

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

101 A



FROM: TLMA - Transportation Department

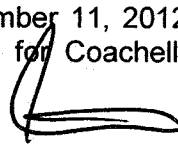
SUBMITTAL DATE:
November 14, 2012

SUBJECT: Coachella Valley Resurfacing Projects - Group A, Lower Coachella Valley Area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of Skanska USA Civil West California District, Inc. of Riverside, CA in the amount of \$884,680.
2. Award the contract to Skanska USA Civil West California District, Inc. and authorize the Chairman of the Board to execute the contract documents.

BACKGROUND: By Minute Order dated September 11, 2012 (Agenda Item 3.45), the Board authorized the Clerk of the Board to advertise for Coachella Valley Resurfacing Projects -


Juan C. Perez
Director of Transportation and Land Management

JCP:jrj:sb
(Continued On Attached Page)

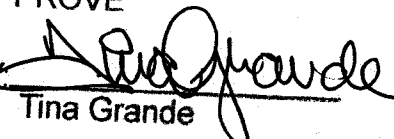
FINANCIAL DATA	Current F.Y. Total Cost:	\$ 884,680	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: Proposition 1B [State Bond Funds-Local Roads] (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

There are no General Funds used in this project.

C.E.O. RECOMMENDATION:

APPROVE

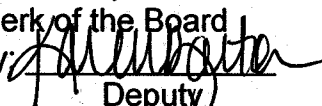
BY: 
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Jeffries and duly carried,
IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: January 8, 2013
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref. 9/11/12, Item 3.45 | **District:** 4th / 4th | **Agenda Number:**

3-36

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY:  MARSHAL VICTOR
DATE: 12/16/12
Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Coachella Valley Resurfacing Projects - Group A, Lower Coachella Valley Area.

November 14, 2012

Page 2 of 2

Group A, lower Coachella Valley area. The specifications and plans were approved by that Board of Supervisors' action.

Bids for the project were opened in the office of the Director of Transportation and Land Management at 2:00 PM, Wednesday, October 3, 2012. Six bids were received, ranging from \$884,680 to \$1,129,850. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Skanska USA Civil West California District, Inc., in the amount of \$884,680, which is \$185,320 (17.32%) below the Engineer's Estimate.

The existing pavement on these roads will be pulverized in place and recycled as base material for the new asphalt concrete road surface. All of the roads will be improved with the "safety edge" feature that helps reduce rollover accidents. The new road surface will extend the life of the road by at least 15 years. Additional work will include flush graded shoulders, new striping, thermoplastic pavement markings, and other associated work.

The road segments included in Group A are as follows:

ROAD	SEGMENT LOCATION	LENGTH
54 TH Ave	Jackson St. to Van Buren St	1.0 miles
66 th Ave	Jackson St. to Van Buren St	0.9 miles
76 th Ave	Harrison St. to E'ly to school parking lot	0.3 miles
81 st Ave	Harrison St. to SH 86 S	0.3 miles

This project is listed as the Coachella Valley Resurface Group 3 in the current Transportation Improvement Program (TIP).

The project is expected to be completed within the existing budget as shown on Attachment A.

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

Project Number: X1206

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP=s Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Skanska USA Civil West California District Inc.
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Minority Status:

- M W DV None

Vendor/Lessor Location:	Riverside, CA
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Local Preference Applied: Yes No N/A

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 884,680.00 to \$1,129,850.00
Local Bid Range: N/A
Responsive and
Responsible Bid Range: \$ 884,680.00 to \$1,129,850.00

Note: Selection of low bid based on the sum of all bid schedules, whether or not all bid schedules are awarded.

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

AGREEMENT

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

WITNESSETH

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Coachella Valley Resurfacing Projects-Group A, 54th Ave., 66th Ave., 76th Ave., and 81st Ave. Project No. X1206**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda No. **(None)**. (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

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

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

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

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

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

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

**COACHELLA VALLEY
RESURFACING PROJECTS - GROUP A
54TH AVE., 66TH AVE., 76TH AVE., AND 81ST AVE.
PROJECT No. X1206**

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	4,500.00	4,500.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	44,000.00	44,000.00
4	160101	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00
6	760090A	DEMOBILIZATION AND FINAL CLEANUP	LS	1	50,000.00	50,000.00
7	000003	TEMPORARY CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	8	600.00	4,800.00
8	150713	REMOVE PAVEMENT MARKING	SQFT	100	10.00	1,000.00
9	011506	WEDGE PLANE ASPHALT CONCRETE	LF	2,150	1.00	2,150.00
10	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	47,000	1.00	47,000.00
11	390130	HOT MIX ASPHALT	TON	11,000	63.30	696,300.00
12	190185	SHOULDER BACKING	LF	20,200	0.40	8,080.00
13	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	25.00	1,500.00
14	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,500	1.00	2,500.00
15	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	12,000	0.60	7,200.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	600	5.00	3,000.00
17	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	150.00	1,650.00

PROJECT TOTAL: Eight hundred eighty four thousand, six hundred eighty dollars and zero cents \$884,680.00

ITEMS 1-17

"WORDS"

COACHELLA VALLEY
RESURFACING PROJECTS - GROUP A
54TH AVE., 66TH AVE., 76TH AVE., AND 81ST AVE.
PROJECT No. X1206

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

COUNTY OF RIVERSIDE

SKANSKA USA CIVIL WEST CALIFORNIA
DISTRICT, INC.

BY *John J. Benoit*
Chairman, Board of Supervisors
JOHN J. BENOIT

BY *Jeffrey Langevin*

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

Dated JAN 08 2013

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY *Kecia Harper-Ihem*
Deputy

ATTEST:

Irene Rumbaugh
Irene Rumbaugh
Estimating/Engineering
Administrative Support

TITLE: _____

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

License No. 140069

Federal Employer Identification Number:

95-1751673

FORM APPROVED COUNTY COUNSEL
BY: *M. Victor* 12/6/12
MARSHAL L. VICTOR DATE

BY _____
"County"
(Seal)

"Corporation"
(Seal)

SKANSKA USA Civil West California District Inc.

Listing of Corporate Officers and Directors

As of February 8, 2012

*Chairman/President &
Chief Executive Officer:*
Richard Cavallaro*
1995 Agua Mansa Road
Riverside, CA 92509-2405

Executive Vice President:
Michael Aparicio
1995 Agua Mansa Road
Riverside, CA 92509-2405

*Senior Vice President &
General Manager:*
Thomas W Sutton*
1995 Agua Mansa Road
Riverside, CA 92509-2405

*Senior Vice President/
Chief Financial Officer & Secretary:*
Joseph M. Nogues*
1995 Agua Mansa Road
Riverside, CA 92509-2405

Vice President:
Tim Wilson
1995 Agua Mansa Road
Riverside, CA 92509-2405

Vice President:
Jeff Langevin
1995 Agua Mansa Road
Riverside, CA 92509-2405

Vice President:
Mark Leintz
1995 Agua Mansa Road
Riverside, CA 92509-2405

Director:
William C. Broughton
1995 Agua Mansa Road
Riverside, CA 92509-2405

Michael Cobelli
1995 Agua Mansa Road
Riverside, CA 92509-2405

*The Chairman/President & CEO, Executive Vice President, Senior Vice President & General Manager, and Secretary/Treasurer & CFO are also Directors of the Corporation.

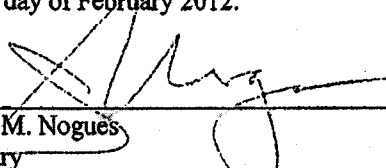
SKANSKA

CERTIFIED COPY OF CORPORATE RESOLUTION

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

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

IN WITNESS WHEREOF, I have signed this instrument and caused the corporate seal of said corporation to be affixed this 8th day of February 2012.



Joseph M. Nogues
Secretary

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT INC.

(SEAL)

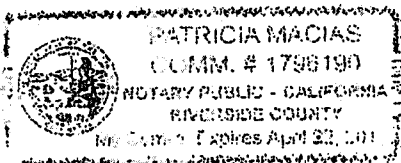
STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

Subscribed and sworn to before me this 8th day of February 2012.



Notary Public in and for the State of California



Performance Bond

Recitals:

1. **Skanska USA Civil West California District, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Coachella Valley Resurfacing Projects-Group A, 54th Ave., 66th Ave., 76th Ave., and 81st Ave. Project No. X1206.**
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$884,680.00 (Eight hundred eighty four thousand, six hundred eighty dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

(Public Work - Civil Code 9550 et seq.)

The makers of this Bond are **Skanska USA Civil West California District, Inc.**, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$884,680.00 (Eight hundred eighty four thousand, six hundred eighty dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Coachella Valley Resurfacing Projects-Group A, 54th Ave., 66th Ave., 76th Ave., and 81st Ave. Project No. X1206.**

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____ }
COUNTY OF _____ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Performance Bond

Bond No. 09095061

Premium \$4,317.00

Recitals:

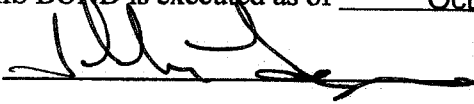
1. **Skanska USA Civil West California District, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Coachella Valley Resurfacing Projects-Group A, 54th Ave., 66th Ave., 76th Ave., and 81st Ave. Project No. X1206.**
2. FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a Coporation corporation (Surety), is the Surety under this Bond.

Agreement:

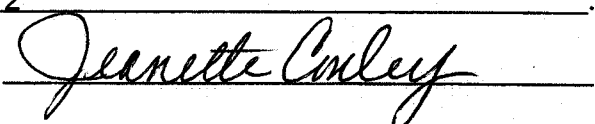
We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$884,680.00 (Eight hundred eighty four thousand, six hundred eighty dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of October 11, 2012

By 

By Jeffrey Langevin

By 

Type Name Jeanette Conley, Attorney-in-Fact

Its Attorney in Fact
"Surety"

Title Vice President

"Contractor"

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC.

(Corporate Seal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

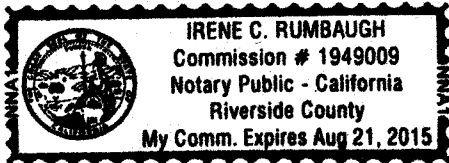
(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

**State of California
County of Riverside**

On October 18, 2012 before me, Irene C. Rumbaugh, Notary Public,
personally appeared Jeffrey Langevin,



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

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

WITNESS my hand and official seal.

Irene C. Rumbaugh
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond

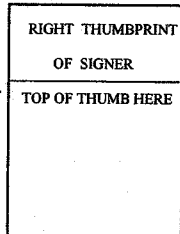
Document Date: October 11, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeffrey Langevin

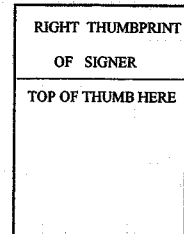
- Individual
- Corporate Officer
Title(s): Vice President
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



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

Signer's Name: _____

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



Signer is Representing: _____

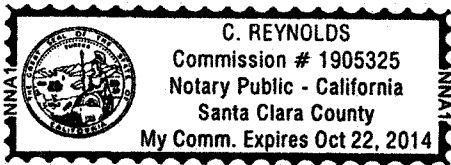
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

}
} ss.
}

On October 11, 2012, before me, C. Reynolds, Notary Public, personally appeared Jeanette Conley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



(Seal)

A handwritten signature in cursive script, appearing to read "C. Reynolds", written over a horizontal line.

C. Reynolds, Notary Public - California

Description of Attached Document:

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

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

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

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

ATTEST:

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



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

Thomas O. McClellan
Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

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

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

Maria D. Adamski

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of October, 20 12.



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

James M. Carroll, Vice President

Payment Bond

Bond No. 09095061

(Public Work - Civil Code 9550 et seq.)

The makers of this Bond are Skanska USA Civil West California District, Inc., as Principal and Original Contractor and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$884,680.00 (Eight hundred eighty four thousand, six hundred eighty dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Coachella Valley Resurfacing Projects-Group A, 54th Ave., 66th Ave., 76th Ave., and 81st Ave. Project No. X1206.

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

Dated: October 11, 2012

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC.

Original Contractor – Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

By 

Jeffrey Langevin

By 

Jeanette Conley, Attorney-in-Fact
Its Attorney In Fact

Title Vice President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____ } *****SEE ATTACHED ACKNOWLEDGEMENT*****
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

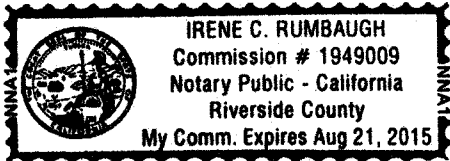
Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of Riverside

On October 18, 2012 before me, Irene C. Rumbaugh, Notary Public,
personally appeared Jeffrey Langevin,



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

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

WITNESS my hand and official seal.

Irene C. Rumbaugh
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond

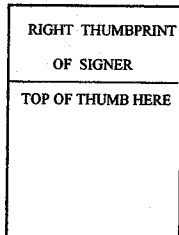
Document Date: October 11, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeffrey Langevin

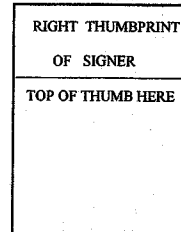
- Individual
- Corporate Officer
Title(s): Vice President
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



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

Signer's Name: _____

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



Signer is Representing: _____

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

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

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

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

ATTEST:

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



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

Thomas O. McClellan
*Vice President
Thomas O. McClellan*

**State of Maryland
City of Baltimore**

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

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

Maria D. Adamski

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



Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 AMERICAN LANE, 19TH FLOOR TOWER 1
SCHUAMBURG, IL 60196-1056
800-382-2150

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	39306
NAIC Group #:	<u>0212</u>
California Company ID #:	2479-4
Date authorized in California:	January 01, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

Lines of Insurance Authorized to Transact

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/11/2012

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

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

PRODUCER Aon Risk Services Northeast, Inc. Jericho NY Broadway Office 390 North Broadway Jericho NY 11753 USA	CONTACT NAME: _____	
	PHONE (A/C. No. Ext): _____	FAX (A/C. No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Ins Co		16535
INSURER B: American Guarantee & Liability Ins Co		26247
INSURER C: Arch Insurance Company		11150
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570047895027 **REVISION NUMBER:** _____

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> 50' RR Exclusion Deleted GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GLO489600805	08/31/2012	08/31/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
C	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			11CAB8882700	08/31/2012	08/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			AEC489601906 SIR applies per policy terms & conditions	08/31/2012	08/31/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC489600708	08/31/2012	08/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: #094-017; # X1206; Group A Resurfacing Project, Coachella Valley, Coachella, California, County of Riverside. County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives; Caltrans, its officers, directors, employees and agents; City of Coachella, its officers, directors, employees and agents and Coachella Valley Water District, (CVWD) its officers, directors, employees and agents are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability, Automobile Liability and Umbrella Liability policies. A waiver of Subrogation is granted in favor of County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents

CERTIFICATE HOLDER County of Riverside Transportation Department 3525 14th Street Riverside CA 92501 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Holder Identifier : BELFG

Certificate No : 570047895027



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Skanska USA Civil West California	
POLICY NUMBER See Certificate Number: 570047895027		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570047895027	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Additional Description of Operations / Locations / Vehicles:

and representatives; Caltrans, its officers, directors, employees and agents; City of Coachella, its officers, directors, employees and agents and Coachella Valley Water District, (CVWD) its officers, directors, employees and agents as required by written contract but limited to the operations of the Insured under said contract, with respect to the Workers' Compensation policy. Workers Compensation Coverage Not Included in Monopolistic States - OH, ND, WA, WY and Puerto Rico.

POLICY NUMBER:
GL0489600805

COMMERCIAL
GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Person or Organization with whom you have agreed through written contract agreement or permit to provide additional insured coverage	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

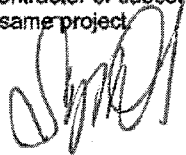
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

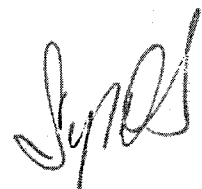
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Person or Organization with whom you have agreed through written contract agreement or permit, to provide additional insured coverage	Any location where you have through written contract, agreement or permit executed prior to the loss, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

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

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

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

SCHEDULE

Name and Address of Additional Insured:

Any person or organization that you have agreed in a written contract, that such person or organization is an additional insured on this policy. The coverage provided by this endorsement is primary to, and non-contributory with, any other insurance available to the additional insured.

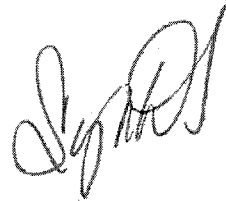
All other terms and conditions of this Policy remain unchanged.

Endorsement Number

Policy Number: 11CAB8882700

Named Insured: SKANSKA USA, INC.

Endorsement Effective Date: 8/31/2012 local Standard Time at the First Named Insured's address.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 8/31/12

Policy No. WC489600708

Endorsement No. _____

Insured Skanska USA Civil West

[Handwritten Signature]
Premium \$ _____

Insurance Company Zurich American Ins Co Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

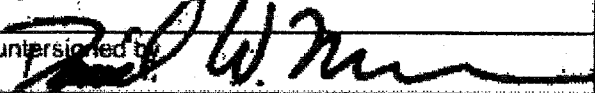
CG 02 24 10 93

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Endorsement effective 12:01 A.M. standard time	Policy No. GL0489600805
Named Insured	Countersigned by  (Authorized Representative)

SCHEDULE

Number of Days' Notice 90 days notice including non-renewal and material policy change, except 10 days for non-payment of premium. If we cancel this policy, notice shall be provided to those persons, organizations or political entities with whom you have contractually agreed to give notice and for which you have provided mailing information to us.

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

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

Company Profile

ZURICH AMERICAN INSURANCE COMPANY

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

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	16535
NAIC Group #:	<u>0212</u>
California Company ID #:	4581-5
Date authorized in California:	January 01, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

Lines of Insurance Authorized to Transact

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

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

Company Profile

AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY

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

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	26247
NAIC Group #:	<u>0212</u>
California Company ID #:	1237-7
Date authorized in California:	December 20, 1939
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

Lines of Insurance Authorized to Transact

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

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

Company Profile

ARCH INSURANCE COMPANY

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

Former Names for Company

Old Name: FIRST AMERICAN INSURANCE COMPANY DBA AMERICAN
 FIRST INSURANCE COMPANY

Effective Date: 11-06-2002

Old Name: FIRST AMERICAN INSURANCE COMPANY

Effective Date: 01-05-1987

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	11150
NAIC Group #:	<u>1279</u>
California Company ID #:	3005-6
Date authorized in California:	July 19, 1985
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MISSOURI

Lines of Insurance Authorized to Transact

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

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

Attachment "A"

Riverside County Transportation Department

Project: **4TH DISTRICT RESURFACING PROJECTS - GROUP "A"**

Project No.(s): **X1206**

Expenses as of: 8/02/2012

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental		4,000	4,000	4,000
Design	62,420	7,000	69,420	70,000
Right-of-way				
Utilities				
Construction		884,680	973,680	1,177,000
Construction Contingency 10%		89,000		
Construction Engineering & Inspection		72,000	72,000	72,000
Construction Survey		35,000	35,000	35,000
Totals:	62,420	1,091,680	1,154,100	1,358,000

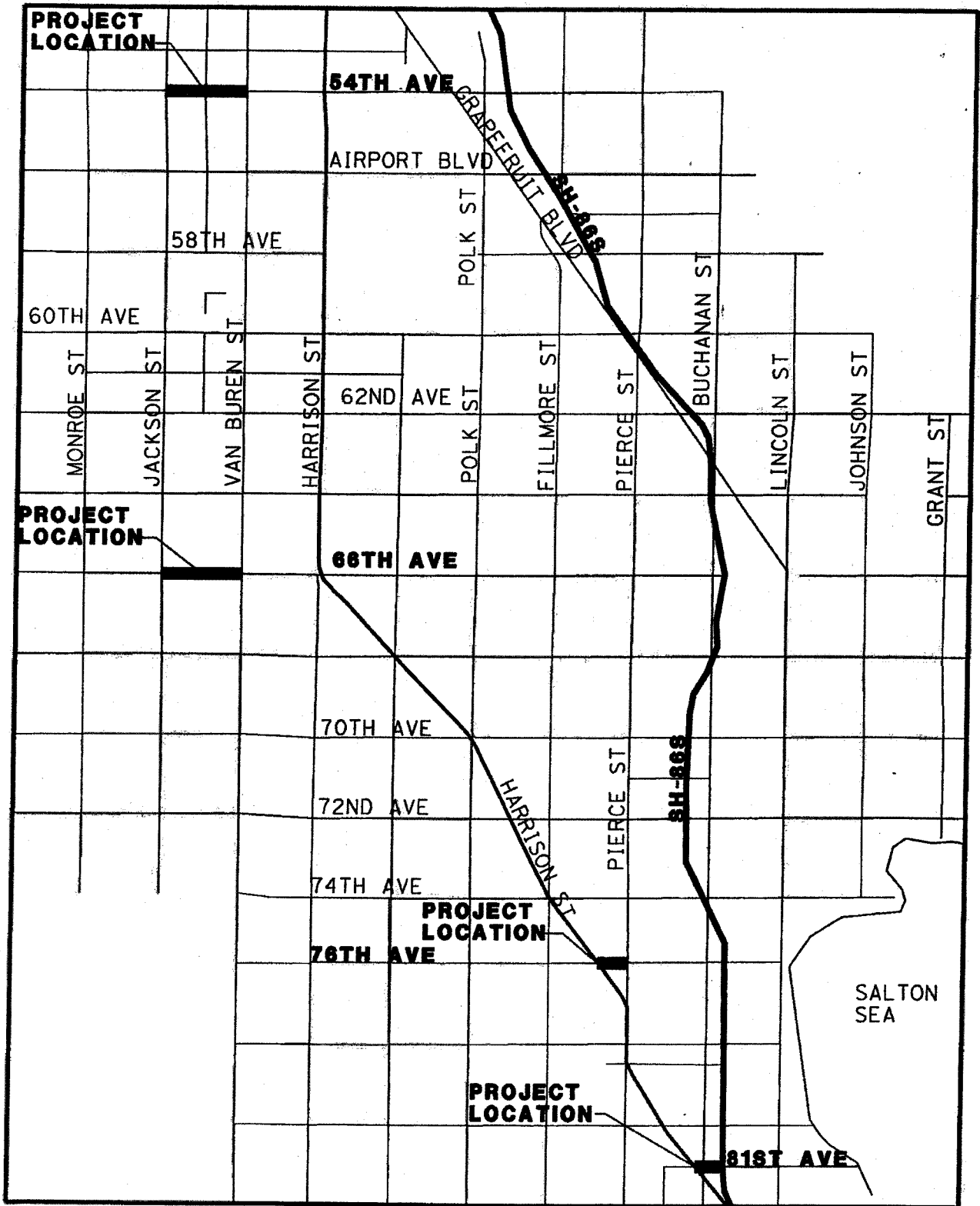
Project Funding

Code	Name	Existing Budget
215	Proposition 1B (State bond funds- Local Roads)	1,358,000
Totals		1,358,000

Comments

NOTE:
Updated with Skanska USA Civil West bid costs 10-3-2012

PROJECT LOCATION MAP



**COACHELLA VALLEY RESURFACING PROJECTS
GROUP "A"**

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Coachella Valley Resurfacing Projects-GroupA
54th Ave., 66th Ave., 76th Ave., and 81st Ave.

Advertised: September 11, 2012 (Agenda Item: 3.45)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 3, 2012

PROJECT NO. X1206

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			BID ESTIMATE
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	
1	66102	DUST ABATEMENT	LS	1	4,500.00	4,500.00	4,500.00	4,500.00
2	74020	WATER POLLUTION CONTROL	LS	1	6,500.00	6,500.00	2,000.00	2,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	60,000.00	60,000.00	44,000.00	44,000.00
4	160101	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00	4,000.00	4,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
6	760090A	DEMOBILIZATION AND FINAL CLEANUP	LS	1	50,000.00	50,000.00	50,000.00	50,000.00
7	000003	TEMPORARY CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	8	500.00	4,000.00	600.00	4,800.00
8	150713	REMOVE PAVEMENT MARKING	SQFT	100	4.00	400.00	10.00	1,000.00
9	11506	WEDGE PLANE ASPHALT CONCRETE	LF	2,150	4.00	8,600.00	1.00	2,150.00
10	11505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	47,000	2.00	94,000.00	1.00	47,000.00
11	390130	HOT MIX ASPHALT	TON	11,000	70.00	770,000.00	63.30	696,300.00
12	190185	SHOULDER BACKING	LF	20,200	2.00	40,400.00	0.40	8,080.00
13	13903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	20.00	1,200.00	25.00	1,500.00
14	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,500	0.50	1,250.00	1.00	2,500.00
15	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	12,000	1.20	14,400.00	0.60	7,200.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	600	5.00	3,000.00	5.00	3,000.00
17	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	250.00	2,750.00	150.00	1,650.00
Project Total								
Items 1-17						1,070,000.00		884,680.00

Riverside County Transportation Department
Summary of Bids

PROJECT: Coachella Valley Resurfacing Projects-GroupA
 54th Ave., 66th Ave., 76th Ave., and 81st Ave.

Advertised: September 11, 2012 (Agenda Item: 3.45)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 3, 2012

PROJECT NO. X1206

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	2		3	
				BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	66102	DUST ABATEMENT	LS	5,000.00	5,000.00	13,000.00	13,000.00
2	74020	WATER POLLUTION CONTROL	LS	3,000.00	3,000.00	3,584.00	3,584.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	16,300.00	16,300.00	30,000.00	30,000.00
4	160101	CLEARING AND GRUBBING	LS	3,000.00	3,000.00	10,000.00	10,000.00
5	170101	DEVELOP WATER SUPPLY	LS	3,000.00	3,000.00	6,000.00	6,000.00
6	760090A	DEMOBILIZATION AND FINAL CLEANUP	LS	50,000.00	50,000.00	50,000.00	50,000.00
7	000003	TEMPORARY CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	340.00	2,720.00	750.00	6,000.00
8	150713	REMOVE PAVEMENT MARKING	SQFT	5.00	500.00	11.00	1,100.00
9	11506	WEDGE PLANE ASPHALT CONCRETE	LF	3.00	6,450.00	5.00	10,750.00
10	11505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	2.00	94,000.00	1.81	85,070.00
11	390130	HOT MIX ASPHALT	TON	68.00	748,000.00	69.69	766,590.00
12	190185	SHOULDER BACKING	LF	0.55	11,110.00	1.23	24,846.00
13	13903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	20.00	1,200.00	25.00	1,500.00
14	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	0.60	1,500.00	0.96	2,400.00
15	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	0.90	10,800.00	0.58	6,960.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	10.00	6,000.00	5.00	3,000.00
17	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	220.00	2,420.00	200.00	2,200.00
Project Total							
Items 1-17					965,000.00		1,023,000.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Coachella Valley Resurfacing Projects-GroupA
54th Ave., 66th Ave., 76th Ave., and 81st Ave.

Advertised: September 11, 2012 (Agenda Item: 3.45)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 3, 2012

PROJECT NO. X1206

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					Herback General Engineering Minden, NV 89423		Granite Construction Company Indio, CA 92203	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	66102	DUST ABATEMENT	LS	1	4,500.00	4,500.00	4,500.00	4,500.00
2	74020	WATER POLLUTION CONTROL	LS	1	6,400.00	6,400.00	1,500.00	1,500.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	41,100.00	41,100.00	68,250.00	68,250.00
4	160101	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00	4,000.00	4,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
6	760090A	DEMOBILIZATION AND FINAL CLEANUP	LS	1	50,000.00	50,000.00	50,000.00	50,000.00
7	000003	TEMPORARY CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	8	195.00	1,560.00	250.00	2,000.00
8	150713	REMOVE PAVEMENT MARKING	SQFT	100	2.10	210.00	10.00	1,000.00
9	11506	WEDGE PLANE ASPHALT CONCRETE	LF	2,150	1.85	3,977.50	4.00	8,600.00
10	11505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	47,000	1.75	82,250.00	2.40	112,800.00
11	390130	HOT MIX ASPHALT	TON	11,000	74.75	822,250.00	71.00	781,000.00
12	190185	SHOULDER BACKING	LF	20,200	2.35	47,470.00	1.75	35,350.00
13	13903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	12.95	777.00	40.00	2,400.00
14	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,500	1.00	2,500.00	0.90	2,250.00
15	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	12,000	0.60	7,200.00	0.56	6,720.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	600	5.20	3,120.00	4.80	2,880.00
17	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	165.00	1,815.00	150.00	1,650.00
Project Total								
Items 1-17						1,084,129.50		1,089,900.00

Riverside County Transportation Department
Summary of Bids

PROJECT: Coachella Valley Resurfacing Projects-GroupA
54th Ave., 66th Ave., 76th Ave., and 81st Ave.

Advertised: September 11, 2012 (Agenda Item: 3.45)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 3, 2012

PROJECT NO. X1206

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
						6
						Hazard Construction San Diego, CA 92121
1	66102	DUST ABATEMENT	LS	1	4,500.00	4,500.00
2	74020	WATER POLLUTION CONTROL	LS	1	25,000.00	25,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	77,500.00	77,500.00
4	160101	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00
6	760090A	DEMobilization AND FINAL CLEANUP	LS	1	50,000.00	50,000.00
7	000003	TEMPORARY CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	8	500.00	4,000.00
8	150713	REMOVE PAVEMENT MARKING	SQFT	100	10.00	1,000.00
9	11506	WEDGE PLANE ASPHALT CONCRETE	LF	2,150	3.00	6,450.00
10	11505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	47,000	2.00	94,000.00
11	390130	HOT MIX ASPHALT	TON	11,000	74.00	814,000.00
12	190185	SHOULDER BACKING	LF	20,200	1.50	30,300.00
13	13903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	25.00	1,500.00
14	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,500	1.00	2,500.00
15	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	12,000	0.50	6,000.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	600	5.00	3,000.00
17	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	100.00	1,100.00
		Project Total				1,129,850.00
		Items 1-17				

 ORIGINAL

CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: October 3, 2012

hereafter called "County":

BIDDER: Skanska USA Civil West California District Inc.

(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of Coachella Valley Resurfacing Projects - Group A, 54th Ave., 66th Ave., 76th Ave., and 81st Ave., Project No. X1206 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. _____ for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor not by telephone or telegram before the time specified in the Notice Inviting Bids for the public opening of bids, this Proposal constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Proposals and to waive any irregularities or informalities contained in a Proposal.
3. To execute the Agreement and deliver the Faithful Performance Bond, Payment Bond and Insurance Certificate with endorsements, which comply with the requirements set forth in the Instructions to Bidders and General Conditions, within ten (10) working days of the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the County of Riverside.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract Documents shall constitute a written memorial thereof.
5. To submit to County such information as County may require to determine if the Contractor's Proposal is the lowest responsible bid submitted.

B1


Clerk of the Board

6. That the accompanying certified or cashier's check or Bid Bond is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Agreement and deliver the required bonds within ten (10) days after notice of award. If Contractor fails to execute and deliver said documents, the check or bond is to be charged with the costs of the resultant damages to County, including but not limited to publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this proposal the Contractor certifies that the representations made therein are made under penalty of perjury.

**COACHELLA VALLEY
RESURFACING PROJECTS - GROUP A
54TH AVE., 66TH AVE., 76TH AVE., AND 81ST AVE.**

PROJECT NO. X1206

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	4500.00	4500.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	44,000.00	44,000.00
4	160101	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00
6	760090A	DEMOBILIZATION AND FINAL CLEANUP	LS	1	50,000.00	50,000.00
7	000003	TEMPORARY CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	8	600.00	4,800.00
8	150713	REMOVE PAVEMENT MARKING	SQFT	100	10.00	1,000.00
9	011506	WEDGE PLANE ASPHALT CONCRETE	LF	2,150	1.00	2,150.00
10	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	47,000	1.00	47,000.00
11	390130	HOT MIX ASPHALT	TON	11,000	63.30	696,300.00
12	190185	SHOULDER BACKING	LF	20,200	0.40	8,080.00
13	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	60	25.00	1,500.00
14	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,500	1.00	2,500.00
15	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	12,000	0.60	7,200.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	600	5.00	3,000.00
17	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	150.00	1,650.00

PROJECT TOTAL ITEMS 1-17 eight hundred eighty four thousand six hundred \$ 884,600.00
 "WORDS" eighty dollars
and zero cents

BIDDER DATA:

Name of Bidder Skanska USA Civil West California District Inc.

Type of Organization Corporation

Person(s) Authorized to Sign for Bidder See Attached

Address 1995 Agua Mansa Road, Riverside, California 92509-2405

Phone 951/684-5360

Contractor's License Type & Number 140069, A

Expiration Date May 31, 2014

8. **DESIGNATION OF SUBCONTRACTORS:** Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

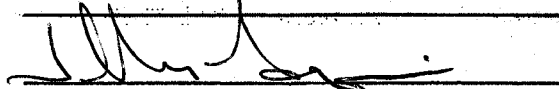
<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
-------------	----------------------	----------------	--------------------

See Attached

Percent of work to be performed by sub-contractors: 4.4%
(Note: 50% of the work required to be performed by general contractor)

IN WITNESS WHEREOF Contractor executed this Proposal as of the date set forth on Page 1 of this proposal.

Skanska USA Civil West California District Inc.



TITLE Jeffrey Langevin, Vice President
"Contractor"

SKANSKA USA Civil West California District Inc.
Listing of Corporate Officers and Directors
As of February 8, 2012

*Chairman/President &
Chief Executive Officer:*
Richard Cavallaro*
1995 Agua Mansa Road
Riverside, CA 92509-2405

Executive Vice President:
Michael Aparicio
1995 Agua Mansa Road
Riverside, CA 92509-2405

*Senior Vice President &
General Manager:*
Thomas W Sutton*
1995 Agua Mansa Road
Riverside, CA 92509-2405

*Senior Vice President/
Chief Financial Officer & Secretary:*
Joseph M. Nogues*
1995 Agua Mansa Road
Riverside, CA 92509-2405

Vice President:
Tim Wilson
1995 Agua Mansa Road
Riverside, CA 92509-2405

Vice President:
Jeff Langevin
1995 Agua Mansa Road
Riverside, CA 92509-2405

Vice President:
Mark Leintz
1995 Agua Mansa Road
Riverside, CA 92509-2405

Director:
William C. Broughton
1995 Agua Mansa Road
Riverside, CA 92509-2405

Michael Cobelli
1995 Agua Mansa Road
Riverside, CA 92509-2405

*The Chairman/President & CEO, Executive Vice President, Senior Vice President & General Manager, and Secretary/Treasurer & CFO are also Directors of the Corporation.

SKANSKA

CERTIFIED COPY OF CORPORATE RESOLUTION

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

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

IN WITNESS WHEREOF, I have signed this instrument and caused the corporate seal of said corporation to be affixed this 8th day of February 2012.



Joseph M. Nogue
Secretary
SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT INC.

(SEAL)

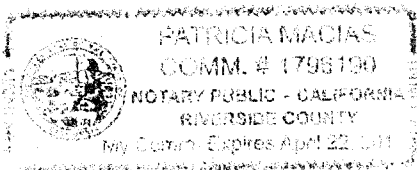
STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

Subscribed and sworn to before me this 8th day of February 2012.



Notary Public in and for the State of California



Non-Collusion Declaration

To be executed by bidder and submitted with bid. (Public Contract Code Section 7106)

The undersigned declares:

I am the Vice President (Title) of Skanska USA Civil West California District Inc. (Company),
the party making the foregoing bid.

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

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

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

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

October (Month) 3 (Day) of 2012 (Year),

at Riverside (City), California.

Signature of Declarant: 

Printed name of Declarant: Jeffrey Langevin

Name of Bidder (Company): Skanska USA Civil West California District Inc.

Title or Office: Vice President

Note: Notarization of signature required.
 Check box if attachment is included.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

**State of California
County of Riverside**

On October 3, 2012 before me, Irene C. Rumbaugh, Notary Public,
personally appeared Jeffrey Langevin,

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



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

WITNESS my hand and official seal.

Irene C. Rumbaugh
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non-Collusion Declaration

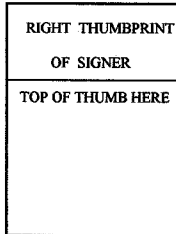
Document Date: October 3, 2012 Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeffrey Langevin

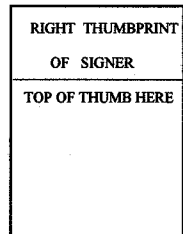
- Individual
- Corporate Officer
Title(s): Vice President
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



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

Signer's Name: _____

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



Signer is Representing: _____

My Comm Expires Aug 31, 2015
Irene D. Rumbach
Notary Public - California
Commission # 194909
Riverside County



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


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

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

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

Option #1 – Certification

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

<i>Contractor Name/Financial Institution (Printed)</i> Skanska USA Civil West California District Inc.		<i>Federal ID Number (or n/a)</i> 95-1751673
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jeffrey Langevin		
<i>Date Executed</i> October 3, 2012	<i>Executed in</i> Riverside, California	

Option #2 – Exemption

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

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

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

Bid Bond

Recitals:

1. SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Coachella Valley Resurfacing Projects – Group A, 54th Ave., 66th Ave., 76th Ave., and 81st Ave., Project No. X1206 in accordance with a Notice Inviting Bids from the County.
2. FIDELITY AND DEPOSIT COMPANY OF MARYLAND /ZURICH AMERICAN INSURANCE COMPANY Corporation corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

We, Contractor as Principal and Surety as Surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: September 24, 2012

Signatures:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
ZURICH AMERICAN INSURANCE COMPANY

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC.

By: Jeanette Conley

By: [Signature]

Title: Jeanette Conley
Attorney in Fact
"Surety"

Title: Jeffrey Langevin, Vice President
"Contractor"

STATE OF _____ }
COUNTY OF _____ }

****SEE ATTACHED ACKNOWLEDGEMENT***
ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

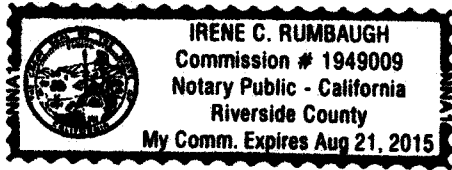
Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All
signatures must be notarized. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of Riverside

On October 3, 2012 before me, Irene C. Rumbaugh, Notary Public,
personally appeared Jeffrey Langevin,

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



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

WITNESS my hand and official seal.

Irene C. Rumbaugh
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: September 24, 2012 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeffrey Langevin

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

RIGHT THUMBPRINT
OF SIGNER
TOP OF THUMB HERE

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

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
TOP OF THUMB HERE

Signer is Representing: _____

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of May, A.D. 2012.

ATTEST:

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



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

Thomas O. McClellen
Vice President
Thomas O. McClellen

State of Maryland
City of Baltimore

On this 11th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of September, 20 12.



James M. Carroll, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

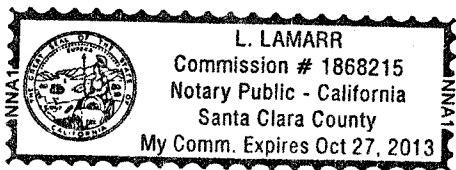
County of Santa Clara

On September 24, 2012 before me, L. LaMarr, Notary Public,

personally appeared Jeanette Conley

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

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



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC

PLACE NOTARY SEAL ABOVE

OPTIONAL

Though the data 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 of 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(S) LIMITED GENERAL

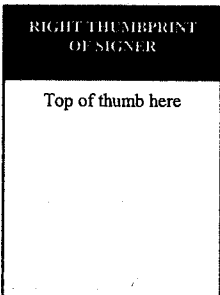
ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER : _____

SIGNER IS REPRESENTING _____



SIGNER'S NAME: _____

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S) _____

- PARTNER(S) LIMITED GENERAL

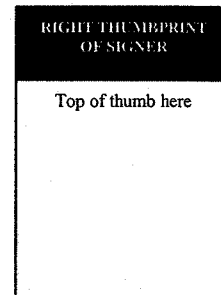
ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER : _____

SIGNER IS REPRESENTING _____



Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 AMERICAN LANE, 19TH FLOOR TOWER 1
SCHUAMBURG, IL 60196-1056
800-382-2150

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	39306
NAIC Group #:	<u>0212</u>
California Company ID #:	2479-4
Date authorized in California:	January 01, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

Lines of Insurance Authorized to Transact

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

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

Company Profile

ZURICH AMERICAN INSURANCE COMPANY

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

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	16535
NAIC Group #:	<u>0212</u>
California Company ID #:	4581-5
Date authorized in California:	January 01, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

Lines of Insurance Authorized to Transact

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

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