

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

519A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
February 27, 2014

SUBJECT: Approval of an Addendum to the Plans and Specifications for the Coachella Valley Resurfacing Projects -- Group B in the Lower Coachella Valley Area, Acceptance of Low Bid and Award of Contract to Skanska USA Civil West California District, Inc.; 4th/4th District; [\$765,000]; State Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the plans and specifications issued prior to the December 18, 2013, bid opening; and
2. Accept the low bid of Skanska USA Civil West California District, Inc. of Riverside, CA in the amount of \$765,000; and
3. Award the contract to Skanska USA Civil West California District, Inc. and authorize the Chairman of the Board to execute the contract documents; and
4. Approve the project's proposed budget as shown on Attachment "A."

JCP:jrj:sb

Patricia Romo
Assistant Director of Transportation

Patricia Romo

Juan C. Perez
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 765,000	\$ 0.00	\$ 765,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Proposition 1B [State Bond Funds - Local Roads] (100%). There are no General Funds used in this project.				Budget Adjustment: No	
				For Fiscal Year: 2013/2014	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grance*
Tina Grance

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 5/23/14

Departmental Concurrence

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

Prev. Agn. Ref.: 11/26/13, Item 3-51 | **District:** 4/4 | **Agenda Number:**

3-34

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

FORM 11: Coachella Valley Resurfacing Projects - Group B in the Lower Coachella Valley Area. 4th 4th

District. [\$765,000]; State Funds 100%

DATE: February 27, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

By Minute Order dated November 26, 2013 (Agenda Item 3-51), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Coachella Valley Resurfacing Projects - Group B in the Lower Coachella Valley area.

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the plans and specifications. Bidders are required to acknowledge and take into account all issued addenda on their Contractor's Bid in order to be considered for award. The addendum was issued to clarify and modify the approved contract documents. The addendum is attached and designated as Addendum Number 1.

Five bids were received on December 18, 2013, ranging from \$765,000 to \$922,000. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Skanska USA Civil West California District, Inc. (Skanska) in the amount of \$765,000, which is \$25,000 (3%) less than the Engineer's Estimate.

The construction duration set for this project is for 30 working days.

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

Group B is the second group of roads in the southeastern Coachella Valley area scheduled for resurfacing improvements in FY 2013/2014. Construction on the four roads of Group A (54th Avenue, 66th Avenue, 76th Avenue, and 81st Avenue) was completed in June 2013. The road segments included in Group B are as follows:

ROAD	SEGMENT LOCATION
61 st Avenue	Monroe Street to Jackson Street
Harry Oliver Trail	Varner Road to N'ly 0.24 miles to end
Monroe Street	N'ly 58 th Avenue 0.53 miles to S'ly Airport Boulevard 0.09 miles
Monroe Street	N'ly Airport Boulevard 0.42 miles to 54 th Avenue
Monroe Street	53 rd Avenue to N'ly 53 rd Avenue 0.19 miles

Project No. X1-304

Impact on Residents and Businesses

The proposed improvements will improve roadway safety, reduce wear and tear on vehicles, and provide Americans with Disabilities Act (ADA) compliant curb ramps for pedestrians. On Harry Oliver Trail, the access ramps and driveways adjacent to the SunLine Transit Agency bus yard will be reconstructed to meet current ADA accessibility standards. The new road surface is expected to extend the life of the road by 15 to 20 years.

SUPPLEMENTAL:

Additional Fiscal Information

The Contract is recommended to be awarded to Skanska for the total amount of \$765,000. The Coachella Valley Resurfacing Projects - Group B is funded with Proposition 1B (State Bond Funds – Local Streets and Roads), and there are no General Funds used in this project.

Contract History and Price Reasonableness

N/A

Attachment "A"

Riverside County Transportation Department

Project: **COACHELLA VALLEY RESURFACING PROJECTS - GROUP "B"**

Project No.(s): **X1304**

Expenses as of: 2/10/2014

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	468		1,000		1,000
Environmental	630		1,000	3,000	1,000
Design	165,966	6,000	172,000	50,000	172,000
Right-of-way					
Utilities					
Construction		765,000	842,000	869,000	842,000
Construction Contingency 10%		77,000			
Construction Engineering & Inspection		80,000	80,000	50,000	80,000
Construction Survey		25,000	25,000	25,000	25,000
Totals:	167,064	953,000	1,121,000	997,000	1,121,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
215	Proposition 1B (State bond funds- Local Roads)	997,000	1,121,000
Totals		997,000	1,121,000

Comments

Updated with December 18, 2013 bid amount from Skanska USA Civil West.
 Design amount includes \$61,000 consultant cost for Group "A" roads.

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:	Skanska USA Civil West
Vendor/Lessor Location:	Riverside, CA

Minority Status: M W DV None

Local Preference Applied: Yes No N/A

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

Local Preference FYTD: Cost \$ # of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$765,000.00 to \$922,000.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$765,000.00 to \$922,000.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Coachella Valley Resurfacing Projects-Group B
61st Avenue, Harry Oliver Trail and Monroe Street**

Advertised: November 26, 2013 (Agenda Item: 3-51)
Addenda: 1 (12/13/2013)

Bids Open: 2 pm Date: Wednesday, December 18, 2013

PROJECT No. X1-304

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			BID UNIT PRICE	BID ESTIMATE
					UNIT PRICE	ENG ESTIMATE			
1	066102	DUST ABATEMENT	LS	1	6,500.00	6,500.00	2,500.00	2,500.00	
2	074020	WATER POLLUTION CONTROL	LS	1	7,500.00	7,500.00	2,500.00	2,500.00	
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000.00	30,000.00	15,590.00	15,590.00	
4	160101	CLEARING AND GRUBBING	LS	1	8,000.00	8,000.00	8,000.00	8,000.00	
5	170101	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	10,000.00	10,000.00	
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	9	600.00	5,400.00	1,500.00	13,500.00	
7	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	9	2,000.00	18,000.00	750.00	6,750.00	
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	12,000	1.00	12,000.00	2.00	24,000.00	
9	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	13	150.00	1,950.00	150.00	1,950.00	
10	190101	ROADWAY EXCAVATION	CY	2,100	40.00	84,000.00	30.00	63,000.00	
11	190185	SHOULDER BACKING	LF	15,900	2.00	31,800.00	1.50	23,850.00	
12	013903	MINOR CONCRETE (CURB & CURB AND GUTTER)	LF	50	30.00	1,500.00	25.00	1,250.00	
13	390130	HOT MIX ASPHALT	TON	6,400	70.00	448,000.00	74.00	473,600.00	
14	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	320	20.00	6,400.00	20.00	6,400.00	
15	017310	MINOR CONCRETE (DRIVEWAY APPROACH)	SQFT	3,100	10.00	31,000.00	15.00	46,500.00	
16	017316	MINOR CONCRETE (CURB RAMP)	EA	6	3,500.00	21,000.00	1,200.00	7,200.00	
17	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	840	5.00	4,200.00	4.00	3,360.00	
18	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	27,500	0.60	16,500.00	0.50	13,750.00	
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,650	5.00	8,250.00	2.00	3,300.00	
20	000003	MISCELLANEOUS DIRECTED WORK	FA	1	38,000.00	38,000.00	38,000.00	38,000.00	
Project Total Items 1-20						790,000.00		765,000.00	

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Coachella Valley Resurfacing Projects-Group B
61st Avenue, Harry Oliver Trail and Monroe Street

Advertised: November 26, 2013 (Agenda Item: 3-51)
Addenda: 1 (12/13/2013)
Bids Open: 2 pm Date: Wednesday, December 18, 2013

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	2		3	
				BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	12,443.00	12,443.00	1,000.00	1,000.00
2	074020	WATER POLLUTION CONTROL	LS	3,000.00	3,000.00	500.00	500.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	66,000.00	66,000.00	53,031.00	53,031.00
4	160101	CLEARING AND GRUBBING	LS	10,000.00	10,000.00	8,000.00	8,000.00
5	170101	DEVELOP WATER SUPPLY	LS	3,000.00	3,000.00	10,000.00	10,000.00
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	750.00	6,750.00	500.00	4,500.00
7	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	1,000.00	9,000.00	500.00	4,500.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	1.50	18,000.00	2.00	24,000.00
9	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	155.00	2,015.00	150.00	1,950.00
10	190101	ROADWAY EXCAVATION	CY	31.50	66,150.00	30.00	63,000.00
11	190185	SHOULDER BACKING	LF	1.50	23,850.00	0.40	6,360.00
12	013903	MINOR CONCRETE (CURB & CURB AND GUTTER)	LF	60.00	3,000.00	40.00	2,000.00
13	390130	HOT MIX ASPHALT	TON	74.00	473,600.00	80.00	512,000.00
14	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	16.00	5,120.00	20.00	6,400.00
15	017310	MINOR CONCRETE (DRIVEWAY APPROACH)	SQFT	7.25	22,475.00	15.00	46,500.00
16	017316	MINOR CONCRETE (CURB RAMP)	EA	3,300.00	19,800.00	1,000.00	6,000.00
17	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	3.30	2,772.00	6.00	5,040.00
18	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	0.39	10,725.00	0.50	13,750.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	2.00	3,300.00	3.20	5,280.00
20	000003	MISCELLANEOUS DIRECTED WORK	FA	38,000.00	38,000.00	38,000.00	38,000.00
Project Total					799,000.00		811,811.00
Items 1-20							

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Coachella Valley Resurfacing Projects-Group B
61st Avenue, Harry Oliver Trail and Monroe Street

Advertised: November 26, 2013 (Agenda Item: 3-51)
Addenda: 1 (12/13/2013)
Bids Open: 2 pm Date: Wednesday, December 18, 2013

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	3,000.00	3,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	10,000.00	10,000.00	2,000.00	2,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	75,500.00	75,500.00	32,534.00	32,534.00
4	160101	CLEARING AND GRUBBING	LS	1	8,000.00	8,000.00	8,000.00	8,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	9	500.00	4,500.00	1,100.00	9,900.00
7	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	9	1,000.00	9,000.00	2,000.00	18,000.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	12,000	2.50	30,000.00	9.20	110,400.00
9	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	13	150.00	1,950.00	162.00	2,106.00
10	190101	ROADWAY EXCAVATION	CY	2,100	25.00	52,500.00	46.00	96,600.00
11	190185	SHOULDER BACKING	LF	15,900	2.50	39,750.00	1.00	15,900.00
12	013903	MINOR CONCRETE (CURB & CURB AND GUTTER)	LF	50	35.00	1,750.00	80.00	4,000.00
13	390130	HOT MIX ASPHALT	TON	6,400	83.50	534,400.00	76.00	486,400.00
14	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	320	15.00	4,800.00	14.50	4,640.00
15	017310	MINOR CONCRETE (DRIVEWAY APPROACH)	SQFT	3,100	11.00	34,100.00	14.50	44,950.00
16	017316	MINOR CONCRETE (CURB RAMP)	EA	6	1,200.00	7,200.00	3,200.00	19,200.00
17	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	840	6.00	5,040.00	3.25	2,730.00
18	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	27,500	0.57	15,675.00	0.40	11,000.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,650	4.00	6,600.00	1.60	2,640.00
20	000003	MISCELLANEOUS DIRECTED WORK	FA	1	38,000.00	38,000.00	38,000.00	38,000.00
Project Total Items 1-20						893,765.00		922,000.00



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

Transportation Department

ADDENDUM NUMBER 1

Dated December 13, 2013

to the
Specifications and Contract Documents
for the construction of

Coachella Valley
Resurfacing Projects – Group B
61st Avenue, Harry Oliver Trail and Monroe Ave
Project No. X1-304

Bids Due: **Wednesday, December 18, 2013; 2:00 p.m.**
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the plans and specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Bid. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted Bid.

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

http://www.rctlma.org/trans/con_bid_advertisements.html

MODIFICATIONS / CLARIFICATIONS TO PLANS:

Item 1: 61st Avenue HMA Clarification

Refer to 61st Avenue Street Reconstruction Plan sheets 2, 3, 4 of 4. Delete and replace Construction Note 7 with the following:

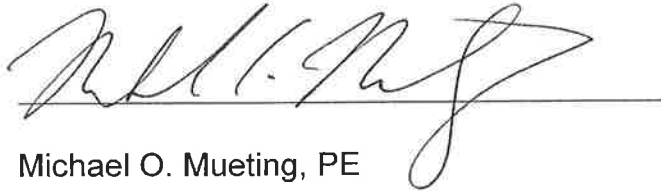
PULVERIZE EXISTING PAVEMENT TO A DEPTH OF 0.25', RECOMPACT, REGRADE AND OVERLAY WITH 0.30' HMA TYPE "A" PG 70-10, ¾" MIX

Item 2: Harry Oliver Trail HMA Clarification

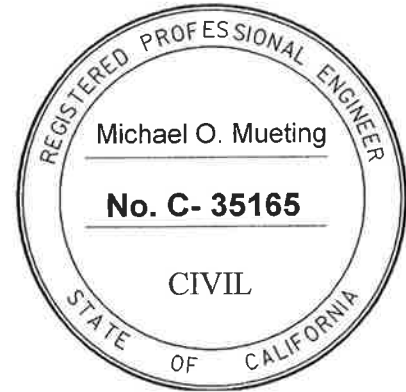
Refer to Harry Oliver Trail Street Reconstruction Plan sheets 2, 3 of 3. Delete and replace Construction Note 8 with the following:

PLACE 0.50' HMA TYPE "C" PG 70-10, 1" MIX

Recommended by:



Michael O. Mueting, PE



Concurrence:



Khalid Nasim, PE
Engineering Division Manager

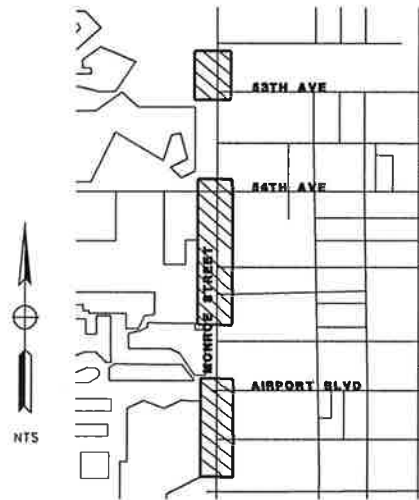
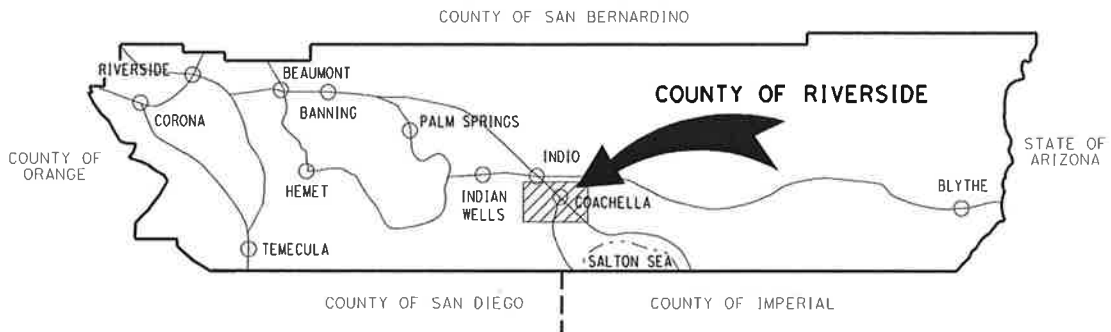
Acknowledged: _____ **Date:** _____
(Contractor)

JRJ:jrj

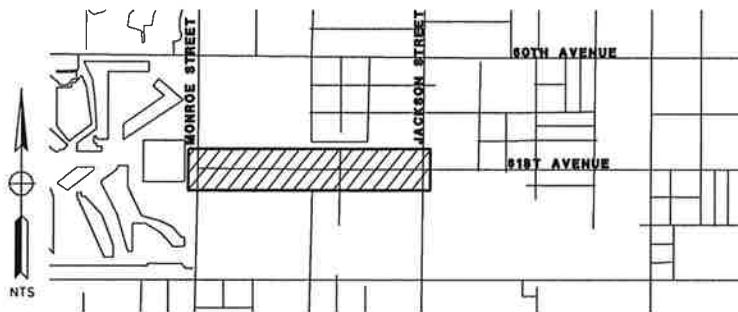
Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

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

**COACHELLA VALLEY
 RESURFACING PROJECTS-GROUP B
 61ST AVENUE, HARRY OLIVER TRAIL, AND
 MONROE STREET
 PROJECT No. X1-304**



MONROE STREET
 T 68 R 7E SEC. 11, 14, 23, 22
 COUNTY ROAD BOOK PAGE No. 222, 218

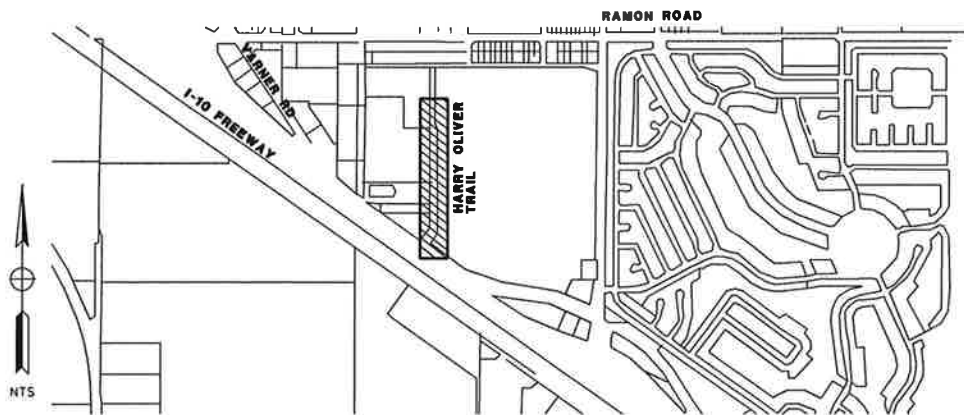
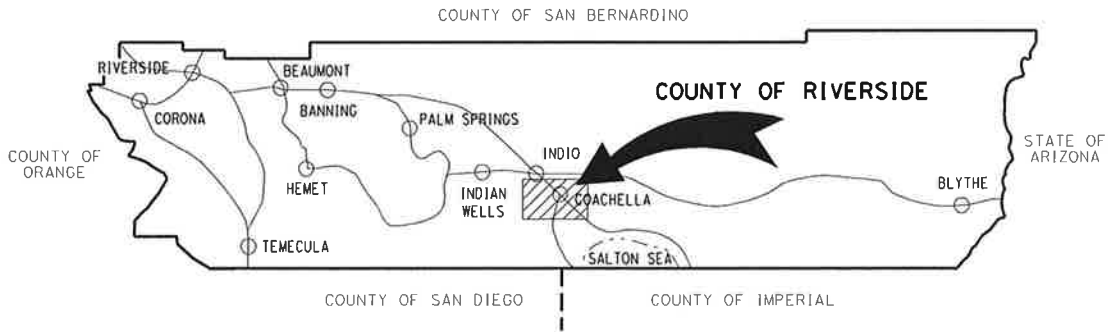


61ST AVENUE
 T 68 R 7E SEC. 35
 COUNTY ROAD BOOK PAGE No. 222

VICINITY MAP

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

COACHELLA VALLEY
RESURFACING PROJECTS-GROUP B
61ST AVENUE, HARRY OLIVER TRAIL, AND
MONROE STREET
PROJECT No. X1-304



HARRY OLIVER TRAIL
T 49 R 0E SEC: 19
COUNTY ROAD BOOK PAGE No. 187A

VICINITY MAP

Contract

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

WITNESSETH

Recitals:

Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Coachella Valley Resurfacing Projects - Group B, 61st Avenue, Harry Oliver Trail and Monroe Street, Project No. X1-304**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.

1. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Invitation to Bid, (b) The Request for Proposals, (c) The Instruction to Bidders, (d) The Bid Bond, (e) The Performance Bond, (f) The General Conditions, (g) The Standard Specifications of the State of California, (h) The Standard Specifications of the State of California May 2006 as modified in other portions of the Contract Documents, (i) The Contract Documents of California Department of Transportation, (j) The Contract Documents of California Department of Transportation identified on the plans or in the Specifications, (k) The Contract Documents of California Department of Transportation identified on the plans or in the Specifications **(one)**, (l) The Determination of Prevailing Wage Rate, (m) The Determination of Prevailing Wage Rate issued, (n) Any additional or supplemental specific conditions of contract issued in accordance with the provisions of the Contract Documents, (o) Any other documents or conditions of contract presently in existence are by this reference incorporated in full and upon the proper issuance of other documents or conditions of contract are by this reference incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

Clerk of the Board

2. The Work

Contractor shall do all tasks necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion

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

Standard Specification Section 8-1.03, "Beginning of Work" is modified to read as follows:

The Contractor shall begin work within fifteen (15) calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. If the project has more than one (1) location of work, Contractor shall submit a separate notice for each location. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start at said location.

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

- A. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
- B. All work done according to the contract, prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
- C. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

4. Compensation

Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

**Coachella Valley
Resurfacing Projects – Group B
61st Avenue, Harry Oliver Trail and Monroe Street
Project No. X1-304**

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	2,500.00	2,500.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,500.00	2,500.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,590.00	15,590.00
4	160101	CLEARING AND GRUBBING	LS	1	8,000.00	8,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	9	1,500.00	13,500.00
7	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	9	750.00	6,750.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	12,000	2.00	24,000.00
9	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	13	150.00	1,950.00
10	190101	ROADWAY EXCAVATION	CY	2,100	30.00	63,000.00
11	190185	SHOULDER BACKING	LF	15,900	1.50	23,850.00
12	013903	MINOR CONCRETE (CURB & CURB AND GUTTER)	LF	50	25.00	1,250.00
13	390130	HOT MIX ASPHALT	TON	6,400	74.00	473,600.00
14	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	320	20.00	6,400.00
15	017310	MINOR CONCRETE (DRIVEWAY APPROACH)	SQFT	3,100	15.00	46,500.00
16	017316	MINOR CONCRETE (CURB RAMP)	EA	6	1,200.00	7,200.00
17	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	840	4.00	3,360.00
18	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	27,500	0.50	13,750.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,650	2.00	3,300.00
20	000003	MISCELLANEOUS DIRECTED WORK	FA	1	38,000.00	38,000.00

PROJECT
TOTAL:
ITEMS 1-20

Seven hundred sixty five thousand dollars and zero cents
"WORDS"

\$765,000.00

**Coachella Valley
Resurfacing Projects – Group B
61st Avenue, Harry Oliver Trail and Monroe Street
Project No. X1-304**

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

COUNTY OF RIVERSIDE

**SKANSKA USA CIVIL WEST CALIFORNIA
DISTRICT, INC.**

BY: _____

Chairman, Board of Supervisors

BY: 

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

DATED: _____

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:



BY: _____

Deputy

TITLE: Irene C. Rumbaugh, Notary Public

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

License No. 140069

Federal Employer Identification Number:

95-1751673

FORM APPROVED COUNTY COUNSEL

BY:  DATE 2/23/14
NEAL R. KIPNIS

BY _____

"County"

Skanska USA Civil West California District Inc.

"Corporation"
(Seal)

SKANSKA

CERTIFIED COPY OF CORPORATE RESOLUTION

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

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

IN WITNESS WHEREOF, I have signed this instrument and caused the corporate seal of said corporation to be affixed this 8th day of February 2013.



Joseph M. Nogues
Senior VP, Chief Financial Officer
SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT INC.

(SEAL)

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

Subscribed and sworn to before me this 8th day of February 2013.



Notary Public in and for the State of California



Performance Bond

Recitals:

1. **Skanska USA Civil West California District, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Coachella Valley Resurfacing Projects - Group B, 61st Avenue, Harry Oliver Trail and Monroe Street, Project No. X1-304.**
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 **\$765,000.00 (Seven hundred sixty five thousand dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are **Skanska USA Civil West California District, Inc.** as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$765,000.00 (Seven hundred sixty five thousand dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Coachella Valley Resurfacing Projects - Group B, 61st Avenue, Harry Oliver Trail and Monroe Street, Project No. X1-304.**

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. 09148553

Recitals:

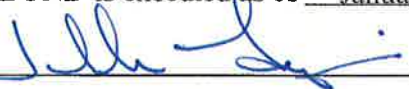
1. **Skanska USA Civil West California District, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Coachella Valley Resurfacing Projects - Group B, 61st Avenue, Harry Oliver Trail and Monroe Street, Project No. X1-304.**
2. FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a MD 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 **\$765,000.00 (Seven hundred sixty five thousand dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of January 3, 2014.

By 

By 

By _____

Type Name Jeanette Conley, Attorney-in-Fact

Jeffrey Langevin, Vice President

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).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

**State of California
County of Riverside**

On January 9, 2014 before me, Irene C. Rumbaugh, Notary Public,
personally appeared Jeffrey Langevin,



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

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

WITNESS my hand and official seal.

Irene C. Rumbaugh
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond

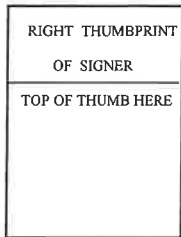
Document Date: January 3, 2014 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeffrey Langevin

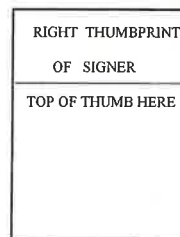
- Individual
- Corporate Officer
Title(s): Vice President
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



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

Signer's Name: _____

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



Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On JAN 03 2014 before me, Kelly Rowley Notary Public, personally appeared Jeanette Conley who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Kelly Rowley Kelly Rowley, Notary Public

(SEAL)

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

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

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

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

ATTEST:

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



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

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

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

Maria D. Adamski

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ___ day of JAN 03 2010.



James M. Carroll, Vice President

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

Bond No. 09148553

The makers of this Bond are **Skanska USA Civil West California District, Inc.** as Principal and Original Contractor and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$765,000.00 (Seven hundred sixty five thousand dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Coachella Valley Resurfacing Projects - Group B, 61st Avenue, Harry Oliver Trail and Monroe Street, Project No. X1-304.**

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: January 3, 2014

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC.

Original Contractor – Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

By 

Jeffrey Langevin, Vice President

By 
Jeanette Conley
Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

SEE ATTACHED ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

**State of California
County of Riverside**

On January 9, 2014 before me, Irene C. Rumbaugh, Notary Public,
personally appeared Jeffrey Langevin,



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

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

WITNESS my hand and official seal.

Irene C. Rumbaugh
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond

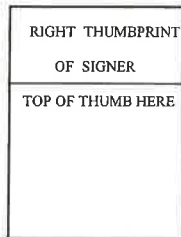
Document Date: January 3, 2014 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeffrey Langevin

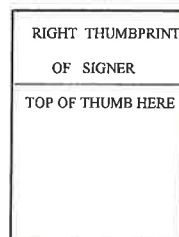
- Individual
- Corporate Officer
Title(s): Vice President
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



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

Signer's Name: _____

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



Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On JAN 03 2014 before me, Kelly Rowley Notary Public, personally appeared Jeanette Conley who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Kelly Rowley Kelly Rowley, Notary Public

(SEAL)

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

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

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

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

ATTEST:

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



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

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

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

Maria D. Adamski

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ___ day of JAN 03 2014, 20__.



A handwritten signature in cursive script that reads "James M. Carroll".

James M. Carroll, Vice President



- 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
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COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1400 AMERICAN LANE, 19TH FLOOR
SCHUAMBERG, IL 60196-1056
800-382-2150

Old Company Names **Effective Date**

Agent For Service

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

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

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NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/31/2013

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

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

PRODUCER Aon Risk Services Northeast, Inc. Jericho NY Broadway Office 390 North Broadway Jericho NY 11753 USA	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No.):	
	E-MAIL ADDRESS:	
INSURED Skanska USA Civil west California District, Inc. 1995 Agua Mansa Road Riverside CA 92509-2405 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Ins Co	NAIC # 16535
	INSURER B: American Zurich Ins Co	NAIC # 40142
	INSURER C: Arch Insurance Company	NAIC # 11150
	INSURER D: American Guarantee & Liability Ins Co	NAIC # 26247
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570052494301** **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. **Limits shown are as requested**

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYD	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"/> XCU <input checked="" type="checkbox"/> 50' RR Exclusion Deleted GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		GL0489600806	08/31/2013	08/31/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/POP AGG \$4,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		11CAB8907901 AOS 11CAB8908001 MA	08/31/2013	08/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION		AEC489601907	08/31/2013	08/31/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In MD) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC489600709	08/31/2013	08/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Project No. X1-304, Coachella Valley Resurfacing Projects - Group B, 61st Avenue, Harry Oliver Trail and Monroe Street. County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives; City of La Quinta, its officers, directors, employees and agents; and Coachella Valley Water District (CWVD), its officers, directors, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. A waiver of Subrogation is granted in favor of County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials.

CERTIFICATE HOLDER County of Riverside Transportation Department Attn: Contracts/Bidding Unit 3525 14th Street Riverside CA 92501 USA	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

 Holder Identifier : BEGIS

 Certificate No : 570052494301



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Skanska USA Civil West California	
POLICY NUMBER See Certificate Number: 570052494301			
CARRIER See Certificate Number: 570052494301	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

employees, agents, and representatives; City of La Quinta, its officers, directors, employees and agents; and Coachella Valley Water District (CVWD), its officers, directors, employees and agents in accordance with the policy provisions of the workers' Compensation policy. Workers' Compensation coverage Not Included in Monopolistic States - OH, ND, WA, WY and Puerto Rico.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person, organization, state or political entity You have agreed through contract, agreement or Permit to provide Additional Insured status.	All job sites and locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person, organization, state or political entity You have specifically agreed through contract, agreement or permit to provide Additional Insured status	Any location You have agreed through contract, agreement or permit to provide Additional Insured coverage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

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

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

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

SCHEDULE

Name and Address of Additional Insured:
ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED IN A WRITTEN CONTRACT, THAT SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON THIS POLICY. THE COVERAGE PROVIDED BY THIS ENDORSEMENT IS PRIMARY TO, AND NON-CONTRIBUTORY WITH, ANY OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 11CAB8907901

Named Insured: SKANSKA, INC.

Endorsement Effective Date:
address.

local Standard Time at the First Named Insured's



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 02 24 10 93

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Endorsement effective 12:01 A.M. standard time	Policy No. GLO4896008-06
Named Insured- Skanska Inc.	Countersigned by

(Authorized Representative)

SCHEDULE

Number of Days' Notice 90

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

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



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 anyone not named in the Schedule.

Schedule

Any person, organization, state or political entity You have specifically agreed through contract, agreement or permit to provide Additional Insured status

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

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

Endorsement Effective: 08/31/2013

Policy No.: WC489600709

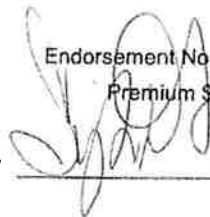
Insured: Skanska USA Civil, Inc.

Endorsement No.

Premium \$ N/A

Insurance Company: American Zurich Ins. Co.

Countersigned by



A handwritten signature in black ink, appearing to be 'J. J. [unclear]', is written over a horizontal line. The signature is somewhat stylized and cursive.



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COMPANY PROFILE

Company Information

ZURICH AMERICAN INSURANCE COMPANY

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

Old Company Names

Effective Date

Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
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COMPANY PROFILE

Company Information

AMERICAN ZURICH INSURANCE COMPANY

**1400 AMERICAN LANE
SCHAUMBURG, IL 60196
800-987-3373**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	40142
California Company ID #:	2931-4
Date Authorized in California:	11/16/1983
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

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

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COMPANY PROFILE

Company Information

ARCH INSURANCE COMPANY

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

Old Company Names	Effective Date
FIRST AMERICAN INSURANCE COMPANY	01/05/1987
FIRST AMERICAN INSURANCE COMPANY DBA AMERICAN FIRST INSURANCE COMPANY	11/06/2002

Agent For Service

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

Reference Information

NAIC #:	11150
California Company ID #:	3005-6
Date Authorized in California:	07/19/1985
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MISSOURI

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NAIC Group List

NAIC Group #: 1279 Arch Ins Grp

Lines Of Business

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

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

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COMPANY PROFILE

Company Information

AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY

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

Old Company Names

Effective Date

Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- DISABILITY
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- PLATE GLASS
- SPRINKLER
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- WORKERS' COMPENSATION