

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 10/1/14

Departmental Concurrence

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

909A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 October 1, 2014

SUBJECT: Van Buren Street, Street Reconstruction and Sidewalk Project Adjacent to the City of Indio, 4th/4th District; [\$419,283]; 100% Local Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the plans and specifications issued prior the August 27, 2014, bid opening; and
2. Accept the low bid of Cooley Construction, Inc. of Hesperia, CA in the amount of \$419,283; and
3. Award the contract to Cooley Construction, 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."

Patricia Romo

Patricia Romo
 Assistant Director of Transportation
 for Juan C. Perez
 Director of Transportation and Land Management

JCP:rrj:rr

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 419,283	\$ 0	\$ 419,283	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Gas Tax (ABX8-9 Mar 2010 New HUTA) (69.1 %), SB 821 Local Transportation Funds (30.9 %). There are no General Funds used in this project.

Budget Adjustment: No
For Fiscal Year: 2014/2015

C.E.O. RECOMMENDATION:

APPROVE
 BY: *Tina Grande*
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: 08/05/14, Item 3-42 | **District:** 4/4 | **Agenda Number:**

3-26

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Van Buren Street, Street Reconstruction and Sidewalk Project adjacent to the City of Indio. 4th/4th
District; [\$419,283]; 100% Local Funds
DATE: October 1, 2014
PAGE: 2 of 3

BACKGROUND:

Summary

By Minute Order dated August 5, 2014 (Agenda Item 3-42), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of road improvements to Van Buren Street, between 48th Avenue and Manila Avenue, in the Coachella Valley, adjacent to the City of Indio.

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 Proposal in order to be considered for award. The addendum was issued to clarify and modify the approved contract documents. The addendum is attached as Addendum No. 1.

Six bids were received on August 27, 2014, ranging from \$427,873 to \$529,529. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Cooley Construction, Inc. of Hesperia, CA (Cooley) in the amount of \$427,873, which is \$38,627 (8.3%) lower than the Engineer's Estimate. The bid received from Cooley is within the bid target range set forth for this project.

The Contract includes the following two schedules of work:

Base Bid Schedule: Street Reconstruction and Sidewalk Improvements on Van Buren Street

Alternate Bid Schedule 1: Improvements within the City of Indio jurisdiction

The Transportation Department recommends award of the base bid schedule and not award the alternate bid schedule of work; therefore, the total Contract amount is \$419,283.

The City of Indio was invited to participate in the improvements of their half of the street but declined.

The construction duration set for this project is 40 working days, and construction is anticipated to be completed by February 2015.

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

The submitted plans and specifications have been approved as to form by County Counsel, and environmental clearance is complete.

Project Numbers: C1-0613 and C4-0049

Impact on Residents and Businesses

The proposed improvements will improve pedestrian safety and provide an Americans with Disabilities Act (ADA) compliant path for pedestrians, students, and parents. This segment of Van Buren Street is adjacent to Martin Van Buren Elementary School. This project proposes to construct approximately 800 linear feet of new sidewalk, including eight new access ramps and accessible driveways.

The work will be phased to keep the road open during construction. The Contractor will be required to coordinate the construction with the City of Indio, City of Coachella, Desert Sands Unified School District and the Postmaster for mail delivery.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Van Buren Street, Street Reconstruction and Sidewalk Project adjacent to the City of Indio. 4th/4th
District; [\$419,283]; 100% Local Funds
DATE: October 1, 2014
PAGE: 3 of 3

SUPPLEMENTAL:

Additional Fiscal Information

The Contract is recommended to be awarded to Cooley for the total amount of \$419,283. The project is funded with Gas Tax (ABX8-9 Mar 2010 New HUTA) and SB 821 Local Transportation Funds for which the Transportation Department successfully competed.

There are no General Funds used in this project.

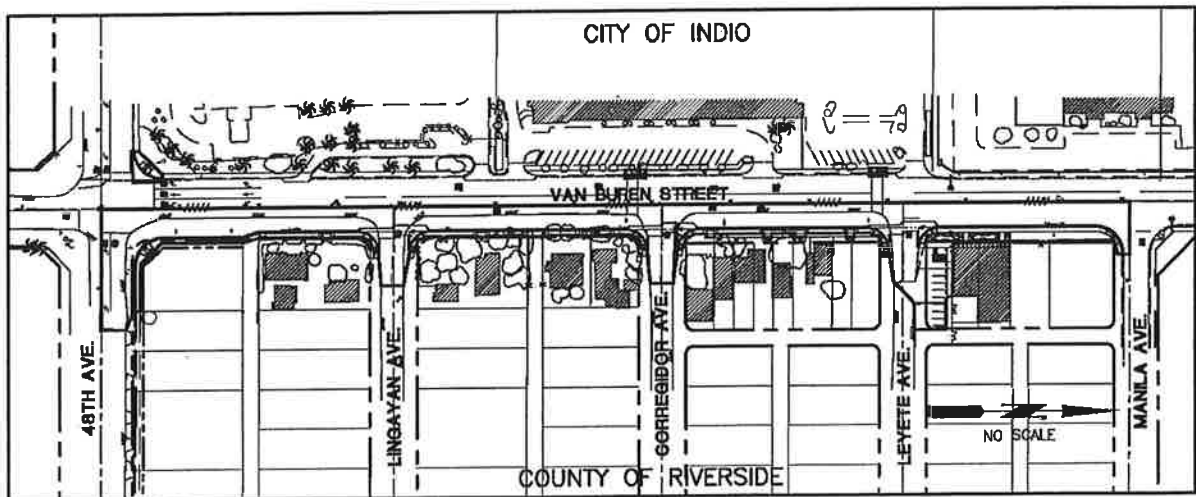
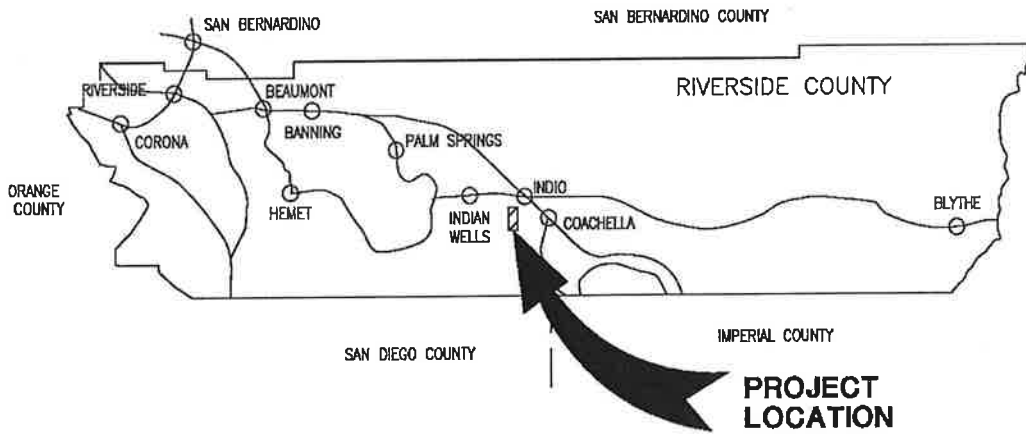
Contract History and Price Reasonableness

N/A

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

Van Buren Street
Street Reconstruction and Sidewalk Project

48th Avenue to Manila Avenue
Adjacent to the City of Indio
Project No. C4-0049



VICINITY MAP

PROJECT LENGTH = 1,300 LF.
TOWNSHIP 7S, SECTION 35 RANGE 23E.
2009 THOMAS GUIDE PG 5590

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
-------------------------	---------------------------

N/A

Vendor/Lessor Name:	Cooley Construction, Inc.
----------------------------	---------------------------

Minority Status:

M W DV None

Vendor/Lessor Location:	Hesperia, CA
--------------------------------	--------------

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: \$ 427,873.00 to \$ 529,529.29
Local Bid Range: N/A
Responsive and
Responsible Bid Range: \$ 427,873.00 to \$ 529,529.29

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: Van Buren Street, Street Reconstruction and Sidewalk Project
48th Avenue to Manila Avenue, Adjacent to the City of Indio**

PROJECT No. C1-0613 & C4-0049

Advertised: August 5, 2014 (Agenda Item: 3.42)
Addenda: 1 (8/21/2014)
Bids Open: 2 pm Date: Wednesday, August 27, 2014

BASE BID SCHEDULE		COUNTY'S ESTIMATE				Cooley Construction, Inc. Hesperia, CA 92340		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	7,300.00	7,300.00
2	074020	WATER POLLUTION CONTROL	LS	1	4,300.00	4,300.00	8,000.00	8,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	24,000.00	24,000.00	16,000.00	16,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	3,000.00	3,000.00
5	160101	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
6	066804	RELOCATE FENCE	LF	30	30.00	900.00	63.00	1,890.00
7	190101	ROADWAY EXCAVATION	CY	1,500	35.00	52,500.00	49.00	73,500.00
8	390130	HOT MIX ASPHALT (0.5')	TON	1,750	75.00	131,250.00	76.00	133,000.00
9	390130	HOT MIX ASPHALT (0.25')	TON	210	80.00	16,800.00	35.00	7,350.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	20.00	1,200.00	34.00	2,040.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,030	25.00	25,750.00	20.00	20,600.00
12	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	1,150	8.00	9,200.00	5.25	6,037.50
13	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	1,350	10.00	13,500.00	9.05	12,217.50
14	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	2,100	15.00	31,500.00	8.05	16,905.00
15	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	3,000.00	3,000.00	1,925.00	1,925.00
16	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	7	2,500.00	17,500.00	1,880.00	13,160.00
17	000001	ITEM DELETED PER ADDENDUM No. 1						
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	5,200	7.00	36,400.00	4.25	22,100.00
19	731530	MINOR CONCRETE (TEXTURED PAVING)	SQFT	1,300	15.00	19,500.00	10.70	13,910.00
20	840651	PAINTED STALL LINES AND PAVEMENT MARKINGS	LS	1	3,000.00	3,000.00	680.00	680.00
21	842000	PARKING BUMPER (PRECAST CONCRETE)	EA	10	50.00	500.00	53.00	530.00
22	152390	RELOCATE ROADSIDE SIGN	EA	8	350.00	2,800.00	132.00	1,056.00
23	566011	ROADSIDE SIGN - ONE POST	EA	4	350.00	1,400.00	440.00	1,760.00
24	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	1,500.00	3,000.00	2,330.00	4,660.00
25	015602	FUNDING AWARENESS SIGN	EA	2	1,000.00	2,000.00	1,160.00	2,320.00
26	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,100	4.00	4,400.00	3.80	4,180.00
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,200	2.50	5,500.00	2.06	4,532.00
28	850102	PAVEMENT MARKER (REFLECTIVE)	EA	150	4.00	600.00	4.20	630.00
29	010602	MISCELLANEOUS DIRECTED WORK	FA	1	30,000.00	30,000.00	30,000.00	30,000.00
SUB-TOTAL, ITEMS 1 - 29						458,500.00		419,283.00

ALTERNATE BID SCHEDULE 1 - CITY OF INDIRIO								
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
30	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	3,000.00	3,000.00	4,050.00	4,050.00
31	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88A, CASE C]	EA	2	2,500.00	5,000.00	2,270.00	4,540.00
SUB-TOTAL, ITEMS 30 - 31						8,000.00		8,590.00

BASE BID SCHEDULE AND ALTERNATE BID SCHEDULE 1								
PROJECT TOTAL, ITEMS 1 - 31								
						466,500.00		427,873.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Van Buren Street, Street Reconstruction and Sidewalk Project
48th Avenue to Manila Avenue, Adjacent to the City of Indio**

Advertised: August 5, 2014 (Agenda Item: 3.42)
Addenda: 1 (8/21/2014)

PROJECT No. C1-0613 & C4-0049

Bids Open: 2 pm Date: Wednesday, August 27, 2014

BASE BID SCHEDULE		2		3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	5,600.00	5,600.00	4,500.00	4,500.00
2	074020	WATER POLLUTION CONTROL	LS	1	4,200.00	4,200.00	2,800.00	2,800.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	9,213.00	9,213.00	12,500.00	12,500.00
4	170101	DEVELOP WATER SUPPLY	LS	1	2,500.00	2,500.00	2,500.00	2,500.00
5	160101	CLEARING AND GRUBBING	LS	1	65,000.00	65,000.00	47,120.00	47,120.00
6	066804	RELOCATE FENCE	LF	30	100.00	3,000.00	70.00	2,100.00
7	190101	ROADWAY EXCAVATION	CY	1,500	23.00	34,500.00	33.50	50,250.00
8	390130	HOT MIX ASPHALT (0.5')	TON	1,750	71.00	124,250.00	86.25	150,937.50
9	390130	HOT MIX ASPHALT (0.25')	TON	210	28.00	5,880.00	55.20	11,592.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	15.00	900.00	23.00	1,380.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,030	14.00	14,420.00	17.50	18,025.00
12	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	1,150	11.00	12,650.00	6.50	7,475.00
13	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	1,350	11.50	15,525.00	8.50	11,475.00
14	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	2,100	11.50	24,150.00	7.75	16,275.00
15	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	2,200.00	2,200.00	1,800.00	1,800.00
16	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	7	2,200.00	15,400.00	1,800.00	12,600.00
17	000001	ITEM DELETED PER ADDENDUM No. 1						
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	5,200	3.30	17,160.00	3.10	16,120.00
19	731530	MINOR CONCRETE (TEXTURED PAVING)	SQFT	1,300	10.00	13,000.00	4.50	5,850.00
20	840651	PAINTED STALL LINES AND PAVEMENT MARKINGS	LS	1	2,500.00	2,500.00	741.75	741.75
21	842000	PARKING BUMPER (PRECAST CONCRETE)	EA	10	47.00	470.00	57.50	575.00
22	152390	RELOCATE ROADSIDE SIGN	EA	8	300.00	2,400.00	143.75	1,150.00
23	566011	ROADSIDE SIGN - ONE POST	EA	4	400.00	1,600.00	482.50	1,930.00
24	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	2,500.00	5,000.00	1,500.00	3,000.00
25	015602	FUNDING AWARENESS SIGN	EA	2	1,000.00	2,000.00	1,500.00	3,000.00
26	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,100	5.20	5,720.00	4.12	4,532.00
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,200	3.50	7,700.00	2.25	4,950.00
28	850102	PAVEMENT MARKER (REFLECTIVE)	EA	150	3.08	462.00	4.60	690.00
29	010602	MISCELLANEOUS DIRECTED WORK	FA	1	30,000.00	30,000.00	30,000.00	30,000.00
SUB-TOTAL, ITEMS 1 - 29						427,400.00	427,400.00	425,868.25

ALTERNATE BID SCHEDULE 1 - CITY OF INDIO

30	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	2,200.00	2,200.00	3,000.00	3,000.00
31	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88A, CASE C]	EA	2	2,200.00	4,400.00	3,800.00	7,600.00
SUB-TOTAL, ITEMS 30 - 31						6,600.00	6,800.00	10,600.00

BASE BID SCHEDULE AND ALTERNATE BID SCHEDULE 1

PROJECT TOTAL, ITEMS 1 - 31						434,000.00	434,000.00	436,468.25
------------------------------------	--	--	--	--	--	-------------------	-------------------	-------------------

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Van Buren Street, Street Reconstruction and Sidewalk Project
48th Avenue to Manila Avenue, Adjacent to the City of Indio**

Advertised: August 5, 2014 (Agenda Item: 3.42)
Addenda: 1 (8/21/2014)

PROJECT No. C1-0613 & C4-0049

Bids Open: 2 pm Date: Wednesday, August 27, 2014

BASE BID SCHEDULE		4			5			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	2,500.00	2,500.00	3,000.00	3,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	3,500.00	3,500.00	8,000.00	8,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	34,245.00	34,245.00	8,000.00	8,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	1,200.00	1,200.00
5	160101	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00	16,000.00	16,000.00
6	066804	RELOCATE FENCE	LF	30	50.00	1,500.00	38.00	1,140.00
7	190101	ROADWAY EXCAVATION	CY	1,500	5.00	7,500.00	54.00	81,000.00
8	390130	HOT MIX ASPHALT (0.5')	TON	1,750	95.00	166,250.00	75.00	131,250.00
9	390130	HOT MIX ASPHALT (0.25')	TON	210	95.00	19,950.00	129.00	27,090.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	25.00	1,500.00	20.00	1,200.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,030	24.00	24,720.00	24.00	24,720.00
12	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	1,150	15.00	17,250.00	7.00	8,050.00
13	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	1,350	18.00	24,300.00	11.00	14,850.00
14	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	2,100	18.00	37,800.00	12.00	25,200.00
15	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	800.00	800.00	4,700.00	4,700.00
16	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	7	650.00	4,550.00	1,900.00	13,300.00
17	000001	ITEM DELETED PER ADDENDUM No. 1						
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	5,200	6.50	33,800.00	4.70	24,440.00
19	731530	MINOR CONCRETE (TEXTURED PAVING)	SQFT	1,300	7.00	9,100.00	8.80	11,440.00
20	840651	PAINTED STALL LINES AND PAVEMENT MARKINGS	LS	1	645.00	645.00	700.00	700.00
21	842000	PARKING BUMPER (PRECAST CONCRETE)	EA	10	50.00	500.00	52.00	520.00
22	152390	RELOCATE ROADSIDE SIGN	EA	8	125.00	1,000.00	130.00	1,040.00
23	566011	ROADSIDE SIGN - ONE POST	EA	4	415.00	1,660.00	425.00	1,700.00
24	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	750.00	1,500.00	2,300.00	4,600.00
25	015602	FUNDING AWARENESS SIGN	EA	2	500.00	1,000.00	1,200.00	2,400.00
26	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,100	3.50	3,850.00	3.70	4,070.00
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,200	2.00	4,400.00	2.00	4,400.00
28	850102	PAVEMENT MARKER (REFLECTIVE)	EA	150	4.00	600.00	4.00	600.00
29	010602	MISCELLANEOUS DIRECTED WORK	FA	1	30,000.00	30,000.00	30,000.00	30,000.00
SUB-TOTAL, ITEMS 1 - 29					447,420.00	447,420.00		454,610.00

ALTERNATE BID SCHEDULE 1 - CITY OF INDO						
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
30	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	800.00	800.00
31	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88A, CASE C]	EA	2	650.00	1,300.00
SUB-TOTAL, ITEMS 30 - 31					2,100.00	2,100.00

BASE BID SCHEDULE AND ALTERNATE BID SCHEDULE 1						
PROJECT TOTAL, ITEMS 1 - 31					449,520.00	463,110.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Van Buren Street, Street Reconstruction and Sidewalk Project
48th Avenue to Manila Avenue, Adjacent to the City of Indio**

Advertised: August 5, 2014 (Agenda Item: 3.42)

Addenda: 1 (8/21/2014)

Bids Open: 2 pm Date: Wednesday, August 27, 2014

PROJECT No. C1-0613 & C4-0049

BASE BID SCHEDULE		CONTRACT ITEM	UNITS	QUANTITY	Mamco, Inc. dba Alabbasi Riverside, CA 92504	
ITEM NO.	ITEM CODE				BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	10,000.00	10,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	10,000.00	10,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	56,869.29	56,869.29
4	170101	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00
5	160101	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00
6	066804	RELOCATE FENCE	LF	30	60.00	1,800.00
7	190101	ROADWAY EXCAVATION	CY	1,500	40.00	60,000.00
8	390130	HOT MIX ASPHALT (0.5')	TON	1,750	95.00	166,250.00
9	390130	HOT MIX ASPHALT (0.25')	TON	210	95.00	19,950.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	22.00	1,320.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,030	24.00	24,720.00
12	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	1,150	6.00	6,900.00
13	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	1,350	12.00	16,200.00
14	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	2,100	12.00	25,200.00
15	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	2,500.00	2,500.00
16	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	7	2,000.00	14,000.00
17	000001	ITEM DELETED PER ADDENDUM No. 1				
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	5,200	4.50	23,400.00
19	731530	MINOR CONCRETE (TEXTURED PAVING)	SQFT	1,300	9.00	11,700.00
20	840651	PAINTED STALL LINES AND PAVEMENT MARKINGS	LS	1	700.00	700.00
21	842000	PARKING BUMPER (PRECAST CONCRETE)	EA	10	55.00	550.00
22	152390	RELOCATE ROADSIDE SIGN	EA	8	140.00	1,120.00
23	566011	ROADSIDE SIGN - ONE POST	EA	4	450.00	1,800.00
24	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	3,000.00	6,000.00
25	015602	FUNDING AWARENESS SIGN	EA	2	1,000.00	2,000.00
26	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,100	4.00	4,400.00
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,200	2.00	4,400.00
28	850102	PAVEMENT MARKER (REFLECTIVE)	EA	150	5.00	750.00
29	010602	MISCELLANEOUS DIRECTED WORK	FA	1	30,000.00	30,000.00
SUB-TOTAL, ITEMS 1 - 29						522,529.29

ALTERNATE BID SCHEDULE 1 - CITY OF INDIO

30	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	2,500.00	2,500.00
31	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88A, CASE C]	EA	2	2,250.00	4,500.00
SUB-TOTAL, ITEMS 30 - 31						7,000.00

BASE BID SCHEDULE AND ALTERNATE BID SCHEDULE 1

PROJECT TOTAL, ITEMS 1 - 31						529,529.29
------------------------------------	--	--	--	--	--	-------------------



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
 Director of Transportation and
 Land Management

Transportation Department

Patricia Romo, P.E.
 Assistant Director of Transportation

ADDENDUM NUMBER 1

Dated August 21, 2014

to the
Specifications and Contract Documents
for the construction of

Van Buren Street
Street Reconstruction and Sidewalk Project
48th Avenue to Manila Avenue
Adjacent to the City of Indio
Project Nos. C1-0613 and C4-0049

Bids Due: Wednesday, August 27, 2014; 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 specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Bid (Proposal). Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted Bid (Proposal).

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 SPECIAL PROVISIONS:

Item 1: Revised Proposal. Refer to "Proposal" page B2. Proposal (page B2) is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**.

The following changes have been made to the Proposal:

- a. The following bid item has been deleted:
 - Item 17, "MINOR CONCRETE (DRIVEWAY)"

- b. The following bid items quantities have been revised:
- Item 22, "RELOCATE ROADSIDE SIGN
 - Item 23, "ROADSIDE SIGN – ONE POST
- c. The following bid items have been added:
- Item 30, "MINOR CONCRETE (CURB RAMP) (CRS 403 – CASE A)"
 - Item 31, "MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88A, CASE C]"

See Attachment "A"

Item 2: Alley Apron Clarification. Refer to construction note No. 25 on the plans, "CONSTRUCT MODIFIED ALLEY APRON PER RIV. CO. STD. 500".

Full compensation for constructing modified alley aprons shall be considered as included in the contract price paid per square foot for Minor Concrete (Driveway Approach) and shall include full compensation for furnishing all labor, materials, tools, and equipment and for doing all the work involved and no additional compensation will be allowed therefor.

Item 3: Minor Concrete (Textured Paving) Clarification. Refer to construction note No. 18 on the plans, "PLACE HARDSCAPE MATERIAL AS DIRECTED BY THE ENGINEER".

Full compensation for constructing hardscape material as directed by the Resident Engineer shall be considered as included in the contract price paid per square foot for Minor Concrete (Textured Paving) and shall include full compensation for furnishing all labor, materials, tools, and equipment and for doing all the work involved and no additional compensation will be allowed therefor.

Item 4: Minor Concrete (Textured Paving). The following Special Provisions regarding "Textured Paving – Decorative Colored Stamped Concrete" are added and made part hereof.

DECORATIVE COLORED STAMPED CONCRETE:

Decorative colored stamped concrete shall be constructed as shown on the construction plans and in accordance with Sections 51, 73 and 90 of the Standard Specifications, the recommendations of the tool and admixture manufacturers, and as directed by the Engineer. Preparation of subgrade for the decorative colored stamped concrete shall be performed in conformance with the requirements of Section 73-1.02 of the Standard Specifications.

Color:

Integral color shall be "5059 Sorrento Red" by L.M. Schofield Co., or close approximation as approved by the Engineer. The listed product is intended as a guideline, and products from alternate manufacturers will be accepted provided that the product and color are close approximations as determined by the Engineer.

Pattern:

The stamped concrete pattern shall be Lithotex Pavecrafters "300 Cobblestone – Random Interlocking" or "Running Bond Brick texture", or close approximation as approved by the Engineer. The listed product is intended as a guideline, and products from alternate manufacturers will be accepted provided that the product provides a pattern of the size and texture that is a close approximation to the guideline product.

The pattern shall be implanted, indented, imprinted or stamped into the surface by means of forms, molds, or other approved devices. The impressions shall be approximately 3/8 inch in width, and shall be ungrouted unless otherwise specified.

All decorative colored stamped concrete construction shall be performed by qualified personnel. The Contractor shall provide written evidence demonstrating to the satisfaction of the Engineer that the installer has successfully performed concrete placement and finishing work similar to that specified herein. Such evidence shall include past project documentation and references.

Payment for the construction of decorative colored stamped concrete shall include, but not be limited to, the following, which shall be considered as included in the unit price for Minor Concrete (Textured Paving):

1. Removal and disposal of existing surfacing, and existing soil and aggregate as required;
2. Establishing grades, and assuring that all grades are met;
3. Performing all grading and compaction;
4. All scoring/grooving, required saw cutting, and specified decorative pattern stamping;
5. Installing 1/2" wide expansion joints;
6. Construction of stamped concrete improvement, including furnishing and incorporating color admixtures, furnishing and applying color hardeners, furnishing and applying stamp devices and other work as required herein.

Method of Payment:

The contract bid price paid per square foot for Minor Concrete (Textured Paving) shall include full compensation for furnishing all labor, tools, material, equipment, and incidentals, and for doing all the work involved and complete in place and no additional compensation will be allowed therefor.

Item 5: Minor Concrete. Refer to section entitled "Minor Concrete" on pages 33 through 35 of the Special Provisions. The following paragraph is added and made part hereof.

"No vibratory equipment will be allowed in the vicinity of the market located at the northeast corner of Van Buren Street and Leyte Avenue".

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 6: Construction Note 13. Refer to plans sheets 2, 3, 4 and 5 of 5.
Delete construction note 13, "CONSTRUCT CURB RAMP CASE CM PER CALTRANS STD. NO. A88B, PER 2006 STD.," and replace with:

13 CONSTRUCT CURB RAMP CASE A PER RIV. CO. STD. NO. 403.

Item 7: Construction Note 8. Refer to plans sheets 2, 3, 4 and 5 of 5.
Delete construction note 8, "PLACE 0.50' H.M.A. TYPE "C" (1" MIX) IN 2 LIFTS," and replace with:

8 PLACE 0.50' HMA TYPE "C", 0.2' (3/4" MIX) OVER 0.3' (1" MIX)

Item 8: Replacement of callout note 8 at three locations. Refer to plans sheets 3, 4 and 5 of 5.

Replace callout note No. 8 found on Lingayan Avenue, Corregidor Avenue, and Leyte Avenue with callout note No. 17 for "PLACE 0.25 ASPHALT PAVEMENT AS SHOWN,"

Item 9: Add Construction Note 28. Refer to plans sheets 2, 3, 4 and 5 of 5.

The following Construction Note is added to the plans and made part hereof.

28 CONSTRUCT CURB RAMP CASE C PER CALTRANS STD A88A

Item 10: Replacement of callout note 14 at two locations. Refer to plans sheets 2 of 5.

Replace callout note No. 14 found on Access Ramp 10 and Access Ramp 11 details with callout note No. 28 for "CONSTRUCT CURB RAMP CASE C PER CALTRANS STD A88A."

Addendum No. 1
Van Buren Street, Street Reconstruction and Sidewalk Project
48th Avenue to Manila Avenue, Adjacent to the City of Indio
Project Nos. C1-0613 and C4-0049
August 21, 2014
Page 6 of 6

ATTACHMENTS

A – Revised Proposal

Van Buren Street, Street Reconstruction and Sidewalk Project
48th Avenue to Manila Avenue, Adjacent to the City of Indio
Project No. C1-0613 and C4-0049

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE						
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	170101	DEVELOP WATER SUPPLY	LS	1		
5	160101	CLEARING AND GRUBBING	LS	1		
6	066804	RELOCATE FENCE	LF	30		
7	190101	ROADWAY EXCAVATION	CY	1,500		
8	390130	HOT MIX ASPHALT (0.5')	TON	1,750		
9	390130	HOT MIX ASPHALT (0.25')	TON	210		
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60		
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,030		
12	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	1,150		
13	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	1,350		
14	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	2,100		
15	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1		
16	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	7		
17	000001	ITEM DELETED PER ADDENDUM No. 1	----	----	-----	-----
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	5,200		
19	731530	MINOR CONCRETE (TEXTURED PAVING)	SQFT	1,300		
20	840651	PAINTED STALL LINES AND PAVEMENT MARKINGS	LS	1		
21	842000	PARKING BUMPER (PRECAST CONCRETE)	EA	10		
22	152390	RELOCATE ROADSIDE SIGN	EA	8		
23	566011	ROADSIDE SIGN - ONE POST	EA	4		
24	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2		
25	015602	FUNDING AWARENESS SIGN	EA	2		
26	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,100		
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,200		
28	850102	PAVEMENT MARKER (REFLECTIVE)	EA	150		
29	010602	MISCELLANEOUS DIRECTED WORK	FA	1	30,000.00	30,000.00

BASE BID
SUB TOTAL: _____ \$
ITEMS 1-29 "WORDS"

ALTERNATE BID SCHEDULE 1 - CITY OF INDIO

30	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1		
31	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88A, CASE C]	EA	2		

ALTERNATE BID SCHEDULE 1
SUB TOTAL: _____ \$
ITEMS 30-31 "WORDS"

PROJECT TOTAL: _____ \$
ITEMS 1-31 "WORDS"

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 **Cooley Construction, Inc.**, hereafter called "Contractor".

W I T N E S S E T H

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Van Buren Street, Street Reconstruction and Sidewalk Project, 48th Avenue to Manila Avenue, Adjacent to the City of Indio, Project No. C1-0613 and C4-0049, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice Inviting Bids, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of **May 2006** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda **(One)**, (n) The Determination of Prevailing Wage Rates for Public Work, (o) Any Change Orders issued, (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

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.

**Van Buren Street
Street Reconstruction and Sidewalk Project
48th Avenue to Manila Avenue
Adjacent to the City of Indio
Project Nos. C1-0613 and C4-0049**

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE						
1	066102	DUST ABATEMENT	LS	1	7,300.00	7,300.00
2	074020	WATER POLLUTION CONTROL	LS	1	8,000.00	8,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	16,000.00	16,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00
5	160101	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00
6	066804	RELOCATE FENCE	LF	30	63.00	1,890.00
7	190101	ROADWAY EXCAVATION	CY	1,500	49.00	73,500.00
8	390130	HOT MIX ASPHALT (0.5')	TON	1,750	76.00	133,000.00
9	390130	HOT MIX ASPHALT (0.25')	TON	210	35.00	7,350.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	34.00	2,040.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,030	20.00	20,600.00
12	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	1,150	5.25	6,037.50
13	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	1,350	9.05	12,217.50
14	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	2,100	8.05	16,905.00
15	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	1,925.00	1,925.00
16	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	7	1,880.00	13,160.00
17	000001	ITEM DELETED PER ADDENDUM No. 1	----	----	-----	-----
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	5,200	4.25	22,100.00
19	731530	MINOR CONCRETE (TEXTURED PAVING)	SQFT	1,300	10.70	13,910.00
20	840651	PAINTED STALL LINES AND PAVEMENT MARKINGS	LS	1	680.00	680.00
21	842000	PARKING BUMPER (PRECAST CONCRETE)	EA	10	53.00	530.00
22	152390	RELOCATE ROADSIDE SIGN	EA	8	132.00	1,056.00
23	566011	ROADSIDE SIGN - ONE POST	EA	4	440.00	1,760.00

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE						
24	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	2,330.00	4,660.00
25	015602	FUNDING AWARENESS SIGN	EA	2	1,160.00	2,320.00
26	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,100	3.80	4,180.00
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,200	2.06	4,532.00
24	850102	PAVEMENT MARKER (REFLECTIVE)	EA	150	4.20	630.00
25	010602	MISCELLANEOUS DIRECTED WORK	FA	1	30,000.00	30,000.00

BASE BID SCHEDULE: Four hundred nineteen thousand, two hundred eighty three dollars and zero cents **\$419,283.00**
 ITEMS 1-29 "WORDS"

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE 1 - CITY OF INDIO						
30	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	0.00	0.00
31	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88A, CASE C]	EA	2	0.00	0.00

ALTERNATE BID SCHEDULE 1:
 ITEMS 30-31 **"Not Selected for Award"** \$ **0.00**
 "WORDS"

PROJECT TOTAL: Four hundred nineteen thousand, two hundred eighty three dollars and zero cents **\$419,283.00**
 ITEMS 1-31 "WORDS"

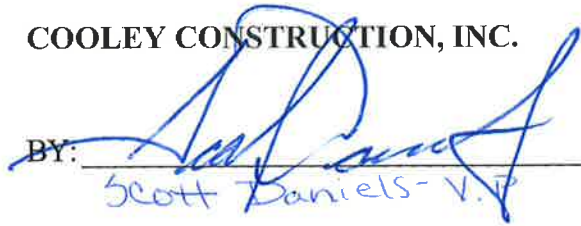
**Van Buren Street
Street Reconstruction and Sidewalk Project
48th Avenue to Manila Avenue
Adjacent to the City of Indio
Project Nos. C1-0613 and C4-0049**

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

COUNTY OF RIVERSIDE

COOLEY CONSTRUCTION, INC.

BY: _____
Chairman, Board of Supervisors

BY: 
Scott Daniels - V.P.

DATED: _____

TITLE: Vice President
(If Corporation, affix Seal)

ATTEST:
Kecia Harper-Ihem, Clerk of the Board

ATTEST:

Cheryl Olson

BY: _____
Deputy

TITLE: Assist. Secretary

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

License No. 348038

Federal Employer Identification Number:

95-3134038

FORM APPROVED COUNTY COUNSEL
BY: 
MARSHAL L. VICTOR
DATE: 10/8/14

BY _____
"County"

"Corporation"
(Seal)

ACKNOWLEDGMENT

State of California
County of San Bernardino)

On September 16, 2014 before me, Kelly Trentham, Notary Public
(insert name and title of the officer)

personally appeared Scott Daniels and Cheryl Olson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in
~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



MINUTES OF ACTION OF THE BOARD OF DIRECTORS

OF

COOLEY CONSTRUCTION, INC.

TAKEN WITHOUT A MEETING BY UNANIMOUS WRITTEN CONSENT

November 1, 2011

The actions described in these Minutes of Action were taken by the Board of Directors of the above named Corporation by unanimous written consent pursuant to a provision in the Corporation's Bylaws permitting such action to be taken.

The Directors hereby adopt the following recitals, resolutions, and statements:

Election of Officers

WHEREAS, the Board wishes to elect three additional Vice Presidents of the Corporation and to restate for clarification the slate of Officers as it exists for the current year.

NOW BE IT RESOLVED: That Benjamin Cooley, William Daniels, and Ronald Walker are hereby appointed as Vice Presidents of the Corporation to serve at the pleasure of the Board of Directors of the Corporation until the first meeting of the Board of Directors following the next annual meeting of the Shareholders of the Corporation and until their successors are elected and qualified or until their earlier resignation or removal;

RESOLVED FURTHER: That Glen Wesley Daniels and Scott C. Daniels, both of whom have previously served as Vice Presidents of the Company in a general capacity, are hereby designated and appointed to serve as Executive Vice Presidents, with authority to act for and on behalf of the Corporation in the absence of the President and to serve in their management capacities as Officers of the Corporation with authority superior to that of the other named and appointed Vice Presidents of the Corporation; and

RESOLVED FURTHER: That the entire slate of Officers of the Corporation for the current year is now constituted as follows:

<u>Name</u>	<u>Corporate Office Held</u>
Paul R. Cooley, Jr.	President
Glen Wesley Daniels	Executive Vice President and Chief Financial Officer
Scott C. Daniels	Executive Vice President and Secretary
Thomas Sternfeld	Vice President
Cheryl Olson	Vice President and Assistant Secretary
Benjamin Cooley	Vice President
William Daniels	Vice President
Ronald Walker	Vice President

Delegation of Authority to Officers

WHEREAS, the Bylaws of the Corporation provide that the Board of Directors of the Corporation may empower Officers or agents to execute contracts and instruments for and on behalf of the Corporation; and

WHEREAS, the Board of Directors deems it to be in the best interest of the Corporation to delegate such signing authority to the Officers of the Corporation.

NOW BE IT RESOLVED: That each and all of the current Officers of the Corporation, whether acting alone or in concert with any one or more of the others, are empowered with full authority to execute, sign, and deliver any and all documents, contracts, bids, and collateral agreements, and any amendments and modifications thereto, as may be necessary to cause the specified contracts which have been negotiated by the Officers to bind the Corporation to perform in accord with the terms and conditions of each such contract; and

RESOLVED FURTHER: That such authority granted to the Officers of the Corporation shall remain in effect until revoked by action of the Directors of the Corporation.

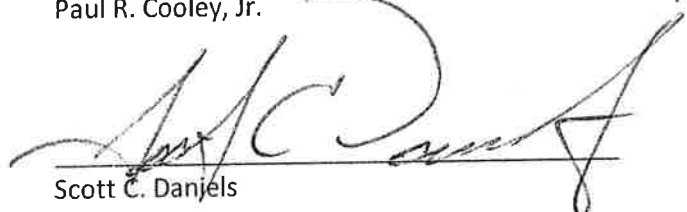
The undersigned, constituting all of the Directors of the Corporation, hereby adopt these Minutes of Action effective on and as of November 1, 2011.



Paul R. Cooley, Jr.



Glen Wesley Daniels



Scott C. Danjels

Performance Bond

Recitals:

1. **Cooley Construction, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Van Buren Street, Street Reconstruction and Sidewalk Project, 48th Avenue to Manila Avenue, Adjacent to the City of Indio, Project No. C1-0613 and C4-0049**.
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 **\$419,283.00 (Four hundred nineteen thousand, two hundred eighty three 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 _____

Title _____

Its Attorney in Fact
"Surety"

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are **Cooley 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 **\$419,283.00 (Four hundred nineteen thousand, two hundred eighty three 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 **Van Buren Street, Street Reconstruction and Sidewalk Project, 48th Avenue to Manila Avenue, Adjacent to the City of Indio, Project No. C1-0613 and C4-0049.**

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____
COUNTY OF _____

}

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Performance Bond

Recitals:

1. **Cooley Construction, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Van Buren Street, Street Reconstruction and Sidewalk Project, 48th Avenue to Manila Avenue, Adjacent to the City of Indio, Project No. C1-0613 and C4-0049**.
2. Fidelity and Deposit Company of Maryland, at _____ Maryland _____ 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 **\$419,283.00 (Four hundred nineteen thousand, two hundred eighty three 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 September 12, 2014
Cooley Construction, Inc.

By 
SCOTT DANIELS

Title Vice President
"Contractor"

(Corporate Seal)

Fidelity and Deposit Company of Maryland

By 
Type Name Betty L. Tolentino, Attorney-in-Fact

Its Attorney in Fact
"Surety"

(Corporate Seal)

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

ACKNOWLEDGMENT

State of California
County of San Bernardino)

On September 16, 2014 before me, Kelly Trentham, Notary Public
(insert name and title of the officer)

personally appeared Scott Daniels
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.

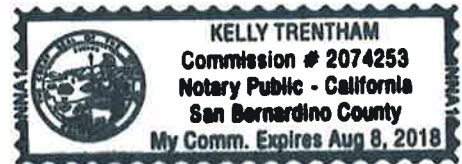
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Kelly Trentham

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On September 12, 2014 before me, Virginia L. Ledford-Black, Notary Public

personally appeared Betty L. Tolentino

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 Virginia L. Ledford-Black
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

**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 **Susan HECKER, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, Robert P. WRIXON, Kevin RE, Virginia L. BLACK, R.A. BASS and K. ZEROUNIAN, all of San Francisco, 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 24th day of October, A.D. 2012.

ATTEST:

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



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 24th day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, 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, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski

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





- Company Profile
- Company Search
- 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

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

Old Company Names	Effective Date
--------------------------	-----------------------

Agent For Service

KASHONDA LAWSON
 C/O CORPORATION SERVICE COMPANY
 2710 GATEWAY OAKS DRIVE, SUITE 150N
 SACRAMENTO CA 95833

Reference Information

NAIC #:	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

[back to top](#)

NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

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

[back to top](#)

Issued in Four Counterparts

Bond No. 9171705
Premium Included in
Performance Bond

Payment Bond

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

The makers of this Bond are **Cooley Construction, 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 **\$419,283.00 (Four hundred nineteen thousand, two hundred eighty three 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 **Van Buren Street, Street Reconstruction and Sidewalk Project, 48th Avenue to Manila Avenue, Adjacent to the City of Indio, Project No. C1-0613 and C4-0049.**

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: September 12, 2014

Cooley Construction, Inc.

Original Contractor – Principal

Fidelity and Deposit Company of Maryland

Surety

By 

Scott Daniels

By 

Betty L. Tolentino
Its Attorney In Fact

Title Vice President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____
COUNTY OF _____ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

ACKNOWLEDGMENT

State of California
County of San Bernardino)

On September 16, 2014 before me, Kelly Trentham, Notary Public
(insert name and title of the officer)

personally appeared Scott Daniels
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 Trentham (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On September 12, 2014 before me, Virginia L. Ledford-Black, Notary Public

personally appeared Betty L. Tolentino

Here Insert Name and Title of the Officer

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Virginia L. Ledford-Black
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

**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 **Susan HECKER, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, Robert P. WRIXON, Kevin RE, Virginia L. BLACK, R.A. BASS and K. ZEROUNIAN, all of San Francisco, 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 24th day of October, A.D. 2012.

ATTEST:

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



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 24th day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, 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, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski

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





- Company Profile
- Company Search
- 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

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

Old Company Names **Effective Date**

Agent For Service

KASHONDA LAWSON
 C/O CORPORATION SERVICE COMPANY
 2710 GATEWAY OAKS DRIVE, SUITE 150N
 SACRAMENTO CA 95833

Reference Information

NAIC #:	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

[back to top](#)

NAIC Group List

NAIC Group #: **0212** ZURICH INS GRP

Lines Of Business

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

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

[back to top](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2014

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

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

PRODUCER LIC #0451956 Wayne Evans Insurance Agency 34590 County Line Road Suite 6 Yucaipa CA 92399-	CONTACT NAME: Matt Evans	
	PHONE (A/C, No, Ext): (909) 795-9885 FAX (A/C, No): (909) 795-9886	
INSURED Cooley Construction, Inc. P.O. Box 401810 Hesperia CA 92340-	E-MAIL ADDRESS: mattryanevans@aol.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: GEMINI INSURANCE COMPANY	10833
	INSURER B: TRAVELERS IND CO OF CT	25682
	INSURER C: STARR IND & LIAB CO	38318
	INSURER D: TRAVELERS PROP CAS CO OF AMER	25674
	INSURER E: ENDURANCE SOLUTIONS RISK ASSURA 43630	
	INSURER F:	

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 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	VFGP001628	08/01/2014	08/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE \$ 5,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	DT-810-6E610337-TCT-14	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		1000021133	08/01/2014	08/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
E	EXCESS LIAB CLAIMS-MADE DED RETENTION \$		EXC10005346900	08/01/2014	08/01/2015	OCC: \$4,000,000 AGG \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	DTJ-UB-6E61033-7-14	08/01/2014	08/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	CONTRACTORS EQUIPMENT		QT-660-6E423058-TIL-14	06/01/2014	06/01/2015	LIMIT 350,000 DEDUCTIBLE 1,000

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

RE: VAN BUREN STREET - STREET RECONSTRUCTION AND SIDEWALK PROJECT, 48TH AVENUE TO MANILA AVENUE, ADJACENT TO THE CITY OF INDIIO. PROJECT NO. C1-0613 AND C4-0049

CCI# 3669

CERTIFICATE HOLDER () - () - COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT ATTN: CONTRACTS/BIDDING UNIT 3525 14TH STREET RIVERSIDE CA 92501-	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
--	---

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY WAYNE EVANS INSURANCE AGENCY		NAMED INSURED Cooley Construction, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE: 08/01/2014	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

COUNTY OF RIVERSIDE, ITS DIRECTOR, OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES; CITY OF INDIO, ITS DIRECTORS, OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES; AND CITY OF COACHELLA ITS DIRECTORS, OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE NAMED ADDITIONAL INSURED ON POLICY# VFGP001628 & 810 6E610337 AND PROVIDED WAIVER OF SUBROGATION ON POLICY# UB 6E610337 PER FORMS ATTACHED.

RE: VAN BUREN STREET - STREET RECONSTRUCTION AND SIDEWALK PROJECT, 48TH AVENUE TO MANILA AVENUE, ADJACENT TO THE CITY OF INDIO. PROJECT NO. C1-0613 AND C4-0049
CCI# 3669

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

- A. **Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- 2. Exclusions**
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. "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 site 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.



MORLEY WAYNE EVANS - BROKER

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 or organization when you and such person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you and the additional insured have agreed in writing in a contract prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

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



MORLEY WAYNE EVANS - BROKER

Policy: VFGP001628
Insured Name: Cooley Construction, Inc.
Number: 20

CG 20 01 04 13

Effective Date: 08/01/2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



MORLEY WAYNE EVANS - BROKER

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.

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

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.

COMMERCIAL AUTO

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".

COMMERCIAL AUTO

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.



MORLEY WAYNE EVANS - BROKER



ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: DTJ-UB-6E61033-7-14

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be 01.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION
FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.

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
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by

DATE OF ISSUE: 08-01-14 ST ASSIGN:



WAYNE EVANS
INSURANCE AGENCY

License # 0451956

September 25, 2014

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

Re: Cooley Construction
Excess Liability Policies:

Starr Indemnity & Liability Company – Policy# 1000021133

Endurance Solutions Risk Assurance – Policy# EXC1005346900

This letter is to confirm that the Excess Liability policies referenced above follow the form of the underlying liability policies.

Best Regards,

A handwritten signature in black ink, appearing to read 'Matt Evans', written over a horizontal line.

Matt Evans

Broker

Phone: (909) 795-9885

wayneeins@aol.com

Fax: (909) 795-9886

34590 County Line Road, Suite 6 • Yucaipa, California 92399

SERVING CALIFORNIA'S BUSINESS COMMUNITY SINCE 1972



Insurance Protection for All Californians

List of Approved

Surplus Line Insurers (LASLI)

Please use the "Find" option in the "Edit" menu of your browser to search for a particular company.

List is current as of: September 10, 2014

[A](#) | [B - D](#) | [E - G](#) | [H - L](#) | [M - P](#) | [Q - Z](#)

E - G

Insurer	Date Approved
Empire Indemnity Insurance Company (Oklahoma)	12/01/1995
Endurance American Specialty Insurance Company (Delaware) (Name changed from Traders & Pacific Insurance Company effective 06/08/2006)	02/23/1996
Energy Insurance Mutual Limited (Barbados)	12/17/1997
Essex Insurance Company (Delaware)	07/06/1995
Evanston Insurance Company (Illinois)	08/11/1995
Everest Indemnity Insurance Company (Delaware)	08/14/1998
Executive Risk Specialty Insurance Company (Connecticut)	09/01/1995
Fireman's Fund Insurance Company of Ohio (Ohio)	05/19/1999
First Mercury Insurance Company (Illinois)	10/16/1997
First Specialty Insurance Corporation (Missouri)	09/01/1995
Founders Insurance Company (Illinois)	10/16/2007
Gemini Insurance Company (Delaware)	02/23/1998
General Security Indemnity Company of Arizona (Arizona) (Name changed from Fulcrum Insurance Company effective 05/03/2002)	09/01/1995

Company Profile



- Company Profile
- Company Search
- 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 INDEMNITY COMPANY OF CONNECTICUT (THE)
ONE TOWER SQUARE
HARTFORD, CT 06183-1190

Old Company Names	Effective Date
EQUITABLE FIRE AND MARINE INSURANCE COMPANY	10/08/1971
TRAVELERS INDEMNITY COMPANY OF RHODE ISLAND (THE)	09/12/1995

Agent For Service

KASHONDA LAWSON
C/O CORPORATION SERVICE COMPANY
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO CA 95833

Reference Information

NAIC #:	25682
California Company ID #:	0056-2
Date Authorized in California:	06/28/1890
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
DISABILITY
FIRE
LEGAL INSURANCE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

[back to top](#)

© 2008 California Department of Insurance

Company Profile



- Company Profile
- Company Search
- 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

STARR INDEMNITY & LIABILITY COMPANY

399 PARK AVENUE, 8TH FLOOR
NEW YORK, NY 10022
800-344-2275

Old Company Names	Effective Date
REPUBLIC INSURANCE COMPANY	02/11/2009

Agent For Service

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

Reference Information

NAIC #:	38318
California Company ID #:	2377-0
Date Authorized in California:	06/30/1980
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	TEXAS

[back to top](#)

NAIC Group List

NAIC Group #: 4670 Starr 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

[back to top](#)



- Company Profile
- Company Search
- 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 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

KASHONDA LAWSON
C/O CORPORATION SERVICE COMPANY
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO CA 95833

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

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

back to top



- Company Profile
- Company Search
- 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

ENDURANCE RISK SOLUTIONS ASSURANCE CO.
4 MAINHATTANVILLE ROAD
PURCHASE, NY 10577

Old Company Names	Effective Date
AMERICAN MERCHANTS CASUALTY COMPANY	07/21/2010

Agent For Service

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

Reference Information

NAIC #:	43630
California Company ID #:	3168-2
Date Authorized in California:	09/20/1988
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

back to top

NAIC Group List

NAIC Group #: 3786 Endurance 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
- BURGLARY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS

back to top

Bid

Date: 8/27/14

To: County of Riverside, hereafter called "County"; COOLEY CONSTRUCTION, INC.
P.O. BOX 401810
Bidder: _____ HESPERIA, CA 92340
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Van Buren Street, Street Reconstruction and Sidewalk Project, 48th Avenue to Manila Avenue, Adjacent to the City of Indio, Project Nos. C1-0613 and C4-0049 hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** _____ (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor (not by telephone or facsimile) before the time specified in the Notice Inviting Bids for the public opening of bids, this Bid constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Bids and to waive any irregularities or informalities contained in a Bid.
3. To execute the Contract and deliver the Performance Bond, Payment Bond and Insurance Certificate with endorsements, that comply with the requirements set forth in the Instruction to Bidders and General Conditions, within ten (10) business days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract shall constitute a written memorial thereof.
5. To submit to the County such information as County may require determining whether a particular Bid is the lowest responsible bid submitted.
6. That the accompanying Bid Bond, certified check or cashier's check is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Contract and deliver the required bonds within ten (10) business days after notice of award. If Contractor fails to execute and deliver said documents, the bond or check is to be charged with the costs of the resultant damages to the County, including but not limited to: publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done for the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this Bid the Contractor certifies that the representations made therein are made under penalty of perjury.

Van Buren Street, Street Reconstruction and Sidewalk Project
48th Avenue to Manila Avenue, Adjacent to the City of Indio
Project No. C1-0613 and C4-0049

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE						
1	066102	DUST ABATEMENT	LS	1	7300.00	7300.00
2	074020	WATER POLLUTION CONTROL	LS	1	8000.00	8000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	14000.00	14000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	3000.00	3000.00
5	160101	CLEARING AND GRUBBING	LS	1	10000.00	10000.00
6	066804	RELOCATE FENCE	LF	30	63.00	1890.00
7	190101	ROADWAY EXCAVATION	CY	1,500	49.00	73500.00
8	390130	HOT MIX ASPHALT (0.5')	TON	1,750	76.00	133,000.00
9	390130	HOT MIX ASPHALT (0.25')	TON	210	35.00	7350.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	34.00	2040.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,030	20.00	20600.00
12	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	1,150	5.25	6037.50
13	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	1,350	9.05	12217.50
14	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	2,100	8.05	16905.00
15	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	1925.00	1925.00
16	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	7	1880.00	13160.00
17	000001	ITEM DELETED PER ADDENDUM No. 1	----	----	-----	-----
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	5,200	4.25	22100.00
19	731530	MINOR CONCRETE (TEXTURED PAVING)	SQFT	1,300	10.70	13910.00
20	840651	PAINTED STALL LINES AND PAVEMENT MARKINGS	LS	1	680.00	680.00
21	842000	PARKING BUMPER (PRECAST CONCRETE)	EA	10	53.00	530.00
22	152390	RELOCATE ROADSIDE SIGN	EA	8	132.00	1056.00
23	566011	ROADSIDE SIGN - ONE POST	EA	4	440.00	1760.00
24	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	2330.00	4660.00
25	015602	FUNDING AWARENESS SIGN	EA	2	1160.00	2320.00
26	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,100	3.80	4180.00
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,200	2.06	4532.00
28	850102	PAVEMENT MARKER (REFLECTIVE)	EA	150	4.20	630.00
29	010602	MISCELLANEOUS DIRECTED WORK	FA	1	30,000.00	30,000.00

BASE BID
SUB TOTAL: FOUR HUNDRED, NINETEEN THOUSAND, TWO HUNDRED EIGHTY-THREE \$ 419,283.00
ITEMS 1-29 "WORDS" DOLLARS AND ZERO CENTS

ALTERNATE BID SCHEDULE 1 - CITY OF INDIO

30	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	4050.00	4050.00
31	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88A, CASE C]	EA	2	2270.00	4540.00

ALTERNATE BID SCHEDULE 1
SUB TOTAL: EIGHT THOUSAND, FIVE HUNDRED NINETY DOLLARS AND ZERO CENTS \$ 8590.00
ITEMS 30-31 "WORDS"

PROJECT TOTAL: FOUR HUNDRED TWENTY-SEVEN THOUSAND, EIGHT HUNDRED \$ 427,873.00
ITEMS 1-31 "WORDS" SEVENTY-THREE DOLLARS AND ZERO CENTS.

Van Buren Street
 Street Reconstruction and Sidewalk Project
 48th Avenue to Manila Avenue
 Adjacent to the City of Indio
 Project No. C1-0613 and C4-0049

COOLEY CONSTRUCTION, INC.
 P.O. BOX 401810
 HESPERIA, CA 92340

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	170101	DEVELOP WATER SUPPLY	LS	1		
5	160101	CLEARING AND GRUBBING	LS	1		
6	066804	RELOCATE FENCE	LF	30		
7	190101	ROADWAY EXCAVATION	CY	1,500		
8	390130	HOT MIX ASPHALT (0.5')	TON	1,750		
9	390130	HOT MIX ASPHALT (0.25')	TON	210		
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60		
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,030		
12	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	1,150		
13	017302	MINOR CONCRETE (CROSS GUTTER) (CRS 209)	SQFT	1,350		
14	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	2,100		
15	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1		
16	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	7		
17	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,150		
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	5,200		
19	731530	MINOR CONCRETE (TEXTURED PAVING)	SQFT	1,300		
20	840651	PAINTED STALL LINES AND PAVEMENT MARKINGS	LS	1		
21	842000	PARKING BUMPER (PRECAST CONCRETE)	EA	10		
22	152390	RELOCATE ROADSIDE SIGN	EA	10		
23	566011	ROADSIDE SIGN - ONE POST	EA	2		
24	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2		
25	015602	FUNDING AWARENESS SIGN	EA	2		
26	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,100		
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,200		
28	850102	PAVEMENT MARKER (REFLECTIVE)	EA	150		
29	010602	MISCELLANEOUS DIRECTED WORK	FA	1	30,000.00	30,000.00

PROJECT TOTAL: _____ \$ _____
 ITEMS 1-29 "WORDS"

Bidder Data and Signature

Name of Bidder: Cooley Construction Inc

Type of organization: Corp

Person(s) authorized to sign for Bidder: _____

Paul Cooley Pres

Scott Daniels VP/Sec

Glen Daniels VP/Treas

Thomas Sternfeld VP

Note:

If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.

If Bidder is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.

If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.

If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

Business Street Address: 17525 Eucalyptus St Hesperia CA
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: COOLEY CONSTRUCTION, INC.

P.O. Box- Number: P.O. BOX 401810
HESPERIA, CA 92340

P.O. Box- City, State, Zip Code: _____

Phone: (760) 948-8400

Facsimile: (760) 948-8439

E-mail: estimating@cciaad.com

Contractor's license number: 348038 A

License Classification(s): A

Expiration date: 2/2015

Bidder Data and Signature (continued)

Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least ten (10) percent of the total bid for:

**Van Buren Street
Street Reconstruction and Sidewalk Project
48th Avenue to Manila Avenue
Adjacent to the City of Indio
Project No. C1-0613 and C4-0049**

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page B1 of this Bid.

Signature:



Name (printed):

Thomas Sternfeld

Title:

VP

Codex Construction Inc

"Contractor"

Subcontractor List

Bidder/Contractor submits the following complete list of each Subcontractor who will perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid or \$10,000 whichever is greater.

Check box on right side of row if any construction item, for the listed Subcontractor, is partial work. If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portion(s) of the work to be performed by the different subcontractors or Bidder/Contractor will be subject to provisions of Public Contract Code Section 4106.

Name of Bidder (Prime/General Contractor): Cooley Construction Inc

	Subcontractor Name	License Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	ARCHULTA CONCRETE	672066	BRUNNADA DUNES, CA	11, 12, 13, 14, 15, 16, 18, 19 20, 31 MINOR CONCRETE	<input checked="" type="checkbox"/>
2.	SUPERIOR PAVEMENT MARKING	776308	BEAUMONT, CA	20, 21, 22, 23, 26, 27, 28 STRIPING/MARKING	<input type="checkbox"/>
3.	PAVEMENT RECYCLING SYSTEM	564352	JURUPA VALLEY, CA	7 GRINDING	<input checked="" type="checkbox"/>
4.					<input type="checkbox"/>
5.					<input type="checkbox"/>
6.					<input type="checkbox"/>
7.					<input type="checkbox"/>

(If applicable, check box.) Additional information for Subcontractor List is attached to this Bid. (A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: 26 %

Note: A minimum of 50% of the work is required to be performed by the prime/general Contractor.

Non-Collusion Declaration

To be executed by bidder and submitted with bid.
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares:

I am the Vice President (Title) of Cooley Construction Inc (company),
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

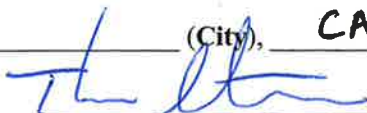
All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

August (Month) 27 (Day) of 2014 (Year),
at Hesperia (City), CA (State).

Signature of Declarant:



Printed name of Declarant:

Thomas Stenfeld

Name of Bidder (Company):

Cooley Construction Inc

Title or Office:

VP

Note: Notarization of signature required.

Check box if attachment is included.

ACKNOWLEDGMENT

State of California
County of San Bernardino)

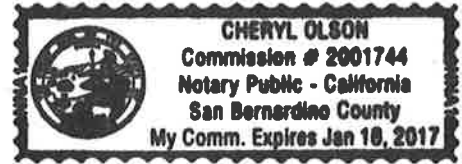
On August 27, 2014 before me, Cheryl Olson, Notary Public
(insert name and title of the officer)

personally appeared Thomas Sternfeld _____,
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 Cheryl Olson (Seal)



Iran Contracting Act
(Public Contract Code sections 2200-2208)

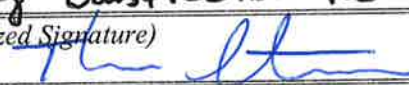
Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i> Cooley Construction Inc		<i>Federal ID Number (or n/a)</i> 95 - 3134038
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Thomas Sternfeld VP		
<i>Date Executed</i> 8/27/14	<i>Executed in</i> Hesperia CA	

Option #2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	



Juan C. Perez, P.E., T.E.
Director of Transportation and
Land Management

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
Assistant Director of Transportation

Transportation Department

ADDENDUM NUMBER 1

Dated August 21, 2014

**to the
Specifications and Contract Documents
for the construction of**

**Van Buren Street
Street Reconstruction and Sidewalk Project
48th Avenue to Manila Avenue
Adjacent to the City of Indio
Project Nos. C1-0613 and C4-0049**

Bids Due: Wednesday, August 27, 2014; 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 specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Bid (Proposal). Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted Bid (Proposal).

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 SPECIAL PROVISIONS:

Item 1: Revised Proposal. Refer to "Proposal" page B2. Proposal (page B2) is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**.

The following changes have been made to the Proposal:

- a. The following bid item has been deleted:
 - Item 17, "MINOR CONCRETE (DRIVEWAY)"

- b. The following bid items quantities have been revised:
- Item 22, "RELOCATE ROADSIDE SIGN
 - Item 23, "ROADSIDE SIGN – ONE POST
- c. The following bid items have been added:
- Item 30, "MINOR CONCRETE (CURB RAMP) (CRS 403 – CASE A)"
 - Item 31, "MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88A, CASE C]"

See Attachment "A"

Item 2: Alley Apron Clarification. Refer to construction note No. 25 on the plans, "CONSTRUCT MODIFIED ALLEY APRON PER RIV. CO. STD. 500".

Full compensation for constructing modified alley aprons shall be considered as included in the contract price paid per square foot for Minor Concrete (Driveway Approach) and shall include full compensation for furnishing all labor, materials, tools, and equipment and for doing all the work involved and no additional compensation will be allowed therefor.

Item 3: Minor Concrete (Textured Paving) Clarification. Refer to construction note No. 18 on the plans, "PLACE HARDSCAPE MATERIAL AS DIRECTED BY THE ENGINEER".

Full compensation for constructing hardscape material as directed by the Resident Engineer shall be considered as included in the contract price paid per square foot for Minor Concrete (Textured Paving) and shall include full compensation for furnishing all labor, materials, tools, and equipment and for doing all the work involved and no additional compensation will be allowed therefor.

Item 4: Minor Concrete (Textured Paving). The following Special Provisions regarding "Textured Paving – Decorative Colored Stamped Concrete" are added and made part hereof.

DECORATIVE COLORED STAMPED CONCRETE:

Decorative colored stamped concrete shall be constructed as shown on the construction plans and in accordance with Sections 51, 73 and 90 of the Standard Specifications, the recommendations of the tool and admixture manufacturers, and as directed by the Engineer. Preparation of subgrade for the decorative colored stamped concrete shall be performed in conformance with the requirements of Section 73-1.02 of the Standard Specifications.

Color:

Integral color shall be "5059 Sorrento Red" by L.M. Schofield Co., or close approximation as approved by the Engineer. The listed product is intended as a guideline, and products from alternate manufacturers will be accepted provided that the product and color are close approximations as determined by the Engineer.

Pattern:

The stamped concrete pattern shall be Lithotex Pavecrafters "300 Cobblestone – Random Interlocking" or "Running Bond Brick texture", or close approximation as approved by the Engineer. The listed product is intended as a guideline, and products from alternate manufacturers will be accepted provided that the product provides a pattern of the size and texture that is a close approximation to the guideline product.

The pattern shall be implanted, indented, imprinted or stamped into the surface by means of forms, molds, or other approved devices. The impressions shall be approximately 3/8 inch in width, and shall be ungrouted unless otherwise specified.

All decorative colored stamped concrete construction shall be performed by qualified personnel. The Contractor shall provide written evidence demonstrating to the satisfaction of the Engineer that the installer has successfully performed concrete placement and finishing work similar to that specified herein. Such evidence shall include past project documentation and references.

Payment for the construction of decorative colored stamped concrete shall include, but not be limited to, the following, which shall be considered as included in the unit price for Minor Concrete (Textured Paving):

1. Removal and disposal of existing surfacing, and existing soil and aggregate as required;
2. Establishing grades, and assuring that all grades are met;
3. Performing all grading and compaction;
4. All scoring/grooving, required saw cutting, and specified decorative pattern stamping;
5. Installing 1/2" wide expansion joints;
6. Construction of stamped concrete improvement, including furnishing and incorporating color admixtures, furnishing and applying color hardeners, furnishing and applying stamp devices and other work as required herein.

Method of Payment:

The contract bid price paid per square foot for Minor Concrete (Textured Paving) shall include full compensation for furnishing all labor, tools, material, equipment, and incidentals, and for doing all the work involved and complete in place and no additional compensation will be allowed therefor.

Item 5: Minor Concrete. Refer to section entitled "Minor Concrete" on pages 33 through 35 of the Special Provisions. The following paragraph is added and made part hereof.

"No vibratory equipment will be allowed in the vicinity of the market located at the northeast corner of Van Buren Street and Leyte Avenue".

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 6: Construction Note 13. Refer to plans sheets 2, 3, 4 and 5 of 5.
Delete construction note 13, "CONSTRUCT CURB RAMP CASE CM PER CALTRANS STD. NO. A88B, PER 2006 STD.," and replace with:

13 CONSTRUCT CURB RAMP CASE A PER RIV. CO. STD. NO. 403.

Item 7: Construction Note 8. Refer to plans sheets 2, 3, 4 and 5 of 5.
Delete construction note 8, "PLACE 0.50' H.M.A. TYPE "C" (1" MIX) IN 2 LIFTS," and replace with:

8 PLACE 0.50' HMA TYPE "C", 0.2' (3/4" MIX) OVER 0.3' (1" MIX)

Item 8: Replacement of callout note 8 at three locations. Refer to plans sheets 3, 4 and 5 of 5.

Replace callout note No. 8 found on Lingayan Avenue, Corregidor Avenue, and Leyte Avenue with callout note No. 17 for "PLACE 0.25 ASPHALT PAVEMENT AS SHOWN,"

Item 9: Add Construction Note 28. Refer to plans sheets 2, 3, 4 and 5 of 5.

The following Construction Note is added to the plans and made part hereof.

28 CONSTRUCT CURB RAMP CASE C PER CALTRANS STD A88A


Item 10: Replacement of callout note 14 at two locations. Refer to plans sheets 2 of 5.

Replace callout note No. 14 found on Access Ramp 10 and Access Ramp 11 details with callout note No. 28 for "CONSTRUCT CURB RAMP CASE C PER CALTRANS STD A88A."

Addendum No. 1
Van Buren Street, Street Reconstruction and Sidewalk Project
48th Avenue to Manila Avenue, Adjacent to the City of Indio
Project Nos. C1-0613 and C4-0049
August 21, 2014
Page 5 of 6

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

Recommended by:

 8-21-14
Michael O. Mueeting, PE



Concurrence:

 8/21/14
Khalid Nasim, PE
Engineering Division Manager

Acknowledged:


(Contractor)

Date:

8/27/14

JRJ:jj:r

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).

Addendum No. 1
Van Buren Street, Street Reconstruction and Sidewalk Project
48th Avenue to Manila Avenue, Adjacent to the City of Indio
Project Nos. C1-0613 and C4-0049
August 21, 2014
Page 6 of 6

ATTACHMENTS

A – Revised Proposal

COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Francisco }

On August 7, 2014 before me, Virginia L. Ledford-Black, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Betty L. Tolentino
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Virginia L. Ledford-Black
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

COPY

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 **Susan HECKER, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, Robert P. WRIXON, Kevin RE, Virginia L. BLACK, R.A. BASS and K. ZEROUNIAN, all of San Francisco, 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 24th day of October, A.D. 2012.

ATTEST:

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



Gregory E. Murray

By: _____

Assistant Secretary
Gregory E. Murray

Thomas O. McClellan

Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 24th day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, 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



COPY

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 7th day of August, 2014.



Geoffrey Delisio

Geoffrey Delisio, Vice President



- Company Profile
- Company Search
- 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

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

Old Company Names	Effective Date
--------------------------	-----------------------

Agent For Service

KASHONDA LAWSON
 C/O CORPORATION SERVICE COMPANY
 2710 GATEWAY OAKS DRIVE, SUITE 150N
 SACRAMENTO CA 95833

Reference Information

NAIC #:	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

[back to top](#)

NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

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

[back to top](#)