

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

151 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 21, 2013

SUBJECT: Clay Street/Union Pacific Railroad Grade Separation Project in the City of Jurupa Valley. 2nd/2nd District [\$15,948,405]; Federal Funds 43.4%, State Funds 55.5%, Local Funds 1.1%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve two addenda to the plans and specifications issued prior to the October 16, 2013, bid opening; and
2. Accept the low bid of Ames Construction, Inc. of Corona, CA in the amount of \$15,948,405; and
3. Award the contract to Ames Construction, Inc. and authorize the Chairman of the Board of Supervisors to execute the contract documents; and
4. Approve the project's proposed budget as shown on Attachment "A."

Juan C. Perez
Director of Transportation and Land Management

JCP:jrj:sb

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL

BY: MARSHAL VICTOR DATE: 12/13

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 5,948,405	\$ 10,000,000	\$ 15,948,405	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: CMAQ (43.4%), Prop. 1B [Trade Corridor Improvement Funds] (55.5%), and Local Funds (1.1%).
There are no General Funds used in this project.

Budget Adjustment: No
For Fiscal Year: 13/14

C.E.O. RECOMMENDATION:

APPROVE

BY:

County Executive Office Signature

Tina Grande

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: 9/10/13, Item 3-95

District: 2nd/2nd

Agenda Number:

3-56

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

FORM 11: Clay Street/Union Pacific Railroad Grade Separation Project in the City of Jurupa Valley. 2nd/2nd District [\$15,948,405]; Federal Funds 43.4%, State Funds 55.5%, Local Funds 1.1%

DATE: November 21, 2013

PAGE: 2 of 3

BACKGROUND:

Summary (continued)

By Minute Order dated September 10, 2013 (Agenda Item 3-95), the Board of Supervisors authorized the Clerk of the Board to advertise the Clay Street/Union Pacific Railroad (UPRR) Grade Separation Project, including improvements at General Drive and Linares Avenue in the City of Jurupa Valley.

During the advertisement period, two addenda were issued to all registered plan holders as a supplement to the plans and specifications. Bidders are required to acknowledge and take into account all issued addenda on their Contractor's Bid in order to be considered for award. The addenda were issued to clarify and modify the approved contract documents. The addenda are attached and designated as Addendum No. 1 and Addendum No. 2.

Four bids were received on October 16, 2013, ranging from \$15,948,405 to \$19,610,755. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest and best bid was submitted by Ames Construction, Inc. of Corona, CA in the amount of \$15,948,405, which is \$2,545,955 (13.8%) below the Engineer's Estimate.

The bid documents include the following schedules of work:

- Base Bid 1: Grade separation bridge, roadway widening, and associated work

- Base Bid 2: Traffic signal and lighting, signing, striping, and associated work at the intersection of Clay Street and General Drive

The bid schedules are funded separately as shown on Attachment "A." The Transportation Department recommends award of both bid schedules of work. The total contract amount is \$15,948,405.

The construction duration established for this project is for 360 working days, and construction is anticipated to be completed by summer of 2015.

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

- Project No. B7-0753 – Clay Street Grade Separation Project
- Federal Aid No. PNRSTCIL-5956 (178) – Clay Street Grade Separation Project
- Project No. C3-0090 – Traffic Signal at the intersection of Clay Street and General Drive

Impact on Residents and Businesses

Clay Street is a four-lane major road in the City of Jurupa Valley that connects Limonite Avenue with Van Buren Boulevard. Clay Street carries over 17,000 vehicles per day. This construction project will separate the roadway grade of Clay Street from UPRR mainline tracks.

Currently, 25 freight trains and 12 passenger trains pass through this crossing on a daily basis. This frequency is projected to increase to 46 freight trains and 12 passenger trains by the year 2035. The grade separation project will generate the following benefits:

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DATE: November 21, 2013

PAGE: 3 of 3

- Increased public safety by the elimination of train and vehicle conflicts
- Reduction of particulate matter from idling vehicles, causing a reduction in greenhouse gas emissions
- Reduced train noise
- Reduce congestion on Clay Street, a heavily traveled connection between Limonite Avenue and Van Buren Boulevard

SUPPLEMENTAL:

Additional Fiscal Information

The Contract is recommended to be awarded to Ames Construction, Inc. for the total amount of \$15,948,405.

On June 11, 2013, the California Transportation Commission allocated \$13.247 million to this project for construction and construction engineering from Proposition 1B - Trade Corridor Improvement Funds (TCIF). TCIF funding requires that a construction contract for this project must be awarded on or before December 31, 2013.

On December 11, 2013, the Riverside County Transportation Commission approved a \$1,199,000 increase in federal Congestion Mitigation Air Quality (CMAQ) funds. The funding increase will complete the funding needs for the construction phase of this project, including the construction contract, contingencies, supplemental items, and agency furnished items.

This construction project is funded by the Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Proposition 1B - Trade Corridor Improvement Funds, and local funds. There are no General Funds used in this project.

Since Clay Street is located in the City of Jurupa Valley, the County of Riverside (County) will transfer the maintenance responsibility to the City of Jurupa Valley upon completion of the project and will not add the improvements to the current County maintenance system.

Contract History and Price Reasonableness

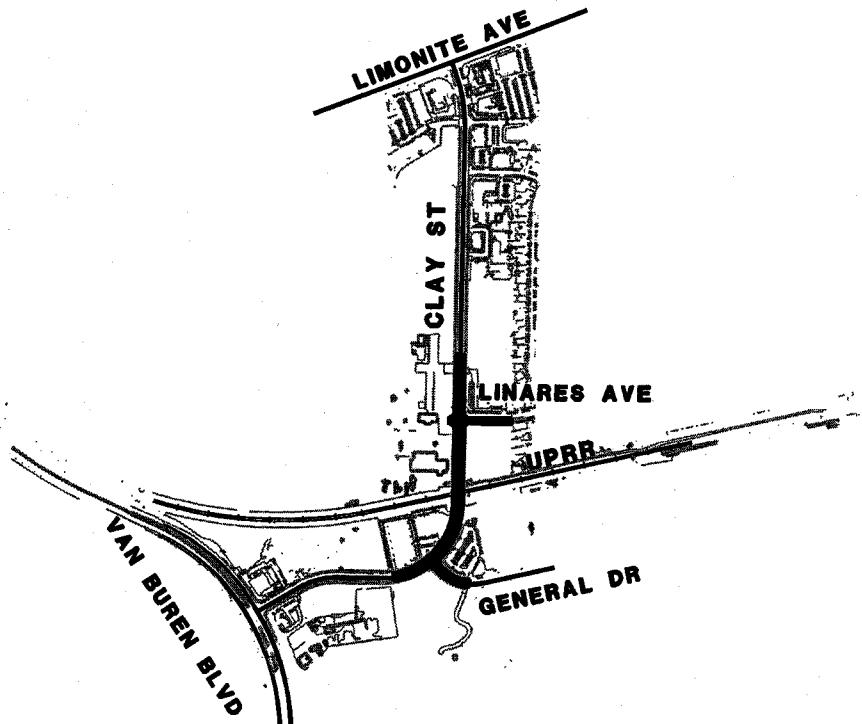
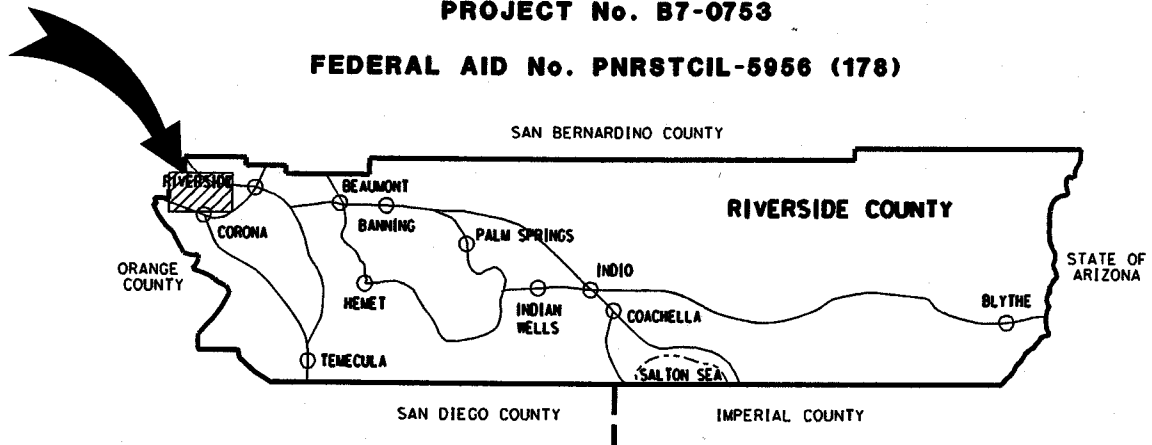
N/A

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

Clay Street/Union Pacific Railroad
Grade Separation Project
Including Improvement on General Drive and Linares Avenue
in the City of Jurupa Valley

PROJECT No. B7-0753

FEDERAL AID No. PNRSTCIL-5956 (178)



VICINITY MAP

TOWNSHIP 28 RANGE 6W SECTION 25
COUNTY ROAD BOOK PAGE No. 16B

Attachment "A"

Riverside County Transportation Department

Project: **Clay Street Railroad Grade Separation & Clay Street & General Drive Signal**

Project No.(s): **B7-0753 & C3-0090**

PROJECT BUDGET AND EXPENSES

December 2, 2013

ACTIVITY	EXPENSES			BUDGET	
	INCURRED	PROJECTED	TOTAL	EXISTING	PROPOSED
Preliminary Survey	218,776	2,224	221,000	186,000	221,000
Environmental	370,887	6,113	377,000	233,000	377,000
Design	3,010,610	146,390	3,157,000	2,861,000	3,157,000
Right-of-way	4,127,713	872,287	5,000,000	4,500,000	5,000,000
Utilities		8,090,000	8,090,000	5,000,000	8,090,000
Construction		15,948,405	15,948,405		
Construction Contingency 10.0%		1,594,841	1,594,841	24,272,000	18,473,000
Construction (Supplemental \$260k & RR \$670k)		930,000	930,000		
Construction Engineering & Inspection 11.6%		2,028,000	2,028,000	2,428,000	2,028,000
Construction Survey 5.7%		1,000,000	1,000,000	1,000,000	1,000,000
Totals:	7,727,986	30,618,260	38,346,246	40,480,000	38,346,000

PROJECT FUNDING

CODE	NAME	BUDGET	
		EXISTING	PROPOSED
103	CMAQ	12,829,000	14,028,000
190	FHWA - Projects of National Significance	2,500,000	2,500,000
217	Prop. 1B - Trade Corridor Improvement Funds	12,500,000	13,247,000
221	Gas Tax (ABX8-9 Mar 2010 New HUTA)	243,000	
234	LTF Rail Funds	1,171,000	1,171,000
253	Grade Separation Program / PUC Section 190	5,000,000	
332	Redevelopment Agency	625,000	625,000
990	Miscellaneous	4,931,000	
990	Miscellaneous (Riverside County Transportation Commission)	500,000	
990	Miscellaneous (Utility Company Responsibilities - funds not passing through County)		3,900,000
990	Local	181,000	2,637,000
369	West County DIF Signal Mitigation Fund		238,000
Totals		40,480,000	38,346,000

COMMENTS

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Attachment "A"

Riverside County Transportation Department

Project: **Clay Street Railroad Grade Separation**

Project No.(s): **B7-0753**

PROJECT BUDGET AND EXPENSES

December 2, 2013

ACTIVITY	EXPENSES			BUDGET	
	INCURRED	PROJECTED	TOTAL	EXISTING	PROPOSED
Preliminary Survey	218,776	2,224	221,000	186,000	221,000
Environmental	368,791	6,209	375,000	232,000	375,000
Design	3,001,088	145,912	3,147,000	2,851,000	3,147,000
Right-of-way	4,127,713	872,287	5,000,000	4,500,000	5,000,000
Utilities		8,090,000	8,090,000	5,000,000	8,090,000
Construction		15,768,405	15,768,405		
Construction Contingency 10.0%		1,576,841	1,576,841	24,068,000	18,275,000
Construction (Supplemental \$260k & RR \$670k)		930,000	930,000		
Construction Engineering & Inspection 11.5%		2,000,000	2,000,000	2,400,000	2,000,000
Construction Survey 5.8%		1,000,000	1,000,000	1,000,000	1,000,000
Totals:	7,716,368	30,391,878	38,108,246	40,237,000	38,108,000

PROJECT FUNDING

CODE	NAME	BUDGET	
		EXISTING	PROPOSED
103	CMAQ	12,829,000	14,028,000
190	FHWA - Projects of National Significance	2,500,000	2,500,000
217	Prop. 1B - Trade Corridor Improvement Funds	12,500,000	13,247,000
221	Gas Tax (ABX8-9 Mar 2010 New HUTA)		
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990	Local	181,000	2,637,000
Totals		40,237,000	38,108,000

COMMENTS

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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:	Ames Construction, Inc.
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Minority Status:

- M W DV None

Vendor/Lessor Location:	Corona, Ca.
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Local Preference Applied: Yes No N/A

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

- Bid Range: \$15,948,405.30 to \$19,610,755.00
- Local Bid Range: N/A
- Responsive and Responsible Bid Range: \$15,948,405.30 to \$19,610,755.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

**Riverside County Transportation Department
Summary of Bids**

Advertised: September 10, 2013 (Agenda Item: 3-95)
 Addenda: 1 (10/8/2013), 2 (10/10/2013)
 Bids Open: 2 pm Date: Wednesday, October 16, 2013

PROJECT:
 Clay Street / Union Pacific Railroad Grade Separation Project
 including Improvements at General Drive and Linares Avenue
 In the City of Jurupa Valley
 PROJECT No. B7-0753, Federal Aid No. PNRSTCIL - 5956(178)

Company Name	Base Bid Schedule 1 Subtotal	Base Bid Schedule 2 Subtotal	Total
COUNTY'S ESTIMATE	18,309,360.10	185,000.00	\$18,494,360.10
1 Ames Construction, Inc.	15,768,405.30	180,000.00	\$15,948,405.30
2 Ortiz Enterprises, Inc.	17,013,627.60	175,000.00	\$17,188,627.60
3 KEC Engineering	18,150,386.70	16,140.00	\$18,166,526.70
4 Reyes Construction, Inc.	19,390,755.00	220,000.00	\$19,610,755.00
<i>Average Bid Prices</i>	\$17,580,793.65	\$147,785.00	\$17,728,578.65

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BASE BID SCHEDULE 1		COUNTY'S ESTIMATE				Ames Construction, Inc. Corona, CA 92880		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	760090	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	LS	1	1,150,000.00	1,150,000.00	100,000.00	100,000.00
2	000001	ITEM DELETED BY ADDENDUM						
3	160101	CLEARING AND GRUBBING	LS	1	75,000.00	75,000.00	75,000.00	75,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	20,000.00	20,000.00	20,000.00	20,000.00
5	000003	REMOVE BUILDING	LS	1	25,000.00	25,000.00	200,000.00	200,000.00
6	066105	RESIDENT ENGINEERS OFFICE	LS	1	50,000.00	50,000.00	30,000.00	30,000.00
7	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	20,000.00	20,000.00	15,000.00	15,000.00
8	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	20,000.00	20,000.00	3,500.00	3,500.00
9	074020	WATER POLLUTION CONTROL	LS	1	30,000.00	30,000.00	30,000.00	30,000.00
10	000003	DEWATERING	LS	1	1,600,000.00	1,600,000.00	100,000.00	100,000.00
11	019902	COURSE OF CONSTRUCTION INSURANCE	LS	1	52,600.00	52,600.00	40,000.00	40,000.00
12	150608	REMOVE CHAIN LINK FENCE	LF	2,915	4.00	11,660.00	6.00	17,490.00
13	153215	REMOVE CONCRETE (CURB AND GUTTER)	LF	4,293	2.00	8,586.00	3.00	12,879.00
14	153140	REMOVE CONCRETE (SIDEWALK)	SY	1,868	5.70	10,647.60	6.00	11,208.00
15	153248	REMOVE CONCRETE (MISCELLANEOUS)	SF	6,304	2.00	12,608.00	2.00	12,608.00
16	190101	ROADWAY EXCAVATION	CY	91,340	11.00	1,004,740.00	7.00	639,380.00
17	260201	CLASS 2 AGGREGATE BASE	CY	6,400	24.00	153,600.00	37.00	236,800.00
18	270011	CEMENT TREATED BASE (PLANT MIXED, CLASS A)	CY	6,600	90.00	594,000.00	70.00	462,000.00
19	390132	HOT MIX ASPHALT (TYPE A)	TON	5,900	62.00	365,800.00	70.00	413,000.00
20	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [DRIVEWAY/PARKING LOT]	SQFT	8,003	2.30	18,406.90	4.00	32,012.00
21	000003	GEOMEMBRANE WATERPROOFING (GEOMEMBRANE)	SQFT	125,690	7.00	879,830.00	4.00	502,760.00
22	017302	MINOR CONCRETE (GROSS GUTTER) (CRS 209 AND CRS 210)	SQFT	3,769	10.00	37,690.00	12.00	45,228.00
23	000003	MINOR CONCRETE (TYPE D CURB 6"CF) (CRS 204)	LF	175	16.00	2,800.00	50.00	8,750.00
24	017309	MINOR CONCRETE (TYPE D CURB 8"CF) (CRS 204)	LF	405	23.00	9,315.00	45.00	18,225.00
25	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	3,900	40.00	156,000.00	25.00	97,500.00
26	000003	MINOR CONCRETE (CURB & GUTTER) [8" TO 6" CURB & GUTTER TRANSITION]	LF	61	40.00	2,440.00	50.00	3,050.00
27	017312	MINOR CONCRETE (COMMERCIAL DRIVEWAY) (CRS 207A)	CY	90	165.00	14,850.00	475.00	42,750.00
28	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [MEDIAN]	SQFT	820	2.30	1,886.00	5.00	4,100.00
29	731521	MINOR CONCRETE (SIDEWALK)	CY	320	275.00	88,000.00	425.00	136,000.00
30	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A & CT STD. PLAN NO. A88B, CASE CM)	CY	15	825.00	12,375.00	750.00	11,250.00
31	401050	JOINTED PLAN CONCRETE PAVEMENT [BUS PAD]	CY	32	275.00	8,800.00	575.00	18,400.00
32	800360	CHAIN LINK FENCE (TYPE CL-6) (& GATE)	LF	264	22.00	5,808.00	40.00	10,560.00
33	204096	MAINTAIN EXISTING PLANTED AREAS [PRIVATE LANDSCAPING]	LS	1	5,000.00	5,000.00	10,000.00	10,000.00
34	000003	SOIL PREPARATION AND FINE GRADING	SQFT	220,075	0.75	165,056.25	0.20	44,015.00
35	000003	PLANTING TABLETS	EA	1,806	0.25	451.50	0.30	541.80
36	202006	SOIL AMENDMENT	CY	12	50.00	600.00	110.00	1,320.00
37	202011	MULCH	CY	18	30.00	540.00	50.00	900.00
38	210430	HYDROSEED (TURF)	SQYD	480	4.50	2,160.00	10.00	4,800.00

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Summary of Bids**

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PROJECT No. B7-0753, Federal Aid No. PNRSTCIL - 5956(178)

BASE BID SCHEDULE 1 (continued)		COUNTY'S ESTIMATE				Ames Construction, Inc. Corona, CA 92880		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
39	2030686	COMMERCIAL FERTILIZER (PACKETS)	EA	693	0.25	173.25	1.00	693.00
40	204023A	FURNISH AND INSTALL 24-INCH SIZE BOX TREE	EA	21	350.00	7,350.00	250.00	5,250.00
41	000003	FURNISH AND INSTALL 5-INCH SIZE PLANT	EA	17	30.00	510.00	20.00	340.00
42	000003	FURNISH AND INSTALL 1-GALON SIZE PLANT	EA	411	15.00	6,165.00	20.00	8,220.00
43	000003	FURNISH AND INSTALL FLATS (64 PLANTS/FLAT)	EA	23	25.00	575.00	20.00	460.00
44	206560	CONTROL AND NEUTRAL CONDUCTORS	LS	1	2,100.00	2,100.00	2,500.00	2,500.00
45	208000	IRRIGATION SYSTEM	LS	1	40,648.00	40,648.00	60,000.00	60,000.00
46	000003	TYPE G1 DRAINAGE INLET, GRATE TYPE 24-12	EA	2	3,000.00	6,000.00	4,000.00	8,000.00
47	000003	TYPE G2 DRAINAGE INLET GRATE TYPE 24-12	EA	1	8,500.00	8,500.00	4,200.00	4,200.00
48	015101	CLASS B CONCRETE COLLAR PER RCFC&WCQD STD. DWG M803	EA	1	530.00	530.00	1,000.00	1,000.00
49	510503	MINOR CONCRETE (STRUCTURE) (BULKHEAD)	EA	1	2,000.00	2,000.00	2,500.00	2,500.00
50	650030	42" REINFORCED CONCRETE PIPE	LF	1,644	95.00	156,180.00	195.00	320,580.00
51	650026	36" REINFORCED CONCRETE PIPE	LF	58	157.00	9,106.00	185.00	10,730.00
52	650018	24" REINFORCED CONCRETE PIPE	LF	555	85.00	47,175.00	80.00	44,400.00
53	665010	12" CORRUGATED STEEL PIPE	LF	18	90.00	1,620.00	110.00	1,980.00
54	703210	12" CORRUGATED STEEL PIPE RISER	LF	21	60.00	1,260.00	150.00	3,150.00
55	017002	CATCH BASIN (CURB INLET) (CRS 302) (W=7)	EA	1	3,500.00	3,500.00	8,500.00	8,500.00
56	017003	CATCH BASIN (CURB INLET) (CRS 300) (W=21)	EA	1	6,500.00	6,500.00	25,000.00	25,000.00
57	017005	CATCH BASIN (COMBINATION INLET) (CRS 302 - NO. 2) (W=28)	EA	1	11,600.00	11,600.00	17,000.00	17,000.00
58	017005	CATCH BASIN (COMBINATION INLET) (CRS 302 - NO. 2) (W=21)	EA	1	8,600.00	8,600.00	25,000.00	25,000.00
59	017101	MANHOLE (RCFC&WCDS MH251) (NO. 1)	EA	3	8,000.00	24,000.00	6,999.00	20,997.00
60	017103	MANHOLE (RCFC&WCDS MH252) (NO. 2)	EA	3	10,000.00	30,000.00	8,000.00	24,000.00
61	017110	MANHOLE (RCFC&WCDS MH254) (NO. 4)	EA	2	12,000.00	24,000.00	10,000.00	20,000.00
62	017114	TRANSITION STRUCTURE (RCFC&WCDS TS303) (NO. 3)	EA	2	5,000.00	10,000.00	4,500.00	9,000.00
63	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	2	45.00	90.00	4,000.00	8,000.00
64	681103	3" PLASTIC PIPE (EDGE DRAIN) (SLOTTED)	LF	926	32.00	29,632.00	15.00	13,890.00
65	120100	TRAFFIC CONTROL SYSTEM	LS	1	40,000.00	40,000.00	125,000.00	125,000.00
66	861501	MODIFY SIGNAL AND LIGHTING	LS	1	200,000.00	200,000.00	180,000.00	180,000.00
67	860402	LIGHTING (CITY STREET)	LS	1	200,000.00	200,000.00	125,000.00	125,000.00
68	840600	PAINTED TRAFFIC STRIPE [4"]	LF	5,050	0.50	2,525.00	0.60	3,030.00
69	840800	PAINTED TRAFFIC STRIPE [8"]	LF	500	2.50	1,250.00	0.60	300.00
70	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	482	3.30	1,590.60	4.00	1,928.00
71	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	385	5.00	1,925.00	3.50	1,347.50
72	150742	REMOVE ROADSIDE SIGN	EA	5	180.00	900.00	40.00	200.00
73	152390	RELOCATE ROADSIDE SIGN	EA	6	600.00	3,600.00	200.00	1,200.00
74	566011	ROADSIDE SIGN - ONE POST	EA	13	230.00	2,990.00	300.00	3,900.00
75	560252	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)	EA	2	115.00	230.00	2,000.00	4,000.00
76	192020(F)	STRUCTURE EXCAVATION (TYPE D)	CY	1,050	76.00	79,800.00	25.00	26,250.00

**Riverside County Transportation Department
Summary of Bids**

Advertised: September 10, 2013 (Agenda Item: 3-95)
Addenda: 1 (10/8/2013), 2 (10/10/2013)
Bids Open: 2 pm Date: Wednesday, October 16, 2013

**PROJECT: Clay Street / Union Pacific Railroad Grade Separation Project
including Improvements at General Drive and Linares Avenue
In the City of Jurupa Valley**

PROJECT No. B7-0753, Federal Aid No. PNRSTCIL - 5956(178)

BASE BID SCHEDULE 1 (continued)		COUNTY'S ESTIMATE				Ames Construction, Inc. Corona, CA 92880		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
77	192037(F)	STRUCTURE EXCAVATION (RETAINING WALL)	CY	24,600	40.00	984,000.00	65.00	1,599,000.00
78	193013(F)	STRUCTURE BACKFILL (RETAINING WALL)	CY	22,750	20.00	455,000.00	18.00	409,500.00
79	193031(F)	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	1,140	85.00	96,900.00	30.00	34,200.00
80	510060(F)	STRUCTURAL CONCRETE, RETAINING WALL	CY	5,650	300.00	1,695,000.00	494.00	2,791,100.00
81	511064(F)	FRACTURED RIB TEXTURE	SQFT	35,270	10.00	352,700.00	10.00	352,700.00
82	520103(F)	BAR REINFORCING STEEL (RETAINING WALL)	LB	902,430	1.00	902,430.00	1.10	992,673.00
83	731517(F)	MINOR CONCRETE (GUTTER)	LF	2,860	35.00	100,100.00	23.00	65,780.00
84	833000	METAL RAILING (PICKET RAILING)	LF	3,470	45.00	156,150.00	150.00	520,500.00
85	192020(F)	STRUCTURE EXCAVATION (TYPE D) [BRIDGE]	CY	1,370	90.00	123,300.00	25.00	34,250.00
86	192003(F)	STRUCTURE EXCAVATION (BRIDGE)	CY	1,830	60.00	109,800.00	75.00	137,250.00
87	193003(F)	STRUCTURE BACKFILL (BRIDGE)	CY	1,540	40.00	61,600.00	45.00	69,300.00
88	510053(F)	STRUCTURAL CONCRETE, BRIDGE	CY	800	700.00	560,000.00	950.00	760,000.00
89	510051(F)	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	580	400.00	236,000.00	450.00	265,500.00
90	511035(F)	ARCHITECTURAL TREATMENT (FORM LINER) [BRIDGE]	SQFT	4,330	10.00	43,300.00	25.00	108,250.00
91	512200(F)	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (46.8)	EA	13	10,000.00	130,000.00	13,000.00	169,000.00
92	000003(F)	FURNISH PRECAST SACRIFICIAL BEAM (46.7)	EA	2	16,000.00	32,000.00	50,000.00	100,000.00
93	512200(F)	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (55.9)	EA	13	12,000.00	156,000.00	15,000.00	195,000.00
94	000003(F)	FURNISH PRECAST SACRIFICIAL BEAM (55.9)	EA	2	20,000.00	40,000.00	55,000.00	110,000.00
95	512500(F)	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	26	3,000.00	78,000.00	1,000.00	26,000.00
96	000003(F)	ERECT SACRIFICIAL BEAM (46.7)	EA	2	4,000.00	8,000.00	1,300.00	2,600.00
97	000003(F)	ERECT SACRIFICIAL BEAM (55.9)	EA	2	4,000.00	8,000.00	1,300.00	2,600.00
98	520102(F)	BAR REINFORCING STEEL (BRIDGE)	LB	280,200	0.90	252,180.00	1.00	280,200.00
99	520120(F)	HEADED BAR REINFORCEMENT	EA	280	15.00	4,200.00	50.00	14,000.00
100	540100(F)	DECK SEAL (WATERPROOFING)	SQFT	6,370	7.00	44,590.00	10.00	63,700.00
101	750501(F)	MISCELLANEOUS METAL (BRIDGE)	LB	25,620	8.00	204,960.00	5.00	128,100.00
102	750505(F)	BRIDGE DECK DRAINAGE SYSTEM	LS	1	25,000.00	25,000.00	20,000.00	20,000.00
103	000003(F)	ELASTOMERIC BEARING PADS	EA	68	750.00	51,000.00	900.00	61,200.00
104	601001	TEMPORARY SHORING (BRIDGE ONLY)	SQFT	4,000	60.00	240,000.00	60.00	240,000.00
105	601001	RAILROAD TRACK (TEMPORARY SHORING) (SHOOFLY)	SQFT	14,000	60.00	840,000.00	10.00	140,000.00
106	601001	RAILROAD TRACK [SHOOFLY EXCAVATION]	CY	25,120	30.00	753,600.00	12.00	301,440.00
107	601001	RAILROAD TRACK [SHOOFLY FILL]	CY	5,130	50.00	256,500.00	10.00	51,300.00
108	601001	RAILROAD TRACK (CLASS 2 AGGREGATE BASE) (SHOOFLY AND MAIN TRACK SUBBALLAST)	CY	2,960	30.00	88,800.00	34.00	100,640.00
109	601001	RAILROAD TRACK (REMOVE AND SALVAGE SHOOFLY TRACK)	TF	3,800	50.00	190,000.00	11.00	41,800.00
110	601001	RAILROAD TRACK [SHOOFLY TRACK]	TF	3,800	130.00	494,000.00	210.00	798,000.00
111	601001	RAILROAD TRACK [FLAGGING]	LS	1	797,500.00	797,500.00	100,000.00	100,000.00
112	000001	ITEM DELETED BY ADDENDUM						
113	000003	ELECTRICAL LINE EXTENSION AND STREET LIGHTING	LS	1	25,000.00	25,000.00	34,000.00	34,000.00
114	290201	ASPHALT TREATED PERMEABLE BASE	CY	925	135.00	124,875.00	130.00	120,250.00
BASE BID SCH. 1 SUBTOTAL						18,309,360.10		15,768,405.30
ITEMS 1 - 114								

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Clay Street / Union Pacific Railroad Grade Separation Project
including Improvements at General Drive and Linares Avenue
In the City of Jurupa Valley

Advertised: September 10, 2013 (Agenda Item: 3-95)
Addenda: 1 (10/8/2013), 2 (10/10/2013)
Bids Open: 2 pm Date: Wednesday, October 16, 2013

PROJECT No. B7-0753, Federal Aid No. PNRSTCIL - 5956(178)

BASE BID SCHEDULE 2		COUNTY'S ESTIMATE				1		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
115	152475	SIGNAL AND LIGHTING (GENERAL DRIVE) (INCLUDING THERMOPLASTIC CROSSWALK AND PAVEMENT MARKINGS AND SIGN) PER PLAN	LS	1	185,000.00	185,000.00	180,000.00	180,000.00
		BASE BID SCH. 2 SUBTOTAL				185,000.00		180,000.00
		PROJECT TOTAL				18,494,360.10		15,948,405.30
		ITEMS 1 - 115						

Riverside County Transportation Department
Summary of Bids

Advertised: September 10, 2013 (Agenda Item: 3-95)
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PROJECT: Clay Street / Union Pacific Railroad Grade Separation Project
including Improvements at General Drive and Linares Avenue
In the City of Jurupa Valley

PROJECT No. B7-0753, Federal Aid No. PNRSTCIL - 5956(178)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2			3		
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	760090	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	LS	1	800,000.00	800,000.00	20,000.00	20,000.00	20,000.00	20,000.00
2	000001	ITEM DELETED BY ADDENDUM	—	—	—	—	—	—	—	—
3	160101	CLEARING AND GRUBBING	LS	1	75,000.00	75,000.00	19,500.00	19,500.00	19,500.00	19,500.00
4	170101	DEVELOP WATER SUPPLY	LS	1	20,000.00	20,000.00	16,700.00	16,700.00	16,700.00	16,700.00
5	000003	REMOVE BUILDING	LS	1	150,000.00	150,000.00	90,000.00	90,000.00	90,000.00	90,000.00
6	066105	RESIDENT ENGINEERS OFFICE	LS	1	50,000.00	50,000.00	46,500.00	46,500.00	46,500.00	46,500.00
7	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	20,000.00	20,000.00	24,700.00	24,700.00	24,700.00	24,700.00
8	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	65,000.00	65,000.00	4,000.00	4,000.00	4,000.00	4,000.00
9	074020	WATER POLLUTION CONTROL	LS	1	30,000.00	30,000.00	54,200.00	54,200.00	54,200.00	54,200.00
10	000003	DEWATERING	LS	1	35,000.00	35,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00
11	019902	COURSE OF CONSTRUCTION INSURANCE	LS	1	52,600.00	52,600.00	61,200.00	61,200.00	61,200.00	61,200.00
12	150608	REMOVE CHAIN LINK FENCE	LF	2,915	7.00	20,405.00	8.00	23,320.00	8.00	23,320.00
13	153215	REMOVE CONCRETE (CURB AND GUTTER)	LF	4,293	4.00	17,172.00	5.30	22,752.90	5.30	22,752.90
14	153140	REMOVE CONCRETE (SIDEWALK)	SY	1,868	4.00	7,472.00	10.50	19,614.00	10.50	19,614.00
15	153248	REMOVE CONCRETE (MISCELLANEOUS)	SF	6,304	1.00	6,304.00	5.30	33,411.20	5.30	33,411.20
16	190101	ROADWAY EXCAVATION	CY	91,340	8.45	771,823.00	9.50	867,730.00	9.50	867,730.00
17	260201	CLASS 2 AGGREGATE BASE	CY	6,400	24.00	153,600.00	47.50	304,000.00	47.50	304,000.00
18	270011	CEMENT TREATED BASE (PLANT MIXED, CLASS A)	CY	6,600	77.00	508,200.00	149.00	983,400.00	149.00	983,400.00
19	390132	HOT MIX ASPHALT (TYPE A)	TON	5,900	66.00	401,200.00	75.50	445,450.00	75.50	445,450.00
20	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) (DRIVEWAY/PARKING LOT)	SQFT	8,003	1.10	8,803.30	1.30	10,403.90	1.30	10,403.90
21	000003	GEOMEMBRANE WATERPROOFING (GEOMEMBRANE)	SQFT	125,690	4.00	502,760.00	5.90	741,571.00	5.90	741,571.00
22	017302	MINOR CONCRETE (GROSS GUTTER) (CRS 209 AND CRS 210)	SQFT	3,769	7.30	27,513.70	8.00	30,152.00	8.00	30,152.00
23	000003	MINOR CONCRETE (TYPE D CURB 6"CF) (CRS 204)	LF	175	16.00	2,800.00	17.50	3,062.50	17.50	3,062.50
24	017309	MINOR CONCRETE (TYPE D CURB 8"CF) (CRS 204)	LF	405	13.00	5,265.00	13.60	5,508.00	13.60	5,508.00
25	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	3,900	12.00	46,800.00	13.10	51,090.00	13.10	51,090.00
26	000003	MINOR CONCRETE (CURB & GUTTER) (8" TO 6" CURB & GUTTER TRANSITION)	LF	61	21.00	1,281.00	23.30	1,421.30	23.30	1,421.30
27	017312	MINOR CONCRETE (COMMERCIAL DRIVEWAY) (CRS 207A)	CY	90	272.00	24,480.00	303.00	27,270.00	303.00	27,270.00
28	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) (MEDIAN)	SQFT	820	4.00	3,280.00	1.30	1,066.00	1.30	1,066.00
29	731521	MINOR CONCRETE (SIDEWALK)	CY	320	250.00	80,000.00	278.00	88,960.00	278.00	88,960.00
30	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A & CT STD. PLAN NO. A88B, CASE CM)	CY	15	395.00	5,925.00	438.00	6,570.00	438.00	6,570.00
31	401050	JOINTED PLAN CONCRETE PAVEMENT (BUS PAD)	CY	32	260.00	8,320.00	286.00	9,216.00	286.00	9,216.00
32	800360	CHAIN LINK FENCE (TYPE CL-6) (& GATE)	LF	264	28.00	7,392.00	43.40	11,457.60	43.40	11,457.60
33	204096	MAINTAIN EXISTING PLANTED AREAS (PRIVATE LANDSCAPING)	LS	1	7,000.00	7,000.00	3,000.00	3,000.00	3,000.00	3,000.00
34	000003	SOIL PREPARATION AND FINE GRADING	SQFT	220,075	0.20	44,015.00	0.10	22,007.50	0.10	22,007.50
35	000003	PLANTING TABLETS	EA	1,806	0.25	451.50	0.70	1,264.20	0.70	1,264.20
36	202006	SOIL AMENDMENT	CY	12	100.00	1,200.00	44.50	534.00	44.50	534.00
37	202011	MULCH	CY	18	80.00	1,440.00	56.00	1,008.00	56.00	1,008.00
38	210430	HYDROSEED (TURF)	SQYD	480	1.20	576.00	4.50	2,160.00	4.50	2,160.00

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ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
39	203056	COMMERCIAL FERTILIZER (PACKETS)	EA	693	2.00	1,386.00	0.70	485.10
40	204023A	FURNISH AND INSTALL 24-INCH SIZE BOX TREE	EA	21	220.00	4,620.00	555.00	11,655.00
41	000003	FURNISH AND INSTALL 5-INCH SIZE PLANT	EA	17	22.00	374.00	28.00	476.00
42	000003	FURNISH AND INSTALL 1-GALON SIZE PLANT	EA	411	8.00	3,288.00	11.00	4,521.00
43	000003	FURNISH AND INSTALL FLATS (64 PLANTS/FLAT)	EA	23	26.00	598.00	39.00	897.00
44	206560	CONTROL AND NEUTRAL CONDUCTORS	LS	1	1,500.00	1,500.00	3,338.00	3,338.00
45	208000	IRRIGATION SYSTEM	LS	1	46,000.00	46,000.00	96,350.00	96,350.00
46	000003	TYPE G1 DRAINAGE INLET, GRATE TYPE 24-12	EA	2	4,350.00	8,700.00	2,766.00	5,532.00
47	000003	TYPE G2 DRAINAGE INLET GRATE TYPE 24-12	EA	1	4,600.00	4,600.00	5,088.00	5,088.00
48	015101	CLASS B CONCRETE COLLAR PER RCFC&WOOD STD. DWG M803	EA	1	1,600.00	1,600.00	753.00	753.00
49	510503	MINOR CONCRETE (STRUCTURE) (BULKHEAD)	EA	1	2,200.00	2,200.00	1,700.00	1,700.00
50	650030	42" REINFORCED CONCRETE PIPE	LF	1,644	655.00	1,076,820.00	540.00	887,760.00
51	650026	36" REINFORCED CONCRETE PIPE	LF	58	176.00	10,208.00	191.00	11,078.00
52	650018	24" REINFORCED CONCRETE PIPE	LF	555	142.00	78,810.00	109.00	60,495.00
53	665010	12" CORRUGATED STEEL PIPE	LF	18	172.00	3,096.00	46.00	828.00
54	703210	12" CORRUGATED STEEL PIPE RISER	LF	21	400.00	8,400.00	37.00	777.00
55	017002	CATCH BASIN (CURB INLET) (CRS 302) (W=7)	EA	1	7,000.00	7,000.00	7,700.00	7,700.00
56	017003	CATCH BASIN (CURB INLET) (CRS 300) (W=21)	EA	1	8,800.00	8,800.00	8,504.00	8,504.00
57	017005	CATCH BASIN (COMBINATION INLET) (CRS 302 - NO. 2) (W=28')	EA	1	17,500.00	17,500.00	17,340.00	17,340.00
58	017005	CATCH BASIN (COMBINATION INLET) (CRS 302 - NO. 2) (W=21')	EA	1	14,200.00	14,200.00	13,520.00	13,520.00
59	017101	MANHOLE (RCFC&WCDS MH251) (NO. 1)	EA	3	5,000.00	15,000.00	4,230.00	12,690.00
60	017103	MANHOLE (RCFC&WCDS MH252) (NO. 2)	EA	3	6,500.00	19,500.00	5,500.00	16,500.00
61	017110	MANHOLE (RCFC&WCDS MH254) (NO. 4)	EA	2	7,300.00	14,600.00	7,000.00	14,000.00
62	017114	TRANSITION STRUCTURE (RCFC&WCDS TS303) (NO. 3)	EA	2	5,300.00	10,600.00	5,200.00	10,400.00
63	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	2	4,900.00	9,800.00	3,400.00	6,800.00
64	681103	3" PLASTIC PIPE (EDGE DRAIN) (SLOTTED)	LF	926	9.00	8,334.00	16.00	14,816.00
65	120100	TRAFFIC CONTROL SYSTEM	LS	1	114,000.00	114,000.00	202,000.00	202,000.00
66	861501	MODIFY SIGNAL AND LIGHTING	LS	1	180,000.00	180,000.00	263,000.00	263,000.00
67	860402	LIGHTING (CITY STREET)	LS	1	35,000.00	35,000.00	207,000.00	207,000.00
68	840600	PAINTED TRAFFIC STRIPE (4")	LF	5,050	1.25	6,312.50	0.66	3,333.00
69	840800	PAINTED TRAFFIC STRIPE (8")	LF	500	1.50	750.00	0.61	305.00
70	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	482	4.25	2,048.50	4.45	2,144.90
71	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	385	2.00	770.00	4.00	1,540.00
72	150742	REMOVE ROADSIDE SIGN	EA	5	100.00	500.00	44.50	222.50
73	152390	RELOCATE ROADSIDE SIGN	EA	6	175.00	1,050.00	195.00	1,170.00
74	566011	ROADSIDE SIGN - ONE POST	EA	13	250.00	3,250.00	311.00	4,043.00
75	560252	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)	EA	2	75.00	150.00	278.00	556.00
76	192020(F)	STRUCTURE EXCAVATION (TYPE D)	CY	1,050	30.00	31,500.00	156.00	163,800.00

**Riverside County Transportation Department
Summary of Bids**

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PROJECT No. B7-0753, Federal Aid No. PNRSTCIL - 5956(178)

BASE BID SCHEDULE 1 (continued)		2		3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
77	192037(F)	STRUCTURE EXCAVATION (RETAINING WALL)	CY	24,600	42.00	1,033,200.00	56.00	1,377,600.00
78	193013(F)	STRUCTURE BACKFILL (RETAINING WALL)	CY	22,750	43.00	978,250.00	25.00	568,750.00
79	193031(F)	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	1,140	23.00	26,220.00	72.00	82,080.00
80	510080(F)	STRUCTURAL CONCRETE, RETAINING WALL	CY	5,650	250.00	1,412,500.00	255.00	1,440,750.00
81	511064(F)	FRACTURED RIB TEXTURE	SQFT	35,270	12.00	423,240.00	13.80	486,726.00
82	520103(F)	BAR REINFORCING STEEL (RETAINING WALL)	LB	902,430	0.87	785,114.10	0.97	875,357.10
83	731517(F)	MINOR CONCRETE (GUTTER)	LF	2,860	14.00	40,040.00	15.00	42,900.00
84	833000	METAL RAILING (PICKET RAILING)	LF	3,470	138.00	478,860.00	274.00	950,780.00
85	192020(F)	STRUCTURE EXCAVATION (TYPE D) [BRIDGE]	CY	1,370	30.00	41,100.00	21.00	28,770.00
86	192003(F)	STRUCTURE EXCAVATION (BRIDGE)	CY	1,830	45.00	82,350.00	62.00	113,460.00
87	193003(F)	STRUCTURE BACKFILL (BRIDGE)	CY	1,540	48.00	73,920.00	61.00	93,940.00
88	510053(F)	STRUCTURAL CONCRETE, BRIDGE	CY	800	800.00	640,000.00	990.00	792,000.00
89	510051(F)	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	590	400.00	236,000.00	188.00	110,920.00
90	511035(F)	ARCHITECTURAL TREATMENT (FORM LINER) [BRIDGE]	SQFT	4,330	9.00	38,970.00	31.30	135,529.00
91	512200(F)	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER [46.8]	EA	13	11,300.00	146,900.00	12,500.00	162,500.00
92	000003(F)	FURNISH PRECAST SACRIFICIAL BEAM (46.7)	EA	2	41,500.00	83,000.00	46,170.00	92,340.00
93	512200(F)	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER [55.9]	EA	13	13,350.00	173,550.00	14,850.00	193,050.00
94	000003(F)	FURNISH PRECAST SACRIFICIAL BEAM (55.9)	EA	2	43,600.00	87,200.00	48,500.00	97,000.00
95	512500(F)	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	26	925.00	24,050.00	1,030.00	26,780.00
96	000003(F)	ERECT SACRIFICIAL BEAM (46.7)	EA	2	1,200.00	2,400.00	1,355.00	2,710.00
97	000003(F)	ERECT SACRIFICIAL BEAM (55.9)	EA	2	1,200.00	2,400.00	1,355.00	2,710.00
98	520102(F)	BAR REINFORCING STEEL (BRIDGE)	LB	280,200	0.85	238,170.00	0.95	266,190.00
99	520120(F)	HEADED BAR REINFORCEMENT	EA	280	15.00	4,200.00	9.50	2,660.00
100	540100(F)	DECK SEAL (WATERPROOFING)	SQFT	6,370	19.00	121,030.00	12.00	76,440.00
101	750501(F)	MISCELLANEOUS METAL (BRIDGE)	LB	25,620	5.00	128,100.00	4.00	102,480.00
102	750505(F)	BRIDGE DECK DRAINAGE SYSTEM	LS	1	73,000.00	73,000.00	60,400.00	60,400.00
103	000003(F)	ELASTOMERIC BEARING PADS	EA	68	925.00	62,900.00	410.00	27,880.00
104	601001	TEMPORARY SHORING (BRIDGE ONLY)	SQFT	4,000	189.00	756,000.00	185.00	740,000.00
105	601001	RAILROAD TRACK (TEMPORARY SHORING) (SHOOFLY)	SQFT	14,000	105.00	1,470,000.00	9.50	133,000.00
106	601001	RAILROAD TRACK (SHOOFLY EXCAVATION)	CY	25,120	12.00	301,440.00	16.00	401,920.00
107	601001	RAILROAD TRACK (SHOOFLY FILL)	CY	5,130	8.00	41,040.00	9.50	48,735.00
108	601001	RAILROAD TRACK (CLASS 2 AGGREGATE BASE) (SHOOFLY AND MAIN TRACK SUBBALLAST)	CY	2,960	24.00	71,040.00	50.70	150,072.00
109	601001	RAILROAD TRACK (REMOVE AND SALVAGE SHOOFLY TRACK)	TF	3,800	10.00	38,000.00	11.30	42,940.00
110	601001	RAILROAD TRACK (SHOOFLY TRACK)	TF	3,800	185.00	703,000.00	203.00	771,400.00
111	601001	RAILROAD TRACK (FLAGGING)	LS	1	338,000.00	338,000.00	400,500.00	400,500.00
112	000001	ITEM DELETED BY ADDENDUM						
113	000003	ELECTRICAL LINE EXTENSION AND STREET LIGHTING	LS	1	50,000.00	50,000.00	8,775.00	8,775.00
114	290201	ASPHALT TREATED PERMEABLE BASE	CY	925	100.00	92,500.00	133.00	123,025.00
BASE BID SCH. 1 SUBTOTAL						17,013,627.60		18,150,386.70
ITEMS 1 - 114								

**Riverside County Transportation Department
Summary of Bids**

Advertised: September 10, 2013 (Agenda Item: 3-95)
 Addenda: 1 (10/8/2013), 2 (10/10/2013)
 Bids Open: 2 pm Date: Wednesday, October 16, 2013

**PROJECT: Clay Street / Union Pacific Railroad Grade Separation Project
 including Improvements at General Drive and Linares Avenue
 In the City of Jurupa Valley**

PROJECT No. B7-0753, Federal Aid No. PNRSTCIL - 5956(178)

BASE BID SCHEDULE 2		2		3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
115	152475	SIGNAL AND LIGHTING (GENERAL DRIVE) (INCLUDING THERMOPLASTIC CROSSWALK AND PAVEMENT MARKINGS AND SIGN) PER PLAN	LS	1	175,000.00	175,000.00	16,140.00	16,140.00
		BASE BID SCH. 2 SUBTOTAL				175,000.00		16,140.00
		ITEM 115						
		PROJECT TOTAL				17,188,627.60		18,166,526.70
		ITEMS 1 - 115						

**KEC Engineering
 Corona, CA 92882**

**Ortiz Enterprises, Inc.
 Irvine, CA 92618**

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Clay Street / Union Pacific Railroad Grade Separation Project
including Improvements at General Drive and Linares Avenue
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**Advertised: September 10, 2013 (Agenda Item: 3-95)
Addenda: 1 (10/8/2013), 2 (10/10/2013)
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PROJECT No. B7-0753, Federal Aid No. PNRSTCIL - 5956(178)

BASE BID SCHEDULE 1		4		Reyes Construction, Inc. Pomona, CA 91766		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	760090	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	LS	1	1,150,000.00	1,150,000.00
2	000001	ITEM DELETED BY ADDENDUM	---	---	---	---
3	160101	CLEARING AND GRUBBING	LS	1	75,000.00	75,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	20,000.00	20,000.00
5	000003	REMOVE BUILDING	LS	1	200,000.00	200,000.00
6	066105	RESIDENT ENGINEERS OFFICE	LS	1	50,000.00	50,000.00
7	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	20,000.00	20,000.00
8	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	10,000.00	10,000.00
9	074020	WATER POLLUTION CONTROL	LS	1	30,000.00	30,000.00
10	000003	DEWATERING	LS	1	537,200.00	537,200.00
11	019902	COURSE OF CONSTRUCTION INSURANCE	LS	1	52,600.00	52,600.00
12	150608	REMOVE CHAIN LINK FENCE	LF	2,915	5.00	14,575.00
13	153215	REMOVE CONCRETE (CURB AND GUTTER)	LF	4,293	5.00	21,465.00
14	153140	REMOVE CONCRETE (SIDEWALK)	SY	1,868	11.00	20,548.00
15	153248	REMOVE CONCRETE (MISCELLANEOUS)	SF	6,304	3.00	18,912.00
16	190101	ROADWAY EXCAVATION	CY	91,340	7.00	639,380.00
17	260201	CLASS 2 AGGREGATE BASE	CY	6,400	69.00	441,600.00
18	270011	CEMENT TREATED BASE (PLANT MIXED, CLASS A)	CY	6,600	130.00	858,000.00
19	390132	HOT MIX ASPHALT (TYPE A)	TON	5,900	78.00	460,200.00
20	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) (DRIVEWAY/PARKING LOT)	SQFT	8,003	5.00	40,015.00
21	000003	GEOMEMBRANE WATERPROOFING (GEOMEMBRANE)	SQFT	125,690	5.00	628,450.00
22	017302	MINOR CONCRETE (CROSS GUTTER) (CRS 209 AND CRS 210)	SQFT	3,769	4.00	15,076.00
23	000003	MINOR CONCRETE (TYPE D CURB 6"CF) (CRS 204)	LF	175	20.00	3,500.00
24	017309	MINOR CONCRETE (TYPE D CURB 8"CF) (CRS 204)	LF	405	19.00	7,695.00
25	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	3,900	24.00	93,600.00
26	000003	MINOR CONCRETE (CURB & GUTTER) (8" TO 6" CURB & GUTTER TRANSITION)	LF	61	26.00	1,586.00
27	017312	MINOR CONCRETE (COMMERCIAL DRIVEWAY) (CRS 207A)	CY	90	345.00	31,050.00
28	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) (MEDIAN)	SQFT	820	8.00	6,560.00
29	731521	MINOR CONCRETE (SIDEWALK)	CY	320	280.00	89,600.00
30	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A & CT STD. PLAN NO. A88B, CASE CM)	CY	15	335.00	5,025.00
31	401050	JOINTED PLAN CONCRETE PAVEMENT (BUS PAD)	CY	32	328.00	10,496.00
32	800360	CHAIN LINK FENCE (TYPE CL-6) (& GATE)	LF	264	51.00	13,464.00
33	204096	MAINTAIN EXISTING PLANTED AREAS (PRIVATE LANDSCAPING)	LS	1	22,500.00	22,500.00
34	000003	SOIL PREPARATION AND FINE GRADING	SQFT	220,075	0.20	44,015.00
35	000003	PLANTING TABLETS	EA	1,806	1.00	1,806.00
36	202006	SOIL AMENDMENT	CY	12	120.00	1,440.00
37	202011	MULCH	CY	18	100.00	1,800.00
38	210430	HYDROSEED (TURF)	SQYD	480	2.00	960.00

**Riverside County Transportation Department
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**PROJECT: Clay Street / Union Pacific Railroad Grade Separation Project
including Improvements at General Drive and Linares Avenue
In the City of Jurupa Valley**

PROJECT No. B7-0753, Federal Aid No. PNRSTCIL - 5956(178)

BASE BID SCHEDULE 1 (continued)		4		Reyes Construction, Inc. Pomona, CA 91766		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
39	203056	COMMERCIAL FERTILIZER (PACKETS)	EA	693	3.00	2,079.00
40	204023A	FURNISH AND INSTALL 24-INCH SIZE BOX TREE	EA	21	560.00	11,760.00
41	000003	FURNISH AND INSTALL 5-INCH SIZE PLANT	EA	17	56.00	952.00
42	000003	FURNISH AND INSTALL 1-GALON SIZE PLANT	EA	411	28.00	11,508.00
43	000003	FURNISH AND INSTALL FLATS (64 PLANTS/FLAT)	EA	23	56.00	1,288.00
44	206560	CONTROL AND NEUTRAL CONDUCTORS	LS	1	11,250.00	11,250.00
45	208000	IRRIGATION SYSTEM	LS	1	50,000.00	50,000.00
46	000003	TYPE G1 DRAINAGE INLET, GRATE TYPE 24-12	EA	2	5,000.00	10,000.00
47	000003	TYPE G2 DRAINAGE INLET, GRATE TYPE 24-12	EA	1	5,190.00	5,190.00
48	015101	CLASS B CONCRETE COLLAR PER RCFC&WCOD STD. DWG M803	EA	1	1,112.00	1,112.00
49	510503	MINOR CONCRETE (STRUCTURE) (BULKHEAD)	EA	1	2,092.00	2,092.00
50	650030	42" REINFORCED CONCRETE PIPE	LF	1,644	705.00	1,159,020.00
51	650026	36" REINFORCED CONCRETE PIPE	LF	58	400.00	23,200.00
52	650018	24" REINFORCED CONCRETE PIPE	LF	555	176.00	97,880.00
53	665010	12" CORRUGATED STEEL PIPE	LF	18	140.00	2,520.00
54	703210	12" CORRUGATED STEEL PIPE RISER	LF	21	162.00	3,402.00
55	017002	CATCH BASIN (CURB INLET) (CRS 302) (W=7')	EA	1	12,400.00	12,400.00
56	017003	CATCH BASIN (CURB INLET) (CRS 300) (W=21')	EA	1	13,200.00	13,200.00
57	017005	CATCH BASIN (COMBINATION INLET) (CRS 302 - NO. 2) [W=28']	EA	1	25,000.00	25,000.00
58	017005	CATCH BASIN (COMBINATION INLET) (CRS 302 - NO. 2) [W=21']	EA	1	19,500.00	19,500.00
59	017101	MANHOLE (RCFC&WCDS MH251) [NO. 1]	EA	3	7,000.00	21,000.00
60	017103	MANHOLE (RCFC&WCDS MH252) [NO. 2]	EA	3	6,800.00	20,400.00
61	017110	MANHOLE (RCFC&WCDS MH254) [NO. 4]	EA	2	6,500.00	13,000.00
62	017114	TRANSITION STRUCTURE (RCFC&WCDS TS303) [NO. 3]	EA	2	4,000.00	8,000.00
63	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	2	5,000.00	10,000.00
64	681103	3" PLASTIC PIPE (EDGE DRAIN) (SLOTTED)	LF	926	13.00	12,038.00
65	120100	TRAFFIC CONTROL SYSTEM	LS	1	270,000.00	270,000.00
66	861501	MODIFY SIGNAL AND LIGHTING	LS	1	220,000.00	220,000.00
67	860402	LIGHTING (CITY STREET)	LS	1	60,000.00	60,000.00
68	840600	PAINTED TRAFFIC STRIPE [4"]	LF	5,050	1.00	5,050.00
69	840600	PAINTED TRAFFIC STRIPE [8"]	LF	500	1.00	500.00
70	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	482	2.00	964.00
71	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	385	7.00	2,695.00
72	150742	REMOVE ROADSIDE SIGN	EA	5	400.00	2,000.00
73	152390	RELOCATE ROADSIDE SIGN	EA	6	300.00	1,800.00
74	566011	ROADSIDE SIGN - ONE POST	EA	13	470.00	6,110.00
75	560252	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)	EA	2	2,800.00	5,600.00
76	192020(F)	STRUCTURE EXCAVATION (TYPE D)	CY	1,050	31.00	32,550.00

**Riverside County Transportation Department
Summary of Bids**

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Including Improvements at General Drive and Linares Avenue
In the City of Jurupa Valley**

PROJECT NO. B7-0753, Federal Aid No. PNRSTCIL - 5956(178)

BASE BID SCHEDULE 1 (continued)		Reyes Construction, Inc. Pomona, CA 91766		4		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
77	192037(F)	STRUCTURE EXCAVATION (RETAINING WALL)	CY	24,600	36.00	885,600.00
78	193013(F)	STRUCTURE BACKFILL (RETAINING WALL)	CY	22,750	34.00	773,500.00
79	193031(F)	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	1,140	100.00	114,000.00
80	510060(F)	STRUCTURAL CONCRETE, RETAINING WALL	CY	5,650	413.00	2,333,450.00
81	511064(F)	FRACTURED RIB TEXTURE	SQFT	35,270	5.00	176,350.00
82	520103(F)	BAR REINFORCING STEEL (RETAINING WALL)	LB	902,430	1.00	902,430.00
83	731517(F)	MINOR CONCRETE (GUTTER)	LF	2,860	24.00	68,640.00
84	833000	METAL RAILING [PICKET RAILING]	LF	3,470	150.00	520,500.00
85	192020(F)	STRUCTURE EXCAVATION (TYPE D) [BRIDGE]	CY	1,370	20.00	27,400.00
86	192003(F)	STRUCTURE EXCAVATION (BRIDGE)	CY	1,830	19.00	34,770.00
87	193003(F)	STRUCTURE BACKFILL (BRIDGE)	CY	1,540	49.00	75,460.00
88	510053(F)	STRUCTURAL CONCRETE, BRIDGE	CY	800	800.00	640,000.00
89	510051(F)	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	590	264.00	155,760.00
90	511035(F)	ARCHITECTURAL TREATMENT (FORM LINER) [BRIDGE]	SQFT	4,330	6.00	25,980.00
91	512200(F)	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER [46.8']	EA	13	15,000.00	195,000.00
92	000003(F)	FURNISH PRECAST SACRIFICIAL BEAM (46.7')	EA	2	50,000.00	100,000.00
93	512200(F)	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER [55.9']	EA	13	17,000.00	221,000.00
94	000003(F)	FURNISH PRECAST SACRIFICIAL BEAM (55.9')	EA	2	50,000.00	100,000.00
95	512500(F)	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	26	2,000.00	52,000.00
96	000003(F)	ERECT SACRIFICIAL BEAM (46.7')	EA	2	2,800.00	5,600.00
97	000003(F)	ERECT SACRIFICIAL BEAM (55.9')	EA	2	2,800.00	5,600.00
98	520102(F)	BAR REINFORCING STEEL (BRIDGE)	LB	280,200	1.00	280,200.00
99	520120(F)	HEADED BAR REINFORCEMENT	EA	280	22.00	6,160.00
100	540100(F)	DECK SEAL (WATERPROOFING)	SQFT	6,370	13.00	82,810.00
101	750501(F)	MISCELLANEOUS METAL (BRIDGE)	LB	25,620	2.00	51,240.00
102	750505(F)	BRIDGE DECK DRAINAGE SYSTEM	LS	1	22,200.00	22,200.00
103	000003(F)	ELASTOMERIC BEARING PADS	EA	68	750.00	51,000.00
104	601001	TEMPORARY SHORING (BRIDGE ONLY)	SQFT	4,000	140.00	560,000.00
105	601001	RAILROAD TRACK [TEMPORARY SHORING] (SHOOFLY)	SQFT	14,000	47.00	658,000.00
106	601001	RAILROAD TRACK [SHOOFLY EXCAVATION]	CY	25,120	18.00	452,160.00
107	601001	RAILROAD TRACK [SHOOFLY FILL]	CY	5,130	14.00	71,820.00
108	601001	RAILROAD TRACK [CLASS 2 AGGREGATE BASE] (SHOOFLY AND MAIN TRACK SUBBALLAST)	CY	2,960	69.00	204,240.00
109	601001	RAILROAD TRACK [REMOVE AND SALVAGE SHOOFLY TRACK]	TF	3,800	11.00	41,800.00
110	601001	RAILROAD TRACK [SHOOFLY TRACK]	TF	3,800	210.00	798,000.00
111	601001	RAILROAD TRACK [FLAGGING]	LS	1	766,482.00	766,482.00
112	000001	ITEM DELETED BY ADDENDUM				
113	000003	ELECTRICAL LINE EXTENSION AND STREET LIGHTING	LS	1	60,000.00	60,000.00
114	290201	ASPHALT TREATED PERMEABLE BASE	CY	925	85.00	78,625.00
BASE BID SCH. 1 SUBTOTAL						19,390,755.00
ITEMS 1 - 114						

**Riverside County Transportation Department
Summary of Bids**

Advertised: September 10, 2013 (Agenda Item: 3-95)
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**PROJECT: Clay Street / Union Pacific Railroad Grade Separation Project
including Improvements at General Drive and Linares Avenue
in the City of Jurupa Valley**

PROJECT No. B7-0753, Federal Aid No. PNRSTCIL - 5956(178)

BASE BID SCHEDULE 2							
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	
115	152475	SIGNAL AND LIGHTING (GENERAL DRIVE) [INCLUDING THERMOPLASTIC CROSSWALK AND PAVEMENT MARKINGS AND SIGN] PER PLAN	LS	1	220,000.00	220,000.00	
		BASE BID SCH. 2 SUBTOTAL				220,000.00	
		ITEM 115					
		PROJECT TOTAL				19,610,755.00	
		ITEMS 1 - 115					

Reyes Construction, Inc.
Pomona, CA 91766

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County of Riverside Contract No. 13-11-006

Contract

Clay Street / Union Pacific Railroad

Grade Separation Project

including Improvements at General Drive and Linares Avenue

in the City of Jurupa Valley

Project No. B7-0753 and C3-0090

Federal Aid No. PNRSTCIL-5956 (178)

THIS CONTRACT, made and concluded, in duplicate as of the date set forth below, between the County of Riverside, party of the first part, and **Ames Construction, Inc.** Contractor, party of the second part.

ARTICLE I:

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, the work described in the Special Provisions and the Project Plans described below, including any addenda No. **1 and 2** issued thereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2010 the Standard Specifications, dated 2010 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown on Plans entitled **Clay Street / Union Pacific Railroad, Grade Separation Project, including Improvements at General Drive and Linares Avenue, in the City of Jurupa Valley, Project No. B7-0753 and C3-0090, Federal Aid No. PNRSTCIL-5956 (178), Sheets 1 through 151 (Grade Separation Project) and Sheets 1 through 3 (For Traffic signal at General Drive)**, Plan number 957-MM, approved **August 8, 2013**, on file with the County Surveyor, which said project plans are hereby made a part of this Contract.

ARTICLE II:

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby

contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III:

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

ARTICLE IV:

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

ARTICLE V:

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

**Clay Street / Union Pacific Railroad
Grade Separation Project
including Improvements at General Drive and Linares Avenue
in the City of Jurupa Valley
Project No. B7-0753 and C3-0090
Federal Aid No. PNRSTCIL-5956 (178)
Contract**

BASE BID SCHEDULE 1

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	760090	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	LS	1	100,000.00	100,000.00
2	000001	ITEM DELETED BY ADDENDUM	---	-----	-----	-----
3	160101	CLEARING AND GRUBBING	LS	1	75,000.00	75,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	20,000.00	20,000.00
5	000003	REMOVE BUILDING	LS	1	200,000.00	200,000.00
6	066105	RESIDENT ENGINEERS OFFICE	LS	1	30,000.00	30,000.00
7	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	15,000.00	15,000.00
8	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	3,500.00	3,500.00
9	074020	WATER POLLUTION CONTROL	LS	1	30,000.00	30,000.00
10	000003	DEWATERING	LS	1	100,000.00	100,000.00
11	019902	COURSE OF CONSTRUCTION INSURANCE	LS	1	40,000.00	40,000.00
12	150608	REMOVE CHAIN LINK FENCE	LF	2,915	6.00	17,490.00
13	153215	REMOVE CONCRETE (CURB AND GUTTER)	LF	4,293	3.00	12,879.00
14	153140	REMOVE CONCRETE (SIDEWALK)	SY	1,868	6.00	11,208.00
15	153248	REMOVE CONCRETE (MISCELLANEOUS)	SF	6,304	2.00	12,608.00
16	190101	ROADWAY EXCAVATION	CY	91,340	7.00	639,380.00
17	260201	CLASS 2 AGGREGATE BASE	CY	6,400	37.00	236,800.00
18	270011	CEMENT TREATED BASE (PLANT MIXED, CLASS A)	CY	6,600	70.00	462,000.00
19	390132	HOT MIX ASPHALT (TYPE A)	TON	5,900	70.00	413,000.00
20	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [DRIVEWAY/PARKING LOT]	SQFT	8,003	4.00	32,012.00
21	000003	GEOMEMBRANE WATERPROOFING [GEOMEMBRANE]	SQFT	125,690	4.00	502,760.00
22	017302	MINOR CONCRETE (CROSS GUTTER) (CRS 209 AND CRS 210)	SQFT	3,769	12.00	45,228.00
23	000003	MINOR CONCRETE (TYPE D CURB 6"CF) (CRS 204)	LF	175	50.00	8,750.00

Contract (continued)

BASE BID SCHEDULE 1 (continued)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
24	017309	MINOR CONCRETE (TYPE D CURB 8"CF) (CRS 204)	LF	405	45.00	18,225.00
25	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	3,900	25.00	97,500.00
26	000003	MINOR CONCRETE (CURB & GUTTER) [8" TO 6" CURB & GUTTER TRANSITION]	LF	61	50.00	3,050.00
27	017312	MINOR CONCRETE (COMMERCIAL DRIVEWAY) (CRS 207A)	CY	90	475.00	42,750.00
28	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [MEDIAN]	SQFT	820	5.00	4,100.00
29	731521	MINOR CONCRETE (SIDEWALK)	CY	320	425.00	136,000.00
30	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A & CT STD. PLAN NO. A88B, CASE CM)	CY	15	750.00	11,250.00
31	401050	JOINTED PLAN CONCRETE PAVEMENT [BUS PAD]	CY	32	575.00	18,400.00
32	800360	CHAIN LINK FENCE (TYPE CL-6) (& GATE)	LF	264	40.00	10,560.00
33	204096	MAINTAIN EXISTING PLANTED AREAS [PRIVATE LANDSCAPING]	LS	1	10,000.00	10,000.00
34	000003	SOIL PREPARATION AND FINE GRADING	SQFT	220,075	0.20	44,015.00
35	000003	PLANTING TABLETS	EA	1,806	0.30	541.80
36	202006	SOIL AMENDMENT	CY	12	110.00	1,320.00
37	202011	MULCH	CY	18	50.00	900.00
38	210430	HYDROSEED (TURF)	SQYD	480	10.00	4,800.00
39	203056	COMMERCIAL FERTILIZER (PACKETS)	EA	693	1.00	693.00
40	204023A	FURNISH AND INSTALL 24-INCH SIZE BOX TREE	EA	21	250.00	5,250.00
41	000003	FURNISH AND INSTALL 5-INCH SIZE PLANT	EA	17	20.00	340.00
42	000003	FURNISH AND INSTALL 1-GALON SIZE PLANT	EA	411	20.00	8,220.00
43	000003	FURNISH AND INSTALL FLATS (64 PLANTS/FLAT)	EA	23	20.00	460.00
44	206560	CONTROL AND NEUTRAL CONDUCTORS	LS	1	2,500.00	2,500.00
45	208000	IRRIGATION SYSTEM	LS	1	60,000.00	60,000.00
46	000003	TYPE G1 DRAINAGE INLET, GRATE TYPE 24-12	EA	2	4,000.00	8,000.00
47	000003	TYPE G2 DRAINAGE INLET GRATE TYPE 24-12	EA	1	4,200.00	4,200.00
48	015101	CLASS B CONCRETE COLLAR PER RCFC&WQCD STD. DWG M803	EA	1	1,000.00	1,000.00
49	510503	MINOR CONCRETE (STRUCTURE) (BULKHEAD)	EA	1	2,500.00	2,500.00
50	650030	42" REINFORCED CONCRETE PIPE	LF	1,644	195.00	320,580.00
51	650026	36" REINFORCED CONCRETE PIPE	LF	58	185.00	10,730.00
52	650018	24" REINFORCED CONCRETE PIPE	LF	555	80.00	44,400.00

Contract (continued)

BASE BID SCHEDULE 1 (continued)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
53	665010	12" CORRUGATED STEEL PIPE	LF	18	110.00	1,980.00
54	703210	12" CORRUGATED STEEL PIPE RISER	LF	21	150.00	3,150.00
55	017002	CATCH BASIN (CURB INLET) (CRS 302) (W=7')	EA	1	8,500.00	8,500.00
56	017003	CATCH BASIN (CURB INLET) (CRS 300) (W=21')	EA	1	25,000.00	25,000.00
57	017005	CATCH BASIN (COMBINATION INLET) (CRS 302 - NO. 2) [W=28']	EA	1	17,000.00	17,000.00
58	017005	CATCH BASIN (COMBINATION INLET) (CRS 302 - NO. 2) [W=21']	EA	1	25,000.00	25,000.00
59	017101	MANHOLE (RCFC&WCDS MH251) [NO. 1]	EA	3	6,999.00	20,997.00
60	017103	MANHOLE (RCFC&WCDS MH252) [NO. 2]	EA	3	8,000.00	24,000.00
61	017110	MANHOLE (RCFC&WCDS MH254) [NO. 4]	EA	2	10,000.00	20,000.00
62	017114	TRANSITION STRUCTURE (RCFC&WCDS TS303) [NO. 3]	EA	2	4,500.00	9,000.00
63	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	2	4,000.00	8,000.00
64	681103	3" PLASTIC PIPE (EDGE DRAIN) (SLOTTED)	LF	926	15.00	13,890.00
65	120100	TRAFFIC CONTROL SYSTEM	LS	1	125,000.00	125,000.00
66	861501	MODIFY SIGNAL AND LIGHTING	LS	1	180,000.00	180,000.00
67	860402	LIGHTING (CITY STREET)	LS	1	125,000.00	125,000.00
68	840600	PAINTED TRAFFIC STRIPE [4"]	LF	5,050	0.60	3,030.00
69	840600	PAINTED TRAFFIC STRIPE [8"]	LF	500	0.60	300.00
70	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	482	4.00	1,928.00
71	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	385	3.50	1,347.50
72	150742	REMOVE ROADSIDE SIGN	EA	5	40.00	200.00
73	152390	RELOCATE ROADSIDE SIGN	EA	6	200.00	1,200.00
74	566011	ROADSIDE SIGN - ONE POST	EA	13	300.00	3,900.00
75	560252	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)	EA	2	2,000.00	4,000.00
76	192020(F)	STRUCTURE EXCAVATION (TYPE D)	CY	1,050	25.00	26,250.00
77	192037(F)	STRUCTURE EXCAVATION (RETAINING WALL)	CY	24,600	65.00	1,599,000.00
78	193013(F)	STRUCTURE BACKFILL (RETAINING WALL)	CY	22,750	18.00	409,500.00
79	193031(F)	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	1,140	30.00	34,200.00
80	510060(F)	STRUCTURAL CONCRETE, RETAINING WALL	CY	5,650	494.00	2,791,100.00
81	511064(F)	FRACTURED RIB TEXTURE	SQFT	35,270	10.00	352,700.00

Contract (continued)

BASE BID SCHEDULE 1 (continued)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
82	520103(F)	BAR REINFORCING STEEL (RETAINING WALL)	LB	902,430	1.10	992,673.00
83	731517(F)	MINOR CONCRETE (GUTTER)	LF	2,860	23.00	65,780.00
84	833000	METAL RAILING [PICKET RAILING]	LF	3,470	150.00	520,500.00
85	192020(F)	STRUCTURE EXCAVATION (TYPE D) [BRIDGE]	CY	1,370	25.00	34,250.00
86	192003(F)	STRUCTURE EXCAVATION (BRIDGE)	CY	1,830	75.00	137,250.00
87	193003(F)	STRUCTURE BACKFILL (BRIDGE)	CY	1,540	45.00	69,300.00
88	510053(F)	STRUCTURAL CONCRETE, BRIDGE	CY	800	950.00	760,000.00
89	510051(F)	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	590	450.00	265,500.00
90	511035(F)	ARCHITECTURAL TREATMENT (FORM LINER) [BRIDGE]	SQFT	4,330	25.00	108,250.00
91	512200(F)	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER [46.8']	EA	13	13,000.00	169,000.00
92	000003(F)	FURNISH PRECAST SACRIFICIAL BEAM (46.7')	EA	2	50,000.00	100,000.00
93	512200(F)	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER [55.9']	EA	13	15,000.00	195,000.00
94	000003(F)	FURNISH PRECAST SACRIFICIAL BEAM (55.9')	EA	2	55,000.00	110,000.00
95	512500(F)	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	26	1,000.00	26,000.00
96	000003(F)	ERECT SACRIFICIAL BEAM (46.7')	EA	2	1,300.00	2,600.00
97	000003(F)	ERECT SACRIFICIAL BEAM (55.9')	EA	2	1,300.00	2,600.00
98	520102(F)	BAR REINFORCING STEEL (BRIDGE)	LB	280,200	1.00	280,200.00
99	520120(F)	HEADED BAR REINFORCEMENT	EA	280	50.00	14,000.00
100	540100(F)	DECK SEAL (WATERPROOFING)	SQFT	6,370	10.00	63,700.00
101	750501(F)	MISCELLANEOUS METAL (BRIDGE)	LB	25,620	5.00	128,100.00
102	750505(F)	BRIDGE DECK DRAINAGE SYSTEM	LS	1	20,000.00	20,000.00
103	000003(F)	ELASTOMERIC BEARING PADS	EA	68	900.00	61,200.00
104	601001	TEMPORARY SHORING (BRIDGE ONLY)	SQFT	4,000	60.00	240,000.00
105	601001	RAILROAD TRACK [TEMPORARY SHORING] (SHOOFLY)	SQFT	14,000	10.00	140,000.00
106	601001	RAILROAD TRACK [SHOOFLY EXCAVATION]	CY	25,120	12.00	301,440.00
107	601001	RAILROAD TRACK [SHOOFLY FILL]	CY	5,130	10.00	51,300.00
108	601001	RAILROAD TRACK [CLASS 2 AGGREGATE BASE] (SHOOFLY AND MAIN TRACK SUBBALLAST)	CY	2,960	34.00	100,640.00
109	601001	RAILROAD TRACK [REMOVE AND SALVAGE SHOOFLY TRACK]	TF	3,800	11.00	41,800.00
110	601001	RAILROAD TRACK [SHOOFLY TRACK]	TF	3,800	210.00	798,000.00

Contract (continued)

BASE BID SCHEDULE 1 (continued)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
111	601001	RAILROAD TRACK [FLAGGING]	LS	1	100,000.00	100,000.00
112	000001	ITEM DELETED BY ADDENDUM	---	---	---	---
113	000003	ELECTRICAL LINE EXTENSION AND STREET LIGHTING	LS	1	34,000.00	34,000.00
114	290201	ASPHALT TREATED PERMEABLE BASE	CY	925	130.00	120,250.00

BASE BID SCH. 1

SUB-TOTAL: Fifteen million, seven hundred sixty eight thousand, four hundred five dollars and thirty cents **\$15,768,405.30**

ITEMS 1-114 "WORDS"

BASE BID SCHEDULE 2

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
115	152475	SIGNAL AND LIGHTING (GENERAL DRIVE) [INCLUDING THERMOPLASTIC CROSSWALK AND PAVEMENT MARKINGS AND SIGN] PER PLAN	LS	1	180,000.00	180,000.00

BASE BID SCH. 2

SUB-TOTAL: One hundred eighty thousand dollars and zero cents **\$ 180,000.00**

ITEM 115 "WORDS"

PROJECT

TOTAL Fifteen million, nine hundred forty eight thousand, four hundred five dollars and thirty cents **\$15,948,405.30**

ITEMS 1-115 "WORDS"

Clay Street / Union Pacific Railroad
Grade Separation Project
including Improvements at General Drive and Linares Avenue
in the City of Jurupa Valley

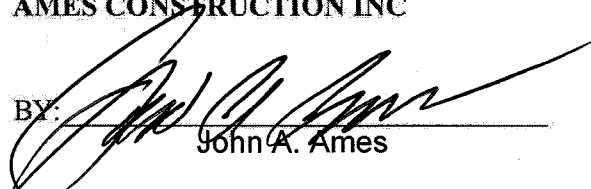
Project No. B7-0753 and C3-0090
Federal Aid No. PNRSTCIL-5956 (178)

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

COUNTY OF RIVERSIDE

AMES CONSTRUCTION INC

BY: _____
Chairman, Board of Supervisors

BY: 
John A. Ames

DATED: _____

TITLE: Senior Vice President
(If Corporation, affix Seal)

ATTEST:
Kecia Harper-Ihem, Clerk of the Board

ATTEST: 
Gerard F. Miller

BY: _____
Deputy

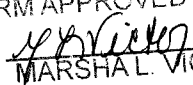
TITLE: Vice President

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

License No. 490481

Federal Employer Identification Number:

41-0871375

FORM APPROVED COUNTY COUNSEL
BY:  MARSHAL VICTOR
DATE: 11/26/13

BY _____
"County"

"Corporation"
(Seal)

**WRITTEN ACTION OF THE
BOARD OF DIRECTORS OF
AMES CONSTRUCTION, INC.**

The undersigned, constituting all the members of the Board of Directors of Ames Construction, Inc., a Minnesota corporation (the "Company"), acting pursuant to Minnesota law and the bylaws of the Company, hereby adopt the following resolutions as set forth below with the same force and effect as if said resolution were duly adopted at a meeting of the Board of Directors held for that purpose:

EXECUTION OF BIDS, PROPOSALS AND CONSTRUCTION CONTRACTS

WHEREAS, the Company has been, and will continue to submit bids and proposals, execute contracts and perform contracting work through its regional offices; and

WHEREAS, Owners of projects the Company is pursuing require that bids, proposals and contract documents be signed by an officer of the Company or an agent authorized by the Company to bind the Company; and

WHEREAS, it is desirable, necessary, and in the best interest of the Company to grant authority to regional representatives of the Company to execute and deliver bids, proposals and contract documents; therefore it is:

RESOLVED, that after providing the President of the Company with details of the particular bid, proposal or contract documents to be signed, and after receiving approval to proceed, the following individuals shall be authorized to execute and deliver bids, proposals, contracts, and other documents related thereto, and to do all things otherwise legal, necessary and proper to carry out their terms on behalf of the Company:

Southwestern Region

John A. Ames, Senior Vice President

Gerard F. Miller, Regional Vice President of Engineering

Western Region

Mark R. Brennan, Senior Vice President

John R. Tripi, Jr., Regional Vice President of Engineering

Midwest Region

Ronald L. Ames, Senior Vice President

Emil J. Trebesch, Regional Vice President of Engineering

Rocky Mountain Region

Tony R. Ames, Regional Vice President

Robert P. Gillis, Regional Vice President of Engineering

Thomas B. Flick, Regional Vice President of Design-Build

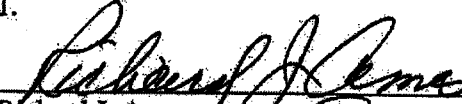
AND

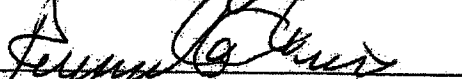
RESOLVED, that either the President or the Chairman of the Board of Directors of the Company may, when he determines it to be necessary and in the best interests of the Company, authorize any other responsible employee of the Company to execute and deliver bids, proposals and other documents related thereto. Such authorization shall be in writing.

AND

RESOLVED, that the resolutions in this Written Action shall supersede prior resolutions on the same subject to the extent inconsistent with this Written Action.

IN WITNESS WHEREOF, the undersigned have executed this Written Action to become effective the 25th day of August, 2011.


Richard J. Ames


Raymond G. Ames

**CONSTITUTING THE ENTIRE
BOARD OF DIRECTORS**

Performance Bond

Recitals:

1. **Ames Construction, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Clay Street / Union Pacific Railroad, Grade Separation Project, including Improvements at General Drive and Linares Avenue, in the City of Jurupa Valley, Project No. B7-0753 and C3-0090, Federal Aid No. PNRSTCIL-5956 (178).**
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 **\$15,948,405.30 (Fifteen million, nine hundred forty eight thousand, four hundred five dollars and thirty cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are Ames Construction, 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 **\$15,948,405.30 (Fifteen million, nine hundred forty eight thousand, four hundred five dollars and thirty 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 **Clay Street / Union Pacific Railroad, Grade Separation Project, including Improvements at General Drive and Linares Avenue, in the City of Jurupa Valley, Project No. B7-0753 and C3-0090, Federal Aid No. PNRSTCIL-5956 (178).**

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 _____

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.: 105994733

Recitals:

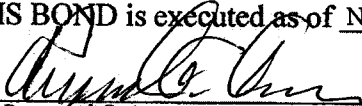
- 1. **Ames Construction, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Clay Street / Union Pacific Railroad, Grade Separation Project, including Improvements at General Drive and Linares Avenue, in the City of Jurupa Valley, Project No. B7-0753 and C3-0090, Federal Aid No. PNRSTCIL-5956 (178).**
- 2. Travelers Casualty and Surety Company of America, a Connecticut corporation (Surety), is the Surety under this Bond.

Agreement:

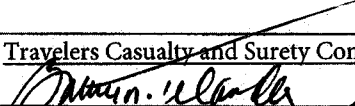
We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

- 1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$15,948,405.30 (Fifteen million, nine hundred forty eight thousand, four hundred five dollars and thirty cents)** and inures to the benefit of County.
- 2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
- 3. This obligation is binding on our successors and assigns.
- 4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of November 18, 2013

By 
Raymond G. Ames

Travelers Casualty and Surety Company of America

By 

By _____

Type Name Bruce N. Telander

Its Attorney in Fact
"Surety"

Title President

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

ACKNOWLEDGMENT OF CORPORATION

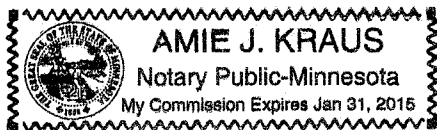
State of MINNESOTA)
) ss. On this 18 day of November 2013
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the President of
AMES CONSTRUCTION, INC., a corporation, that the seal
affixed to the foregoing instrument is the corporate seal of said
corporation,

(If no seal, so state, and strike out above as to corporate seal)

and that said instrument was executed in behalf of said corporation by
authority of its Board of Directors; and that said Raymond G. Ames
acknowledged said instrument to be the free act and deed of said
corporation.

Amie J. Kraus

Notary Public
My commission expires _____

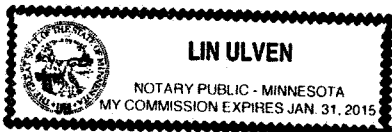


ACKNOWLEDGMENT OF CORPORATE SURETY

State of MINNESOTA)
) ss. On this 18th day of November 2013
County of HENNEPIN) before me appeared Bruce N. Telander
to me personally known, who, being by me duly sworn, did say that he
is the Attorney-in-Fact
of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
a corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument was executed
in behalf of said corporation by authority of its Board of Directors; and
that said Bruce N. Telander acknowledged said instrument to be
the free act and deed of said corporation.

Lin Ulven

Notary Public Ramsey County, MN
My commission expires 01/31/2015





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226318

Certificate No. 005648366

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bruce N. Telander, Donald R. Olson, John E. Tauer, Linda K. French, R. W. Frank, Craig Remick, Rachel Thomas, Nicole Nelson, Joshua R. Loftis, Brian J. Oestreich, Sandra M. Doze, Jerome T. Ouimet, Christine M. Hansen, D.R. Dougherty, Jack Cedarleaf II, Kurt C. Lundblad, Pamela T. Curran, and Melinda C. Blodgett

of the City of Minneapolis, State of Minnesota, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of September, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 20th day of September, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

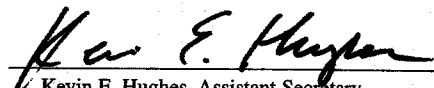
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 18th day of November, 20 13.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Travelers Casualty and Surety Company of America

of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,
Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 1st day of July, 1997, I have hereunto set my hand and caused my official seal to be affixed this 16th day of June, 1997.*

Fee \$92.00

Chuck Quackenbush
Insurance Commissioner

Rec. No.

Filed 5/28/97

By

Victoria S. Sidbury
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 31st day of December, 2007.*

Steve Poizner
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea

Payment Bond

Bond No.: 105994733

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

The makers of this Bond are Ames Construction, Inc. as Principal and Original Contractor and Travelers Casualty and Surety Company of America, 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 \$15,948,405.30 (Fifteen million, nine hundred forty eight thousand, four hundred five dollars and thirty 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 Clay Street / Union Pacific Railroad, Grade Separation Project, including Improvements at General Drive and Linares Avenue, in the City of Jurupa Valley, Project No. B7-0753 and C3-0090, Federal Aid No. PNRSTCIL-5956 (178).

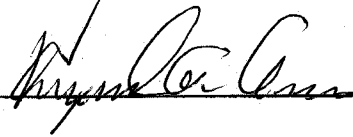
The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or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

Dated: November 18, 2013

Ames Construction, Inc.

Original Contractor – Principal

Travelers Casualty and Surety Company of America
Surety

By 

By 
Bruce N. Telander

Title Raymond G. Ames President

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF MINNESOTA
COUNTY OF HENNEPIN

}

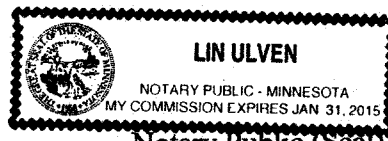
ss. SURETY'S ACKNOWLEDGEMENT

On November 18, 2013 before me, Lin Ulven personally appeared, Bruce N. Telander, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public



Notary Public (Seal)

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

ACKNOWLEDGMENT OF CORPORATION

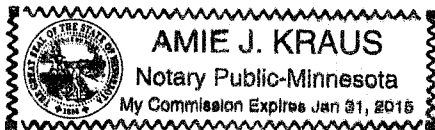
State of MINNESOTA)
) ss. On this 10 day of November 2013
County of HENNEPIN) before me appeared Raymond G. Ames
to me personally known, who, being by me duly sworn, did say that he
is the President of
AMES CONSTRUCTION, INC., a corporation, that the seal
affixed to the foregoing instrument is the corporate seal of said
corporation,

(If no seal, so state, and strike out above as to corporate seal)

and that said instrument was executed in behalf of said corporation by
authority of its Board of Directors; and that said Raymond G. Ames
acknowledged said instrument to be the free act and deed of said
corporation.

Amie J. Kraus

Notary Public _____
My commission expires _____





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226318

Certificate No. 005648367

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bruce N. Telander, Donald R. Olson, John E. Tauer, Linda K. French, R. W. Frank, Craig Remick, Rachel Thomas, Nicole Nelson, Joshua R. Loftis, Brian J. Oestreich, Sandra M. Doze, Jerome T. Ouimet, Christine M. Hansen, D.R. Dougherty, Jack Cedarleaf II, Kurt C. Lundblad, Pamela T. Curran, and Melinda C. Blodgett

of the City of Minneapolis, State of Minnesota, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of September, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 20th day of September, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 18th day of November, 20 13.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Travelers Casualty and Surety Company of America

of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,
Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st day of July, 1997, I have hereunto set my hand and caused my official seal to be affixed this 16th day of June, 1997.

Fee \$92.00

Chuck Quackenbush
Insurance Commissioner

Rec. No.

Filed 5/28/97

By

Victoria S. Sidbury
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 31st day of December, 2007.

Steve Poizner
Insurance Commissioner

By Pauline D'Andrea
Pauline D'Andrea



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information

Financial Statements PDF's

- Annual Statements
- Quarterly Statements

Company Complaint

- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info

- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
ONE TOWER SQUARE
HARTFORD, CT 06183

Old Company Names	Effective Date
AETNA CASUALTY & SURETY COMPANY OF AMERICA	07/01/1997

Agent For Service

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

Reference Information

NAIC #:	31194
California Company ID #:	2444-8
Date Authorized in California:	07/31/1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

back to top

NAIC Group List

NAIC Group #: 3548 Travelers Grp

Lines Of Business

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

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

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DESCRIPTIONS (Continued from Page 1)

ADDITIONAL INSURED ONLY IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EXCESS LIABILITY APPLIES ON A PRIMARY BASIS AND THE INSURANCE OF THE ADDITIONAL INSURED SHALL BE NON-CONTRIBUTORY (PER FORMS ATTACHED):

**COUNTY OF RIVERSIDE, ITS AGENCIES, SPECIAL DISTRICTS AND DEPARTMENTS, THEIR RESPECTIVE DIRECTOR, OFFICERS, BOARD OF SUPERVISORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES
THE CITY OF JURUPA VALLEY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES
JURUPA COMMUNITY SERVICES DISTRICT, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES**

SOUTHERN CALIFORNIA EDISON (SCE), ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES

UNION PACIFIC RAILROAD COMPANY, ITS OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES

WAIVER OF SUBROGATION ONLY IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO WORKERS COMPENSATION APPLIES IN FAVOR OF (PER FORM ATTACHED):

**COUNTY OF RIVERSIDE, ITS AGENCIES, SPECIAL DISTRICTS AND DEPARTMENTS, THEIR RESPECTIVE DIRECTOR, OFFICERS, BOARD OF SUPERVISORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES
THE CITY OF JURUPA VALLEY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES
JURUPA COMMUNITY SERVICES DISTRICT, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES**

SOUTHERN CALIFORNIA EDISON (SCE), ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES

UNION PACIFIC RAILROAD COMPANY, ITS OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES

The following supersedes the cancellation wording:

Should any of the above described policies be cancelled or materially changed before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
5. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

VTC2HC07408B632

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION 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.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

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

Throughout this insurance the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS**.

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.

1. INSURING AGREEMENT.

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "applicable underlying limit" which the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies.

This insurance applies to "bodily injury" or "property damage" only if:

- (i) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
- (ii) The "bodily injury" or "property damage" occurs during the policy period;
- (iii) Prior to the policy period, no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no employee authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized employee knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

This insurance applies to "personal injury" or "advertising injury" caused by an "offense" committed during the policy period, anywhere in the world.

- b. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.
- d. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

The following provisions apply only with respect to Parts 1.a.(i), (ii) and (iii) above:

1. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section II – Who Is An Insured** or any employee authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
2. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any employee authorized by you to give or receive notice of an "occurrence" or claim:
 - (a) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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- (b) Receives a written or verbal demand or claim for damages because of "bodily injury" or "property damage"; or
- (c) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. DEFENSE OF CLAIMS OR SUITS.

- a. We will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If we elect to join in the defense of such claims or "suits", we will pay all expenses we incur.
- b. We will have the right and duty to defend any "suit" for damages which are payable under Coverages A or B (including damages wholly or partly within the "retained limit") but which are not payable by a policy of "underlying insurance", or any other available insurance, because:
 - (1) Such damages are not covered; or
 - (2) The "underlying insurance" has been exhausted by the payment of claims.
- c. We may investigate and settle any claim or "suit" in b. above at our discretion.
- d. Our right and duty in b. above end when we have used up the "applicable limit of insurance" in the payment of judgments or settlements.
- e. We will pay, with respect to any claim or "suit" we defend in b. above:
 - (1) All expenses we incur.
 - (2) The cost of appeal bonds and bonds to release attachments, but only for bond amounts within the "applicable limit of insurance". We do not have to furnish these bonds.
 - (3) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - (4) All costs taxed against the insured in the "suit".
 - (5) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have:
 - (a) paid, or offered to pay; or

- (b) deposited in court:

the part of the judgment that is within the "applicable limit of insurance".

- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the "applicable limit of insurance", we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

In any jurisdiction outside the United States of America (including its territories and possessions), Puerto Rico or Canada where we may be prevented by law or some other factor beyond our control from carrying out the agreements under 1. **INSURING AGREEMENT** or 2. **DEFENSE OF CLAIMS OR SUITS** above:

- a. You must arrange to investigate, defend or settle any claim or "suit".
- b. You will not make any settlement without our consent.
- c. We will pay expenses incurred with our consent.

3. EXCLUSIONS.

This insurance does not apply to:

a. Expected or Intended Injury

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

b. "Advertising Injury" "Offenses"

(1) Breach of Contract

"Advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in the course of advertising your goods, products or services.

(2) Quality Or Performance Of Goods -- Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

(3) Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in the course of advertising your products, goods or services.

c. Employment-Related Practices

"Bodily injury" or "personal injury" to:

1. A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

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

d. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured assumed liability under a contract or agreement. This exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

e. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unem-

ployment compensation law or any similar law.

f. Pollution

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants", or any loss, cost, expense or damages resulting therefrom, but this exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

g. Watercraft Or Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, including loading or unloading, or entrustment to others of any watercraft or any aircraft.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) Liability assumed under any contract or agreement for the ownership, maintenance or use of a watercraft;
- (3) A watercraft over 50 feet in length which is chartered with crew by or on behalf of any insured;
- (4) A watercraft less than 50 feet long which you own; or
- (5) A watercraft less than 50 feet long which you do not own and is not being used to carry persons or property for a charge.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance,

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use or entrustment to others of any watercraft or any aircraft that is owned or operated by or rented or loaned to any insured.

h. "Personal Injury" Or "Advertising Injury" "Offenses"

(1) Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

(2) Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period. All "personal injury" or "advertising injury" arising out of publication of the same or similar material subsequent to the beginning of the policy period is also excluded.

(4) Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

"Personal injury" or "advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of

"underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

(6) Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

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

However, this exclusion does not apply to Paragraphs a., b. and c. of the "personal injury" definition in **SECTION V – DEFINITIONS**.

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

(7) Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(8) Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

i. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

j. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

k. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

l. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

m. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "impaired property";

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

n. Uninsured Motorists, Underinsured Motorists, "Auto" No-Fault, Medical Expenses Benefits and Income Loss Benefits

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- (1) Uninsured Motorists;
- (2) Underinsured Motorists;
- (3) "Auto" No-Fault Laws or other first party personal injury laws; or
- (4) Medical Expense Benefits and Income Loss Benefits Laws of any applicable state or jurisdiction.

o. Liquor Legal Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to "bodily injury" or "property damage" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

SECTION II – WHO IS AN INSURED.

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. As respects the "auto hazard":
 - (1) Anyone using an "auto" you own, hire or borrow including any person or organization legally responsible for such use provided it is with your permission; and
 - (2) Any of your executive officers, directors, partners, employees or stockholders, operating an "auto" you do not own, hire or borrow while it is being used in your business.
 - b. None of the following is an insured under (1) or (2) above:
 - (a) Any person employed by or engaged in the duties of an auto sales agency, repair shop, service station, storage garage or public parking place that you do not operate;
 - (b) The owner or lessee of any "auto" hired by or for you or loaned to you, and any agent or employee of such owner or lessee.
 - b. Except as respects the "auto hazard":
 - (1) Your executive officers, employees, directors or stockholders while acting within the scope of their duties; and
 - (2) Any person or organization while acting as real estate manager for you.
 - c. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured. However, coverage does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (2) "Personal injury" or "advertising injury" arising out of an "offense" committed before you acquired or formed the organization.
 - d. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
 - f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance for whom you have agreed in a written contract executed prior to loss to provide insurance. This insurance is subject to all

the limitations upon coverage under such policy of "underlying insurance", and, the limits of insurance afforded to such person or organization will be:

- (i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or
- (ii) The limits of insurance of this policy whichever is less.

If the minimum limits of insurance you agreed to provide such person or organization in a written contract are wholly within the "underlying insurance", this policy shall not apply.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

No person is an insured as respects "bodily injury" to a fellow employee unless insurance for such liability is afforded by the "underlying insurance".

SECTION III – LIMITS OF INSURANCE.

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard".
3. The General Aggregate Limit is the most we will pay for damages under Coverage A and Coverage B, except:
 - a. Damages because of injury and damage included in the "products-completed operations hazard"; and
 - b. Damages because of injury and damage included in the "auto hazard".
4. Subject to 3. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

Non cumulation of Personal and Advertising Injury Limit – If "personal injury" and/or "advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal injury" and/or "advertising injury".

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of damages under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".

Non cumulation of Each Occurrence Limit – If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".

To determine the limit of our liability, all "bodily injury" and "property damage" arising out of continuous or repeated exposure to the same general conditions shall be considered one "occurrence".

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period.

SECTION IV – CONDITIONS.

1. **APPEALS.**
 - a. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit", we may do so.
 - b. If we do, we will pay all costs of the appeal. We will also pay all costs on appeals related

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to the defense of the insured as provided in **SECTION 1, 2. DEFENSE OF CLAIMS OR SUITS**. These sums are in addition to the "applicable limit of insurance". In no event shall our liability for "ultimate net loss" exceed the "applicable limit of insurance".

2. BANKRUPTCY.

- a. Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations under this insurance.
- b. Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this insurance.

However, this insurance will not replace the "underlying insurance" in event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. CANCELLATION.

- a. You may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this insurance by mailing or delivering to you written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to your last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this insurance is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund will be pro rata less 10% of the pro rata unearned premium. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. CHANGES.

This contract contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of

this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this insurance.

5. DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE, CLAIM OR SUIT.

- a. You must see to it that we are notified promptly of an "occurrence" or an "offense" which may result in a claim under this insurance. Notice should include:
 - (1) How, when and where the "occurrence" or "offense" took place; and
 - (2) The names and addresses of any injured persons and witnesses.
- b. If a claim is made or "suit" is brought against any insured which may result in a claim against this insurance, you must see to it that we receive prompt written notice of the claim or "suit".
- c. The insured must:
 - (1) Cooperate with the "underlying insurers";
 - (2) Comply with the terms of the "underlying insurance"; and
 - (3) Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of "bodily injury", "property damage", "personal injury" or "advertising injury" with respect to which insurance is provided under this or any policy of "underlying insurance".
- d. When we believe that a claim may exceed the "underlying insurance", we may join with the insured and the "underlying insurer" in the investigation, settlement and defense of all claims and "suits" in connection with such "occurrence" or "offense". In such event, the insured must cooperate with us.

6. EXAMINATION OF YOUR BOOKS AND RECORDS.

We may examine and audit your books and records as they relate to this insurance:

- a. At any time during the policy period;
- b. Up to three years afterward; or
- c. Within one year after final settlement of all claims under this insurance.

7. INSPECTIONS AND SURVEYS.

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe or healthful; or comply with laws, regulations, codes or standards.

8. LEGAL ACTION AGAINST US.

No person or organization has a right under this insurance:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that are not payable under the terms of this insurance; or are in excess of the "applicable limit of insurance".

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

9. MAINTENANCE OF UNDERLYING INSURANCE.

The insurance afforded by each policy in the schedule of "underlying insurance" in the Declarations will be maintained for the full term of this insurance. This provision does not apply to the reduction of the aggregate limit or limits due to payment of judgments or settlements for "bodily injury", "personal injury", "property damage" or "advertising injury". As these policies expire, you will renew them at limits at least equal to the expiring limits of insurance.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you so complied.

You must give us a written notice of any change in the "underlying insurance" as respects:

- a. Coverage;

- b. Limits of insurance;
- c. Termination of any coverage; or
- d. Exhaustion of aggregate limits.

10. OTHER INSURANCE.

This insurance is excess over any other valid and collectible insurance whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply in excess of this insurance.

11. OUR RIGHT TO RECOVER FROM OTHERS.

If we make a payment under this insurance, the insured will assist us and the "underlying insurer" in recovering what we paid by using the insured's rights of recovery. Reimbursement will be made in the following order:

- a. First, to any interest (including the insured) who has paid any amount in excess of the limits of this insurance;
- b. Next to us; and
- c. Then to any interest (including the insured and the "underlying insurer") as are entitled to claim the remainder, if any.

A different order may apply if agreed upon by all interests. Expenses incurred in the process of recovery will be divided among all interests according to the ratio of their respective recoveries.

12. PREMIUM.

- a. You are responsible for the payment of all premiums and will be the payee for any return premiums.
- b. If the premium is a flat charge, it is not subject to adjustment except as provided in d. below.
- c. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of each year in which this insurance is in force at the rate shown in the Declarations, subject to the Minimum Annual Premium.
- d. Additional premium may become payable when coverage is provided for additional insureds and named insureds under the provisions of SECTION II - 2.c. and f.

13. PREMIUM AUDIT.

- a. You must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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- b. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured.
- c. The due date for audit and retrospective premiums is the date as shown as the due date on the bill.
- d. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to you subject to the minimum premiums.

14. REPRESENTATION.

By accepting this insurance, you agree:

- a. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this insurance in reliance upon your representations.

15. SEPARATION OF INSURED.

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

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

16. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE.

Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

17. WHEN LOSS IS PAYABLE.

If we are liable under this insurance, we will pay for "ultimate net loss" after:

- a. (1) The insured's liability is established by court decision; or
- (2) There is a written agreement between the claimant, the insured, any "underlying insurer" and us; and

- b. The amount of the "applicable underlying limit" is paid by or on behalf of the insured.

We will pay all claims within thirty days provided all terms of this insurance are met.

The insured will reimburse us for any payment we make for damages which are within the "retained limit".

18. TITLES OF PARAGRAPHS.

The titles of paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

19. CURRENCY

Loss payments and expense reimbursements will be in the same currency as the currency of the Limits of Insurance stated in the Declarations. At our sole option, we may agree to pay loss or reimburse expense under this policy in another currency. Any necessary currency conversion shall be calculated based on the rate of exchange published in the next Wall Street Journal subsequent to the date of judgment, settlement or agreement.

SECTION V – DEFINITIONS.

1. "Advertising injury" means injury arising out of one or more of the following "offenses":
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;
 - b. Oral or written publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or
 - c. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

Such "offenses" must be committed in the course of advertising your goods or products.

2. "Applicable limit of insurance" means the maximum amount we will pay as damages in accor-

dance with **SECTION III – LIMITS OF INSURANCE.**

3. "Applicable underlying limit" means:
 - a. If the policies of "underlying insurance" apply to the "occurrence" or "offense", the greater of:
 - (1) The amount of insurance stated in the policies of "underlying insurance" in the Declarations or any other available insurance less the amount by which any aggregate limit so stated has been reduced solely due to payment of claims; or
 - (2) The "retained limit" shown in the Declarations; or
 - b. If the policies of "underlying insurance" do not apply to the "occurrence" or "offense", the amount stated in the Declarations as the "retained limit".

The limits of insurance in any policy of "underlying insurance" will apply even if:

- (i) The "underlying insurer" claims the insured failed to comply with any condition of the policy; or
 - (ii) The "underlying insurer" becomes bankrupt or insolvent.
4. "Auto" means a land motor vehicle, trailer or semi-trailer.
 5. "Auto hazard" means all "bodily injury" and "property damage" for which liability insurance is afforded under the terms, other than limits of insurance, of the auto policy of "underlying insurance".
 6. "Bodily injury" means bodily injury, shock, fright, mental injury, disability, mental anguish, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.
 7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work"; or your fulfilling the terms of the contract or agreement.

8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
9. "Offense" means any of the offenses listed in the definition of "personal injury" or "advertising injury".
10. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or
 - e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.
11. "Pollutants" means one or more solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
12. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or

Such "offenses" must arise out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

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(2) Work that has not yet been completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

c. "Products-completed operations hazard" does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

13. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" does not include "electronic media and records".

As used in this definition, "electronic media and records" means:

(1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;

(2) Data stored on such media; or

(3) Programming records for electronic data processing or electronically controlled equipment.

14. "Retained limit" is the sum stated in the Declarations as such. If the policies of "underlying insurance" do not apply to the "occurrence" or "offense", the insured shall retain this amount as self insurance with respect to:

a. "Bodily injury" or "property damage" caused by each "occurrence"; or

b. "Personal injury" or "advertising injury" sustained by any one person or organization and caused by an "offense".

15. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding alleging such damages to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

16. "Ultimate net loss" means the sum actually paid or payable due to a claim for which the insured is liable either by a settlement to which we agreed or a final judgment. Such sum will include proper adjustments for recoveries and salvage.

17. "Underlying insurance" means the policies listed in the Schedule of Underlying Insurance and includes:

a. Any renewal or replacement of such policies; and

b. Any other insurance available to the insured.

18. "Underlying insurer" means any insurer which provides a policy listed in the Schedule of Underlying Insurance or any other insurance available to the insured.

19. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

- (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

20. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.





**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: VTC2JUB6726B789

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED HAS AGREED IN A WRITTEN CONTRACT EXCEUTED PRIOR TO LOSS TO PROVIDE THIS WAIVER.

DATE OF ISSUE: - -

ST ASSIGN:



cobb strecker dunphy & zimmermann

November 18, 2013

County of Riverside
Transportation Department
Attn: Contracts/Bidding Unit
3525 14th St
Riverside, CA 92501

Subject: Clay Street / Union Pacific Railroad, Grade Separation
Project No B7-0753, Federal Aid no PNRSTCIL-5956(178)
Contractor – Ames Construction Inc

Regarding the following insurance requirements:

- (1) Builders'/All Risk Insurance
- (2) Railroad Protective Liability

Ames Construction will be able to comply with requirements pending award of contract.

Best Regards,

Bruce N Telander
Chairman

CERTIFICATE OF LIABILITY INSURANCE

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 MN-COMMERCIAL LINES COBB STRECKER DUNPHY & ZIMMERMANN 150 S FIFTH ST STE 2800 MINNEAPOLIS, MN 55402	CONTACT NAME: PHONE (A/C, No, Ext): 612 349-2400	FAX (A/C, No): 612 349 2490
	E-MAIL ADDRESS:	
INSURED AMES CONSTRUCTION INC 2000 AMES DR BURNSVILLE, MN 55306	INSURER(S) AFFORDING COVERAGE	
	INSURER A: TRAVELERS INDEMNITY OF AMERICA	
	INSURER B: TRAVELERS PROPERTY CASUALTY CO/	
	INSURER C:	
	INSURER D:	
	INSURER E:	


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR I WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB PER <input checked="" type="checkbox"/> POLICY FORM AND XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		VTC2HCO7408B632	05/01/2013	05/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		VTC2JCAP5834B489	05/01/2013	05/01/2014	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 EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		VTSMJCUP5834B490	05/01/2013	05/01/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	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 N	VTC2JUB6726B789 VTRJUB8364B757 STOP GAP LIABILITY OF: ND OH WA WY	05/01/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CLAY STREET / UNION PACIFIC RAILROAD, GRADE SEPARATION
PROJECT NO B7-0753, FEDERAL AID NO PNRSTCIL-5956 (178)

EXCESS/UMBRELLA LIABILITY APPLIES IN EXCESS OF THE EMPLOYERS' LIABILITY LIMITS, AUTOMOBILE LIABILITY LIMIT AND GENERAL LIABILITY LIMIT.
 (See Attached Descriptions)

CERTIFICATE HOLDER UNION PACIFIC RAILROAD COMPANY INSURANCE GROUP 1400 DOUGLAS ST, STOP 1870 OMAHA, NE 68179-1870	CANCELLATION 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 
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DESCRIPTIONS (Continued from Page 1)

ADDITIONAL INSURED ONLY IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EXCESS LIABILITY APPLIES ON A PRIMARY BASIS AND THE INSURANCE OF THE ADDITIONAL INSURED SHALL BE NON-CONTRIBUTORY (PER FORMS ATTACHED):

**COUNTY OF RIVERSIDE, ITS AGENCIES, SPECIAL DISTRICTS AND DEPARTMENTS, THEIR RESPECTIVE DIRECTOR, OFFICERS, BOARD OF SUPERVISORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES
THE CITY OF JURUPA VALLEY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES
JURUPA COMMUNITY SERVICES DISTRICT, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES**

SOUTHERN CALIFORNIA EDISON (SCE), ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES

UNION PACIFIC RAILROAD COMPANY, ITS OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES

WAIVER OF SUBROGATION ONLY IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO WORKERS COMPENSATION APPLIES IN FAVOR OF (PER FORM ATTACHED):

**COUNTY OF RIVERSIDE, ITS AGENCIES, SPECIAL DISTRICTS AND DEPARTMENTS, THEIR RESPECTIVE DIRECTOR, OFFICERS, BOARD OF SUPERVISORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES
THE CITY OF JURUPA VALLEY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES
JURUPA COMMUNITY SERVICES DISTRICT, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES**

SOUTHERN CALIFORNIA EDISON (SCE), ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES

UNION PACIFIC RAILROAD COMPANY, ITS OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES

The following supersedes the cancellation wording:

Should any of the above described policies be cancelled or materially changed before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

DESCRIPTIONS (Continued from Page 1)

ADDITIONAL INSURED ONLY IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EXCESS LIABILITY APPLIES ON A PRIMARY BASIS AND THE INSURANCE OF THE ADDITIONAL INSURED SHALL BE NON-CONTRIBUTORY (PER FORMS ATTACHED):

COUNTY OF RIVERSIDE, ITS AGENCIES, SPECIAL DISTRICTS AND DEPARTMENTS, THEIR RESPECTIVE DIRECTOR, OFFICERS, BOARD OF SUPERVISORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES
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COMPANY PROFILE

Company Information

TRAVELERS INDEMNITY COMPANY OF AMERICA (THE)
ONE TOWER SQUARE
HARTFORD, CT 06183-1190

Old Company Names	Effective Date
STANDARD NAT'L INS CO	01/11/1972

Agent For Service

If you are unable to locate the agent for service of process, please call the CA Department of Insurance at (916) 492-3556.

Reference Information

NAIC #:	25666
California Company ID #:	1931-5
Date Authorized in California:	09/13/1968
License Status:	WITHDRAWN
Company Type:	Property & Casualty
State of Domicile:	GEORGIA

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NAIC Group List

NAIC Group #: 0041 CITIGROUP

Lines Of Business

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

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

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COMPANY PROFILE

Company Information

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**ONE TOWER SQUARE
HARTFORD, CT 06183
866-336-2077**

Old Company Names	Effective Date
TRAVELERS INDEMNITY COMPANY OF ILLINOIS (THE)	01/12/2005

Agent For Service

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

Reference Information

NAIC #:	25674
California Company ID #:	2495-0
Date Authorized in California:	04/16/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

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NAIC Group List

NAIC Group #: 3548 Travelers Grp

Lines Of Business

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

- AIRCRAFT
- ✓ AUTOMOBILE
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- BURGLARY
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- ✓ LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- ✓ WORKERS' COMPENSATION