

BY: M. B. Victor
MARSHAL VICTOR
4/22/10
DATE

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

683



FROM: Redevelopment Agency

SUBMITTAL DATE:
April 8, 2010

SUBJECT: Rubidoux Boulevard Street Improvement Project Phase II – Project Award

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings:
 - a) The Rubidoux Boulevard Street Improvement Project Phase II ("Project") is of primary benefit to the Jurupa Valley Redevelopment Project Area (JVPA) by helping to eliminate blight within the Project Area by improving sidewalks, streets, curb and gutters and installing 14 new street lights;
 - b) No other reasonable means of financing the project are available to the community because the County General Fund does not have the funds needed for the project; and

(Continued)

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 517,935.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

Policy
 Policy
 Consent
 Consent
 Dept's Recomm.:
 Per Exec. Ofc.:

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 4, 2010
xc: RDA, EDA

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

(Comp. Item 3.41)

Prev. Agn. Ref.: 4.3 of 1/26/2010 **District:** 2 **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

4.4

RECOMMENDED MOTION (Continued):

- c) The improvements are consistent with the Implementation Plan for the Jurupa Valley Redevelopment Project Area, which identifies road infrastructure as a necessary improvement for the community.
- 2. Waive any minor irregularities, accept and award the construction contract to the lowest responsive bidder Kormx, Inc., in the amount of \$334,486.00;
- 3. Authorize the Chairman to sign the contract document on behalf of the Board;
- 4. Delegate change order authority to the Executive Director of the Redevelopment Agency, or designee, in accordance with the public contract code; and
- 5. Approve a total project budget of \$517,935.00.

BACKGROUND: On January 26, 2010, the Board approved the plans and specifications and authorized the Clerk of the Board to advertise the Notice Inviting Bids for the Rubidoux Boulevard Street Improvement Project Phase II. The project was advertised on the Riverside County Economic Development website on January 26, 2010, and in the Press Enterprise on January 29, 2010, and February 5, 2010. On March 3, 2010, at 2:00 p.m., 11 sealed bids were received and opened by the Clerk of the Board. Upon detailed review by County Counsel and staff, it was determined that the lowest and most responsive bid was submitted by Kormx, Inc in the amount of \$334,486.00.

This project will assist in the elimination of physical blight by improving pedestrian access within the Project Area by constructing infill sidewalks, repairing existing sidewalks, providing full curb and gutter improvements, and restriping the roadway on both sides of Rubidoux Boulevard from Mission Boulevard to State Highway 60.

This project is categorically exempt under CEQA guidelines 15301 (c). In addition, the Agency filed a notice of exemption with the County Clerk on March 9, 2010, which is required under CEQA guidelines 15062 (c).

Staff recommends that the Board of Directors award the contract to the lowest qualified and responsive bidder, Kormx, Inc., in the amount of \$334,4856.00, delegate change order authority to the Executive Director of the Redevelopment Agency (or designee) and approve the project budget as follows:

<u>Project Budget:</u>	
Construction	\$334,486.00
Contingency (10%)	\$33,449.00
Permits and inspection fees	\$50,000.00
Utility fees	\$50,000.00
Miscellaneous construction cost	\$50,000.00
Total:	\$517,935.00

AGREEMENT FORM

THIS AGREEMENT entered into this 4th day of May, 20 10, by and between _____, hereinafter called the "Contractor" and the COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY, hereinafter called the "Owner".

WITNESSETH

That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, the Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, Specific Conditions, and this Agreement. All contract documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all contract documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials for the construction of: I in strict accordance with the plans and specifications dated, 1/19/10, prepared by Mark Verrengia, hereinafter called the "Engineer", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Engineer and shall be completed within **forty-five (45) working days** from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____ Dollars (\$ 334,485.16), being the total of the Base Bid.

The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code Section 1861, the Contractor gives the following certifications: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in _____ counterparts.

Type of Contractor's organization _____

If other than individual or corporation, list names of all members who have authority to bind firm.

Corporation _____

IF OTHER THAN CORPORATION EXECUTE HERE

STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)

Attest: _____ Firm Name _____

Signature _____

Address _____
Contractor's License No. _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation Joe Uribe Cardenas
Name of Secretary of Corporation Joe Uribe Cardenas
Corporation is organized under the laws of the state of California
Firm Name Kormx, Inc.
Signature Joe Uribe Cardenas
Title of Office _____
Address 19314 Avenida Del Sol
Walnut CA 91789
Contractor's License No. 417430

AFFIX
SEAL

ATTEST:
KECIA HARPER-IHEM, Clerk
By [Signature]
DEPUTY

Seal

Owner
MARION ASHLEY
By [Signature]
Chairman, Board of Directors

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD – PHASE II (Between Mission Blvd. and State Route 60)**

BD-35

MAY 04 2010 4:4

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 4/22/10
MARSHAL L. VICTOR DATE

BOND NO. 20-SBA-300290
Premium Included in
Performance Bond.

PAYMENT BOND
(Public Work - Civil code Section 3247 et seq.)

The makers of this bond are Kormx, Inc., as Principal and Original Contractor, and American Safety Casualty Insurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this bond is issued in conjunction with that certain public works contract dated _____, between Principal and *, a public entity, as Owner, for \$ 334,485.16, the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of Rubidoux Boulevard Street Improvement Project Phase II.

*The Redevelopment Agency for the County of Riverside,
The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 4250 and 3252 of said Code. Without notice, Surety consents to extension of time or performance, change in requirements, amount of compensation, or repayment under said contract.

DATED: April 7, 2010

KORMX, INC.

AMERICAN SAFETY CASUALTY
INSURANCE Surety COMPANY

Original Contractor - Principal

By Pietro Micciche
Its Attorney in Fact
(Corporate Seal) Pietro Micciche

By [Signature]
Title President
(If corporation, affix seal)

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

SURETYS ACKNOWLEDGMENT

On 4/12/10, before me personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as attorney in fact of _____, a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own as its attorney in fact.

Notary Public (Seal)

Approved as to form:

Agency Counsel

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On April 7, 2010 before me, M. S. Rodriguez, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared PIETRO MICCICHE

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 M. S. Rodriguez
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: _____

NOTARY PUBLIC
M. S. RODRIGUEZ
LOS ANGELES COUNTY
COMMISSION # 123456
MY COM. EXPIRES JAN 1, 2014

State of California)
County of Los Angeles)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 4/12/10 before me, Joseph Cardenas, Notary Public
(here insert name and title of the officer)

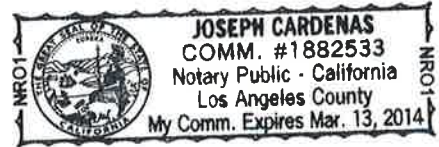
personally appeared Joe U. Cardenas

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 Joseph Cardenas



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s) _____

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

BOND NO. 20-SBA-300290
Premium: \$6,690.00

PERFORMANCE BOND

Based On
Contract Price

The makers of this bond, Kormx, Inc., as Principal, and
* _____, as Surety, are held and firmly bound unto ** _____, hereinafter called the
Owner, in the sum of \$ 334,485.16, dollars for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by
these presents. *American Safety Casualty Insurance Company

**The Redevelopment Agency for the County of Riverside,
The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto
attached, with the Owner, dated April 12, 2010, for the construction of
Rubidoux, in accordance with plans and specifications, dated _____, 20 .

Boulevard Street Improvement Project Phase II,
Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenants,
terms, conditions and agreements of said contract during the original term of said contract and any
extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the
life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the
undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications
of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full
force and virtue. Without notice, Surety consents to extension of time for performance, change in
requirements, change in compensation, or prepayment under said contract.

DATED: April 7, 2010.
AMERICAN SAFETY CASUALTY
INSURANCE COMPANY

SURETY

PRINCIPAL
KORMX, INC.
By [Signature]
Title President
(If corporation, affix seal)

By [Signature]
Its Attorney in Fact
Pietro Micciche

(NOTE: This bond must be executed by both parties, with corporate seals affixed. All signatures must be acknowledged. Attach acknowledgments.)

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles



On April 7, 2010 before me, M. S. Rodriguez, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared PIETRO MICCICHE

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature M. S. Rodriguez
Signature of Notary Public



Place Notary Seal Above

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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: _____

NOV 19 1951
M. E. BROWN
NOTARY PUBLIC, CALIFORNIA
LOS ANGELES COUNTY
COMMISSION # 121182
MY COMM. EXPIRES JAN. 1, 1954

State of California)
County of Los Angeles)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 4-12-10 before me, Joseph Cardenas, Notary Public,
(here insert name and title of the officer)

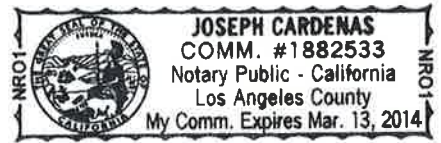
personally appeared Joe U. Cardenas

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 Joseph Cardenas



(Seal)

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containing _____ pages, and dated _____

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- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)



NUMBER

20-SBA-300290

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Pietro Micciche

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES,

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Three Hundred Thirty Four Thousand Four Hundred Eighty Five Dollars and Sixteen Cents (\$334,485.20)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the Eighth day of September, 2003.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company: (i) when signed by the President or any Vice-President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this Eighth day of September, 2003.

Attest:

[Signature of Randolph L. Hutto]
Randolph L. Hutto, Secretary



[Signature of Stephen R. Crim]
Stephen R. Crim, President

STATE OF GEORGIA
COUNTY OF COBB }

On this Eighth day of September, 2003, before me personally came Stephen R. Crim, to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



[Signature of Ruth A. Bankston]
Ruth A. Bankston, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and Sealed at the City of Atlanta, in the State of Georgia.

Dated the 7th day of April, 2010.



[Signature of Randolph L. Hutto]
Randolph L. Hutto, Secretary



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-30-2010

GROUP: 000238
POLICY NUMBER: 0011173-2009
CERTIFICATE ID: 20
CERTIFICATE EXPIRES: 10-01-2010
10-01-2009/10-01-2010

RIVERSIDE COUNTY REDEVELOPMENT AGENCY SC
1325 SPRUCE ST STE 400
RIVERSIDE CA 92507-0506

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - CARDENAS, JOSEPH URIBE P,S T - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

KORMX INC
PO BOX 688
WALNUT CA 91788

SC

[B15,SC]

PRINTED : 03-30-2010



P.O. BOX 420807, SAN FRANCISCO,CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-30-2010

GROUP: 000238
POLICY NUMBER: 0011173-2009
CERTIFICATE ID: 20
CERTIFICATE EXPIRES: 10-01-2010
10-01-2009/10-01-2010

RIVERSIDE COUNTY REDEVELOPMENT AGENCY SC
1325 SPRUCE ST STE 400
RIVERSIDE CA 92507-0506

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - CARDENAS, JOSEPH URIBE P,S T - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

KORMX INC
PO BOX 688
WALNUT CA 91788

SC

[B15,SC]

PRINTED : 03-30-2010

SHAW MOSES MENDENHALL & ASSC/PHS
PO BOX 33015
SAN ANTONIO TX, 78265

Riverside County
Redevelopment Agency
1325 SPRUCE ST STE 400
RIVERSIDE, CA 92507

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

ANS R054 DATE 03-30-2010

PRODUCER
 SHAW MOSES MENDENHALL & ASSC/PHS
 181837 P: (866)467-8730 F: (877)905-0457
 PO BOX 33015
 SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 KORMX INC
 PO BOX 688
 WALNUT CA 91788

INSURER A: Hartford Fire Ins Co
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72 UEC JO3998	09/19/09	09/19/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. Riverside County, Redevelopment Agency, the county, their directors, officers, special districts, board of supervisors, employees, agents, or representatives as their respective interests may appear are additional insureds. RE: Rubidoux Blvd Street Improvement Phase II.

CERTIFICATE HOLDER ADDITIONAL INSURED: INSURER LETTER:

Riverside County
 Redevelopment Agency
 1325 SPRUCE ST STE 400
 RIVERSIDE, CA 92507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

For [Signature]

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2010

PRODUCER (626)799-7813 FAX: (626)799-8784
Shaw Moses Mendenhall & Associates
625 Fair Oaks
Suite 158
South Pasadena CA 91030

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Kormx Inc.
P O Box 688
Walnut CA 91788

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Gemini Insurance Company	
INSURER B	
INSURER C	
INSURER D	
INSURER E	

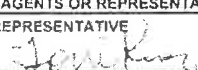
OVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	VCGP018203	2/26/2010	2/26/2011	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 - COM/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS OTH- ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 *10 - DAY NOTICE OF CANCELLATION FOR NON-PAYMENT AND/OR NON-REPORTING. The Certificate Holder is named as an Additional Insured - Riverside County Redevelopment Agency, the county, their directors, officers, special district, board of supervisors, employees, agents or representatives as their respective interest may appear. Project: Rubidoux Boulevard Street Improvement Project Phase II.
 10th St. East and E. Avenue Q-11

CERTIFICATE HOLDER
 Riverside County Redelopment Agency
 1325 Sprice Street Suite 400
 Riverside, CA 92507

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE


Policy Number: VCGP018203
Insured Name: KORMX INC
Number: 24

CG 2037 10 01

Effective Date: 02/26/2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:
AS REQUIRED BY WRITTEN CONTRACT

Location And Description of Completed Operations:
COMMERCIAL PROJECTS ONLY, INCLUDING APARTMENTS

Additional Premium: INCLUDED

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

Section II – **Who is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” at the location designated and described in the schedule of this endorsement performed for that insured and included in the “products-completed operations hazard”.

Policy Number: VCGP018203
Insured Name: KORMX INC
Number: 25

CG 2010 10 01

Effective Date: 02/26/2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person Or Organization:
AS REQUIRED BY WRITTEN CONTRACT; COMMERCIAL PROJECTS ONLY,
INCLUDING APARTMENTS

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

A. Section II - Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the 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.

Policy Number: VCGP018203
Insured Name: KORMX INC
Number: 27

VE 0182 03 04

Effective Date: 02/26/2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS 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 but only with respect to liability caused by 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. This insurance does not apply to liability caused by the sole negligence of any additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions applies:
- This insurance does not apply to:
1. The preparing, approving, or failing to prepare and approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities.

Policy Number: VCGP018203
Insured Name: KORMX INC
Number: 28

VE 0184 10 03

Effective Date: 02/26/2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Designated Construction Projects:
AS REQUIRED BY WRITTEN CONTRACT

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

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

However, the most we will pay under the Designated Construction Project General Aggregate Limit for all projects combined is \$ 5,000,000.00.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products- completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:

- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured become legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: VCGP018203
Insured Name: KORMX INC
Number: 29

CG 24 04 10 93

Effective Date: 02/26/2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

AS REQUIRED BY WRITTEN CONTRACT

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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

Policy Number: VCGP018203
Insured Name: KORMX INC
Number: 34

VE 03 58 11 08
Effective Date: 02/26/2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY/NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

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

If you are required by a written contract to provide primary insurance then this policy shall be primary and non-contributory and condition 4, Other Insurance, as shown under Section IV on form CG 00 01 12 07, does not apply but only with respect to coverage provided by this policy for the additional named insured in the schedule.

Additional Premium: INCLUDED



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-21-2010

GROUP: 000238
 POLICY NUMBER: 0011173-2009
 CERTIFICATE ID: 22
 CERTIFICATE EXPIRES: 10-01-2010
 10-01-2008/10-01-2010
 THIS CERTIFICATE SUPERSEDES AND CORRECTS
 CERTIFICATE # 20 DATED 03-30-2010

RIVERSIDE COUNTY REDEVELOPMENT AGENCY SC
 1325 SPRUCE ST STE 400
 RIVERSIDE CA 92507-0508

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

James Neary
 Authorized Representative

Douglas V Stewart
 Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - CARDENAS, JOSEPH URIBE P, S T - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2010-04-21 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
 RIVERSIDE COUNTY REDEVELOPMENT AGENCY

EMPLOYER

KORMX INC
 PO BOX 888
 WALNUT CA 91788

SC

[B18,SC]

BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

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

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

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o. Recall Of Products, Work Or Impaired Property

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

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

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

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

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

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. 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; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "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:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

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

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

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an 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 failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 - 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 - 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
 - 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
- 12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- However, Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
25. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

BID BOND

Bond No. 20-SBA-300290

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Kormx, Inc., as Principal and American Safety Casualty Insurance Company, as Surety, are hereby held and firmly bound unto the COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY, hereinafter called the "Owner", in the sum of * dollars (\$ 10%) for the payment of which sum, well and truly to be made, were hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its proposal for the construction of

**STREET IMPROVEMENTS FOR
STREET IMPROVEMENTS FOR RUBIDOUX BOULEVARD - PHASE II
(Between Mission Blvd. and State Route 60) PROJECT**

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the aforesaid Principal shall be awarded the contract upon said proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded contract and submit the required labor and material and faithful performance bond, then this obligation shall be null and void; and in the event that the principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including, but not limited to, publication cost, the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the undersigned parties have executed this instrument under their several seals this 1st day of February, 2010, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative, pursuant to authority of its governing body.

(Corporate seal of Principal, if Corporation)

Kormx, Inc.
(Proper name of bidder)

By: [Signature]
Signature of Bidder

Joe Cardenas - President
Print or type Bidder's Name

19314 Avenida Del Sol
Print or type Bidder's Address
Walnut CA 91789

(Corporate Seal of Surety)

American Safety Casualty Insurance Company
Surety
By: [Signature]
Attorney in Fact, Pietro Micciche

(Attach Attorney-in-Fact Certificate And Required Acknowledgements)

Preferred Bonding & Insurance Services
Name and Address of California Agent of Surety

1800 McCollum St., Los Angeles CA 90026

(323)663-7814
Telephone Number of California Agent

NOTE: Notary Acknowledgement for Surety and Surety's Power of Attorney must be included or attached.

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 1, 2010 before me, M. S. Rodriguez, Notary Public

Date

Here Insert Name and Title of the Officer

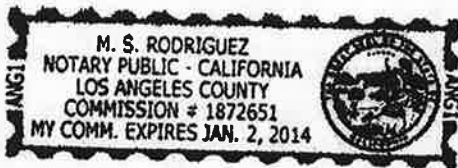
personally appeared PIETRO MICCICHE

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

M. S. Rodriguez
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: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



POWER OF ATTORNEY

NUMBER 20-SBA-300290

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Pietro Micciche

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES,

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ONE MILLION DOLLARS (\$1,000,000.00)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the Eighth day of September, 2003.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:

(i) when signed by the President or any Vice-President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this Eighth day of September, 2003.

Attest

Handwritten signature of Randolph L. Hutto, Secretary

Randolph L. Hutto, Secretary



Handwritten signature of Stephen R. Crim, President

Stephen R. Crim, President

STATE OF GEORGIA

COUNTY OF COBB }

On this Eighth day of September, 2003, before me personally came Stephen R. Crim, to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Handwritten signature of Ruth A. Bankston, Notary Public

Ruth A. Bankston, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and Sealed at the City of Atlanta, in the State of Georgia.

Dated the 1st day of March, 2010



Handwritten signature of Randolph L. Hutto, Secretary

Randolph L. Hutto, Secretary

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS. DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY

RIVERSIDE, CALIFORNIA

**BIDDING DOCUMENTS
FOR**

**ROADWAY IMPROVEMENTS
FOR**

RUBIDOUX BOULEVARD - PHASE II (Between Mission Blvd. and State Route 60)

INSTRUCTIONS TO BIDDER

- A. **Responsible Bidders:** Bidders are advised that in selecting a Contractor, Owner reserves the right to consider the financial responsibility and general competency of each Bidder, his/her trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract. Owner expects each Bidder to fully and truthfully disclose all information required of the Bidder by the Bidding Documents. Each Bidder must be properly licensed and must sign and submit with his Proposal the Bidder's Statement of Experience, Bidding Sheets, and Certified Data Sheet. Please note that similar information is required for any proposed subcontractor and shall be listed in said Bidder's Statement of Experience.
- B. **Form of the Proposal:** The proposal must be made on the attached Contractor's Proposal form, which must be filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the directions on the Proposal form.
- Each proposal shall include a complete list of the subcontractors proposed for every portion of the work, in accordance with Public Contract Code Sections 4100 - 4114, inclusive.
- C. **Submission of the Proposal:** Signed copies of each Proposal shall be sealed in an opaque envelope. The envelope shall bear the bidders name and shall be marked:

**PROPOSAL FOR THE CONSTRUCTION OF
ROADWAY IMPROVEMENTS**

FOR RUBIDOUX BOULEVARD - PHASE II (Between Mission Blvd. and State Route 60)

Proposals shall be submitted at the place designated in the Notice Inviting Bids at, or before, the time specified in said Notice. Before that time a proposal may be withdrawn, but only in person by the bidder or someone authorized by the Contractor in writing, and not by telephone or telegram.

- D. **Interpretation of the Documents:** Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the Agency's Representative. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be faxed, mailed, or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Agency's Representative.

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**

- E. **Completion Of Bid Proposal And Supporting Documents:** Each Bidder shall complete the attached Contractor's Proposal and supporting documents including any addenda or bulletins issued before receipt of bids and public opening of same together with the following:
1. Statement of Experience (not required for materials only proposal)
 2. Bid Schedule
 3. Contract Completion Schedule
 4. Statement on Bonds and Insurance
 5. Non-Collusion Affidavit
 6. Bid Proposal Guarantee or Bid Bond

Each blank on each page shall be completed in ink and shall be printed by hand. The completed forms shall be without interlineations, alterations, or erasures; however, Bidder may correct errors by striking or lining out mistakes and entering and initialing corrections immediately thereabove.

Owner may, at its sole discretion, reject any bid to which the Bidder has added conditions, limitations, provisions, or any interlineations or alterations. Owner may also, at its discretion, reject any bid for which the Bidder has failed to supply all requested information or has misrepresented any such information or by matter whatever. Pursuant to Business and Professions Code Section 7028.15, any bid submitted by a Contractor not licensed in accordance with this chapter and pursuant to the requirements found in these bid documents shall be considered by the Owner to be non-responsive and shall be rejected by the Owner.

Owner will not consider alternative proposals unless they are called for by these instructions or the supplemental instructions appearing in the Bidding Documents themselves. Owner will not consider any proposal which does not include bids on all scheduled items set forth in the Bidding Sheet for the minimum bid specified.

- F. **Addenda To The Documents:** The Owner reserves the right to issue such addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each bidder. The number and date of each addendum shall be listed on the Contractors Proposal in the space provided.
- G. **Owners Reservation Of Rights:** The Owner reserves the right to reject any or all proposals and to waive any informalities in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set or the opening thereof.
- H. **Bidder's Check Or Bond:** Each proposal must be accompanied by a certified or cashiers check, or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total proposal. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the contract documents and the required Payment & Performance bonds in accordance with his proposal accepted by the Owner. In default of execution of the contract upon award and/or delivery of said Payment and Performance Bonds, such proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidders proposal and the amount for which the Owner may legally contract with another party to perform the said work together with the costs to the Owner of redrafting, redrawing and publishing documents and papers necessary to obtain new bids on the said work. The check or bond shall, in addition, be held subject to all other damages suffered by the Owner, as set forth in the contract documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph G above, and to the successful bidder upon execution of the contract documents.

NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON FORM SUPPLIED BY OWNER.

I. **Bond(s) And Certificates Required Of Successful Bidder:** Before commencing any Work under this Contract, the successful Bidder shall file four of each bond with the Owner. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds issued by:

- a. Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register). And
- b. Either a current A.M. Best A VIII rated Surety OR an Admitted Surety Insurer which complies with the provisions of the Code of Civil Procedure, § 995.660.

Should any surety or sureties upon said bonds or any of them become insufficient, successful Bidder shall renew said bond or bonds with good and sufficient sureties within ten (10) calendar days after receiving notice from the Agency that the surety or sureties are insufficient. Cost of bonds shall be included in the bid price.

The successful Bidder shall provide a contract performance bond in an amount of not less than 100% of the total bid price, conditioned upon faithful performance by said Bidder of all requirements under the contract. In addition, the successful Bidder shall provide a payment bond in an amount of not less than 100% of the total bid price, conditioned upon payment in full of the claims of all persons performing labor upon or furnishing materials to be used in or furnishing appliances or power contributing to the Work to be performed under the contract.

J. **Award of Contract:** All bid proposals shall be publicly opened and read at the time and place set forth in the Notice Inviting Bids herein. Bidders and their authorized representatives are invited to be present. The award, if made, will be made within 60 days of the opening. The Owner's policy is to award to the lowest responsible Bidder who can comply with the specified delivery and or completion schedules. However, the Owner reserves the right to reject any and all bids or to waive any irregularity. Notice of Award shall be made to a successful Bidder in writing and mailed to the address as set forth on the signature page of the Bidding Documents.

K. **Additional Information:** The Owner reserves the right to require of a bidder information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. All references to an Architect or Engineer shall be deemed to refer to the Owner where no Architect or Engineer has been employed by the Owner.

L. **Execution of the Contract:** The Bidder to whom award is made shall execute a written contract with the Owner on the form of contract provided herein (which shall incorporate by reference the Proposal, addenda or bulletins issued before receipt of bids and public opening of same, Bidder's Statement of Experience, Bidding Sheet, Certified Data Sheet, Special Requirements, Basic Specifications, and Construction and Standard Drawings), together with the Labor Code Certification (not required for materials only proposal) therein, and furnish good and approved bond(s) and Certificates of Insurance as required in the preceding Section I, in the time frame set forth in the following section M.

No proposal shall be considered binding upon the Owner until the Contract has been executed. Failure or refusal by the successful Bidder to so enter into a contract, as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the retention by the Owner of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the Owner may award the contract to the Bidder whose proposal is next most acceptable to said Owner; and such Bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the contract and bond for the corporation to so sign.

- M. **Prompt Action By Contractor:** After the award of the Contract by the Owner, and within ten (10) working days after the Agreement Forms are presented to the Contractor for signing, he shall return to the Owner the signed Agreements, along with all necessary Bonds and Certificates of Insurance.
- N. **Caution to Bidders:** Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the Contractor by various other portions of the Contract Documents.
- O. **Bidder's Qualifications:** To be considered, a potential bidder must have a Contractor's License, as required under provisions of Public Contracts Code Section 3300, and the California Business and Professions Code, for work covered in its proposal when a bid is submitted. This includes a joint venture formed to submit a bid.
- P. **Time of Completion:** Time of completion of project is **Forty-five (45)** working days from the date specified in the NOTICE TO PROCEED issued by the Owner.
- Q. **Quantities:** The amount of work to be done or materials to be furnished under the Contract as shown in the Contractor's Proposal are but estimates and are not to be taken as an expressed or an implied statement that the actual amount of work or materials will correspond to the estimate.
County reserves the right to increase or decrease or to entirely eliminate certain items from the work or materials to be furnished if such action is found to be desirable or expedient. Contractor is cautioned against the unbalancing of his bid by prorating his overhead only into one or two items when there are a number of items listed in the schedule.
- R. **Bids:** Bids are required for the entire work, including all alternate bid schedules, if applicable, unless otherwise explicitly allowed in the bid documents. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous,

unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- b. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the item price.

S. **Withheld Contract Funds:** Bidder is advised that Contractor, at his request and expense and in accordance with Section 22300 of the California Public Contract Code, will be permitted to substitute securities equivalent to monies withheld by Owner to insure performance under the Contract. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300.

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF
 COUNTY OF RIVERSIDE
 ECONOMIC DEVELOPMENT AGENCY

Date

Bidder **KormX, Inc.**

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions and the Supplementary General Conditions for the **STREET IMPROVEMENTS FOR RUBIDOUX BOULEVARD - PHASE II (Between Mission Blvd. and State Route 60) PROJECT**, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. _____ Date _____
 Addendum No. _____ Date _____
 Addendum No. _____ Date _____

for the total sum, including all applicable taxes, permits and licenses as follows:

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Public Contract Code, Sections 4104-4144, the undersigned submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of 1/2 of 1% of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS
Slurry Seal	AMERICAN ASPHALT SEALING INC.	14436 SANTA ANA AVE FONTANA CA 92337

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this proposal by the Owner, and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required labor and material and performance bonds.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner, in the amount of ten percent (10%) of the total bid submitted herewith, is hereby given as guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including, but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder

Kormx, Inc

Type of Organization

Corporation

Signed By

[Handwritten Signature]

Title of Signer

President

Address of Bidder

19314 Avenida Del Sol, Walnut, CA, 91789

Telephone Number

(909) 595-6104

Contractor's License 417430 A Classification

If bidder is a corporation, and signer is not President or Secretary, attach certified copy of Bylaws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

STATEMENT OF EXPERIENCE

A. Bidder

Each Bidder (Contractor) shall list, in addition to name and address, the type of work in which it is qualified, and its years of experience in that type of work.

Name: KORMY, Inc

Address: 19314 Avenida Del Sol, Walnut, CA, 91789

Type of Work: General Engineering: Concrete work

Years of Experience: 3

If Bidder (Contractor) has less than 5 years experience, Bidder (Contractor) shall complete Section E, listing the work experience for principals and key personnel.

B. Subcontractors

Each Bidder (Contractor) shall list the name and address of each subbidder (subcontractor) who will perform work in excess of one-half of one percent of the total bid. State the subbidders and the work to be performed by each. Only one subbidder shall be listed for each specific portion of the Work. If subbidder (subcontractor) has less than 5 years experience, subbidder shall complete Section F listing the work experience for principals and key personnel.

1) Name: AMERICAN ASPHALT SOUTH INC

Address: 14436 SANTA ANA AVE FONTANA CA 92337

Contractor License No.: 784969

Class: A

Type of Work: TYPE II SLURRY SEAL

Years of Experience: 20 yrs

2) Name: HIGHLIGHT Electric

Address: ~~PO Box 7339, Riverside CA 92513~~

Contractor License No.: 806335

Class: C-10

Type of Work: Electrical

Years of Experience: 14

Statement of Experience (Continued)

3) Name: Mackenzi Electric, Inc.

Address: 7933 Palm Ave. Highland, CA 92346

Contractor License No.: 664395

Class: C-10

Type of Work: electric

Years of Experience: 17

4) Name: J.P. Striping

Address: _____

Contractor License No.: 746286

Class: C-32

Type of Work: _____

Years of Experience: 17

C. Bidder Projects (use reverse side if necessary)

Each Bidder (Contractor) shall furnish work record for Bidder (Contractor), listing at least four similar projects that the Bidder has completed within the past three (3) years. Responses shall be full and explicit.

1) Contractor: Kormx, Inc.

Contract Amount: 171,898.

Date: 7/1/08

Completed: 7/1/08

Type of Work: sidewalk, C & G, Ramp Improvements

Owner (Name, Address, & Phone): City of La Puente
15900 E. Main Street, La Puente CA 91744

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): ArSan Idnani - (626) 780-8154

Statement of Experience (Continued)

2) Contractor: Kormx, Inc.

Contract Amount: 340,000.00

Date Completed: 9/1/08

Type of Work: Sidewalk, ADA Ramp Improvements

Owner (Name, Address, & Phone): City of La Puente
15900 E. Main La Puente, CA 91744

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): Arjan Idnani - (626) 780-8154

3) Contractor: Kormx, Inc.

Contract Amount: 222,304.00

Date Completed: 11/21/08

Type of Work: Bike Trail alignment, Asphalt, Concrete Slope

Owner (Name, Address, & Phone): County of Los Angeles
900 S. Fremont Ave.

Engineer (Name, Address, & Phone): Alhambra CA 91803 (626) 458-5100

Person in Charge of Project (Name & Phone): Omid Emami - (626) 607-7444

4) Contractor: Kormx, Inc.

Contract Amount: 421,038.00

Date Completed: 8/19/09

Type of Work: Omnibus, Sidewalk Improvements

Owner (Name, Address, & Phone): City of Santa Ana
20 Civic Center Plaza, M-21 Santa Ana CA.

Engineer (Name, Address, & Phone): _____ 92702

Person in Charge of Project (Name & Phone): Ed Torres - (714) 647-5018

Please See Attached

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**

Statement of Experience (Continued)

5) Contractor: Kormx, Inc.

Contract Amount: 421,038.00

Date Completed: 8/28/09

Type of Work: sidewalk and Street Imp.

Owner (Name, Address, & Phone): County of Orange
300 N. Flower St. Santa Ana CA 92703-5000

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): Bob Stanfield - (714) 936-9731

6) Contractor: Kormx, Inc

Contract Amount: \$ 155,039.77

Date Completed: 10/19/09

Type of Work: Sidewalk, curb & gutter imp.

Owner (Name, Address, & Phone): City of Santa Fe Springs
11710 Telegraph Rd., Santa Fe Springs, CA 90670

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): Robert Garcia - (562) 868-0511 ext. 7545
(Please see attached)

D. Subbidder Projects (use reverse side if necessary)

Bidder (Contractor) shall furnish work record for subbidder (subcontractor) listing at least two similar projects each that the subbidders have completed within the past three (3) years. Responses shall be full and explicit.

1) Subcontractor: Mackenzi Electric Inc.

Contract Amount: \$ 1,865,781

Date Completed: 3-20-10

Type of Work: SEE Conduit systems, street lights, sports park

Owner (Name, Address, & Phone): Redevelopment Agency for County of Riverside

Engineer (Name, Address, & Phone): (951) - ~~951~~ 955-8916
1325 Spruce St. #400, Riv 92501

STREET IMPROVEMENTS FOR RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)



KORMX, INC.

GENERAL ENGINEERING CONTRACTOR

19314 AVENIDA DEL SOL, WALNUT 91789

PHONE:(626)595-6104 FAX:(909)595-9086

Project References

City of Stanton Public Works Dept.

Pedestrian Accessibility Program \$88,000

Sean Crumby—Director of Public Works (714) 379-9222 ext.204

100% of own work forced used

Completed: 2/11/08

City of La Puente Public Works Dept.

Sidewalk Imp. Project \$171,898

Arjan Idnani—Senior Engineer (626) 780-8154

100% of own work forced used

Completed: 7/1/08

City of La Puente Public Works Dept.

Construct ADA Ramps and Sidewalk Imp. \$340,000

Arjan Idnani—Senior Engineer (626) 780-8154

100% of own work forced used

Completed: 9/1/08

City of Monterey Park Public Works Dept.

07-08 Sidewalk Reconstruction La Loma Park \$78,103

Vennie Bermudez—City Engineer (626) 307-1325

100% of own work force used

Completed: 6/2/08

County of Orange

Craig Regional Park Imp. \$46,177

Omar Leyva—Project Manager (714) 834-4523

100% of own work force used

Completed: 6/2/08

County of Los Angeles Public Works Dept.

San Gabriel River Bike Trail \$222,304

Omid Emam—Inspector (626) 607-7444

85% of own work forced used

Completed: 11/21/08

City of Santa Ana Public Works Dept.

08/09 Omnibus Concrete Imp. \$421,038

Ed Torres—Project Manager (714) 647-5018

100% of own work force used

Completed: 8/19/09



KORMX, INC.
GENERAL ENGINEERING CONTRACTOR
19314 AVENIDA DEL SOL, WALNUT 91789
PHONE:(626)595-6104 FAX:(909)595-9086

Project References

County of Orange Public Works Dept.
300 North Flower Street, Santa Ana, CA 92703
Olive Island Sidewalk Imp. \$305,000
Bob Stanfield—Project Manager (714) 936-9731
90% of own work forced used
Completed: 8/28/09

City of Alhambra
111 South 1st Street, Alhambra, CA 91801
2008 HUD Funded Sidewalk Curb & Gutter Repair \$143,213.51
Amanda Eitel—Project Manager (626) 570-5062
100% of own work force used
Completed: 9/1/09

City of Santa Ana Public Works Dept.
20 Civic Center Plaza, Santa Ana, CA 92702
Channel Inlet Mod. \$110,375
William Albright—Assistant Engineer (714) 647-5029
90% of own work force used
Completed: 9/10/09

City of Santa Fe Springs
11710 E. Telegraph Road, Santa Fe Springs, CA 90670
Sorrenson Ave Sidewalk Imp. \$155,039.77
Robert Garcia—Project Manager (562) 868-0511 ext.7545
95% of own work forced used
Completed: 10/19/09

Statement of Experience (Continued)

Person in Charge of Project (Name & Phone): John Lisa Beth 714-546-7975

2) Subcontractor: Maekenzi Electric, Inc.

Contract Amount: \$318,890

Date Completed: 12-2007

Type of Work: SCE Conduit system, street lights

Owner (Name, Address, & Phone): Redlands, 35 Cahon Redlands, CA
(909) 792-5611

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): Greg Cooper (909) 355-4333

3) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

4) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

Statement of Experience (Continued)

5) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

6) Subcontractor: _____

Contract Amount: _____

Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

E. Bidder's Principals and Key Personnel (use reverse side if necessary)

If Bidder (Contractor) has less than 5 years experience in the type of work specified, it shall list the work experience for principals and key personnel to demonstrate that Bidder (Contractor) has sufficient work experience to warrant consideration for award.

1) Name: Please See Attached

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

2) Name: _____

17816 East Contador Drive
Rowland Heights, CA 91748

FRANK URIBE
Project Man.

Home: (626) 913-1845
Pager: (213) 812-5040

OBJECTIVE: To obtain a superintendent position responsible for all aspects of construction.

EDUCATION: Sierra Vista High School
Graduated: June 1968

EXPERIENCE:

09-96 to 10-97 *Project Superintendent, AKD/AAD Contractors, a Joint Venture*
Responsible for all aspects of bridge work on Cesar Chavez Avenue Viaduct over the Los Angeles River Seismic Retrofit Project.

04-95 to 09-96 *Concrete Superintendent, Sully Miller*
Responsible for all aspects of street improvements.

05-93 to 04-95 *Project Supervisor, Heritage Construction*
Supervised various concrete pours and finishing operations.

02-92 to 05-93 *Concrete Supervisor, C.C. Myers*
Supervised various concrete pours and finishing operations.

03-89 to 02-92 *Project Superintendent, Rocha Construction*
Responsible for all field jobs including ordering materials, laying out crews and interfacing with supervisors and subcontractors.

08-74 to 03-89 *President, Uribe Corporation*
Completed approximately 250 projects. Several projects were completed on the Century Freeway. Five projects consisted of new bridge construction, one being the largest 1400 lineal feet build for Cal Trans in San Francisco. Completed an 18 mile long trap channel (30,000 cy) in 7 months. All other projects consisted of concrete retaining walls, warp wing walls, curb and gutter, concrete paving, approach slabs, box culverts, various types of joint seal and repairs, including epoxy injection. Subcontract work for Cal Trans project including the following companies: Kaiser Corporation, C.C. Myers, Inc., Griffith Construction, Construction, Morris and Kuntsen, Brutoco Engineering, Daily Corp., W. F. Maxwell Co., Steve P. Rados, RE. Hazard Construction, Guy F. Atkinson, Tutor Saliva Co., and many others.

02-73 to 08-74 *Concrete Forman, Brutoco Construction*
Responsible for all aspects of bridge work.

01-72 to 02-73 *Concrete Foreman, Dan J. Peterson Construction*
Responsible for various concrete pours and finish operations.

03-71 to 01-72 *Finisher, Streeker Construction*
Finisher work including curb and gutter crew and concrete paving.

CERTIFICATES: Trench Shoring Company Certificate, 1997
Concrete Excellence Certificate Award, 1985
California Lic. #A719119

SKILLS: Extensive experience with estimating, planning, material ordering, assigning equipment, and paperwork.
Hands-on experience in all aspects of heavy construction with emphasis on bridge building.
Strong organizational skills.
Speak, read and write fluently in Spanish.



KORMX, INC.
GENERAL ENGINEERING CONTRACTOR

PO BOX 688, WALNUT CA 91789
Cell:(909)595-6104 FAX:(909)595-9086

BD-14

RESUME

Joe Uribe Cardenas
President
19314 Avenida Del Sol
Walnut, CA 91789
Cell: (909) 771-7090

Work Experience:

Kalban, Inc.

(818) 504-1065

9075 Glenoaks Blvd

Sun Valley, CA

Foreman/Superintendent:

Responsible for all aspects of construction management,
and production on all job sites.

1992 through November 2007

Rocca Construction

Address: Unknown

San Diego, CA

Superintendent:

Responsible for all on site management and production.

1990 through 1992

Dyno Construction

Address: Unknown

San Diego, CA

Superintendent: Responsible for all management aspects,
And on site production.

1979 through 1990

Polish & Benedict

Adress: Unknown

Rosemead, CA

Journeyman: Masonry, bridge work,
and all aspects of civil engineering work performed

1965-1979

(Excluding military service period)

Education & Background:

Graduate of Sierra Vista High School

Baldwin Park, CA "1965"

Completion Cement Masons Apprentice Program "1971"

Tour of Military Service "1967-1969 Vietnam Disabled War Veteran"

California "A" Licensed Contractor Issued "1982"

Interests: Include remodeling homes, and traveling.



KORMX, INC.

GENERAL ENGINEERING CONTRACTOR

19314 AVENIDA DEL SOL, WALNUT 91789

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Craig Regional Park Imp. \$46,177
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County of Los Angeles Public Works Dept.
San Gabriel River Bike Trail \$222,304
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85% of own work forced used
Completed: 11/21/08

City of Santa Ana Public Works Dept.
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Completed: 8/19/09



KORMX, INC.
GENERAL ENGINEERING CONTRACTOR

19314 AVENIDA DEL SOL, WALNUT 91789

PHONE:(626)595-6104 FAX:(909)595-9086

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City of Alhambra
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City of Santa Ana Public Works Dept.
Channel Inlet Mod. \$110,375
William Albright—Assistant Engineer (714) 647-5029
90% of own work force used
Completed: 9/10/09

City of Santa Fe Springs
Sorrenson Ave Sidewalk Imp. \$155,039.77
Robert Garcia—Project Manager (562) 868-0511 ext.7545
95% of own work forced used
Completed: 10/19/09

Statement of Experience (Continued)

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

F. Subbidder's Principals and Key Personnel (use reverse side if necessary)

If any subbidder (subcontractor) has less than 5 years experience in the type of work indicated, it shall list the work experience for principals and key personnel to demonstrate that subbidder (subcontractor) has sufficient work experience to warrant consideration for award.

1) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

2) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

3) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

4) Name: _____

Address: _____

Statement of Experience (Continued)

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

5) Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

Capacity (Title): _____

G. Has Bidder been involved in litigation with any owner of any project within the last 10 years? NO If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial.

H. Have any subbidders been involved in litigation with any owner of any project within the last 10 years? NO . If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial.

I. Bidder is advised that it may be required to submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition prior to award of contract. Said statement, data, or information may be considered in selecting the successful Bidder.

Bid Schedule

The undersigned hereby proposes to furnish all labor, materials, equipment and methods necessary for constructing all Work specified, all in strict accordance with these Contract Documents, at the bid prices and the Completion Date set forth hereafter. Quantities are estimates and must be verified by the contractor. If there is a **discrepancy** between the plans and the bid schedule, the **plans prevail**. The undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees.

**BID SCHEDULE
STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
1	Mobilization	LS	1		13,304.91
2	Storm Water Pollution Prevention Plan & NOI	LS	1	5,000 ⁰⁰	5,000 ⁰⁰
3	Traffic Control	LS	1	7,500 ⁰⁰	7,500 ⁰⁰
4	Clearing and Grubbing	LS	1	12,500 ⁰⁰	12,500 ⁰⁰
5	Remove AC Pavement and Base	SF	9,100	1 ⁰⁰	9,100 ⁰⁰
6	Remove AC Driveway	SF	2,200	1 ⁰⁰	2,200 ⁰⁰
7	Remove Concrete (Curb and Gutter)	LF	786	4 ⁰⁰	3,144 ⁰⁰
8	Remove Concrete Sidewalk	SF	1,293	1 ⁰⁰	1,293 ⁰⁰
9	Remove Concrete Slab	SF	90	1 ⁰⁰	90 ⁰⁰
10	Remove Concrete Driveway	SF	3,800	1 ²⁵	4,750 ⁰⁰
11	Remove Cross Gutter	SF	2,820	1 ⁵⁰	4,230 ⁰⁰
12	Remove Chain Link Fence	LF	50	5 ⁰⁰	250 ⁰⁰

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
13	Remove and Relocate Mail Box	EA	25	75 ⁰⁰	1,875 ⁰⁰
14	Remove and Salvage Bus Bench	EA	1	100 ⁰⁰	100 ⁰⁰
15	Remove Abandoned Service Cabinet	EA	1	100 ⁰⁰	100 ⁰⁰
16	Remove, Salvage, and Reuse Portions of Wrought Iron Fence	LF	51	35 ⁰⁰	1,785 ⁰⁰
17	Construct Type A-6 Curb per County of Riverside Std. Plan No. 200	LF	194	24 ⁰⁰	4,656 ⁰⁰
18	Construct Type D Curb per County of Riverside Std. Plan No. 204	LF	50	24 ⁰⁰	1,200 ⁰⁰
19	Construct Concrete Cross-Gutter per County of Riverside Std. Plan No. 209 and as shown on plans	SF	3,670	7 ⁵⁰	27,525 ⁰⁰
20	Construct Curb Ramp, Case A, per County of Riverside Std. Plan No. 403	EA	2	1900 ⁰⁰	3800 ⁰⁰
21	Construct PCC Sidewalk per County of Riverside Std. Plan No. 401	SF	12,100	3 ⁷⁵	45,375 ⁰⁰
22	Construct Driveway Approach per County of Riverside Std. Plan No. 207	EA	25	1,200 ⁰⁰	30,000 ⁰⁰
23	Construct Driveway Approach per County of Riverside Std. Plan No. 207A	EA	1	2,700 ⁰⁰	2,700 ⁰⁰
24	Construct PCC Driveway Pavement, 0.5' thick	SF	1,200	4 ⁷⁵	5,700 ⁰⁰
25	Construct AC Driveway Pavement, 0.3' thick	TON	23	100 ⁰⁰	2,300 ⁰⁰
26	Replace Pavement Section in kind, 0.25' AC over 0.5' AB min	SF	8,500	2 ⁹⁰	24,650 ⁰⁰
27	Grade Dirt Driveway	SF	514	0 ⁵⁰	257 ⁰⁰

**STREET IMPROVEMENTS FOR
RUBIDOUX BLVD - PHASE II (Between Mission Blvd. and State Route 60)**

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
28	Furnish and Install Chain Link Fence with top rail, per Caltrans Std. Plan A85 (Height to match existing)	LF	50	40 ⁰⁰	2,000 ⁰⁰
29	Adjust Gas Valve Meter Box Frame and Cover to Grade	EA	1	100 ⁰⁰	100 ⁰⁰
30	Adjust Water Valve Box Frame and Cover to Grade	EA	3	100 ⁰⁰	300 ⁰⁰
31	Adjust Water Meter to Grade per Riverside Community Services District (RCSD) Design Standards	EA	4	1,500 ⁰⁰	6,000 ⁰⁰
32	Adjust Fire Hydrant to Grade	EA	1	2,700 ⁰⁰	2,700 ⁰⁰
33	Adjust Traffic Signal Pull Box to Grade	EA	1	1,750 ⁰⁰	1,750 ⁰⁰
34	Relocate Roadside Sign	EA	7	200 ⁰⁰	1,400 ⁰⁰
35	Relocate Backflow Prevention Valve	EA	1	1,500 ⁰⁰	1,500 ⁰⁰
36	Furnish & Install appurtenances necessary for streetlights (including conduits, service meter, hand holes, trenches) per SCE approved electrical plan	LS	1		52,200 ⁰⁰
37	Apply 1 coat of Type II slurry seal over roadway	SF	189,000	0.16	30,240
38	Signing and Striping	LS	1		9,729 ²⁵
39	Construct modified longitudinal gutter per SPPWC Std Plan 122-1 and as shown on the plans.	LF	133	18 ⁰⁰	2,394 ⁰⁰

TOTAL SUM BID, ITEMS 1 THROUGH 39: THREE HUNDRED THIRTY FOUR THOUSAND
Words

FOUR HUNDRED EIGHTY FIVE + SIXTEEN CENTS (\$ 334,485.16)

Figures

MEASUREMENT & PAYMENT FOR ITEMS

The following bid items are included in the Bid Proposal for providing a method of payment:

1. Payment for "**Mobilization**" will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 11 of the Standard Specifications and as amended and/or supplemented by these contract documents.
2. Payment for "**Storm Water Pollution Prevention Plan & Notice of Intent**" will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 7-1.01G of the Standard Specifications and as amended and/or supplemented by these contract documents.
3. Payment for "**Traffic Control**" will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 12 of the Standard Specifications and as amended and/or supplemented by these contract documents.
4. Payment for "**Clearing and Grubbing**" will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 16 of the Standard Specifications and as amended and/or supplemented by these contract documents. Clearing and grubbing shall also include planters and vegetated areas within the project limits.
5. Payment for "**Remove AC Pavement and Base**" will be made on a square foot (SF) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
6. Payment for "**Remove A.C. Driveway**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Plans show approximate removal limits only. Exact limits shall be verified in the field with the Engineer prior to removal to ensure proper parkway joins with existing facilities. Contractor shall not be compensated for additional a.c. removal without approval by the Engineer.
7. Payment for "**Remove Concrete (Curb and Gutter)**" will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
8. Payment for "**Remove Concrete Sidewalk**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
9. Payment for "**Remove Concrete Slab**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Concrete slab sections include areas that may not be reinforced or privately poured concrete areas.

10. Payment for "**Remove Concrete Driveway**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Plans show approximate removal limits only. Exact limits shall be verified in the field with the Engineer prior to removal to ensure proper parkway joins with existing facilities. Contractor shall not be compensated for additional concrete removal without approval by the Engineer.
11. Payment for "**Remove Cross Gutter**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
12. Payment for "**Remove Chain Link Fence**" will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
13. Payment for "**Remove and Replace Mail Box**" will be made on an each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all the work involved and required to remove existing mail box, post or enclosure and footing, and replace with new mail receptacle, post and footing as directed by the Engineer.
14. Payment for "**Remove and Salvage Bus Bench**" will be made on an each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment for this item shall include all storage and transport fees related to temporary relocation and storage either off-site or on-site by the Contractor. The Contractor shall coordinate with Riverside Transit Agency for location of bus bench.
15. Payment for "**Remove Abandoned Service Cabinet**" will be made on an each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Service Cabinet shall become property of the Contractor and he shall be responsible for its proper and legal disposal.
16. Payment for "**Remove, Salvage, and Reuse Portions of Wrought Iron Fence**" will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Removal, Reuse, Modifications, and Replacements of any and all gates, fence, and fence posts shall be included in this bid item at the Arbuckle Road curb return. All gates and fences shall match existing in kind. The fence shall be relocated to behind public right-of-way.
17. Payment for "**Construct Type A-6 Curb per County of Riverside Std. Plan No. 200**" will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents.

18. Payment for "Construct Type D Curb per County of Riverside Std. Plan No. 204" will be made on a per lineal foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents.
19. Payment for "Construct Concrete Cross Gutter per County of Riverside Std. Plan No. 209 and as shown on plans" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Curb reconstruction, including depression for curb ramps, shall be monolithic with concrete cross gutter and shall be incidental to the per square foot unit price.
20. Payment for "Construct Curb Ramp, Case A, per County of Riverside Std. Plan No. 403" will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all work involved and required to remove the interfering curb and gutter, or curb only at spandrels, and remove interfering sidewalk, prepare sub-grade, place and remove forms and finish concrete in accordance with the plans and specifications. Limit of the curb ramp work is considered to be from BCR to ECR and includes all sidewalk, retaining curbs and curb and gutter in said limits.
21. Payment for "Construct PCC Sidewalk per County of Riverside Std. Plan No. 401" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Plans show approximate construction limits only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities.
22. Payment for "Construct Driveway Approach per County of Riverside Std. Plan No. 207" will be made on per each driveway approach (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Driveway Approaches shall include the curb and gutter in front of them and the sidewalk and driveway behind them and adjacent to the limits shown on the standard plans. Plans show approximate construction limits and widths only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities and drivability. Contractor shall not be compensated for additional driveway approach quantities without approval by the Engineer.
23. Payment for "Construct Driveway Approach per County of Riverside Std. Plan No. 207A" will be made on a per each driveway approach (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Driveway Approaches shall include the curb and gutter in front of them and the sidewalk and driveway behind them and adjacent to the limits shown on the standard plans. Plans show approximate construction limits and widths only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities and drivability. Contractor shall not be compensated for additional driveway approach quantities without approval by the Engineer.

24. Payment for "**Construct 0.5' thick PCC Driveway**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all work involved and required to prepare sub-grade, place and remove forms and finish concrete pavement driveways outside of the public right-of-way to provide a smooth drivable transition between the existing driveway and the new driveway approach in accordance with the plans and specifications. Plans show approximate construction limits only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities and drivability. Contractor shall not be compensated for additional PCC driveway without approval by the Engineer.
25. Payment for "**Construct 0.3' thick AC Driveway**" will be made on a per ton (TON) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 39 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all work involved and required to prepare sub-grade, place and remove forms and finish concrete pavement driveways outside of the public right-of-way to provide a smooth drivable transition between the existing driveway and the new driveway approach in accordance with the plans and specifications. Plans show approximate construction limits only. Exact limits shall be verified in the field with the Engineer prior to construction to ensure proper parkway joins with existing facilities and drivability. Contractor shall not be compensated for additional AC driveway without approval by the Engineer.
26. Payment for "**Replace Pavement Section in kind, 0.25' AC over 0.5' AB min.**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Sections 25 and 39 of the Standard Specifications and as amended and/or supplemented by these contract documents. This bid item includes, but not limited to, pavement sections in front of driveways, curb and gutter, cross gutters, and curb ramps.
27. Payment for "**Grade Dirt Driveway**" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 19 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment shall also include performing all work involved and required to prepare sub-grade, grade dirt driveway outside of the public right-of-way to provide a smooth drivable transition between the existing driveway and the new driveway approach in accordance with the plans and specifications.
28. Payment for "**Furnish and Install Chain Link Fence per Caltrans Std. Plan A85**" will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 80 of the Standard Specifications and as amended and/or supplemented by these contract documents. New fence shall match old fence in every way possible, including but not limited to, height, color, finish, chain link mesh opening size, post spacing and ornamental treatment.
29. Payment for "**Adjust Gas Valve Meter Box, Frame and Cover to Grade**" will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
30. Payment for "**Adjust Water Valve Box, Frame and Cover to Grade**" will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as

described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.

31. Payment for "**Adjust Water Meter to Grade per Riverside Community Services District (RCSD) Design Standards**" will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents. Payment for "Adjust Water Meter to grade" shall include all coordination between Contractor and RCSD. Any water meter frames or covers damaged by the Contractor during construction and labeled to be "protect in place" shall be replaced at the Contractor's expense.
32. Payment for "**Adjust Fire Hydrant to Grade**" will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to adjust existing fire hydrant to grade in accordance with the plans and specifications, and as specified by Western Municipal Water District. Payment for "Adjust Fire Hydrant to grade" shall include all coordination and permit fees between Contractor and the water district.
33. Payment for "**Adjust Traffic Signal Pull Box to Grade**" will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 15 of the Standard Specifications and as amended and/or supplemented by these contract documents.
34. Payment for "**Relocate Roadside Sign**" will be made on a per each (EA) unit basis as specified in the Bidder's Proposal, with shall include all costs for furnishing all labor, material, tools, equipment, and incidentals, and performing all work involved and required to relocate roadway sign to grade in accordance with the plans.
35. Payment for "**Relocate Backflow Prevention Valve**" will be made on a per each (EA) unit basis, as specified in the Bidder's Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to relocate existing backflow prevention valve at Arbuckle Road to a location specified by property owner and in accordance with the plans and specifications. Payment for Relocate Backflow Prevention Valve shall include all coordination and permit fees between Contractor and water district, if applies.
36. Payment for "**Furnish and Install Appurtenances necessary for Streetlights (including conduits, service meter, hand holes, trenches) per SCE approved Electrical Plan**" will be made on a lump sum (LS) basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 86 of the Standard Specifications and as amended and/or supplemented by these contract documents. Any reference in section 86 to "State-owned" shall be replaced with "Agency-owned." Payment to "furnish and install streetlight appurtenances" shall include all work and coordination involved and required to place conduits, install service meters, construct hand holes, trenching for conduits to desired depth and backfill to provide for properly operating streetlights per Southern California Edison (SCE) standards. Preliminary SCE approved streetlight conduit plans have been included in Appendix C for bidding purposes only. Final SCE plans for construction will be provided to the successful bidder.

37. Payment for "Apply 1 coat of Type II Slurry Seal over Roadway" will be made on a per square foot (SF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 37 of the Standard Specifications and as amended and/or supplemented by these contract documents. Full compensation for grinding all existing striping and legends and removal of all RPMs shall be included in the unit price and no additional compensation will be allowed.

Limits of Slurry Seal:

Rubidoux Boulevard - From the cross walk line at approximately station 10+05 at the intersection of Mission and Rubidoux Boulevard to approximately station 39+24 prior to the intersection of eastbound 60 Freeway off ramp and Rubidoux Boulevard.

Cross Streets - To 5-ft beyond Sawcut line or ECR, whichever is greater.

38. Payment for "Signing and Striping" will be made on a lump sum (LS) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Sections 56-2, 84-1, 84-2 and 85 of the Standard Specifications and as amended and/or supplemented by these contract documents. All permanent striping done on top of new slurry seal surface shall be thermoplastic. The lump sum unit price for signing and striping shall include installation, reconnection, and testing of any traffic detection loops that may need to be replaced within the project limits.
39. Payment for "Construct longitudinal gutter per SPPWC Std Plan 122-1" will be made on a per linear foot (LF) unit basis, as specified in the Bidder's Proposal. Measurement and Payment shall be as described per Section 73 of the Standard Specifications and as amended and/or supplemented by these contract documents.

DISCLAIMER:

Quantities shown in the Bid Schedule are not final pay quantities unless specifically indicated. Actual quantities may deviate from those listed in the Bid Schedule due to field conditions or construction methods. Payment to the Contractor will be made based upon the actual quantities of Contract Items constructed and measured in accordance with the Standard Specifications and Special Provisions.

HOUSING AND URBAN DEVELOPMENT SECTION 3 CLAUSE:

- A. The work to be performed under this Contract is subject to the requirements of Section 2 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135; which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected, but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 Covered Indian Housing Assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts

and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

CONTRACT COMPLETION SCHEDULE

A. Contract Completion Schedule

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within **forty-five (45) working days** from the date specified in the Notice to Proceed.

B. Liquidated Damages

Contractor is advised that "Liquidated Damages" of **\$1,000 per working day** will be assessed for each calendar day that the Work remains incomplete following the contract completion, as adjusted for due cause by change order.

CERTIFICATION OF BIDDER'S WORK SITE INSPECTION

I certify that I have visited and inspected the work site on the following dates:

Site: Frank Drive Date Visited: 2-26-10

Bidder's Authorized Representative

Joe U Cardenas
*Signature
JOE U CARDENAS
Name (Print)
PRESIDENT
Title (Print)

STATEMENT ON BONDS AND INSURANCE

A. Names and addresses of all members of partnership or names and titles of all corporate officers:

Joe u. Cardenas - President and all acting
Officers.
19314 Avenida Del Sol
Walnut CA 91789

B. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address(es) of surety or sureties agreeing to furnish bond

Please See attached

C. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address (es) of insurers agreeing to insurance coverage

Please See attached



KORMX, INC.

GENERAL ENGINEERING CONTRACTOR

19314 AVENIDA DEL SOL, WALNUT 91789

PHONE:(909)595-6104 FAX:(909)595-9086

Kormx, Inc. Bonding and Insurance Companies

Preferred Bonding
1800 McCollum Street
Los Angeles, CA 90026
Phone: 323-663-7814
Fax: 323-663-7834

Shaw, Moses, Mendenhall & Associates
Insurance Agencies
625 Fair Oaks Avenue, Suite 158
South Pasadena, CA 91030
Phone: 626-799-7813
Fax: 626-799-8784
Contact: Ron M. Hoonhout

NON-COLLUSION AFFIDAVIT

The Bidder's authorized representative JOE U CARDENAS, being first duly sworn, deposes and states that he/she is President (Title) of KORMX INC (Bidder), the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or a sham; that 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; that 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 that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not directly or indirectly submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof to effectuate a collusive or sham bid.

BIDDER

Name: KORMX, Inc.

By Joe U Cardenas
(Authorized Representative, Written Signature)

Joe U Cardenas
(Authorized Representative, Typed or Printed Name)

Corporation organized under the laws of the State of: CA

Title: Pres
[Individual, Partner, Corporate Officer (Title)]

NOTARY

STATE OF

California

COUNTY OF

Los Angeles

On March 2, 2010, before me, Linda Rose Esteinou, Notary Public

Personally appeared Joe U. Cardenas () personally known

to me or (x) proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are

subscribed to me 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.

Witness my hand and official seal.

(Notary Seal)



Linda Rose Esteinou
Signature of Notary

NOTE: If notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternately, Notary may use a California All-Purpose Acknowledgement form, provided Notary completes the entire form, both the required and optional portions.

