

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



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 29, 2013

SUBJECT: Construction of a Traffic Signal at Magnolia Avenue Railroad Grade Crossing between Lincoln Street and Buchanan Street in the City of Riverside and in the Home Gardens Area

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of Steiny and Company, Inc. of Baldwin Park, CA in the amount of \$139,848; and
2. Award the contract to Steiny and Company, Inc. and authorize the Chairman of the Board to execute the contract documents; and
3. Approve the project's proposed budget as shown on Attachment "A."

Juan C. Perez
Director of Transportation and Land Management

JCP:jrj:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 139,848	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/2014

SOURCE OF FUNDS: Gas Tax (ABX8-9 Mar 2010 New HUTA) (100%), There are no General Funds used in this project.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL L. VICTOR
DATE: 8/27/13

Departmental Concurrence

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

Prev. Agn. Ref. 6/4/13, Item 3-52, 6/4/13, Item 3-53, | **District:** 1/1,2/2 | **Agenda Number:**

3-97

The Honorable Board of Supervisors

RE: Construction of a Traffic Signal at Magnolia Avenue Railroad Grade Crossing between Lincoln Street and Buchanan Street in the City of Riverside and in the Home Gardens Area
August 29, 2013

Page 2 of 2

BACKGROUND: The County Transportation Improvement Program (TIP) provides for improvements to the construction of a traffic signal at the Magnolia Avenue railroad grade crossing between Lincoln Street and Buchanan Street in the City of Riverside and in the Home Gardens area of the County of Riverside (County).

By Minute Order dated June 4, 2013 (Agenda Item 3-53), the Board of Supervisors approved the plans and specifications for the construction of a traffic signal at Magnolia Avenue railroad grade crossing and authorized the Clerk of the Board to advertise for bids. Bids for the project were opened in the office of the Director of Transportation and Land Management at 2:00 p.m., Wednesday, June 26, 2013. Nine bids were received, ranging from \$139,848 to \$204,392. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Steiny and Company, Inc. in the amount of \$139,848, which is \$8,771 (6%) below the Engineer's Estimate.

The new traffic signal will help prevent eastbound motorists from queuing over the railroad tracks when the traffic light is red at Buchanan Street. This safety improvement is required by BNSF Railway Company to be installed prior to the construction of the Magnolia Avenue railroad grade separation. During the construction of the grade separation project, the signal improvement will provide construction traffic control at the railroad crossing at various construction stages. The anticipated date to begin construction for the grade separation project is early 2014, with a projected completion date of late 2016.

By Minute Order dated June 4, 2013 (Agenda Item 3-52), the Board of Supervisors approved the Highway-Rail Signal Interface Agreement between the County and BNSF Railway Company for improvement and maintenance of the Magnolia Avenue grade crossing.

The cooperative agreement between the County and the City of Riverside for the Magnolia Avenue grade crossing to share the construction costs is being presented to the Board of Supervisors for approval concurrent with the award of this project.

Annual operation and maintenance costs for this traffic signal are estimated at \$2,500 to be funded from gas tax. This traffic signal at the railroad crossing will be removed after the grade separation project is completed.

Reasonable care has been taken during the design phase to determine the location of underground utilities, including research of information from the local utility providers and communication with the utility owners. Given the uncertainties associated with performing undergrounding work, there is a potential for additional costs during construction to locate conflicting utilities by pot-holing and excavating and to make field construction changes as needed to avoid utilities. A contingency has been included in the construction budget, to be utilized only if deemed necessary by the Transportation Department, to cover the costs of resolving utility conflicts.

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.

County Project No.: B7-0788

Attachment "A"

Riverside County Transportation Department

Project: **Magnolia Avenue Railroad Grade Crossing Between Lincoln Street & Buchanan Street**

Project No.(s): **B7-0788**

Project Costs and Budget

Activity	Incurring Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	69	931	1,000		1,000
Environmental	1,744	256	2,000	1,000	2,000
Design	162,969	31	163,000	141,000	163,000
Right-of-way					
Utilities					
Construction	9,540	139,848	149,388	175,000	383,000
Construction Contingency 10%		13,985	13,985		
BNSF Track Improvements		209,002	209,002		
Signal Pole Equipment	10,815	0	10,815		
Construction Engineering & Inspection 15.0%	9,556	11,421	20,977	30,000	21,000
Construction Survey 5.0%		6,992	6,992	6,000	7,000
Totals:	194,693	382,466	577,159	353,000	577,000

Project Funding

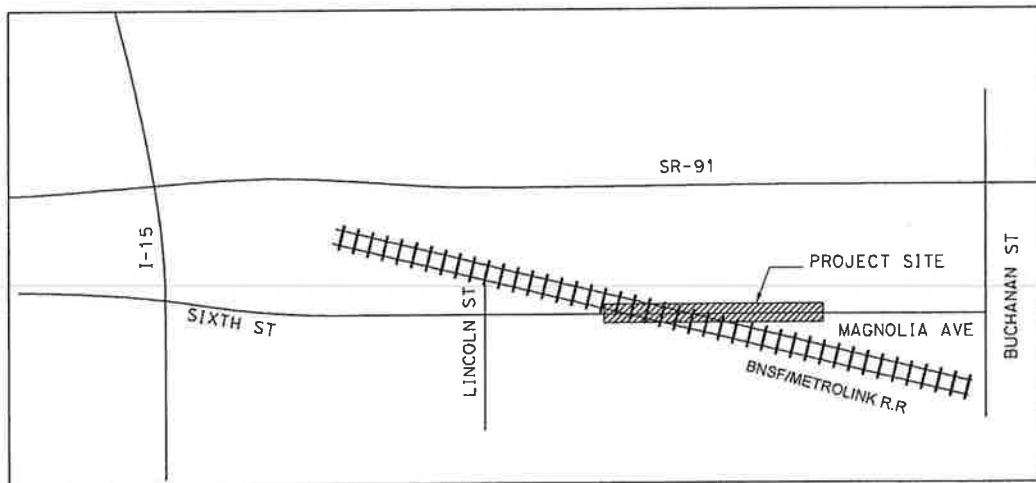
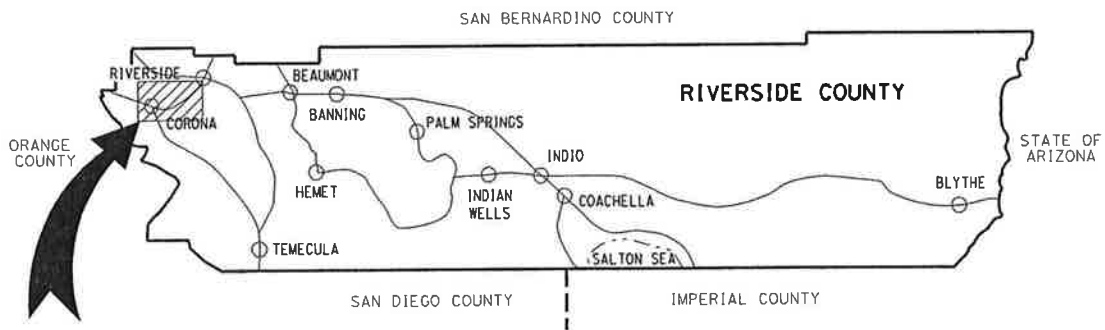
Code	Name	Existing Budget	Proposed Budget
221	Gas Tax (ABX8-9 Mar 2010 New HUTA)	353,000	472,499
719	City of Riverside (BNSF Track Improvements 50%)	104,501	104,501
Totals		457,501	577,000

Comments

Original scope included designing center median extension to prohibit u-turn over the RR tracks and addressing drainage issue. These efforts were dropped when grade separation project came along. A vast amount of staff time were spent on conducting field observations, researches, meeting with vendors and consultant on vehicle detection systems, coordinating with BNSF on GO-88B application and C&M Agreement, County's Magnolia Grade Separation project, and City of Riverside Buchanan Quite Zone project. City of Riverside will contribute 50% of the BNSF track improvements since their project will also be benefited from the track improvements.

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

MAGNOLIA AVE
QUEUE-CUTTER SIGNAL PROJECT
IN THE HOME GARDENS AREA
PROJECT No. B7-0788



VICINITY MAP
TOWNSHIP 38 RANGE 6W SECTION 22
COUNTY ROAD BOOK PAGE No. 23A

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP=s Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Steiny and Company, Inc.
Vendor/Lessor Location:	Baldwin Park, CA

Minority Status: M W DV None

Local Preference Applied: Yes No N/A

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

Local Preference FYTD: Cost \$ # of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 139,847.75 to \$ 204,392.05
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 139,847.75 to \$ 204,392.05

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(Continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Construction of Traffic Signal at Magnolia Avenue Railroad Crossing
Between Lincoln Street and Buchanan Street, In the City of Riverside
and Home Garden Area**

Advertised: June 4, 2013 (Agenda Item:3-53)

Addenda: None

Bids Open: 2 pm Date: Wednesday, June 26, 2013

PROJECT NO. B7-0788

		COUNTY'S ESTIMATE				1			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	860201	SIGNAL AND LIGHTING	LS	1	105,000.00	105,000.00	94,200.00	94,200.00	
2	000003	TEMPORARY POWER SERVICE	LS	1	3,000.00	3,000.00	3,700.00	3,700.00	
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,000.00	2,000.00	4,900.00	4,900.00	
4	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00	2,100.00	2,100.00	
5	170101	DEVELOP WATER SUPPLY	LS	1	1,000.00	1,000.00	2,500.00	2,500.00	
6	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	60	72.00	4,320.00	52.50	3,150.00	
7	150771	REMOVE ASPHALT CONCRETE DIKE	LF	55	8.00	440.00	5.85	321.75	
8	731521	MINOR CONCRETE (SIDEWALK) [CRS 400 & 401]	SQFT	1,009	11.00	11,099.00	10.00	10,090.00	
9	566011	ROADSIDE SIGN - ONE POST	EA	3	250.00	750.00	310.00	930.00	
10	151281	SALVAGE ROADSIDE SIGN	EA	4	100.00	400.00	103.00	412.00	
11	066565	RELOCATE SIGN	EA	1	150.00	150.00	245.00	245.00	
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	50	6.00	300.00	4.70	235.00	
13	840519	PERMITS FOR CROSSWALK AND PAVEMENT MARKING	SQFT	1,040	4.00	4,160.00	4.10	4,264.00	
14	010601	OBTAIN ENCROACHMENT PERMITS	FA	1	5,000.00	5,000.00	5,000.00	5,000.00	
15	000003	BNSF AGREEMENT AND INSURANCE REQUIREMENT	LS	1	4,000.00	4,000.00	1,800.00	1,800.00	
16	019901	DE-MOBILIZATION	LS	1	6,000.00	6,000.00	6,000.00	6,000.00	
TOTAL						148,619.00		139,847.75	
		2				3			
		Sully-Miller Contracting Co. Brea, CA 92821				Competitive Edge Electric, Inc. Highland, CA 92346			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	860201	SIGNAL AND LIGHTING	LS	1	125,880.00	125,880.00	125,065.00	125,065.00	
2	000003	TEMPORARY POWER SERVICE	LS	1	1,850.00	1,850.00	1,000.00	1,000.00	
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	1,471.00	1,471.00	1,500.00	1,500.00	
4	074020	WATER POLLUTION CONTROL	LS	1	721.00	721.00	2,500.00	2,500.00	
5	170101	DEVELOP WATER SUPPLY	LS	1	985.00	985.00	1,000.00	1,000.00	
6	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	60	33.20	1,992.00	20.00	1,200.00	
7	150771	REMOVE ASPHALT CONCRETE DIKE	LF	55	14.00	770.00	5.00	275.00	
8	731521	MINOR CONCRETE (SIDEWALK) [CRS 400 & 401]	SQFT	1,009	7.00	7,063.00	5.50	5,549.50	
9	566011	ROADSIDE SIGN - ONE POST	EA	3	250.00	750.00	350.00	1,050.00	
10	151281	SALVAGE ROADSIDE SIGN	EA	4	84.00	336.00	50.00	200.00	
11	066565	RELOCATE SIGN	EA	1	167.00	167.00	200.50	200.50	
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	50	11.14	557.00	16.00	800.00	
13	840519	PERMITS FOR CROSSWALK AND PAVEMENT MARKING	SQFT	1,040	3.35	3,484.00	4.00	4,160.00	
14	010601	OBTAIN ENCROACHMENT PERMITS	FA	1	5,000.00	5,000.00	5,000.00	5,000.00	
15	000003	BNSF AGREEMENT AND INSURANCE REQUIREMENT	LS	1	1,715.00	1,715.00	3,500.00	3,500.00	
16	019901	DE-MOBILIZATION	LS	1	6,000.00	6,000.00	6,000.00	6,000.00	
TOTAL						158,741.00		159,000.00	

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Construction of Traffic Signal at Magnolia Avenue Railroad Crossing
Between Lincoln Street and Buchanan Street, in the City of Riverside
and Home Garden Area**

Advertised: June 4, 2013 (Agenda Item:3-53)

Addenda: None

Bids Open: 2 pm Date: Wednesday, June 26, 2013

PROJECT NO. B7-0788

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	Los Alamitos, CA 90720	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	126,837.00	126,837.00	128,244.00	128,244.00
2	000003	TEMPORARY POWER SERVICE	LS	1	1,932.00	1,932.00	3,179.00	3,179.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,317.00	2,317.00	4,826.00	4,826.00
4	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00	665.00	665.00
5	170101	DEVELOP WATER SUPPLY	LS	1	1,219.00	1,219.00	1,108.00	1,108.00
6	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	60	55.00	3,300.00	50.00	3,000.00
7	150771	REMOVE ASPHALT CONCRETE DIKE	LF	55	6.00	330.00	5.00	275.00
8	731521	MINOR CONCRETE (SIDEWALK) [CRS 400 & 401]	SQFT	1,009	10.00	10,090.00	9.00	9,081.00
9	566011	ROADSIDE SIGN - ONE POST	EA	3	323.00	969.00	294.00	882.00
10	151281	SALVAGE ROADSIDE SIGN	EA	4	98.00	392.00	89.00	356.00
11	066565	RELOCATE SIGN	EA	1	256.00	256.00	233.00	233.00
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	50	5.00	250.00	4.50	225.00
13	840519	REMOVE PLAS TIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,040	4.00	4,160.00	4.00	4,160.00
14	010601	OBTAIN ENCROACHMENT PERMITS	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
15	000003	BNSF AGREEMENT AND INSURANCE REQUIREMENT	LS	1	5,625.00	5,625.00	5,038.00	5,038.00
16	019901	DE-MOBILIZATION	LS	1	6,000.00	6,000.00	6,000.00	6,000.00
TOTAL						169,677.00		172,272.00
ITEMS 1-16								
					6		7	
					JFL Electric, Inc. Los Angeles, Ca 90001		PTM General Engineering Service, Inc. Riverside, CA 92504	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	69,982.00	69,982.00	146,000.00	146,000.00
2	000003	TEMPORARY POWER SERVICE	LS	1	52,250.00	52,250.00	1,000.00	1,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,500.00	5,500.00	8,000.00	8,000.00
4	074020	WATER POLLUTION CONTROL	LS	1	660.00	660.00	2,000.00	2,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	1,100.00	1,100.00	900.00	900.00
6	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	60	55.00	3,300.00	22.00	1,320.00
7	150771	REMOVE ASPHALT CONCRETE DIKE	LF	55	5.50	302.50	5.50	302.50
8	731521	MINOR CONCRETE (SIDEWALK) [CRS 400 & 401]	SQFT	1,009	9.90	9,989.10	6.50	6,556.50
9	566011	ROADSIDE SIGN - ONE POST	EA	3	247.50	742.50	250.00	750.00
10	151281	SALVAGE ROADSIDE SIGN	EA	4	82.50	330.00	85.00	340.00
11	066565	RELOCATE SIGN	EA	1	165.00	165.00	165.00	165.00
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	50	11.00	550.00	15.00	750.00
13	840519	REMOVE PLAS TIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,040	3.30	3,432.00	4.00	4,160.00
14	010601	OBTAIN ENCROACHMENT PERMITS	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
15	000003	BNSF AGREEMENT AND INSURANCE REQUIREMENT	LS	1	33,000.00	33,000.00	11,198.00	11,198.00
16	019901	DE-MOBILIZATION	LS	1	6,000.00	6,000.00	6,000.00	6,000.00
TOTAL						192,303.10		194,444.00
ITEMS 1-16								

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Construction of Traffic Signal at Magnolia Avenue Railroad Crossing
Between Lincoln Street and Buchanan Street, in the City of Riverside
and Home Garden Area**

Advertised: June 4, 2013 (Agenda Item:3-53)

Addenda: None

Bids Open: 2 pm Date: Wednesday, June 26, 2013

PROJECT NO. B7-0788

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	8		9	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	151,168.00	151,168.00	166,750.00	166,750.00
2	000003	TEMPORARY POWER SERVICE	LS	1	2,000.00	2,000.00	1,725.00	1,725.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	6,000.00	6,000.00	3,450.00	3,450.00
4	074020	WATER POLLUTION CONTROL	LS	1	800.00	800.00	1,725.00	1,725.00
5	170101	DEVELOP WATER SUPPLY	LS	1	1,200.00	1,200.00	1,150.00	1,150.00
6	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	60	49.00	2,940.00	34.50	2,070.00
7	150771	REMOVE ASPHALT CONCRETE DIKE	LF	55	6.00	330.00	11.50	632.50
8	731521	MINOR CONCRETE (SIDEWALK) [CRS 400 & 401]	SQFT	1,009	9.00	9,081.00	9.20	9,282.80
9	566011	ROADSIDE SIGN - ONE POST	EA	3	250.00	750.00	258.75	776.25
10	151281	SALVAGE ROADSIDE SIGN	EA	4	90.00	360.00	86.25	345.00
11	066565	RELOCATE SIGN	EA	1	200.00	200.00	172.50	172.50
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	50	13.00	650.00	11.50	575.00
13	840519	PERMITS FOR CROSSWALK AND PAVEMENT MARKING	SQFT	1,040	3.50	3,640.00	3.45	3,588.00
14	010601	OBTAIN ENCROACHMENT PERMITS	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
15	000003	BNSF AGREEMENT AND INSURANCE REQUIREMENT	LS	1	5,000.00	5,000.00	1,150.00	1,150.00
16	019901	DE-MOBILIZATION	LS	1	6,000.00	6,000.00	6,000.00	6,000.00
TOTAL						195,119.00		204,392.05
ITEMS 1-16								

697A

Riverside County Contract No. 13-08-003

AGREEMENT

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

WITNESSETH

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Construction of Traffic Signal at Magnolia Avenue Railroad Grade Crossing between Lincoln Street and Buchanan Street in the City of Riverside and in the Home Gardens Area, Project No. B7-0788**, 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 or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of 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:

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

**CONSTRUCTION OF TRAFFIC SIGNAL
AT MAGNOLIA AVENUE RAILROAD GRADE CROSSING
BETWEEN LINCOLN STREET AND BUCHANAN STREET
IN THE CITY OF RIVERSIDE AND IN THE HOME GARDENS AREA**

PROJECT NO. B7-0788

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	860201	SIGNAL AND LIGHTING	LS	1	94,200.00	94,200.00
2	000003	TEMPORARY POWER SERVICE	LS	1	3,700.00	3,700.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	4,900.00	4,900.00
4	074020	WATER POLLUTION CONTROL	LS	1	2,100.00	2,100.00
5	170101	DEVELOP WATER SUPPLY	LS	1	2,500.00	2,500.00
6	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	60	52.50	3,150.00
7	150771	REMOVE ASPHALT CONCRETE DIKE	LF	55	5.85	321.75
8	731521	MINOR CONCRETE (SIDEWALK) [CRS 400 & 401]	SQFT	1,009	10.00	10,090.00
9	566011	ROADSIDE SIGN - ONE POST	EA	3	310.00	930.00
10	151281	SALVAGE ROADSIDE SIGN	EA	4	103.00	412.00
11	066565	RELOCATE SIGN	EA	1	245.00	245.00
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	50	4.70	235.00
13	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,040	4.10	4,264.00
14	010601	OBTAIN ENCROACHMENT PERMITS	FA	1	5,000.00	5,000.00
15	000003	BNSF AGREEMNT AND INSURANCE REQUIREMENT	LS	1	1,800.00	1,800.00
16	019901	DE-MOBLIZATION	LS	1	6,000.00	6,000.00

PROJECT TOTAL: One hundred thirty nine thousand, eight hundred forty seven dollars and seventy five cents \$139,847.75
ITEMS 1-16 "WORDS"

CONSTRUCTION OF TRAFFIC SIGNAL
AT MAGNOLIA AVENUE RAILROAD GRADE CROSSING
BETWEEN LINCOLN STREET AND BUCHANAN STREET
IN THE CITY OF RIVERSIDE AND IN THE HOME GARDENS AREA

PROJECT NO. B7-0788

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

COUNTY OF RIVERSIDE

STEINY AND COMPANY, INC.

BY _____
Chairman, Board of Supervisors

BY Viktor R. Pusic
Viktor R. Pusic

Dated _____

TITLE: Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

Barbara Nash

BY _____
Deputy

TITLE: Administrative Assistant

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

License No. 161273

Federal Employer Identification Number:

95-1889828

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL VICTOR 8/27/13 DATE

BY _____
"County"
(Seal)

"Corporation"
(Seal)

STEINY AND COMPANY, INC.

Certification by Secretary
of Corporate Resolution

At the meeting of the Directors of Steiny and Company, Inc., a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on May 17, 2013 at which a quorum of the directors were present the following resolution was adopted to wit:

Resolved, that:

Chairman of the Board, President & Treasurer	Susan Steiny
Chief Financial Officer	Vincent P. Mauch
Vice President	Willie B. Hadley
Vice President	Walter E. Johansen III
Vice President	Viktor Pusic
Secretary	Gayle C. Kappelman

are hereby authorized to sign contracts/agreements in the name of and on behalf of Steiny and Company, Inc.

I Gayle C. Kappelman, Secretary of Steiny and Company, Inc., do hereby certify that I am the Secretary of Said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on May 17, 2013 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation.



Gayle C. Kappelman, Secretary

Performance Bond

Recitals:

1. **Steiny and Company, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Construction of Traffic Signal at Magnolia Avenue Railroad Grade Crossing between Lincoln Street and Buchanan Street in the City of Riverside and in the Home Gardens Area, Project No. B7-0788.**

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 **\$ 139,847.75 (One hundred thirty nine thousand, eight hundred forty seven dollars and seventy five 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 _____

Title _____

Its Attorney in Fact
"Surety"

"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 **Steiny and Company, 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 \$ **139,847.75 (One hundred thirty nine thousand, eight hundred forty seven dollars and seventy five 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 **Construction of Traffic Signal at Magnolia Avenue Railroad Grade Crossing between Lincoln Street and Buchanan Street in the City of Riverside and in the Home Gardens Area, Project No. B7-0788.**

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____ }
COUNTY OF _____ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Performance Bond

Recitals:


1. **Steiny and Company, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Construction of Traffic Signal at Magnolia Avenue Railroad Grade Crossing between Lincoln Street and Buchanan Street in the City of Riverside and in the Home Gardens Area, Project No. B7-0788.**
2. Liberty Mutual Insurance Company, a _____ Massachusetts _____ 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 **\$ 139,847.75 (One hundred thirty nine thousand, eight hundred forty seven dollars and seventy five 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 July 18, 2013

Steiny and Company, Inc.
 By 
 Vincent P. Mauch
 By _____

Liberty Mutual Insurance Company
 By 
 Type Name Jeri Apodaca, Attorney in Fact

Its Attorney in Fact
"Surety"

Title CFO

"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 CERTIFICATE OF ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

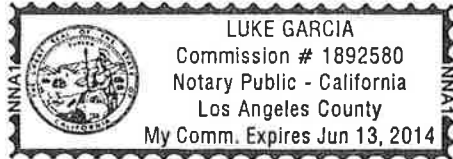
On July 23, 2013 before me, Luke Garcia, Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Vincent Mauch,
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

(Seal)

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: _____

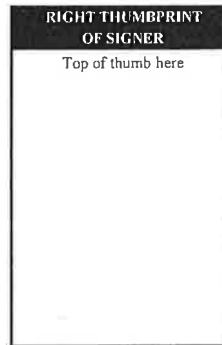
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On JUL 18 2013
Date

before me, Rhonda C. Abel, Notary Public
Here Insert Name and Title of the Officer

personally appeared Jeri Apodaca
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 Rhonda C. Abel
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: _____

- Individual
- Corporate Officer — Title(s): _____
- 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: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Payment Bond

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

The makers of this Bond are Steiny and Company, Inc., as Principal and Original Contractor and Liberty Mutual Insurance Company _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 139,847.75 (One hundred thirty nine thousand, eight hundred forty seven dollars and seventy five 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 Construction of Traffic Signal at Magnolia Avenue Railroad Grade Crossing between Lincoln Street and Buchanan Street in the City of Riverside and in the Home Gardens Area, Project No. B7-0788.

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: July 18, 2013

Steiny and Company, Inc.

Original Contractor – Principal

Liberty Mutual Insurance Company
Surety

By 
Vincent P. Mauch

By 
Jeri Apodaca,
Its Attorney In Fact
(Corporate Seal)

Title CFO
(If corporation, affix seal)
(Corporate Seal)

STATE OF _____
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT
See Attached Notary Acknowledgment

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 CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On July 23, 2013 before me, Luke Garcia, Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Vincent Mauch
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



(Seal)

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

Signer's Name: _____

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

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On JUL 18 2013 before me, Rhonda C. Abel, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeri Apodaca
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 Rhonda C. Abel
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.

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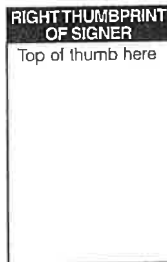
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6191740

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Saltarelli; James A. Schaller; Jeri Apodaca; Kim Luu; Michael D. Parizino; Rachelle Rheault; Rhonda C. Abel

all of the city of Newport Beach state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of July, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 8th day of July, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JUL 18 2013 day of July, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-813-812-8240 between 9:00 am and 4:30 pm EST on any business day.

Company Profile

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-526-1547

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 #:	23043
NAIC Group #:	<u>0111</u>
California Company ID #:	1022-3
Date authorized in California:	August 30, 1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

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 Complaint Information



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2013

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

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

PRODUCER Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach CA 92660-2436	CONTACT NAME: Alexis Berlanga PHONE (A/C, No, Ext): 949-660-5965 E-MAIL ADDRESS: aberlanga@alliant.com	FAX (A/C, No): Use email
	INSURER(S) AFFORDING COVERAGE	
INSURED Steiny & Company, Inc. 12907 East Garvey Ave Baldwin Park CA 91706	INSURER A: Old Republic General Ins Corp	NAIC # 24139
	INSURER B: National Union Fire of PA	19445
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1845927551

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	A1CG95211304	7/1/2013	7/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 Ded. \$25,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	N	A1CA95211304	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE018085738	7/1/2013	7/1/2014	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
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	A1CW95211304	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Re: Steiny job #4474. Construction of Traffic Signal at Magnolia Avenue Railroad Grade Crossing between Lincoln Street and Buchanan Street in the City of Riverside and in the Home Gardens Area Project No. B7-0788
 The City of Riverside, its officers, directors, agents and employees are named as Additional Insured with respect to General Liability and Auto Liability. Waiver of Subrogation applies to General Liability and Workers Compensation per attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

County of Riverside, Department of Transportation 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 <i>Laurie Stokes</i>
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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
As Per Written Contract.	

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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

Launie Stokes

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As per written contract but only when coverage for completed operations is specifically required by that contract.	
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Laurie Stokes

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All of your designation construction projects where required by written contract.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

Laurie Stokes

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s)
Or Organization(s):

Location(s) of Covered Operations

As required by written contract:

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Steiny and Company, Inc.		
Policy Number	A1CG95211304	Endorsement No.	
Policy Period	7/1/13-7/1/14 to	Endorsement Effective Date:	see certificate
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			

Laurie Stokes

see certificate

AUTHORIZED REPRESENTATIVE

DATE

POLICY NUMBER A1CA95211304

COMMERCIAL AUTO
CA 20 01 03 06


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Named Insured: STEINY AND COMPANY, INC.
Endorsement Effective Date: see certificate
Countersignature Of Authorized Representative
Name: Laurie Stokes
Title: VP
Signature: 
Date: see certificate

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: Where required by written contract.
--

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Laurie Stokes

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

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

Named Insured: Steiny and Company, Inc.

Endorsement Effective Date: see certificate

SCHEDULE

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

Where required by written contract.

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Laurie Stokes

OLD REPUBLIC GENERAL INSURANCE CORPORATION
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule : As required by written contract.

The premium charge for this endorsement is \$0.00

Named Insured	Steiny and Company, Inc.		
Policy Number	A1CW95211304	Endorsement No.	
Policy Period	7/1/13-7/1/14 to	Endorsement Effective Date:	see certificate
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			

Laurie Stokes

AUTHORIZED REPRESENTATIVE

see certificate

DATE



**Umbrella Prime®
Commercial Umbrella Liability Policy With CrisisResponse®**

DECLARATIONS

The company issuing this policy is indicated by an "X" in the box to the left of the company's name.

- | | |
|--|--|
| <input type="checkbox"/> Chartis Property Casualty Company | <input type="checkbox"/> Illinois National Insurance Company |
| <input type="checkbox"/> American Home Assurance Company | <input checked="" type="checkbox"/> National Union Fire Insurance Company of Pittsburgh, Pa. |
| <input type="checkbox"/> Chartis Casualty Company | <input type="checkbox"/> New Hampshire Insurance Company |
| <input type="checkbox"/> Commerce & Industry Insurance Company | <input type="checkbox"/> The Insurance Company of the State of Pennsylvania |
| <input type="checkbox"/> Granite State Insurance Company | |

(each of the above being a capital stock company)

**Administrative/Mailing Address: 175 Water Street, New York, NY 10038
Telephone No. 212-458-5000**

POLICY NUMBER: BE 018085738 **RENEWAL OF:** 061731542

ITEM 1. NAMED INSURED: STEINY AND COMPANY, INC.

MAILING ADDRESS: 12907 E. GARVEY AVENUE
BALDWIN PARK, CA 91706-4531

ITEM 2. POLICY PERIOD: FROM: July 1, 2013 TO: July 1, 2014
(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)

ITEM 3. LIMITS OF INSURANCE

The Limits of Insurance, subject to the terms of this policy, are:

- | | |
|-----------------|---|
| A. \$20,000,000 | Each Occurrence |
| B. \$20,000,000 | General Aggregate (in accordance with Section IV. Limits of Insurance) |
| C. \$20,000,000 | Products-Completed Operations Aggregate (in accordance with Section IV. Limits of Insurance) |
| D. \$250,000 | CrisisResponse Sublimit of Insurance |
| E. \$50,000 | Excess Casualty CrisisFund Limit of Insurance |

ITEM 4. SCHEDULED UNDERLYING INSURANCE - See Schedule of Underlying Insurance


ITEM 5. SELF-INSURED RETENTION - \$10,000 **Each Occurrence**

ITEM 6. PREMIUM AND PREMIUM COMPUTATION

ESTIMATED TOTAL ANNUAL EXPOSURE	
RATES PER	FLAT
MINIMUM PREMIUM	\$168,000.00
ADVANCE PREMIUM	\$168,000.00

ITEM 7. THIS POLICY INCLUDES THESE ENDORSEMENTS AT INCEPTION DATE: SEE ATTACHED SCHEDULE

PRODUCER NAME: ALLIANT INSURANCE SERVICES, INC.
ADDRESS: 1301 DOVE ST
NEWPORT BEACH, CA 92660-2412



Christopher G. Kopser
**Authorized Representative or
Countersignature (Where Applicable)**

Date

Company Profile

OLD REPUBLIC GENERAL INSURANCE CORPORATION

307 N MICHIGAN AVE 17TH FL
CHICAGO, IL 60601-5382
800-331-5554

Former Names for Company

Old Name: INTERNATIONAL BUSINESS & MERCANTILE REASSURANCE COMPANY

Effective Date: 12-14-2006

Old Name: MOTORISTS BENEFICIAL INSURANCE COMPANY

Effective Date: 04-21-1982

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 #:	24139
NAIC Group #:	<u>0150</u>
California Company ID #:	1800-2
Date authorized in California:	June 30, 1965
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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](#).

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

Company Profile

**NATIONAL UNION FIRE INSURANCE COMPANY OF
PITTSBURGH, PA**
180 MAIDEN LANE
NEW YORK, NY 10038
800-551-0824

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 #:	19445
NAIC Group #:	<u>0012</u>
California Company ID #:	0131-3
Date authorized in California:	November 28, 1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

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 Complaint Information