Resurfacing Project, De Luz Road to Temecula City Limit, in the Community of Santa Rosa, Project No. B0-0512, Federal Aid No. STPL - 5956 (233) 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 Instructions to Bidders and General Conditions (Special Provisions), 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.

**RANCHO CALIFORNIA ROAD RESURFACING
DE LUZ ROAD TO TEMECULA CITY LIMIT
COMMUNITY OF SANTA ROSA
PROJECT NO. B0-0512
FEDERAL AID NO. STPL-5956(233)**

PROPOSAL (REVISED)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	20,000.00	20,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	8,000.00	8,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	85,000.00	85,000.00
4	160101	CLEARING AND GRUBBING	LS	1	52,000.00	52,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	9,000.00	9,000.00
6	015602	FUNDING AWARENESS SIGN	EA	2	500.00	1,000.00
7	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	3,500.00	7,000.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	83,000	3.35	278,050.00
9	152500	ADJUST METAL BEAM GUARD RAILING	LF	1,600	42.50	68,000.00
10	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	2,000	3.50	7,000.00
11	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
12	190185	SHOULDER BACKING	LF	41,200	3.00	123,600.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	20	2,200.00	44,000.00
14	390130	HOT MIX ASPHALT	TON	27,900	60.50	1,687,950.00
15	394001	PLACE ASPHALT CONCRETE DIKE	LF	40,000	1.30	52,000.00
16	394050	RUMBLE STRIP	LF	20,000	0.55	11,000.00
17	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	2	7,000.00	14,000.00
18	820118	GUARD RAILING DELINEATOR	EA	170	27.00	4,590.00
19	820130	OBJECT MARKER [INCLUDING DELINEATORS]	EA	48	72.00	3,456.00
20	839539	TERMINAL SYSTEM (TYPE SKT)	EA	10	3,950.00	39,500.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	350	4.20	1,470.00
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	60,000	0.27	16,200.00
23	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,500	3.00	4,500.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	140,000.00	140,000.00
25	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	20,000.00	20,000.00

two million six hundred ninety seven thousand
three hundred sixteen dollars and no cents

PROJECT TOTAL:
ITEMS 1-25

"WORDS"

\$2,697,316.00

Bidder Data and Signature

Name of Bidder: R.J. NOBLE COMPANY

Type of organization: A 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 92865

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: 08/31/2016

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:

**Rancho California Road Resurfacing
De Luz Road to Temecula City Limit
Community of Santa Rosa
Project No. B0-0512
Federal Aid No. STPL – 5956 (233)**

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.

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that the foregoing Statements and Questionnaire are true and correct and that the Bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission regulations (Chapter 5, Title 2 of the California Administrative Code).

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and Title 49 code of Federal Regulations, part 29 Debarment and Suspension Certification, and Disclosure of Lobbying Activities are 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):

STEVE MENDOZA

Title:

SECRETARY

“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 SECRETARY (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

29TH (Month) OCTOBER (Day) of 2014 (Year),
at ORANGE (City), CA (State).

Signature of Declarant: X 

Printed name of Declarant: STEVE MENDOZA

Name of Bidder (Company): R.J. NOBLE COMPANY

Title or Office: SECRETARY

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 10/29/14 before me, J. DeLongh, Notary Public

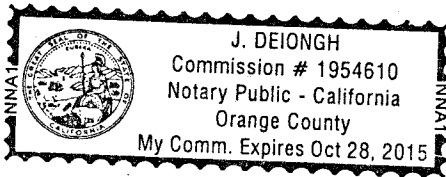
Date

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

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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer Is Representing: _____

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> STEVE MENDOZA, SECRETARY		
<i>Date Executed</i> 10/29/2014	<i>Executed in</i> ORANGE, CALIFORNIA	

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>	

Equal Employment Opportunity Certification

The bidder R.J. NOBLE COMPANY,
proposed subcontractor _____,
hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

R.J. NOBLE COMPANY

(Company name)

By:



(Signature)

STEVE MENDOZA

(Name, print)

SECRETARY

(Title)

10/29/2014

(Date)

Note:

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Public Contract Code Statements and Questionnaire

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has** _____, **has not** XXXX been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No XXXXX

If the answer is yes, explain the circumstances on a separate page.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Debarment and Suspension Certification

(Title 49, Code of Federal Regulations, Part 29)

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

NONE

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

NONE

Notes:

Providing false information may result in criminal prosecution or administrative sanctions.

Attention is directed to Title 2, Code of Federal Regulations, Parts 180 and 1200

Attention is directed to Form FHWA-1273, Section IV, Subsection 10. Certification of eligibility

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Nonlobbying Certification

(for Federal-Aid Contracts)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: Congressional District, if known _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <input checked="" type="checkbox"/> <u>Steve Mendoza</u>		
Print Name: <u>STEVE MENDOZA</u>		
Title: <u>SECRETARY</u>		
Telephone No.: <u>714-637-1550</u>		Date: <u>10/29/14</u>

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Instructions for Completion of Standard Form – LLL

Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90

Local Agency Bidder – DBE Commitment (Construction Contracts), Exhibit 15-G

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: County of Riverside LOCATION: Rancho California Road in the Community of Santa Rosa

PROJECT DESCRIPTION: Resurfacing from De Luz Road to Temecula City Limit

TOTAL CONTRACT AMOUNT: \$ 2,697,316.00

BID DATE: 10/29/2014

BIDDER'S NAME: R.J. NOBLE COMPANY

CONTRACT DBE GOAL: 3.0%

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT, DBE
15	Place AC Dike	CT-000219 07/19/2019	A.C. DIKE COMPANY 2788 VENTURA DR. LINCOLN, CA 95648 916-652-0159	\$40,000.00
9, 18, 20	Guard Rail	CT-034153 12/15/2014	ACE FENCE COMPANY 727 N. GLENDORA AVE LA PUENTE, CA 91744 626-333-0727	\$108,020.00

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Print Name _____ Signature _____ Date _____
Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed DBE Participation

\$ 148,020.00

5.48 %

X *Steve Mendoza*
Signature of Bidder

10/29/2014 714-637-1550
Date (Area Code) Tel. No.

STEVE MENDOZA, SECRETARY
Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

- Distribution:**
- (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
 - (2) Copy – Include in award package to Caltrans District Local Assistance
 - (3) Original – Local agency files

Local Agency Bidder – DBE Information Attachment

Bids Received By Apparent Low Bidder, Second Low Bidder, and Third Low Bidder

Bidder information shall be furnished, using this form, for each supplier, trucking firm and sub-contract bid/proposal that the apparent low bidder received pertaining to the reference project, whether or not the bidding supplier, trucking firm or sub-contractor was awarded work by the apparent low bidder, and whether or not the bid/proposal was solicited by the apparent low bidder. Bidder information is required for both DBE and non-DBE firms. This information must be submitted by the apparent low bidder, second low bidder and third low bidder as an attachment to the completed "Local Agency Bidder – DBE Commitment (Construction Contracts), Exhibit 15-G" form. Use additional sheets if necessary.

Type of work	DBE Firm Name and Address	Certified DBE [Yes or No]	Last Year's Gross Receipts [a]	Age of DBE Firm [Years]
PULVERIZE AC	PRECISION COLD PLANING 13552 CALIMESA BLVD YUCAIPA, CA 92399	NO	3	N/A
STRIPING	PCI, 1105 E. HILL STREET LONG BEACH, CA 90608	NO	2	N/A
STRIPING	J & S STRIPING 1544 S. VINEYARD AVE., ONTARIO, CA	NO	2	N/A
STRIPING	CHRISP COMPANY 2280 S. LILAC AVE, BLOOMINGTON, CA	NO	2	N/A
BASE	CHANDLER AGGREGATES 24867 MAITRI ROAD, CORONA, CA	NO	3	N/A
STRIPING	CAL-STRIPE 2040 E. STEEL ROAD, COLTON, CA	NO	2	N/A
STRIPING	ORANGE COUNTY STRIPING 183 N. PIXLEY ST., ORANGE, CA 92868	NO	3	N/A
DIKE	APCO P.O. BOX 790 GOSHEN, CA 93227	NO	3	N/A
STRIPING	PAYCO 120 N. SECOND AVE., CHULA VISTA, CA	YES	2	35 YEARS
SURVEY	LANDMARK SURVEYING 7231 BOULDER AVE., #538 HIGHLAND, CA	YES	1	3 YEARS
GRIND AC	PAVEMENT RECYCLING SYSTEMS 10240 SAN SEVAINE WAY, JURUPA, CA	NO	3	N/A

(a) Required for each Federal aid contract in conformance with 49 CFR 26, in establishing annual DBE goals.

Indicate approximate amount:

- (1) if under \$1 Million,
- (2) if between \$1 Million and \$5 Million, or
- (3) if greater than \$5 Million

Local Agency Bidder – DBE Information Attachment

Bids Received By Apparent Low Bidder, Second Low Bidder, and Third Low Bidder

Bidder information shall be furnished, using this form, for each supplier, trucking firm and sub-contract bid/proposal that the apparent low bidder received pertaining to the reference project, whether or not the bidding supplier, trucking firm or sub-contractor was awarded work by the apparent low bidder, and whether or not the bid/proposal was solicited by the apparent low bidder. Bidder information is required for both DBE and non-DBE firms. This information must be submitted by the apparent low bidder, second low bidder and third low bidder as an attachment to the completed "Local Agency Bidder – DBE Commitment (Construction Contracts), Exhibit 15-G" form. Use additional sheets if necessary.

Type of work	DBE Firm Name and Address	Certified DBE [Yes or No]	Last Year's Gross Receipts [a]	Age of DBE Firm [Years]
FENCE	ALCORN FENCE P.O. BOX 3279, RIVERSIDE, CA 92519	NO	2	N/A
DIKE	AC DIKE CO 2788 VENTURA DR. LINCOLN, CA	YES	2	33 YEARS
FENCE	ACE FENCE 727 N. GLENDORA AVE, LA PUENTE, CA	YES	3	26 YEARS
Concrete	EBB General 1320 E. 6th St. Ste 100 CORONA	NO	2	N/A

(a) Required for each Federal aid contract in conformance with 49 CFR 26, in establishing annual DBE goals.
 Indicate approximate amount:
 (1) if under \$1 Million,
 (2) if between \$1 Million and \$5 Million, or
 (3) if greater than \$5 Million



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

Transportation Department

ADDENDUM NUMBER 1

Dated October 23, 2014

to the
Specifications and Contract Documents
for the construction of

Rancho California Road Resurfacing
De Luz Road to Temecula City Limit
Community of Santa Rosa
Project No. B0-0512
Federal Aid No. STPL-5956(233)

Bids Due: **Wednesday, October 29, 2014; 2:00 p.m.**
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to Section 2-1.03 of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the plans and specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Bid. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted Bid.

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

<http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Revised Proposal
Refer to "Proposal" pages B2 of Special Provisions. Proposal (page B2) is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**. The following revisions have been made to the bid Proposal:

- a. Following bid item has been deleted:
 - Item 11, Lead Compliance Plan

See Attachment "A"

Item 2: Liquidated Damages:

Refer to section 4-1.04 Liquidated Damages on page 33 of Special Provisions. Second paragraph of this section is deleted and replaced with the following:

"In addition to the liquidated damages set forth above, the first lift of asphalt concrete paving shall be placed prior to the end of each working day of the removal of existing asphalt concrete for each street segment. A street segment is hereby defined as that area of road removed in one (1) day. Contractor shall pay to the County of Riverside the sum of **\$500 per day**, for each and every calendar day's delay in completing paving within the time prescribed above, for each street segment subjected to delay, and shall apply separately to each street segment within the scope of work."

Item 3: Federal Minimum Wages Update:

Refer to Appendix C in the Special Provisions, "Federal Prevailing Wages Decision", pages 1 through 20. Delete and replace these pages with the following:

Federal wage determination, General Decision No. CA140036-CA36, Modification No. 19, dated **10/17/2014**, shall apply to this project. This document is available upon request from the Transportation Department: (951) 955-6780, and also posted on following County website:

<http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

Item 4: Project Appearance:

Refer to section 7-1.03 Project Appearance on page 56 of Special Provisions, following Special Provision paragraph is added and made part thereof;

Additional Liquidated Damages:

In addition to the Liquidated damages set forth in section "Liquidated Damages", if the Contractor fails to comply with the requirements of Project Appearance section, the Contractor shall pay to the County of Riverside the sum of **\$500.00** per day for each and every calendar days delay after the expiration of 48 hours notification from the Engineer.

Item 5: Page Numbers Repetition:

Refer to section 8 and Section 10 of Special Provisions; Section 8 ends at page 70, and Section 10 should have begun from page 71. However, inadvertently, Section 10 begins at page 68.

Bidders are advised to renumber first three pages of section 10 as:

Page 68 of Section 10 = Page 70A
Page 69 of Section 10 = Page 70B
Page 70 of Section 10 = page 70C

Item 6: Shoulder Backing:

Refer to section 10-1.15 Shoulder Backing on page 83 of Special Provisions, second paragraph of this section is deleted and replaced with the following;

Onsite material may be used to fill in low areas, subject to approval by the Engineer. Ground Asphalt Concrete will not be permitted to use as shoulder backing material.

- a. Shoulder Backing will only be placed on embankments that will support a minimum of 2' shoulder backing; all other embankments will be considered omitted.
- b. The contract bid price paid for Shoulder Backing will include grading adjacent cut slopes to provide 3' graded shoulder. Shoulder in cut slopes will be graded to drain away from Roadway/Top of Dike.

Item 7: Environmental- Lead Based Paint Testing Prior to Start of Construction.

Refer to Section 10-1.27, Material Containing Aerially Deposited Lead on page 102 of Special Provisions is deleted and replaced with the following:

Yellow Traffic Stripe And Pavement Marking (Potential Hazardous Waste):

Prior to commencing work, the Contractor shall test the yellow striping and pavement markings for hazardous substances. If the tested material is rendered harmless, the Contractor may continue work. If the tests are positive for Lead Based Paint, the Contractor shall remove any yellow traffic striping and pavement markings in accordance with the following special provisions.

Remove Traffic Stripes and Pavement Markings Containing Lead

Contractor shall properly manage removed stripe and pavement marking as a hazardous waste and to have and implement a lead compliance plan prepared by a Certified Industrial Hygienist (CIH).

Background

Existing yellow thermoplastic and yellow painted traffic stripe and pavement marking may have residue from the removal that is a hazardous waste.

Residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking may contain lead chromate. The average lead concentration of greater than or equal to 1000 mg/kg total lead or 5 mg/l soluble lead could be hazardous. When originally applied to the roadway, the yellow thermoplastic and yellow painted traffic stripe and pavement marking could contain as much as 2.6 percent lead. Residue produced from the removal of this yellow thermoplastic and yellow painted traffic stripe and pavement marking may contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs.

For bidding purposes, assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.. Yellow thermoplastic and yellow paint may produce toxic fumes when heated.

Submittals

Lead Compliance Plan:

Prepare a work plan to prevent or minimize worker exposure to lead while managing and handling earth materials, paint system debris, traffic stripe residue, and pavement marking residue containing lead. Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

The plan must contain the items listed on 8 CA Code of Regs § 1532.1(e)(2)(B). Before submittal, a CIH must sign and seal the plan. Submit at least 7 days before starting any activity that presents the potential for lead exposure. The Engineer notifies you of the acceptability of the plan within 4 business days of receipt.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including County employees, provide safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance program.

Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 2 County employees.

Work Plan: Submit a work plan for the removal, containment, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking for acceptance not less than 15 days prior to the start of the removal operations. The work plan must include:

- A. Objective of the operation.
- B. Removal equipment.
- C. Type of hazardous waste storage containers.
- D. Container storage location and how it will be secured.
- E. Hazardous waste sampling protocol and QA/QC requirements and procedures.
- F. Qualifications of sampling personnel.
- G. Analytical lab that will perform the analyses.
- H. Certification documentation of the hazardous waste hauler that will transport the hazardous waste.
- I. Disposal site that will accept the hazardous waste residue.

The Engineer will review the work plan within 5 business days of receipt.

Do not perform work that generates hazardous waste residue until the work plan has been accepted by the Engineer. The Engineer's review and acceptance does not waive any contract requirements and does not relieve the Contractor from complying with Federal, State, and local laws, regulations, and requirements.

Correct any rejected work plan and resubmit a corrected work plan within 5 business days of notification by the Engineer; at which time a new review period of 5 business

days will begin.

Analytical Test Results: Submit analytical test results of the residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking, including chain of custody documentation, for review and acceptance before:

- A. Requesting the Engineer's signature on the waste profile requested by the disposal facility.
- B. Requesting the Engineer obtain an EPA ID no. for disposal.
- C. Removing the residue from the site.

United States Environmental Protection Agency Identification Number Request: Submit a request for the U.S. EPA ID no. when the Engineer accepts analytical test results documenting that residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking is a hazardous waste.

Disposal Documentation: Submit receiving landfill documentation of proper disposal within 5 business days of residue transport from the project.

CONSTRUCTION

Where grinding or other approved methods are used to remove yellow thermoplastic and yellow painted traffic stripe and pavement marking that will produce a hazardous waste residue, the removed residue, including dust, must be contained and collected immediately. Use a HEPA filter-equipped vacuum attachment operated concurrently with the removal operations or other equally effective approved methods for collection of the residue.

Store hazardous waste residue in labeled and covered containers. Labels must comply with the provisions of 22 CA Code of Regs §§66262.31 and 66262.32. Mark labels with:

- A. Date the hazardous waste is generated.
- B. The words "Hazardous Waste".
- C. Composition and physical state of the hazardous waste (for example, asphalt grindings with thermoplastic or paint).
- D. The word "Toxic".
- E. Name, address, and telephone no. of the Engineer.
- F. Contract No.
- G. Contractor or subcontractor name.

Use metal containers approved by the U.S. Department of Transportation for the transportation and temporary storage of the removed residue. Handle the containers such that no spillage occurs. Store containers in a secured enclosure. Acceptable secure enclosures include a locked chain link fenced area or a lockable shipping container located within the project limits until disposal as approved.

Make necessary arrangements to test the yellow thermoplastic and yellow paint hazardous waste residue as required by the disposal facility and these special provisions. Testing must include, at a minimum:

- A. Total lead by EPA Method 6010C.
- B. Total chromium by US EPA Method 7000 series.

- C. Soluble lead by California Waste Extraction Test.
- D. Soluble chromium by California Waste Extraction Test.
- E. Soluble lead by Toxicity Characteristic Leaching Procedure.
- F. Soluble chromium by Toxicity Characteristic Leaching Procedure.

From the 1st 220 gallons of hazardous waste or portion thereof if less than 220 gallons of hazardous waste are produced, a minimum of 4 randomly selected samples must be taken and analyzed individually. Samples must not be composited. From each additional 880 gallons of hazardous waste or portion thereof if less than 880 gallons are produced, a minimum of 1 additional random sample must be taken and analyzed. Use chain of custody procedures consistent with Chapter 9 of U.S. EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) while transporting samples from the project to the laboratory. Each sample must be homogenized before analysis by the laboratory performing the analyses. A sample aliquot sufficient to cover the amount necessary for the total and the soluble analyses must then be taken. This aliquot must be homogenized a 2nd time and the total and soluble analyses run on this aliquot. The homogenization process must not include grinding of the samples. Submit the name and location of the disposal facility that will be accepting the hazardous waste and the analytical laboratory along with the testing requirements not less than 5 business days before the start of removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The analytical laboratory must be certified by the CA Department of Public Health Environmental Laboratory Accreditation Program for all analyses to be performed.

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in CA under the requirements of the disposal facility operator within 5 days after accumulating 220 pounds of residue and dust.

If less than 220 pounds of hazardous waste residue and dust is generated in total, it must be disposed of within 5 days after the start of accumulation of the residue and dust.

Use a hazardous waste manifest and a transporter registered with the CA Department of Toxic Substance Control. The Engineer will obtain the U.S. EPA ID No. and will sign all manifests as the generator within 2 business days of receiving and accepting the analytical test results and receiving your request for the U.S. EPA ID No.

If analytical test results demonstrate that the residue is a non-hazardous waste and the Engineer agrees, dispose of the residue at an appropriately permitted Class II or Class III facility under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

Method of Payment:

Full compensation for lead based paint testing, removing yellow traffic stripe and markings (hazardous waste) shall be paid on a Force Account basis, in accordance with Section 9-1.03 of the Standard Specification under the bid item for Miscellaneous Work (as directed) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in testing, removal containment, storage, and disposal, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Item 8: Adjust Metal Beam Guard Railing:

Refer to section 10-1.28 Adjust Metal Beam Guard Railing on page 103 of Special Provision, following additional provision included and made part thereof.

Contractor shall install remove existing guard railing from existing wood posts and install it on steel posts. The removed wood posts will become the property of the Contractor and shall be disposed of properly as directed by Engineer.

Contractor shall remove and replace damaged segments of MBGR with new MBGR.

The cost of the removal of existing wood posts, furnishing and installing new steel posts and the portion/segment of MBGR shall be considered as included in the contract bid price paid for Adjust Metal Beam Guard Railing, and no additional compensation will be allowed.

MODIFICATIONS / CLARIFICATIONS TO PLANS:

Item 9: Construction Note Correction

Following Construction Notes (CN) are deleted and replaced with the Following:

CN-6:

Place 0.50' HMA Type C (PG 70-10) in 2 lifts, 0.2' (3/4" Mix) over 0.3' (1" Mix)

CN-13

Place new steel posts, offset 3' from existing posts, and adjust MBGR to Standard A77E2, type 11D layout, including end treatments. Remove existing wood posts after adjustments

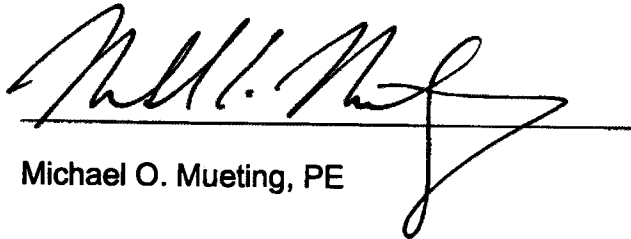
Item 10: Plan Sheet 3 of 13 (L-1)

Refer to plan sheet 3 of 13 and add construction Note No. 1 between Sta. 21+00 to 30+00 to protect existing landscaping and irrigation systems in place.

Item 11: Plan Sheet 9 of 13 (L-7)


Refer to plan sheet 9 of 13 and add between Sta. 141+60 to 142+60
Dike shall be Caltrans Type E

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


Michael O. Mueting, PE



Concurrence:

 10/23/14
Khalid Nasim, PE
Engineering Division Manager

Acknowledged: x  Date: 10/28/2014
(Contractor)
JRJ:jj:sb STEVE MENDOZA, SECRETARY

Note: Refer to Section 2-1.03, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

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 Rancho California Road Resurfacing Project, De Luz Road to Temecula City Limit, in the Community of Santa Rosa, Project No. B0-0512, Federal Aid No. STPL-5956 (233) 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:

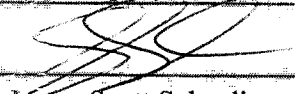
1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the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

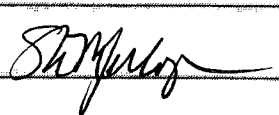
Dated: October 7, 2014

Signatures:

Surety:
Western Surety Company

Principal:
R.J. NOBLE COMPANY

By: x 
Title: James Scott Salandi,
Attorney in Fact
"Surety"

By: x 
Title: STEVE MEDNOZA, SECRETARY
"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).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On 10/10/14 before me, J. DeLongh, Notary Public

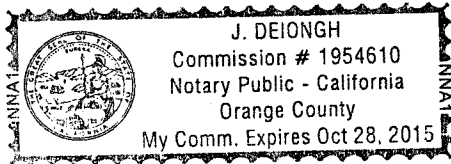
Date

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

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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

ACKNOWLEDGMENT

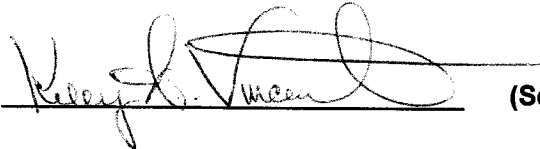
State of California
County of Orange)

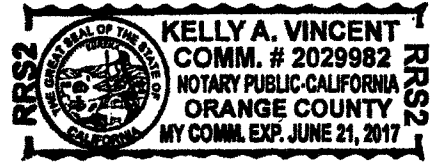
On October 7, 2014 before me, Kelly A. Vincent, a Notary Public
(insert name and title of the officer)

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  (Seal)



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

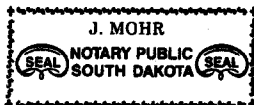
Paul T. Bruflat, Vice President

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 7 day of October, 2014.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



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

COMPANY PROFILE

Company Information

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

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

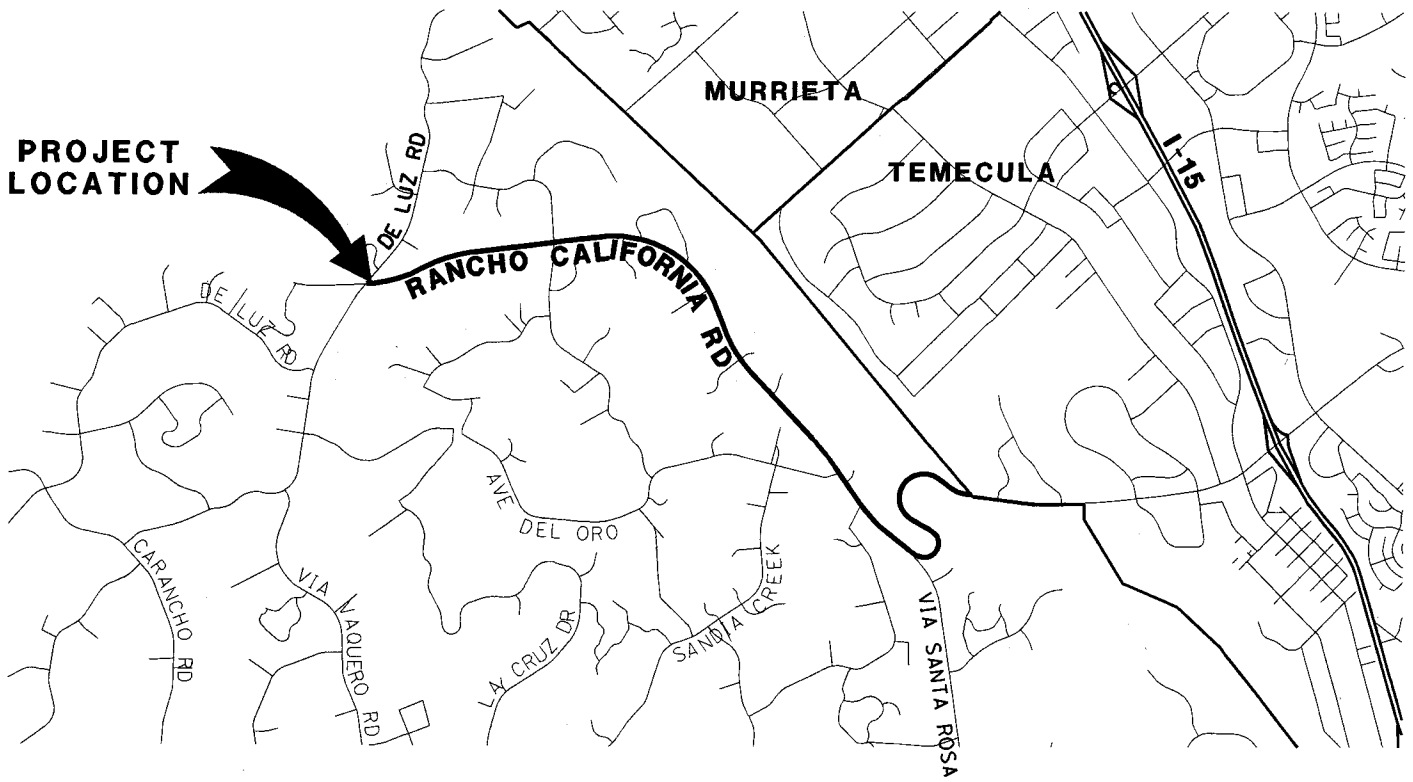
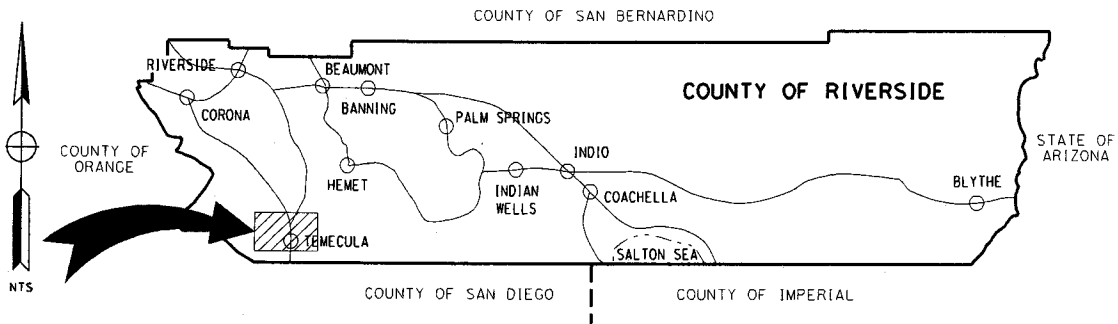
RANCHO CALIFORNIA ROAD RESURFACING

DE LUZ RD TO TEMECULA CITY LIMITS

COMMUNITY OF SANTA ROSA

PROJECT No. B0-0512

FEDERAL AID No. STPL-5956 (233)



VICINITY MAP

TOWNSHIP 85R RANGE 3W SECTION 3, 4, 5, 10
COUNTY ROAD BOOK PAGE No. 84B

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Rancho California Road Resurfacing
De Luz Road to Temecula City Limit
Community of Santa Rosa**

**Advertised: September 30, 2014 (Agenda Item: 3-27)
Addenda: 1(10/23/14)
Bids Open: 2 pm Date: Wednesday, October 29, 2014**

PROJECT No. B0-0512, Federal Aid No. STPL-5956(233)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	COUNTY'S ESTIMATE		BID ESTIMATE
						ENG ESTIMATE	BID UNIT PRICE	
1	066102	DUST ABATEMENT	LS	1	10,000.00	10,000.00	20,000.00	20,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	10,000.00	10,000.00	8,000.00	8,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	44,000.00	44,000.00	85,000.00	85,000.00
4	160101	CLEARING AND GRUBBING	LS	1	4,500.00	4,500.00	52,000.00	52,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	9,000.00	9,000.00
6	015602	FUNDING AWARENESS SIGN	EA	2	1,500.00	3,000.00	500.00	1,000.00
7	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	2,000.00	4,000.00	3,500.00	7,000.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	83,000	2.00	166,000.00	3.35	278,050.00
9	152500	ADJUST METAL BEAM GUARD RAILING	LF	1,600	15.00	24,000.00	42.50	68,000.00
10	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	2,000	4.00	8,000.00	3.50	7,000.00
11	000001	ITEM DELETED BY ADDENDUM						
12	190185	SHOULDER BACKING	LF	41,200	2.00	82,400.00	3.00	123,600.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	20	1,000.00	20,000.00	2,200.00	44,000.00
14	390130	HOT MIX ASPHALT	TON	27,900	70.00	1,953,000.00	60.50	1,687,950.00
15	394001	PLACE ASPHALT CONCRETE DIKE	LF	40,000	6.00	240,000.00	1.30	52,000.00
16	394050	RUMBLE STRIP	LF	20,000	0.50	10,000.00	0.55	11,000.00
17	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	2	2,500.00	5,000.00	7,000.00	14,000.00
18	820118	GUARD RAILING DELINEATOR	EA	170	30.00	5,100.00	27.00	4,590.00
19	820130	OBJECT MARKER [INCLUDING DELINEATORS]	EA	48	200.00	9,600.00	72.00	3,456.00
20	839539	TERMINAL SYSTEM (TYPE SKT)	EA	10	3,500.00	35,000.00	3,950.00	39,500.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	350	4.00	1,400.00	4.20	1,470.00
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	60,000	0.20	12,000.00	0.27	16,200.00
23	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,500	2.00	3,000.00	3.00	4,500.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	140,000.00	140,000.00	140,000.00	140,000.00
25	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	90,000.00	90,000.00	20,000.00	20,000.00
PROJECT TOTAL						2,890,000.00		2,697,316.00
ITEMS 1 - 25								

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Rancho California Road Resurfacing
De Luz Road to Temecula City Limit
Community of Santa Rosa**

**Advertised: September 30, 2014 (Agenda Item: 3-27)
Addenda: 1(10/23/14)
Bids Open: 2 pm Date: Wednesday, October 29, 2014**

PROJECT No. B0-0512, Federal Aid No. STPL-5956(233)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	3,100.00	3,100.00	40,000.00	40,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	5,150.00	5,150.00	20,000.00	20,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	181,000.00	181,000.00	110,000.00	110,000.00
4	160101	CLEARING AND GRUBBING	LS	1	4,500.00	4,500.00	7,500.00	7,500.00
5	170101	DEVELOP WATER SUPPLY	LS	1	2,580.00	2,580.00	10,000.00	10,000.00
6	015602	FUNDING AWARENESS SIGN	EA	2	770.00	1,540.00	1,500.00	3,000.00
7	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	4,600.00	9,200.00	4,000.00	8,000.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	83,000	1.22	101,260.00	2.35	195,050.00
9	152500	ADJUST METAL BEAM GUARD RAILING	LF	1,600	34.00	54,400.00	43.10	68,960.00
10	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	2,000	4.50	9,000.00	5.75	11,500.00
11	000001	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----	-----	-----
12	190185	SHOULDER BACKING	LF	41,200	2.30	94,760.00	3.10	127,720.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	20	515.00	10,300.00	1,300.00	26,000.00
14	390130	HOT MIX ASPHALT	TON	27,900	74.00	2,064,600.00	68.75	1,918,125.00
15	394001	PLACE ASPHALT CONCRETE DIKE	LF	40,000	0.98	39,200.00	1.05	42,000.00
16	394050	RUMBLE STRIP	LF	20,000	0.56	11,200.00	0.63	12,600.00
17	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	2	6,400.00	12,800.00	3,960.00	7,920.00
18	820118	GUARD RAILING DELINEATOR	EA	170	25.80	4,386.00	30.00	5,100.00
19	820130	OBJECT MARKER [INCLUDING DELINEATORS]	EA	48	128.00	6,144.00	84.00	4,032.00
20	839539	TERMINAL SYSTEM (TYPE SKT)	EA	10	4,000.00	40,000.00	4,300.00	43,000.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	350	6.30	2,205.00	9.45	3,307.50
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	60,000	0.30	18,000.00	0.32	19,200.00
23	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,500	3.24	4,860.00	3.15	4,725.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	140,000.00	140,000.00	140,000.00	140,000.00
25	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	90,000.00	90,000.00	140,000.00	140,000.00
PROJECT TOTAL						2,910,185.00		2,967,739.50
ITEMS 1 - 25								

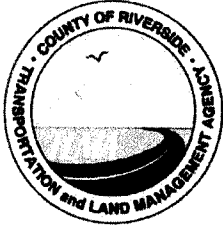
**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Rancho California Road Resurfacing
De Luz Road to Temecula City Limit
Community of Santa Rosa**

Advertised: September 30, 2014 (Agenda Item: 3-27)
Addenda: 1(10/23/14)
Bids Open: 2 pm Date: Wednesday, October 29, 2014

PROJECT No. B0-0512, Federal Aid No. STPL-5956(233)

ITEM NO.	ITEM CODE	CONTRACT ITEM	4			5		
			UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	7,000.00	7,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	1,500.00	1,500.00	7,000.00	7,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	230,000.00	230,000.00	77,000.00	77,000.00
4	160101	CLEARING AND GRUBBING	LS	1	4,500.00	4,500.00	24,000.00	24,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	14,506.00	14,506.00
6	015602	FUNDING AWARENESS SIGN	EA	2	500.00	1,000.00	1,500.00	3,000.00
7	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	4,000.00	8,000.00	1,500.00	3,000.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	83,000	2.10	174,300.00	3.00	249,000.00
9	152500	ADJUST METAL BEAM GUARD RAILING	LF	1,600	33.00	52,800.00	42.00	67,200.00
10	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	2,000	6.00	12,000.00	8.00	16,000.00
11	000001	ITEM DELETED BY ADDENDUM						
12	190185	SHOULDER BACKING	LF	41,200	2.00	82,400.00	2.34	96,408.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	20	350.00	7,000.00	1,000.00	20,000.00
14	390130	HOT MIX ASPHALT	TON	27,900	73.00	2,036,700.00	76.00	2,120,400.00
15	394001	PLACE ASPHALT CONCRETE DIKE	LF	40,000	1.00	40,000.00	5.00	200,000.00
16	394050	RUMBLE STRIP	LF	20,000	0.50	10,000.00	0.77	15,400.00
17	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	2	5,000.00	10,000.00	10,000.00	20,000.00
18	820118	GUARD RAILING DELINEATOR	EA	170	25.00	4,250.00	37.00	6,290.00
19	820130	OBJECT MARKER [INCLUDING DELINEATORS]	EA	48	70.00	3,360.00	77.00	3,696.00
20	839539	TERMINAL SYSTEM (TYPE SKT)	EA	10	4,000.00	40,000.00	4,000.00	40,000.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	350	4.00	1,400.00	10.00	3,500.00
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	60,000	0.19	11,400.00	0.21	12,600.00
23	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,500	3.00	4,500.00	4.00	6,000.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	140,000.00	140,000.00	140,000.00	140,000.00
25	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	90,000.00	90,000.00	58,000.00	58,000.00
PROJECT TOTAL						2,980,110.00		3,210,000.00
ITEMS 1 - 25								



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



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

Transportation Department

ADDENDUM NUMBER 1

Dated October 23, 2014

to the
Specifications and Contract Documents
for the construction of

Rancho California Road Resurfacing
De Luz Road to Temecula City Limit
Community of Santa Rosa
Project No. B0-0512
Federal Aid No. STPL-5956(233)

Bids Due: Wednesday, October 29, 2014; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to Section 2-1.03 of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the plans and specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Bid. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted Bid.

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

<http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Revised Proposal
Refer to "Proposal" pages B2 of Special Provisions. Proposal (page B2) is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**. The following revisions have been made to the bid Proposal:

a. Following bid item has been deleted:

- Item 11, Lead Compliance Plan

See Attachment "A"

Item 2: Liquidated Damages:

Refer to section 4-1.04 Liquidated Damages on page 33 of Special Provisions. Second paragraph of this section is deleted and replaced with the following:

“In addition to the liquidated damages set forth above, the first lift of asphalt concrete paving shall be placed prior to the end of each working day of the removal of existing asphalt concrete for each street segment. A street segment is hereby defined as that area of road removed in one (1) day. Contractor shall pay to the County of Riverside the sum of **\$500 per day**, for each and every calendar day’s delay in completing paving within the time prescribed above, for each street segment subjected to delay, and shall apply separately to each street segment within the scope of work.”

Item 3: Federal Minimum Wages Update:

Refer to Appendix C in the Special Provisions, “Federal Prevailing Wages Decision”, pages 1 through 20. Delete and replace these pages with the following:

Federal wage determination, General Decision No. CA140036-CA36, Modification No. 19, dated **10/17/2014**, shall apply to this project. This document is available upon request from the Transportation Department: (951) 955-6780, and also posted on following County website:

<http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

Item 4: Project Appearance:

Refer to section 7-1.03 Project Appearance on page 56 of Special Provisions, following Special Provision paragraph is added and made part thereof;

Additional Liquidated Damages:

In addition to the Liquidated damages set forth in section “Liquidated Damages”, if the Contractor fails to comply with the requirements of Project Appearance section, the Contractor shall pay to the County of Riverside the sum of **\$500.00** per day for each and every calendar days delay after the expiration of 48 hours notification from the Engineer.

Item 5: Page Numbers Repetition:

Refer to section 8 and Section 10 of Special Provisions; Section 8 ends at page 70, and Section 10 should have begun from page 71. However, inadvertently, Section 10 begins at page 68.

Bidders are advised to renumber first three pages of section 10 as:

Page 68 of Section 10 = Page 70A
Page 69 of Section 10 = Page 70B
Page 70 of Section 10 = page 70C

Item 6: Shoulder Backing:

Refer to section 10-1.15 Shoulder Backing on page 83 of Special Provisions, second paragraph of this section is deleted and replaced with the following;

Onsite material may be used to fill in low areas, subject to approval by the Engineer. Ground Asphalt Concrete will not be permitted to use as shoulder backing material.

- a. Shoulder Backing will only be placed on embankments that will support a minimum of 2' shoulder backing; all other embankments will be considered omitted.
- b. The contract bid price paid for Shoulder Backing will include grading adjacent cut slopes to provide 3' graded shoulder. Shoulder in cut slopes will be graded to drain away from Roadway/Top of Dike.

Item 7: Environmental- Lead Based Paint Testing Prior to Start of Construction.

Refer to Section 10-1.27, Material Containing Aerially Deposited Lead on page 102 of Special Provisions is deleted and replaced with the following:

Yellow Traffic Stripe And Pavement Marking (Potential Hazardous Waste):

Prior to commencing work, the Contractor shall test the yellow striping and pavement markings for hazardous substances. If the tested material is rendered harmless, the Contractor may continue work. If the tests are positive for Lead Based Paint, the Contractor shall remove any yellow traffic striping and pavement markings in accordance with the following special provisions.

Remove Traffic Stripes and Pavement Markings Containing Lead

Contractor shall properly manage removed stripe and pavement marking as a hazardous waste and to have and implement a lead compliance plan prepared by a Certified Industrial Hygienist (CIH).

Background

Existing yellow thermoplastic and yellow painted traffic stripe and pavement marking may have residue from the removal that is a hazardous waste.

Residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking may contain lead chromate. The average lead concentration of greater than or equal to 1000 mg/kg total lead or 5 mg/l soluble lead could be hazardous. When originally applied to the roadway, the yellow thermoplastic and yellow painted traffic stripe and pavement marking could contain as much as 2.6 percent lead. Residue produced from the removal of this yellow thermoplastic and yellow painted traffic stripe and pavement marking may contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs.

For bidding purposes, assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.. Yellow thermoplastic and yellow paint may produce toxic fumes when heated.

Submittals

Lead Compliance Plan:

Prepare a work plan to prevent or minimize worker exposure to lead while managing and handling earth materials, paint system debris, traffic stripe residue, and pavement marking residue containing lead. Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

The plan must contain the items listed on 8 CA Code of Regs § 1532.1(e)(2)(B). Before submittal, a CIH must sign and seal the plan. Submit at least 7 days before starting any activity that presents the potential for lead exposure. The Engineer notifies you of the acceptability of the plan within 4 business days of receipt.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including County employees, provide safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance program.

Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 2 County employees.

Work Plan: Submit a work plan for the removal, containment, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking for acceptance not less than 15 days prior to the start of the removal operations. The work plan must include:

- A. Objective of the operation.
- B. Removal equipment.
- C. Type of hazardous waste storage containers.
- D. Container storage location and how it will be secured.
- E. Hazardous waste sampling protocol and QA/QC requirements and procedures.
- F. Qualifications of sampling personnel.
- G. Analytical lab that will perform the analyses.
- H. Certification documentation of the hazardous waste hauler that will transport the hazardous waste.
- I. Disposal site that will accept the hazardous waste residue.

The Engineer will review the work plan within 5 business days of receipt.

Do not perform work that generates hazardous waste residue until the work plan has been accepted by the Engineer. The Engineer's review and acceptance does not waive any contract requirements and does not relieve the Contractor from complying with Federal, State, and local laws, regulations, and requirements.

Correct any rejected work plan and resubmit a corrected work plan within 5 business days of notification by the Engineer; at which time a new review period of 5 business

days will begin.

Analytical Test Results: Submit analytical test results of the residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking, including chain of custody documentation, for review and acceptance before:

- A. Requesting the Engineer's signature on the waste profile requested by the disposal facility.
- B. Requesting the Engineer obtain an EPA ID no. for disposal.
- C. Removing the residue from the site.

United States Environmental Protection Agency Identification Number Request: Submit a request for the U.S. EPA ID no. when the Engineer accepts analytical test results documenting that residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking is a hazardous waste.

Disposal Documentation: Submit receiving landfill documentation of proper disposal within 5 business days of residue transport from the project.

CONSTRUCTION

Where grinding or other approved methods are used to remove yellow thermoplastic and yellow painted traffic stripe and pavement marking that will produce a hazardous waste residue, the removed residue, including dust, must be contained and collected immediately. Use a HEPA filter-equipped vacuum attachment operated concurrently with the removal operations or other equally effective approved methods for collection of the residue.

Store hazardous waste residue in labeled and covered containers. Labels must comply with the provisions of 22 CA Code of Regs §§66262.31 and 66262.32. Mark labels with:

- A. Date the hazardous waste is generated.
- B. The words "Hazardous Waste".
- C. Composition and physical state of the hazardous waste (for example, asphalt grindings with thermoplastic or paint).
- D. The word "Toxic".
- E. Name, address, and telephone no. of the Engineer.
- F. Contract No.
- G. Contractor or subcontractor name.

Use metal containers approved by the U.S. Department of Transportation for the transportation and temporary storage of the removed residue. Handle the containers such that no spillage occurs. Store containers in a secured enclosure. Acceptable secure enclosures include a locked chain link fenced area or a lockable shipping container located within the project limits until disposal as approved.

Make necessary arrangements to test the yellow thermoplastic and yellow paint hazardous waste residue as required by the disposal facility and these special provisions. Testing must include, at a minimum:

- A. Total lead by EPA Method 6010C.
- B. Total chromium by US EPA Method 7000 series.

- C. Soluble lead by California Waste Extraction Test.
- D. Soluble chromium by California Waste Extraction Test.
- E. Soluble lead by Toxicity Characteristic Leaching Procedure.
- F. Soluble chromium by Toxicity Characteristic Leaching Procedure.

From the 1st 220 gallons of hazardous waste or portion thereof if less than 220 gallons of hazardous waste are produced, a minimum of 4 randomly selected samples must be taken and analyzed individually. Samples must not be composited. From each additional 880 gallons of hazardous waste or portion thereof if less than 880 gallons are produced, a minimum of 1 additional random sample must be taken and analyzed. Use chain of custody procedures consistent with Chapter 9 of U.S. EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) while transporting samples from the project to the laboratory. Each sample must be homogenized before analysis by the laboratory performing the analyses. A sample aliquot sufficient to cover the amount necessary for the total and the soluble analyses must then be taken. This aliquot must be homogenized a 2nd time and the total and soluble analyses run on this aliquot. The homogenization process must not include grinding of the samples. Submit the name and location of the disposal facility that will be accepting the hazardous waste and the analytical laboratory along with the testing requirements not less than 5 business days before the start of removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The analytical laboratory must be certified by the CA Department of Public Health Environmental Laboratory Accreditation Program for all analyses to be performed.

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in CA under the requirements of the disposal facility operator within 5 days after accumulating 220 pounds of residue and dust.

If less than 220 pounds of hazardous waste residue and dust is generated in total, it must be disposed of within 5 days after the start of accumulation of the residue and dust.

Use a hazardous waste manifest and a transporter registered with the CA Department of Toxic Substance Control. The Engineer will obtain the U.S. EPA ID No. and will sign all manifests as the generator within 2 business days of receiving and accepting the analytical test results and receiving your request for the U.S. EPA ID No.

If analytical test results demonstrate that the residue is a non-hazardous waste and the Engineer agrees, dispose of the residue at an appropriately permitted Class II or Class III facility under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

Method of Payment:

Full compensation for lead based paint testing, removing yellow traffic stripe and markings (hazardous waste) shall be paid on a Force Account basis, in accordance with Section 9-1.03 of the Standard Specification under the bid item for Miscellaneous Work (as directed) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in testing, removal containment, storage, and disposal, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Item 8: Adjust Metal Beam Guard Railing:

Refer to section 10-1.28 Adjust Metal Beam Guard Railing on page 103 of Special Provision, following additional provision included and made part thereof.

Contractor shall install remove existing guard railing from existing wood posts and install it on steel posts. The removed wood posts will become the property of the Contractor and shall be disposed of properly as directed by Engineer.

Contractor shall remove and replace damaged segments of MBGR with new MBGR.

The cost of the removal of existing wood posts, furnishing and installing new steel posts and the portion/segment of MBGR shall be considered as included in the contract bid price paid for Adjust Metal Beam Guard Railing, and no additional compensation will be allowed.

MODIFICATIONS / CLARIFICATIONS TO PLANS:

Item 9: Construction Note Correction

Following Construction Notes (CN) are deleted and replaced with the Following:

CN-6:

Place 0.50' HMA Type C (PG 70-10) in 2 lifts, 0.2' (3/4" Mix) over 0.3' (1" Mix)

CN-13

Place new steel posts, offset 3' from existing posts, and adjust MBGR to Standard A77E2, type 11D layout, including end treatments. Remove existing wood posts after adjustments

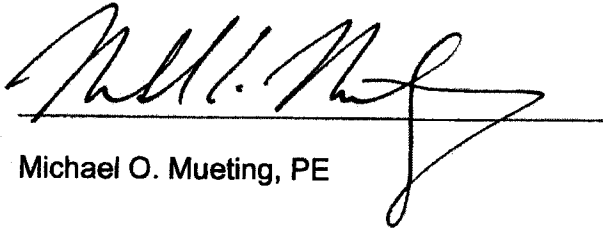
Item 10: Plan Sheet 3 of 13 (L-1)

Refer to plan sheet 3 of 13 and add construction Note No. 1 between Sta. 21+00 to 30+00 to protect existing landscaping and irrigation systems in place.

Item 11: Plan Sheet 9 of 13 (L-7)


Refer to plan sheet 9 of 13 and add between Sta. 141+60 to 142+60
Dike shall be Caltrans Type E

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


Michael O. Mueting, PE



Concurrence:

 10/23/14
Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ **Date:** _____
(Contractor)

JRJ:jrj:sb

Note: Refer to Section 2-1.03, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

**RANCHO CALIFORNIA ROAD RESURFACING
DE LUZ ROAD TO TEMECULA CITY LIMIT
COMMUNITY OF SANTA ROSA
PROJECT NO. B0-0512
FEDERAL AID NO. STPL-5956(233)**

PROPOSAL (REVISED)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	160101	CLEARING AND GRUBBING	LS	1		
5	170101	DEVELOP WATER SUPPLY	LS	1		
6	015602	FUNDING AWARENESS SIGN	EA	2		
7	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2		
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	83,000		
9	152500	ADJUST METAL BEAM GUARD RAILING	LF	1,600		
10	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	2,000		
11	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
12	190185	SHOULDER BACKING	LF	41,200		
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	20		
14	390130	HOT MIX ASPHALT	TON	27,900		
15	394001	PLACE ASPHALT CONCRETE DIKE	LF	40,000		
16	394050	RUMBLE STRIP	LF	20,000		
17	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	2		
18	820118	GUARD RAILING DELINEATOR	EA	170		
19	820130	OBJECT MARKER [INCLUDING DELINEATORS]	EA	48		
20	839539	TERMINAL SYSTEM (TYPE SKT)	EA	10		
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	350		
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	60,000		
23	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,500		
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	140,000.00	140,000.00
25	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1		

PROJECT TOTAL: _____ \$
ITEMS 1-25 "WORDS"