

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

101 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 14, 2012

SUBJECT: Coachella Valley Resurfacing Projects - Group A, Lower Coachella Valley Area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of Skanska USA Civil West California District, Inc. of Riverside, CA in the amount of \$884,680.
2. Award the contract to Skanska USA Civil West California District, Inc. and authorize the Chairman of the Board to execute the contract documents.

BACKGROUND: By Minute Order dated September 11, 2012 (Agenda Item 3.45), the Board authorized the Clerk of the Board to advertise for Coachella Valley Resurfacing Projects -



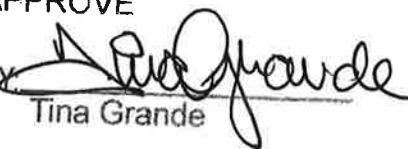
Juan C. Perez
Director of Transportation and Land Management

JCP:jrb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 884,680	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: Proposition 1B [State Bond Funds-Local Roads] (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

There are no General Funds used in this project.

C.E.O. RECOMMENDATION: APPROVE
BY: 
Tina Grande

County Executive Office Signature

FORM APPROVED, COUNTY COUNSEL
BY:  MARSHAL VICTOR
DATE: 12/14/12

Departmental Concurrence

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

Prev. Agn. Ref. 9/11/12, Item 3.45 | **District:** 4th / 4th | **Agenda Number:**

3-36

The Honorable Board of Supervisors

RE: Coachella Valley Resurfacing Projects - Group A, Lower Coachella Valley Area.

November 14, 2012

Page 2 of 2

Group A, lower Coachella Valley area. The specifications and plans were approved by that Board of Supervisors' action.

Bids for the project were opened in the office of the Director of Transportation and Land Management at 2:00 PM, Wednesday, October 3, 2012. Six bids were received, ranging from \$884,680 to \$1,129,850. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Skanska USA Civil West California District, Inc., in the amount of \$884,680, which is \$185,320 (17.32%) below the Engineer's Estimate.

The existing pavement on these roads will be pulverized in place and recycled as base material for the new asphalt concrete road surface. All of the roads will be improved with the "safety edge" feature that helps reduce rollover accidents. The new road surface will extend the life of the road by at least 15 years. Additional work will include flush graded shoulders, new striping, thermoplastic pavement markings, and other associated work.

The road segments included in Group A are as follows:

ROAD	SEGMENT LOCATION	LENGTH
54 TH Ave	Jackson St. to Van Buren St	1.0 miles
66 th Ave	Jackson St. to Van Buren St	0.9 miles
76 th Ave	Harrison St. to E'ly to school parking lot	0.3 miles
81 st Ave	Harrison St. to SH 86 S	0.3 miles

This project is listed as the Coachella Valley Resurface Group 3 in the current Transportation Improvement Program (TIP).

The project is expected to be completed within the existing budget as shown on Attachment A.

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

Project Number: X1206

Attachment "A"

Riverside County Transportation Department

Project: **4TH DISTRICT RESURFACING PROJECTS - GROUP "A"**

Project No.(s): **X1206**

Expenses as of: 8/02/2012

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental		4,000	4,000	4,000
Design	62,420	7,000	69,420	70,000
Right-of-way				
Utilities				
Construction		884,680	973,680	1,177,000
Construction Contingency 10%		89,000		
Construction Engineering & Inspection		72,000	72,000	72,000
Construction Survey		35,000	35,000	35,000
Totals:	62,420	1,091,680	1,154,100	1,358,000

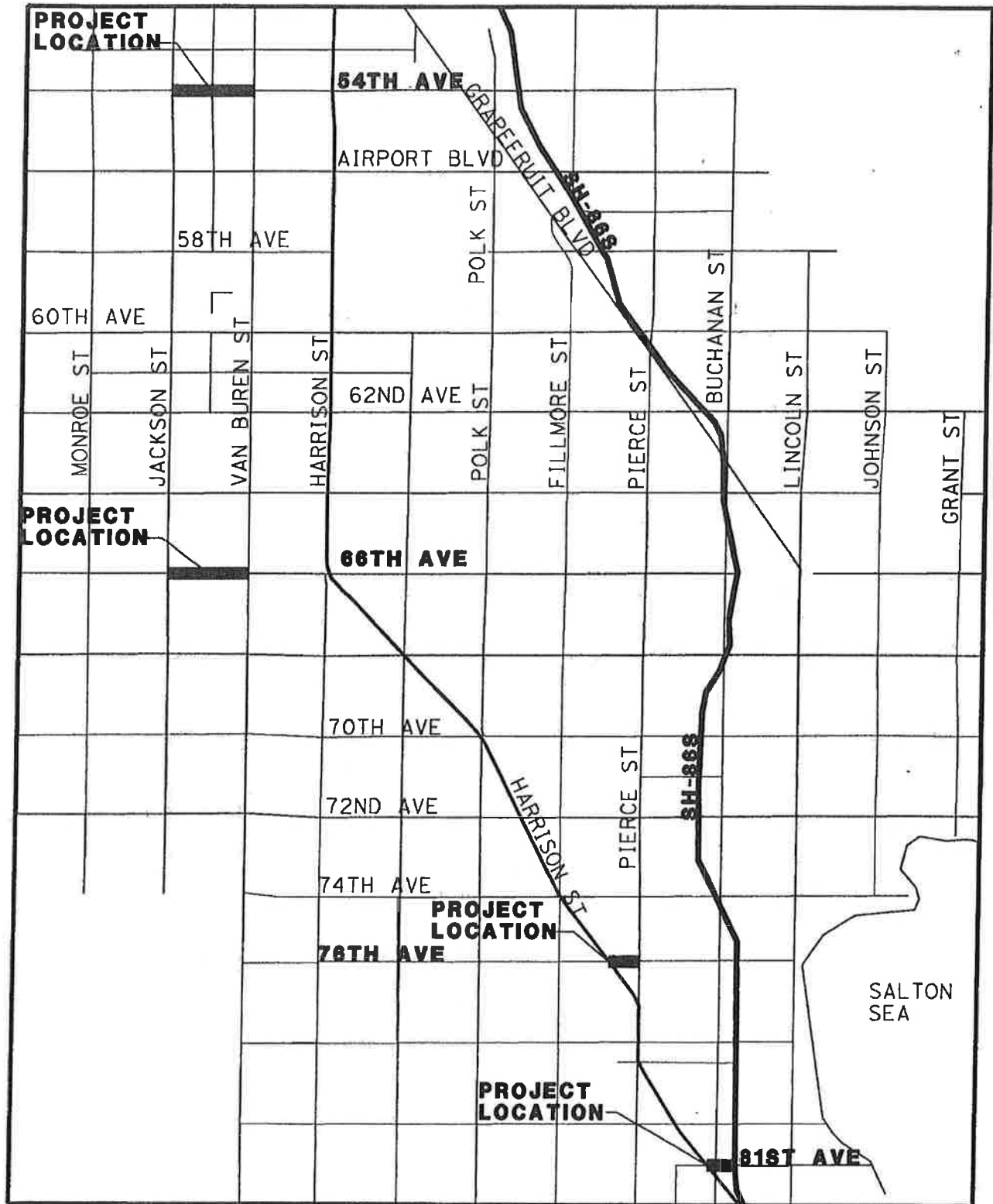
Project Funding

Code	Name	Existing Budget
215	Proposition 1B (State bond funds- Local Roads)	1,358,000
Totals		1,358,000

Comments

NOTE:
Updated with Skanska USA Civil West bid costs 10-3-2012

PROJECT LOCATION MAP



**COACHELLA VALLEY RESURFACING PROJECTS
GROUP "A"**

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Coachella Valley Resurfacing Projects-GroupA
54th Ave., 66th Ave., 76th Ave., and 81st Ave.**

Advertised: September 11, 2012 (Agenda Item: 3.45)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 3, 2012

PROJECT NO. X1206

		COUNTY'S ESTIMATE				1		
		COUNTY'S ESTIMATE				Skanska USA Civil West Riverside, CA 92509		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	66102	DUST ABATEMENT	LS	1	4,500.00	4,500.00	4,500.00	4,500.00
2	74020	WATER POLLUTION CONTROL	LS	1	6,500.00	6,500.00	2,000.00	2,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	60,000.00	60,000.00	44,000.00	44,000.00
4	160101	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00	4,000.00	4,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
6	760090A	DEMobilization and FINAL CLEANUP	LS	1	50,000.00	50,000.00	50,000.00	50,000.00
7	000003	TEMPORARY CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	8	500.00	4,000.00	600.00	4,800.00
8	150713	REMOVE PAVEMENT MARKING	SQFT	100	4.00	400.00	10.00	1,000.00
9	11506	WEDGE PLANE ASPHALT CONCRETE	LF	2,150	4.00	8,600.00	1.00	2,150.00
10	11505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	47,000	2.00	94,000.00	1.00	47,000.00
11	390130	HOT MIX ASPHALT	TON	11,000	70.00	770,000.00	63.30	696,300.00
12	190185	SHOULDER BACKING	LF	20,200	2.00	40,400.00	0.40	8,080.00
13	13903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	20.00	1,200.00	25.00	1,500.00
14	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,500	0.50	1,250.00	1.00	2,500.00
15	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	12,000	1.20	14,400.00	0.60	7,200.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	600	5.00	3,000.00	5.00	3,000.00
17	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	250.00	2,750.00	150.00	1,650.00
Project Total								
Items 1-17						1,070,000.00		884,680.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Coachella Valley Resurfacing Projects-GroupA
54th Ave., 66th Ave., 76th Ave., and 81st Ave.

Advertised: September 11, 2012 (Agenda Item: 3.45)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 3, 2012

PROJECT NO. X1206

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	66102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	13,000.00	13,000.00
2	74020	WATER POLLUTION CONTROL	LS	1	3,000.00	3,000.00	3,584.00	3,584.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	16,300.00	16,300.00	30,000.00	30,000.00
4	160101	CLEARING AND GRUBBING	LS	1	3,000.00	3,000.00	10,000.00	10,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	6,000.00	6,000.00
6	760090A	DEMobilization and FINAL CLEANUP	LS	1	50,000.00	50,000.00	50,000.00	50,000.00
7	000003	TEMPORARY CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	8	340.00	2,720.00	750.00	6,000.00
8	150713	REMOVE PAVEMENT MARKING	SQFT	100	5.00	500.00	11.00	1,100.00
9	11506	WEDGE PLANE ASPHALT CONCRETE	LF	2,150	3.00	6,450.00	5.00	10,750.00
10	11505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	47,000	2.00	94,000.00	1.81	85,070.00
11	390130	HOT MIX ASPHALT	TON	11,000	68.00	748,000.00	69.69	766,590.00
12	190185	SHOULDER BACKING	LF	20,200	0.55	11,110.00	1.23	24,846.00
13	13903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	20.00	1,200.00	25.00	1,500.00
14	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,500	0.60	1,500.00	0.96	2,400.00
15	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	12,000	0.90	10,800.00	0.58	6,960.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	600	10.00	6,000.00	5.00	3,000.00
17	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	220.00	2,420.00	200.00	2,200.00
Project Total								
Items 1-17						965,000.00		1,023,000.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Coachella Valley Resurfacing Projects-GroupA
54th Ave., 66th Ave., 76th Ave., and 81st Ave.

Advertised: September 11, 2012 (Agenda Item: 3.45)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 3, 2012

PROJECT NO. X1206

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	66102	DUST ABATEMENT	LS	1	4,500.00	4,500.00	4,500.00	4,500.00
2	74020	WATER POLLUTION CONTROL	LS	1	6,400.00	6,400.00	1,500.00	1,500.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	41,100.00	41,100.00	68,250.00	68,250.00
4	160101	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00	4,000.00	4,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
6	760090A	DEMOBILIZATION AND FINAL CLEANUP	LS	1	50,000.00	50,000.00	50,000.00	50,000.00
7	000003	TEMPORARY CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	8	195.00	1,560.00	250.00	2,000.00
8	150713	REMOVE PAVEMENT MARKING	SQFT	100	2.10	210.00	10.00	1,000.00
9	11506	WEDGE PLANE ASPHALT CONCRETE	LF	2,150	1.85	3,977.50	4.00	8,600.00
10	11505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	47,000	1.75	82,250.00	2.40	112,800.00
11	390130	HOT MIX ASPHALT	TON	11,000	74.75	822,250.00	71.00	781,000.00
12	190185	SHOULDER BACKING	LF	20,200	2.35	47,470.00	1.75	35,350.00
13	13903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	12.95	777.00	40.00	2,400.00
14	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,500	1.00	2,500.00	0.90	2,250.00
15	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	12,000	0.60	7,200.00	0.56	6,720.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	600	5.20	3,120.00	4.80	2,880.00
17	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	165.00	1,815.00	150.00	1,650.00
		Project Total				1,084,129.50		1,089,900.00
		Items 1-17						

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Coachella Valley Resurfacing Projects-GroupA
54th Ave., 66th Ave., 76th Ave., and 81st Ave.

Advised: September 11, 2012 (Agenda Item: 3.45)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 3, 2012

PROJECT NO. X1206

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	66102	DUST ABATEMENT	LS	1	4,500.00	4,500.00
2	74020	WATER POLLUTION CONTROL	LS	1	25,000.00	25,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	77,500.00	77,500.00
4	160101	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00
6	760090A	DEMOBILIZATION AND FINAL CLEANUP	LS	1	50,000.00	50,000.00
7	000003	TEMPORARY CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	8	500.00	4,000.00
8	150713	REMOVE PAVEMENT MARKING	SQFT	100	10.00	1,000.00
9	11506	WEDGE PLANE ASPHALT CONCRETE	LF	2,150	3.00	6,450.00
10	11505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	47,000	2.00	94,000.00
11	390130	HOT MIX ASPHALT	TON	11,000	74.00	814,000.00
12	190185	SHOULDER BACKING	LF	20,200	1.50	30,300.00
13	13903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	25.00	1,500.00
14	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,500	1.00	2,500.00
15	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	12,000	0.50	6,000.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	600	5.00	3,000.00
17	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	100.00	1,100.00
Project Total						
Items 1-17						1,129,850.00

AGREEMENT

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **Skanska USA Civil West California District, Inc.** hereafter called "Contractor".

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Coachella Valley Resurfacing Projects-Group A, 54th Ave., 66th Ave., 76th Ave., and 81st Ave. Project No. X1206**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda No. **(None)**. (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

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

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

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

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

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
 - (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
 - (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".
4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

**COACHELLA VALLEY
RESURFACING PROJECTS - GROUP A
54TH AVE., 66TH AVE., 76TH AVE., AND 81ST AVE.
PROJECT No. X1206**

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	4,500.00	4,500.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	44,000.00	44,000.00
4	160101	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00
6	760090A	DEMOBILIZATION AND FINAL CLEANUP	LS	1	50,000.00	50,000.00
7	000003	TEMPORARY CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	8	600.00	4,800.00
8	150713	REMOVE PAVEMENT MARKING	SQFT	100	10.00	1,000.00
9	011506	WEDGE PLANE ASPHALT CONCRETE	LF	2,150	1.00	2,150.00
10	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	47,000	1.00	47,000.00
11	390130	HOT MIX ASPHALT	TON	11,000	63.30	696,300.00
12	190185	SHOULDER BACKING	LF	20,200	0.40	8,080.00
13	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	25.00	1,500.00
14	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,500	1.00	2,500.00
15	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	12,000	0.60	7,200.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	600	5.00	3,000.00
17	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	150.00	1,650.00

PROJECT TOTAL: Eight hundred eighty four thousand, six hundred eighty dollars and zero cents **\$884,680.00**
ITEMS 1-17 "WORDS"

**COACHELLA VALLEY
RESURFACING PROJECTS - GROUP A
54TH AVE., 66TH AVE., 76TH AVE., AND 81ST AVE.
PROJECT No. X1206**

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

COUNTY OF RIVERSIDE

SKANSKA USA CIVIL WEST CALIFORNIA
DISTRICT, INC.

BY _____
Chairman, Board of Supervisors

BY  _____

Dated _____

TITLE: Jeffrey Langevin, Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

 _____

Irene Rumbaugh
Estimating/Engineering
Administrative Support

BY _____
Deputy

TITLE: _____

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

License No. 140069

Federal Employer Identification Number:

95-1751673

FORM APPROVED COUNTY COUNCIL

BY  _____ DATE 12/6/12
MARSHAL VICTOR

BY _____
"County"
(Seal)

"Corporation"
(Seal)

SKANSKA USA Civil West California District Inc.

Listing of Corporate Officers and Directors

As of February 8, 2012

*Chairman/President &
Chief Executive Officer:*
Richard Cavallaro*
1995 Agua Mansa Road
Riverside, CA 92509-2405

Executive Vice President:
Michael Aparicio
1995 Agua Mansa Road
Riverside, CA 92509-2405

*Senior Vice President &
General Manager:*
Thomas W Sutton*
1995 Agua Mansa Road
Riverside, CA 92509-2405

*Senior Vice President/
Chief Financial Officer & Secretary:*
Joseph M. Nogues*
1995 Agua Mansa Road
Riverside, CA 92509-2405

Vice President:
Tim Wilson
1995 Agua Mansa Road
Riverside, CA 92509-2405

Vice President:
Jeff Langevin
1995 Agua Mansa Road
Riverside, CA 92509-2405

Vice President:
Mark Leintz
1995 Agua Mansa Road
Riverside, CA 92509-2405

Director:
William C. Broughton
1995 Agua Mansa Road
Riverside, CA 92509-2405

Michael Cobelli
1995 Agua Mansa Road
Riverside, CA 92509-2405

*The Chairman/President & CEO, Executive Vice President, Senior Vice President & General Manager, and Secretary/Treasurer & CFO are also Directors of the Corporation.

SKANSKA

CERTIFIED COPY OF CORPORATE RESOLUTION

I, Joseph M. Nogués, Secretary of Skanska USA Civil West California District Inc., a California Corporation, do hereby certify that the following is a true and correct copy of a resolution that was adopted through action by unanimous written consent of the Board of Directors of Skanska USA Civil West California District Inc., and further certify that said resolution has not been repealed or amended and is still in full force and effect.

“RESOLVED, that Richard Cavallaro, Chairman, President & Chief Executive Officer; Thomas Sutton, Senior Vice President & General Manager; Michael Aparicio, Executive Vice President; Tim Wilson, Vice President; Jeff Langevin, Vice President; Mark Leintz, Vice President and Joseph M. Nogués, Senior Vice President, Chief Financial Officer & Secretary/Treasurer, be and is hereby authorized on behalf of Skanska USA Civil West California District Inc. to execute bids, bid bonds, contracts, performance and payment bonds, and all other documents necessary for the execution and progress of contracts.”

IN WITNESS WHEREOF, I have signed this instrument and caused the corporate seal of said corporation to be affixed this 8th day of February 2012.




Joseph M. Nogués
Secretary
SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT INC.

(SEAL)

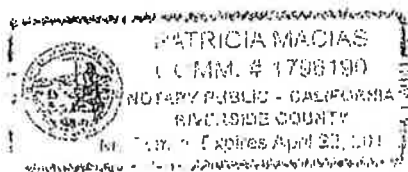
STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

Subscribed and sworn to before me this 8th day of February 2012.



Notary Public in and for the State of California



Performance Bond

Recitals:

1. **Skanska USA Civil West California District, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Coachella Valley Resurfacing Projects-Group A, 54th Ave., 66th Ave., 76th Ave., and 81st Ave. Project No. X1206.**
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 **\$884,680.00 (Eight hundred eighty four thousand, six hundred eighty 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 Work - Civil Code 9550 et seq.)

The makers of this Bond are **Skanska USA Civil West California District, Inc.**, 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 **\$884,680.00 (Eight hundred eighty four thousand, six hundred eighty 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 **Coachella Valley Resurfacing Projects-Group A, 54th Ave., 66th Ave., 76th Ave., and 81st Ave. Project No. X1206.**

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, 9564 and 9560 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 _____

Its Attorney In Fact

Title _____

(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. 09095061

Premium \$4,317.00

Recitals:

1. **Skanska USA Civil West California District, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Coachella Valley Resurfacing Projects-Group A, 54th Ave., 66th Ave., 76th Ave., and 81st Ave. Project No. X1206.**
2. FIDELITY AND DEPOSIT COMPANY OF MARYLAND a Corporation _____ 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 **\$884,680.00 (Eight hundred eighty four thousand, six hundred eighty 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 October 11, 2012

By 

By Jeffrey Langevin

By 

Type Name Jeanette Conley, Attorney-in-Fact

Title Vice President

Its Attorney in Fact
"Surety"

"Contractor"

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(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 ACKNOWLEDGEMENT

**State of California
County of Riverside**

On October 18, 2012 before me, Irene C. Rumbaugh, Notary Public,
personally appeared Jeffrey Langevin,



who 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 capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Irene C. Rumbaugh
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond

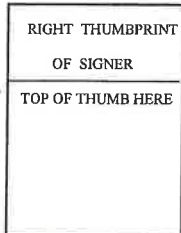
Document Date: October 11, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeffrey Langevin

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

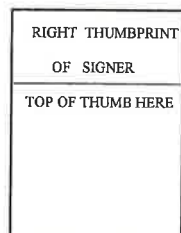


Signer is Representing:

Skanska USA Civil West
California District Inc.

Signer's Name: _____

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



Signer is Representing: _____

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

}
}
ss.
}

On October 11, 2012, before me, C. Reynolds, Notary Public, personally appeared Jeanette Conley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



(Seal)

A handwritten signature in blue ink, appearing to read "C. Reynolds", written over a horizontal line.

C. Reynolds, Notary Public - California

Description of Attached Document:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James W. UNTIEDT, Michael E. SHEAHAN, Jeanette CONLEY and Patrick MOUGHAN, all of San Jose, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of September, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

*Assistant Secretary
Eric D. Barnes*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 28th day of September, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015*



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of October, 20 12.



A handwritten signature in cursive script, reading "James M. Carroll".

James M. Carroll, Vice President

Payment Bond

Bond No. 09095061

(Public Work - Civil Code 9550 et seq.)

The makers of this Bond are **Skanska USA Civil West California District, Inc.**, as Principal and Original Contractor and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 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 **\$884,680.00 (Eight hundred eighty four thousand, six hundred eighty 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 **Coachella Valley Resurfacing Projects-Group A, 54th Ave., 66th Ave., 76th Ave., and 81st Ave. Project No. X1206.**

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, 9564 and 9560 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: October 11, 2012

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC.

Original Contractor – Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

By 

Jeffrey Langevin

By 

Jeanette Conley, Attorney-in-Fact
Its Attorney In Fact

Title Vice President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____ } *****SEE ATTACHED ACKNOWLEDGEMENT*****
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

**State of California
County of Riverside**

On October 18, 2012 before me, Irene C. Rumbaugh, Notary Public,
personally appeared Jeffrey Langevin,



who 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 capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Irene C. Rumbaugh
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond

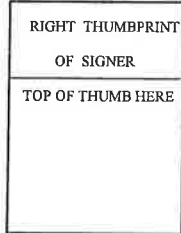
Document Date: October 11, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeffrey Langevin

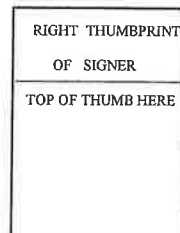
- Individual
- Corporate Officer
Title(s): Vice President
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:
Skanska USA Civil West
California District Inc.

Signer's Name: _____

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



Signer is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James W. UNTIEDT, Michael E. SHEAHAN, Jeanette CONLEY and Patrick MOUGHAN, all of San Jose, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of September, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

*Assistant Secretary
Eric D. Barnes*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 28th day of September, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015*



Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 AMERICAN LANE, 19TH FLOOR TOWER 1
SCHUAMBURG, IL 60196-1056
800-382-2150

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	39306
NAIC Group #:	<u>0212</u>
California Company ID #:	2479-4
Date authorized in California:	January 01, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

Lines of Insurance Authorized to Transact

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

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION



AGENCY CUSTOMER ID: 570000045356

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Skanska USA Civil West California	
POLICY NUMBER See Certificate Number: 570047895027			
CARRIER See Certificate Number: 570047895027	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

and representatives; Caltrans, its officers, directors, employees and agents; City of Coachella, its officers, directors, employees and agents and Coachella Valley Water District, (CVWD) its officers, directors, employees and agents as required by written contract but limited to the operations of the Insured under said contract, with respect to the workers' compensation policy. workers Compensation Coverage Not Included in Monopolistic States - OH, ND, WA, WY and Puerto Rico.

POLICY NUMBER:
GL0489600805

COMMERCIAL
GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Person or Organization with whom you have agreed through written contract agreement or permit to provide additional insured coverage	

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

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

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

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

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Person or Organization with whom you have agreed through written contract agreement or permit, to provide additional insured coverage	Any location where you have through written contract, agreement or permit executed prior to the loss, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

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

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

SECTION II – LIABILITY COVERAGE, 1. WHO IS AN INSURED is amended to include as an "insured" the person(s) or organization(s) named in the Schedule below, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy. You are authorized to act for the additional insured named in the Schedule in all matters pertaining to this insurance.

SCHEDULE

Name and Address of Additional Insured:

Any person or organization that you have agreed in a written contract, that such person or organization is an additional insured on this policy. The coverage provided by this endorsement is primary to, and non-contributory with, any other insurance available to the additional insured.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number

Policy Number: 11CAB8882700

Named Insured: SKANSKA USA, INC.

Endorsement Effective Date: 8/31/2012 local Standard Time at the First Named Insured's address.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

Schedule

Person or Organization

Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 8/31/12

Policy No. WC489600708

Endorsement No.

Insured Skanska USA Civil West

[Handwritten Signature]
Premium \$

Insurance Company Zurich American Ins Co Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 02 24 10 93

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

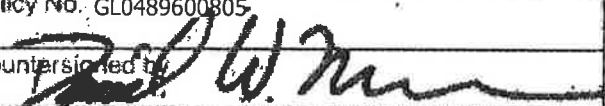
COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Endorsement effective	12:01 A.M. standard time	Policy No. GL0489600805
Named insured		Countersigned by  (Authorized Representative)

SCHEDULE

Number of Days' Notice 90 days notice including non-renewal and material policy change, except 10 days for non-payment of premium. If we cancel this policy, notice shall be provided to those persons, organizations or political entities with whom you have contractually agreed to give notice and for which you have provided mailing information to us.

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Company Profile

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

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	16535
NAIC Group #:	<u>0212</u>
California Company ID #:	4581-5
Date authorized in California:	January 01, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

Lines of Insurance Authorized to Transact

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

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

Company Profile

AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY

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

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	26247
NAIC Group #:	<u>0212</u>
California Company ID #:	1237-7
Date authorized in California:	December 20, 1939
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

Lines of Insurance Authorized to Transact

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

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

Company Profile

ARCH INSURANCE COMPANY

300 PLAZA 3
JERSEY CITY, NJ 07311
800-821-5546

Former Names for Company

Old Name: FIRST AMERICAN INSURANCE COMPANY DBA AMERICAN
FIRST INSURANCE COMPANY

Effective Date: 11-06-2002

Old Name: FIRST AMERICAN INSURANCE COMPANY

Effective Date: 01-05-1987

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	11150
NAIC Group #:	<u>1279</u>
California Company ID #:	3005-6
Date authorized in California:	July 19, 1985
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MISSOURI

Lines of Insurance Authorized to Transact

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

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
DISABILITY
FIRE
LIABILITY
MARINE
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION