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



FROM: TLMA - Transportation Department

**SUBMITTAL DATE:** August 29, 2013

SUBJECT:

Construction of a Traffic Signal at Magnolia Avenue Railroad Grade Crossing

between Lincoln Street and Buchanan Street in the City of Riverside and in the

Home Gardens Area

### **RECOMMENDED MOTION:** That the Board of Supervisors:

- 1. Accept the low bid of Steiny and Company, Inc. of Baldwin Park, CA in the amount of \$139.848: and
- 2. Award the contract to Steiny and Company, Inc. and authorize the Chairman of the Board to execute the contract documents; and
- 3. Approve the project's proposed budget as shown on Attachment "A."

Juan C. Perez

Director of Transportation and Land Management

JCP:jrj:sb

DATA

Departmental Concurrence

FORM APPROVED COUNTY COUNSE

(Continued On Attached Page)

**Current F.Y. Total Cost: FINANCIAL** 

**Current F.Y. Net County Cost:** 

\$ 139,848 \$0 In Current Year Budget: **Budget Adjustment:** 

Yes No

**Annual Net County Cost:** SOURCE OF FUNDS: Gas Tax (ABX8-9 Mar 2010 New HUTA) (100%),

\$0 For Fiscal Year:

2013/2014 **Positions To Be** 

**Deleted Per A-30** Requires 4/5 Vote

There are no General Funds used in this project.

C.E.O. RECOMMENDATION:

**APPROVE** 

**County Executive Office Signature** 

### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Stone and Benoit

ATTACHMENTS FILED

Navs: Absent: None

**Ashley** 

Date: September 10, 2013 xc: Transp: Us

District: 1/1,2/2 | Agenda Number:

Kecia Harper-Ihem

Dep't Recomm.:

Policy

X

Exec. Ofc.:

 $\boxtimes$ 

Prev. Agn. Ref. 6/4/13, Item 3-52, 6/4/13, Item 3-53,

The Honorable Board of Supervisors

RE: Construction of a Traffic Signal at Magnolia Avenue Railroad Grade Crossing between Lincoln Street and Buchanan Street in the City of Riverside and in the Home Gardens Area August 29, 2013

Page 2 of 2

**BACKGROUND:** The County Transportation Improvement Program (TIP) provides for improvements to the construction of a traffic signal at the Magnolia Avenue railroad grade crossing between Lincoln Street and Buchanan Street in the City of Riverside and in the Home Gardens area of the County of Riverside (County).

By Minute Order dated June 4, 2013 (Agenda Item 3-53), the Board of Supervisors approved the plans and specifications for the construction of a traffic signal at Magnolia Avenue railroad grade crossing and authorized the Clerk of the Board to advertise for bids. Bids for the project were opened in the office of the Director of Transportation and Land Management at 2:00 p.m., Wednesday, June 26, 2013. Nine bids were received, ranging from \$139,848 to \$204,392. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Steiny and Company, Inc. in the amount of \$139,848, which is \$8,771 (6%) below the Engineer's Estimate.

The new traffic signal will help prevent eastbound motorists from queuing over the railroad tracks when the traffic light is red at Buchanan Street. This safety improvement is required by BNSF Railway Company to be installed prior to the construction of the Magnolia Avenue railroad grade separation. During the construction of the grade separation project, the signal improvement will provide construction traffic control at the railroad crossing at various construction stages. The anticipated date to begin construction for the grade separation project is early 2014, with a projected completion date of late 2016.

By Minute Order dated June 4, 2013 (Agenda Item 3-52), the Board of Supervisors approved the Highway-Rail Signal Interface Agreement between the County and BNSF Railway Company for improvement and maintenance of the Magnolia Avenue grade crossing.

The cooperative agreement between the County and the City of Riverside for the Magnolia Avenue grade crossing to share the construction costs is being presented to the Board of Supervisors for approval concurrent with the award of this project.

Annual operation and maintenance costs for this traffic signal are estimated at \$2,500 to be funded from gas tax. This traffic signal at the railroad crossing will be removed after the grade separation project is completed.

Reasonable care has been taken during the design phase to determine the location of underground utilities, including research of information from the local utility providers and communication with the utility owners. Given the uncertainties associated with performing undergrounding work, there is a potential for additional costs during construction to locate conflicting utilities by pot-holing and excavating and to make field construction changes as needed to avoid utilities. A contingency has been included in the construction budget, to be utilized only if deemed necessary by the Transportation Department, to cover the costs of resolving utility conflicts.

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.

County Project No.: B7-0788

### Form 11 Attachment

### Contract/Lease/Purchase Summary Data

⊠ Contract (fo	r Services)	G Lease		G Purchase (for Materials)	
G Approval/Rene	ewal	G Approv	val/Renewal	G Sole Source	
G Sole Source		G Multi-Y	ear Lease	G Other than Low Bid	
G Personal Serv	rices	G Equipr	ment	G Change Order	
G Independent (		G Real P			
G Other than Lo		G Chang	· · · · · · · · · · · · · · · · · · ·		
G Change Order		O Onang	,0 0,40,1		
☑ Public Works					
EM FUDIIC VVOINS					
			Selection Co	ommittee Member Names (RFP=s 0	Only
User	Transportation De	nartmont	N/A		
Department:	Transportation De	partment	14/4		
			- 1		
Vendor/Lessor Name:	Steiny and Company	, Inc.	Minority Status:	□ W □ DV ⊠ None	
Vendor/Lessor Location:	Baldwin Park, CA		Local Preference	ce Applied: G Yes G No ⊠ N	/A
			Local Preference (5% maximum p	ce Award Cost \$ reference)	
			Local Preference	ce FYTD: Cost \$ # of Orders	
Applicable Board P	Policy #	Con	nments:		
RFQ/RFP Process:		Bide	ding Process:		
Date Mailed:			Range:	\$ 139,847.75 to \$ 204,392.0	5
Response Date # of Responses			al Bid Range: ponsive and	N/A	
# of Qualified R			ponsive and ponsible Bid Rang	ge: \$ 139,847.75 to \$ 204,392.0	5
		`ontract/Lease	Renewals Only		
		oni acreese	Tronowald 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

697A

Riverside County Contract No. 13-08-003

### **AGREEMENT**

THIS CONTRACT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **Steiny and Company, Inc.** hereafter called "Contractor".

### WITNESSETH

### **RECITALS:**

- Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Construction of Traffic Signal at Magnolia Avenue Railroad Grade Crossing between Lincoln Street and Buchanan Street in the City of Riverside and in the Home Gardens Area, Project No. B7-0788, 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. <u>The Work</u>. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. <u>Liquidated Damages and Time of Completion</u>. 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 or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of 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:

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

# CONSTRUCTION OF TRAFFIC SIGNAL AT MAGNOLIA AVENUE RAILROAD GRADE CROSSING BETWEEN LINCOLN STREET AND BUCHANAN STREET IN THE CITY OF RIVERSIDE AND IN THE HOME GARDENS AREA

### PROJECT NO. B7-0788

### **AGREEMENT**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
	1	· · · · · · · · · · · · · · · · · · ·	- <sub>1</sub>	·	<u> </u>	
1	860201	SIGNAL AND LIGHTING	LS	1	94,200.00	94,200.00
2	000003	TEMPORARY POWER SERVICE	LS	1	3,700.00	3,700.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	4,900.00	4,900.00
4	074020	WATER POLLUTION CONTROL	LS	`: 1	2,100.00	2,100.00
5	170101	DEVELOP WATER SUPPLY	LS	1	2,500.00	2,500.00
6	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	60	52.50	3,150.00
7	150771	REMOVE ASPHALT CONCRETE DIKE	LF	55	5.85	321.75
8	731521	MINOR CONCRETE (SIDEWALK) [CRS 400 & 401]	SQFT	1,009	10.00	10,090.00
9	566011	ROADSIDE SIGN - ONE POST	EA	3	310.00	930.00
10	151281	SALVAGE ROADSIDE SIGN	EA	4	103.00	412.00
11	066565	RELOCATE SIGN	EA	1	245.00	245.00
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	50	4.70	235.00
13	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	¹ 1,0 <del>4</del> 0	4.10	4,264.00
14	010601	OBTAIN ENCROACHMENT PERMITS	FA	1	5,000.00	5,000.00
15	000003	BNSF AGREEMNT AND INSURANCE REQUIREMENT	LS	1	1,800.00	1,800.00
16	019901	DE-MOBLIZATION	LS.	1	6,000.00	6,000.00

PROJECT TOTAL:

One hundred thirty nine thousand, eight hundred forty seven dollars and seventy five cents \$139,847.75

**ITEMS 1-16** 

"WORDS"

# CONSTRUCTION OF TRAFFIC SIGNAL AT MAGNOLIA AVENUE RAILROAD GRADE CROSSING BETWEEN LINCOLN STREET AND BUCHANAN STREET IN THE CITY OF RIVERSIDE AND IN THE HOME GARDENS AREA

### PROJECT NO. B7-0788

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

COUNTY OF RIVERSIDE	STEINY AND COMPANY, INC.
BY Senor Supervisors JOHN J. BENOIT	BY Wiktor R. Pusic
DatedSEP 1 0 2013	TITLE: Vice President (If Corporation, Affix Seal)
ATTEST:	ATTEST:
Kecia Harper-Ihem, Clerk of the Board	Badan Mich
BY AUMOUTAN Deputy	TITLE: administrative assista
	Licensed in accordance with an act providing for the registration of Contractors,
	License No. 161273
ORM APPROVED COUNTY COUNSEL  SY: MARSHAL VICTOR  DATE	Federal Employer Identification Number: 95–1889828
MIAKSHAL	
BY	
"County"	"Corporation"

(Seal)

(Seal)

# Certification by Secretary of Corporate Resolution

At the meeting of the Directors of Steiny and Company, Inc., a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on May 17, 2013 at which a quorum of the directors were present the following resolution was adopted to wit:

### Resolved, that:

Chairman of the Board, President & Treasurer

Chief Financial Officer

Vice President

Vice President

VICE FIESIUEII

Vice President

Secretary

Susan Steiny

Vincent P. Mauch

Willie B. Hadley

Walter E. Johansen III

Viktor Pusic

Gayle C. Kappelman

are hereby authorized to sign contracts/agreements in the name of and on behalf of Steiny and Company, Inc.

I Gayle C. Kappelman, Secretary of Steiny and Company, Inc., do hereby certify that I am the Secretary of Said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on May 17, 2013 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation.

Gayle C. Kappelman, Secretary

## **Performance Bond**

cita	

1. Steiny and Company, Inc. (Contractor)		· · · · · · · · · · · · · · · · · · ·	
(County) for construction of public wor			
Avenue Railroad Grade Crossing bety			treet in the City of
Riverside and in the Home Gardens A	<u>rea, Project No.</u>	<u>. B7-0788</u> .	
•			
2, a			corporation (Surety),
is the Surety under this Bond.			
Agranmont			
Agreement:			
We, Contractor as Principal and Surety as S	urety iointly an	d severally agree state	and are bound unto
County, as obligee, as follows:	aroty, jointry an	a severally agree, state,	and are bound unto
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			
1. The amount of the obligation of this B	ond is 100% of	the estimated contract pr	ice for the Project of
\$ 139,847.75 (One hundred thirty nin		<del>-</del>	_
five cents) and inures to the benefit of	of County.		
2. This Bond is exonerated by Contract	•		•
conformance with the Contract Document			
effect for the recovery of loss, damage	_		ilure of Contractor to
so act. All of said Contract Documen	ts are incorporate	ted herein.	
2 This allies the 1 to 1	1 •		
3. This obligation is binding on our succ	essors and assig	ns.	No.
4. For value received, Surety stipulates	and agrees that	t no chonge time exten	sion propormant to
Contractor, alteration or addition to the			
work to be performed thereunder shall			
matters, except the total contract price			
Surety.	, commot of more	associate in the second	without approvar of
· · · · · · · · · · · · · · · · · · ·		*	
THIS BOND is executed as of		* . ,	
By	By		
<b>.</b>			
By	Type Na	me	
		Tto Attomosy	in Foot
		Its Attorney "Surety	
Title		Surety	<b>/</b>
1100			
"Contractor"			
(Corporate Seal)		(Corporate	Seal)

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

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

	Company, Inc., as Principal and Original Contractor and
executed between Principal and COUNTY	, a corporation, authorized to issue Surety Bonds in d in conjunction with that certain public works contract to be OF RIVERSIDE a public entity, as Owner, for \$139,847.75
amount payable. The amount of this bond is public work generally consisting of <b>Constru</b>	hundred forty seven dollars and seventy five cents), the total one hundred percent (100%) of said sum. Said contract is for ction of Traffic Signal at Magnolia Avenue Railroad Grade
Crossing between Lincoln Street and Bu	chanan Street in the City of Riverside and in the Home
Gardens Area, Project No. B7-0788.	
this Bond are as is set forth in 9554, 9558, 95	l in 9554 of the Civil Code and requirements and conditions of 560 and 9564 of said code. Without notice, Surety consents to requirements, amount of compensation, or prepayment under
Dated:	
	Original Contractor – Principal
	D
Surety	By
· · · · · · · · · · · · · · · · · · ·	
Ву	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,
evidence, to be the person whose name is sub	known to me, or proved to me on the basis of satisfactory scribed to the within instrument and acknowledged to me that ities, and that by his signature on the instrument the person, or eted, executed the instrument.
WITNESS my hand and official seal.	
Signature of Notary Public	Notary Public (Seal)
NOTE: This Bond must be executed by must be acknowledged. (Attach	both parties with corporate seal affixed. All signatures acknowledgements).

V.041113

### **Performance Bond**

Recitals: 1. Steiny and Company, Inc. (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Construction of Traffic Signal at Magnolia Avenue Railroad Grade Crossing between Lincoln Street and Buchanan Street in the City of Riverside and in the Home Gardens Area, Project No. B7-0788. corporation (Surety), 2. Liberty Mutual Insurance Company , a Massachusetts 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 \$ 139,847.75 (One hundred thirty nine thousand, eight hundred forty seven dollars and seventy five 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 July 18, 2013 Liberty Mutual Insurance Company Steinvand Company, Inc. Vincent P. Mauch Type Name \_\_Jeri Apodaca, Attorney in Fact By \_\_\_\_\_ Its Attorney in Fact "Surety" CFO Title \_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

### CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Los Angeles ss.
On July 23, 2013 before me, Luke Garcia, Notary Public    Date   Date
personally appeared Vincent Mauch
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  LUKE GARCIA Commission # 1892580 Notary Public - California Los Angeles County
My Comm. Expires Jun 13, 2014
(Seal)
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent
removal and reattachment of this form to another document.
Description of Attached Document:
Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:
Capacity(ies) Claimed by Signer
Signer's Name:
Individual  Corporate Officer - Title(s):  Partner(s) - Limited General  Attorney-in-Fact  Trustee  Guardian or Conservator  Other:  Signer is Representing:

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California County of Orange before me, \_\_\_\_ Rhonda C. Abel, Notary Public Here Insert Name and Title of the Officer Jeri Apodaca personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ave subscribed to the within instrument and acknowledged to me that He/she/they executed the same in Wis/her/their authorized capacity(16%), and that by Hills/her/thelf signature(s) on the instrument the person(s), or the entity upon behalf of which the person(\$) acted, executed the instrument. RHONDA C. ABEL Z COMM. # 1868284 NOTARY PUBLIC - CALIFORNIA D I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is ORANGE COUNTY COMM. EXPIRES OCT. 16, 2013 true and correct. WITNESS my hand and official seal. Signature Place Notary Seal Above **OPTIONAL** Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: Number of Pages: \_\_\_\_\_ Document Date: \_ Signer(s) Other Than Named Above: \_\_ Capacity(ies) Claimed by Signer(s) Signer's Name:\_\_ Signer's Name: ☐ Individual □ Individual ☐ Corporate Officer — Title(s): \_ ☐ Corporate Officer — Title(s): □ Partner — □ Limited □ General ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact Attorney in Fact Top of thumb here Top of thumb here □ Trustee □ Trustee ☐ Guardian or Conservator ☐ Guardian or Conservator ☐ Other: \_ ☐ Other:\_ Signer Is Representing:\_ Signer Is Representing: \_

# **Payment Bond**

(Public Work	s - Civil Code §9550 et seq.)
The makers of this Bond are Steiny and	Company, Inc., as Principal and Original Contractor and
Liberty Mutual Insurance Company	a corporation, authorized to issue Surety Bonds in
California, as Surety, and this Bond is issued	in conjunction with that certain public works contract to be
executed between Principal and COUNTY (	OF RIVERSIDE a public entity, as Owner, for \$ 139,847.75
(One hundred thirty nine thousand, eight h	nundred forty seven dollars and seventy five 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 Construc	tion of Traffic Signal at Magnolia Avenue Railroad Grade
Crossing between Lincoln Street and Bu	chanan Street in the City of Riverside and in the Home
Gardens Area, Project No. B7-0788.	
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, 95	60 and 9564 of said code. Without notice, Surety consents to
extension of time for performance, change in	requirements, amount of compensation, or prepayment under
said contract.	
Dated:July 18, 2013	Steiny and Company, Inc.
	Original Contractor - Principal
	Carlo Carlo
Liberty Mutual Insurance Company	Ву
Surety	Vincent P. Mauch
1 - 0	CEO
By podaca	Title CFO
Jeri Apodaca,	
Its Attorney In Fact	(If corporation, affix seal)
	(O ) O )
(Corporate Seal)	(Corporate Seal)
STATE OF	ss. SURETY'S ACKNOWLEDGEMENT
COUNTY OF	See Attached Notary Acknowledgment
	••
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 sub	oscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capac	cities, and that by his signature on the instrument the person, or
the entity upon behalf of which the person a	cted, executed the instrument.
WITNESS my hand and official seal.	
	Notary Public (Seal)
Signature of Notary Public	Notary Public (Seal)
	a last and a with compared and officed. All signatures
NOTE: This Bond must be executed by	y both parties with corporate seal affixed. All signatures

This Bond must be executed by both parties with commust be acknowledged. (Attach acknowledgements).

### CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California	
County of Los Angeles Ss.	
On July 23, 2013 before me, Luke	Garcia, Notary Public  Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Vincent Mauch	·,
who proved to me on the basis of satisfactory evidence to subscribed to the within instrument and acknowledged to in his/her/their authorized capacity(ies), and that by his/t person(s), or the entity upon behalf of which the person(	o me that he/she/they executed the same her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the laws paragraph is true and correct.	s of the State of California that the foregoing
No.	LUKE GARCIA pmmission # 1892580 ptary Public - California Los Angeles County
	omm. Expires Jun 13, 2014
	(Scal)
OPTIONA.  Though the information below is not required by law, it may prove valuable to persons removal and reattachment of this form	s relying on the document and could prevent fraudulent
Description of Attached Document:	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer	
Signer's Name:	
<ul><li>X Individual</li><li>☐ Corporate Officer - Title(s):</li></ul>	RIGHT THUMBPRINT OF SIGNER Top of thumb here
Partner(s) - Limited General Attorney-in-Fact Trustee	
Guardian or Conservator Other:	
Signer is Representing:	

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California County of Orange before me, \_\_\_\_Rhonda C. Abel, Notary Public Here Insert Name and Title of the Officer Jeri Apodaca personally appeared \_ Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/awe subscribed to the within instrument and acknowledged to me that hie/she/thev executed the same in his/her/hheir authorized capacity(16%), and that by 16%/her/1661 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. COMM. # 1868284 IOTARY PUBLIC - CALIFORNIA 🛈 ORANGE COUNTY 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 Place Notary Seal Above **OPTIONAL** Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: Number of Pages: \_\_\_\_\_ Document Date: \_ Signer(s) Other Than Named Above: \_ Capacity(ies) Claimed by Signer(s) Signer's Name:\_ Signer's Name: \_ □ Individual ☐ Individual ☐ Corporate Officer — Title(s): \_ ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General RIGHT THUMBPRINT OF SIGNER ☐ Attorney in Fact Attorney in Fact Top of thumb here Top of thumb here ☐ Trustee □ Trustee ☐ Guardian or Conservator ☐ Guardian or Conservator Other: \_ Other:\_\_ Signer Is Representing: Signer Is Representing: \_

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6191740

American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

### **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Saltarelli; James A. Schaller; Jeri Apodaca; Kim Luu; Michael D. Parizino; Rachelle Rheault; Rhonda C. Abel each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge all of the city of Newport Beach, state of CA and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed 2013 day of July thereto this 8th American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company 1991 West American Insurance Company 1006 Signal Avenue Secretary

Gregory W. Davenport, Assistant Secretary STATE OF WASHINGTON COUNTY OF KING 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American On this 8th day of July Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written. By: KD Riley , Notan Public This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. Not valid f ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. 1, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_ David M. Carey, Assistant Secretary 1917

guarantees.

note, loan, letter of credit,

or residual value

rate

for mortgage,

# Company Profile

# LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST BOSTON, MA 02116 800-526-1547

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#:

23043

NAIC Group #:

<u>0111</u>

California Company ID #:

1022-3

Date authorized in California:

August 30, 1929

License Status:

UNLIMITED-NORMAL

Company Type:

Property & Casualty

State of Domicile:

**MASSACHUSETTS** 

### 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 Complaint Information**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/31/2013

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

REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is the terms and conditions of the policy certificate holder in lieu of such endor	, cert	ain p	olicies may require an er	olicy(ies ndorsen	) must be er nent. A state	ndorsed. If S ement on thi	SUBROGATION IS WAIVE is certificate does not co	D, sub nfer riç	ject to ghts to the
PRODUCER		1.7		CONTAC NAME:	T Alexis B	erlanga			
Alliant Insurance Services, Inc.					Ext):949-66(		FAX (A/C, No):U	se em	ail
1301 Dove Street, Suite 200				ERAN		@alliant.co			
Newport Beach CA 92660-2436				ADDINES		_	DING COVERAGE		NAIC#
				INCLUDE		ublic Genera		,	4139
INSURED				1			· · · · · · · · · · · · · · · · · · ·		9445
				1		Union Fire	ULFA		3173
Steiny & Company, Inc. 12907 East Garvey Ave				INSURE					
Baldwin Park CA 91706				INSURE	RD:				
Balanni an or or or				INSURE	RE:				
				INSURE	RF:			1	
			NUMBER: 1845927551				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUII PER1	REMEI TAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	CONTRACT	OR OTHER I S DESCRIBEI	OCUMENT WITH RESPEC HEREIN IS SUBJECT TO	T TO V	VHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL	SUBR		1	POLICY FFF	POLICY EXP	LIMITS	3	
A GENERAL LIABILITY	Υ		A1CG95211304		7/1/2013	7/1/2014		\$1,000,0	000
X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,00	ю.
CLAIMS-MADE X OCCUR								\$5,000	
ODAMO-MADE ( ) OGGON							PERSONAL & ADV INJURY	\$1,000,0	000
		ļ		ŀ	*		GENERAL AGGREGATE	\$2,000,0	000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$2,000,0	000
POLICY X PROT LOC							Ded.	\$25,000	)
A AUTOMOBILE LIABILITY	Υ	N	A1CA95211304		7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,	000

ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS \$ 7/1/2013 7/1/2014 BE018085738 В X UMBRELLA LIAB EACH OCCURRENCE \$20,000,000 OCCUR EXCESS LIAB \$20,000,000 AGGREGATE CLAIMS-MADE DED X RETENTION \$10,000 7/1/2014 WORKERS COMPENSATION WC STATU-TORY LIMITS 7/1/2013 A1CW95211304 AND EMPLOYERS' LIABILITY AND EMPLOYERS LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT \$1,000,000 N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Re: Steiny job #4474. Construction of Traffic Signal at Magnolia Avenue Railroad Grade Crossing between Lincoln Street and Buchanan

Street in the City of Riverside and in the Home Gardens Area Project No. B7-0788

The City of Riverside, its officers, directors, agents and employees are named as Additional Insured with respect to General Liability and Auto Liability. Waiver of Subrogation applies to General Liability and Workers Compensation per attached endorsements.

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

BODILY INJURY (Per person)

E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

\$

POLICY NUMBER: A1CG95211304

### 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				
As Per Written Contract.					

- 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
  - 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.

#### However:

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

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

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

- 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.

O aurie Stokes

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As per written contract but only when coverage for completed operations is specifically required by that contract.	
Information required to complete this Schedule, if not shadows	nown above, will be shown in the Declarations.

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

#### However:

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

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

& aurie Stokes

POLICY NUMBER: A1CG95211304

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Designated Construction Project(s): All of your designation construction projects where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds:
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

O aurie Stoker

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction proiect.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

### OLD REPUBLIC GENERAL INSURANCE CORPORATION

### CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s)
Or Organization(s):

Location(s) of Covered Operations

As required by written contract:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Steiny and Comp	pany, Inc.	
Policy Number	A1CG95211304	Endorsement No.	
Policy Period	7/1/13-7/1/14 to	Endorsement Effective Date:	see certificate
Producer's Name:	Alliant Insurance	ce Services, Inc.	
Producer Number:			

AUTHORIZED REPRESENTATIVE DATE

CG EN GN 0029 09 06

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

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

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

Named Insured: STEINY AND COMPANY, INC.	
Endorsement Effective Date: see certificate	
Countersignature Of Authorized Repres	entative
Name: Laurie Stokes	
Signature: War Stokus	
Date: see certificate	

POLICY NUMBER: A1CG95211304

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

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

This endorsement modifies insurance provided under the following:

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

#### **SCHEDULE**

Name Of Person Or Organization:	Where	required	by	written	contract.	
·						
Information required to complete this	Schedule.	if not shown ab	ove.	will be shown	n in the Declaration	S.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

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



POLICY NUMBER: A1CA95211304

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

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

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

Named Insured: Steiny and Company, Inc.

Endorsement Effective Date: see certificate

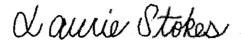
### **SCHEDULE**

### Name(s) Of Person(s) Or Organization(s):

Where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



# OLD REPUBLIC GENERAL INSURANCE CORPORATION WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule: As required by written contract.

The premium charge for this endorsement is \$0.00

Named Insured	Steiny and Compa	any, Inc.	
Policy Number	A1CW95211304	Endorsement No.	
Policy Period	7/1/13-7/1/14 to	Endorsement Effective Date:	see certificate
Producer's Name:	Alliant Insuran	ce Services, Inc.	
Producer Number:			

AULIE Stokus

see certificate

DATE

WC 99 03 15 (01/07)



# Umbrella Prime® Commercial Umbrella Liability Policy With CrisisResponse®

### **DECLARATIONS**

The company issuing this policy is indicated by an "X" in t	he box to the left of the company's name.	
Chartis Property Casualty Company	Illinois National Insurance Company	
American Home Assurance Company	X National Union Fire Insurance Company of Pittsburgh, Pa.	
Chartis Casualty Company	New Hampshire Insurance Company	
Commerce & Industry Insurance Company	The Insurance Company of the State of Pennsylvania	
Granite State Insurance Company		•
(each of the above	being a capital stock company)	
	ss: 175 Water Street, New York, NY 10038 one No. 212-458-5000	
POLICY NUMBER: BE 018085738	RENEWAL OF: 061731542	
ITEM 1. NAMED INSURED: STEINY AND COMPANY,	INC.	
MAILING ADDRESS: 12907 E. GARVEY AVENI BALDWIN PARK, CA 917		
ITEM 2. POLICY PERIOD: FROM: July 1, 2013 (At 12:01 A.M., standard time	TO: July 1, 2014 e, at the address of the Named Insured stated abov	re.)
ITEM 3. LIMITS OF INSURANCE		
The Limits of Insurance, subject to the terms of the	nis policy, are:	
A. \$20,000,000 Each Occurrence		
	accordance with Section IV. Limits of Insurance)	
C. \$20,000,000 Products-Completed (	Operations Aggregate (in accordance with Section IV.	Limits of Insurance)
D. \$250,000 CrisisResponse Sublin		
E. \$50,000 Excess Casualty Crisi	sFund Limit of Insurance	
ITEM 4. SCHEDULED UNDERLYING INSURANCE - See	Schedule of Underlying Insurance	
ITEM 5. SELF-INSURED RETENTION - \$10,000	Each Occurrence	
ITEM 6. PREMIUM AND PREMIUM COMPUTATION		
ESTIMATED TOTAL ANNUAL EXPOSURE		
RATES PER	FLAT	
MINIMUM PREMIUM	\$168,000.00 \$168,000.00	
ADVANCE PREMIUM	\$168,000.00	
ITEM 7. THIS POLICY INCLUDES THESE ENDORSEMEN	NTS AT INCEPTION DATE: SEE ATTACHED SCHEDU	/LE
PRODUCER NAME: ALLIANT INSURANCE SERVICES, I	NC.	
ADDRESS: 1301 DOVE ST NEWPORT BEACH, CA 92660-2412		
NEWFORT BEACH, CA 32000-2412		
	W-	
	Christopher G. Kopser	
	authorized Representative or	Date
C	countersignature (Where Applicable)	

Issue Date: 06/21/13

80518 (11/09) AH2698

# Company Profile

# OLD REPUBLIC GENERAL INSURANCE **CORPORATION**

307 N MICHIGAN AVE 17TH FL CHICAGO, IL 60601-5382 800-331-5554

Former Names for Company

INTERNATIONAL BUSINESS & MERCANTILE REASSURANCE COMPANY

Old Name: MOTORISTS BENEFICIAL INSURANCE COMPANY

**Effective Date: 12-14-2006** 

**Effective Date: 04-21-1982** 

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#:

24139

NAIC Group #:

0150

California Company ID #:

1800-2

Date authorized in California:

June 30, 1965

License Status:

**UNLIMITED-NORMAL** 

Company Type:

Property & Casualty

State of Domicile:

**ILLINOIS** 

### 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.

**AUTOMOBILE** 

**BOILER AND MACHINERY** 

**BURGLARY** 

COMMON CARRIER LIABILITY

DISABILITY

**FIRE** 

LIABILITY

**MARINE** 

**MISCELLANEOUS** 

PLATE GLASS

**SPRINKLER** 

**SURETY** 

TEAM AND VEHICLE

WORKERS' COMPENSATION

# Company Profile

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

180 MAIDEN LANE NEW YORK, NY 10038 800-551-0824

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#:

19445

NAIC Group #:

0012

California Company ID #:

0131-3

Date authorized in California:

November 28, 1902

License Status:

UNLIMITED-NORMAL

Company Type:

Property & Casualty

State of Domicile:

**PENNSYLVANIA** 

### 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 Complaint Information**

### **Attachment "A"**

Riverside County Transportation Department

Project:

Magnolia Avenue Railroad Grade Crossing Between Lincoln Street & Buchanan Street

Project No.(s):

B7-0788

**Project Costs and Budget** Existing Proposed Total **Projected** Incurred Activity Budget Costs **Budget** Costs Costs 1,000 931 1,000 **Preliminary Survey** 69 2,000 256 2,000 1,000 Environmental 1,744 31 163,000 141.000 163,000 162,969 Design Right-of-way Utilities Construction 9.540 139.848 149,388 175,000 383,000 13,985 **Construction Contingency** 10% 13.985 209,002 209,002 **BNSF Track Improvements** 0 10,815 Signal Pole Equipment 10.815 21,000 30,000 11.421 20.977 Construction Engineering & Inspection 15.0% 9,556 6,000 7,000 6,992 6,992 5.0% Construction Survey

D: 4 E	بمصنالم من
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Code	Name	Existing Budget	Proposed Budget
221	Gas Tax (ABX8-9 Mar 2010 New HUTA)	353,000	472,499
719	City of Riverside (BNSF Track Improvements 50%)	104,501	104,501
4			
	Totals	457,501	577,000

194,693

Totals:

577.159

382,466

353.000

577,000

### Comments

Original scope included designing center median extension to prohibit u-turn over the RR tracks and addressing drainage issue. These efforts were dropped when grade separation project came along. A vast amount of staff time were spent on conducting field observations, researches, meeting with vendors and consultant on vehicle detection systems, coordinating with BNSF on GO-88B application and C&M Agreement, County's Magnolia Grade Separation project, and City of Riverside Buchanan Quite Zone project. City of Riverside will contribute 50% of the BNSF track improvements since their project will also be benefited from the track improvements.

Printed:

August 1,13 10:43 AM

Page 1

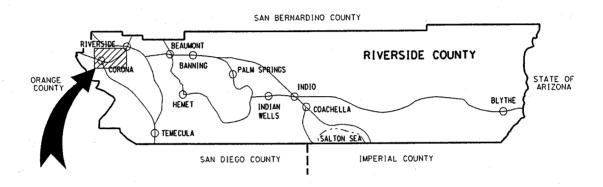
# COUNTY OF RIVERSIDE DEPARTMENT OF TRANSPORTATION

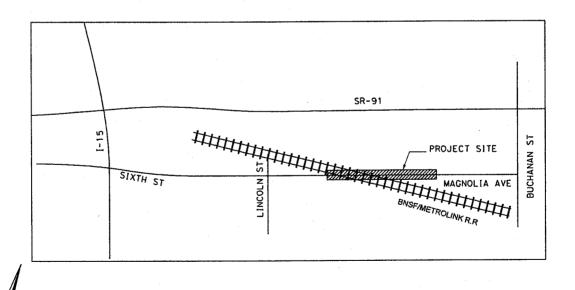
### **MAGNOLIA AVE**

QUEUE-CUTTER SIGNAL PROJECT

IN THE HOME GARDENS AREA

PROJECT No. B7-0788





VICINITY MAP

TOWNSHIP 38 RANGE 6W SECTION 22 COUNTY ROAD BOOK PAGE No. 23A

Page 1 of 3

Riverside County Transportation Department Summary of Bids

Advertised: June 4, 2013 (Agenda Item: 3-53)

Addenda: None

Bids Open: 2 pm Date: Wednesday, June 26, 2013

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B7-0788	
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PROJECT NO	
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and Home Garden Area

PROJECT: Construction of Traffic Signal at Magnolia Avenue Railroad Crossing Between Lincoln Street and Buchanan Street, in the City of Riverside

200								
,					COUNTY'S ESTÍMATE	ESTIMATE	Steiny and Company, Inc. Baldwin Park, CA 91706	ompany, Inc. k, CA 91706
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
-	860201	SIGNAL AND LIGHTING	ST	-	105,000.00	105,000.00	94,200.00	94,200.00
2	000000	TEMPORARY POWER SERVICE	ST	-	3,000.00	3,000.00	3,700.00	3,700.00
ო	120100	TRAFFIC CONTROL SYSTEM	S	-	2,000.00	2,000.00	4,900.00	4,900.00
4	074020	WATER POLLUTION CONTROL	SJ	-	1,000.00	1,000.00	2,100.00	2,100.00
· w	170101	DEVELOP WATER SUPPLY	rs Ls	-	1,000.00	1,000.00	2,500.00	2,500.00
9	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	5	8	72.00	4,320.00	52.50	3,150.00
7	150771	REMOVE ASPHALT CONCRETE DIKE	5	55	8.00	440.00	5.85	321.75
8	731521	MINOR CONCRETE (SIDEWALK) [CRS 400 & 401]	SQFT	1,009	11.00	11,099.00	10.00	10,090.00
, n	566011	ROADSIDE SIGN - ONE POST	EA	က	250.00	750.00	310.00	930.00
10	151281	SALVAGE ROADSIDE SIGN	EA	4	100.00	400.00	103.00	412.00
-======================================	066565	RELOCATE SIGN	ĒĀ	7	150.00	150.00	245.00	245.00
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	20	9:00	300:00	4.70	235.00
13	840519	I DERINCPLASTIC CROSSIVALN AND PAVEMENT	SQFT	1,040	4:00	4,160.00	4.10	4,264.00
4	010601	OBTAIN ENCROACHMENT PERMITS	FA	-	5,000.00	5,000.00	2,000.00	2,000.00
. rz	000003	BNSF AGREEMNT AND INSURANCE REQUIREMENT	ST	-	4,000.00	4,000.00	1,800.00	1,800.00
16	019901	DE-MOBLIZATION	SI	•	6,000.00	00.000,9	6,000.00	6,000.00
		TOTAL						1 1 0 0 0 0 7
		ITEMS 1-16				148,619.00		139,847.75
						:	r) .	
					Sully-Miller Co	Sully-Miller Contracting Co.	Competitive Edge Electric, Inc.	ge Electric, Inc.
					Brea, CA 92821	4 92821	Highland, CA 92346	CA 92346
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
-	860201	SIGNAL AND LIGHTING	ST	-	125,880.00	125,880.00	125,065.00	125,065.00
7	000003	TEMPORARY POWER SERVICE	rs	-	1,850.00	1,850.00	1,000.00	1,000.00
ო	120100	TRAFFIC CONTROL SYSTEM	S	-	1,471.00	1,471.00	1,500.00	
4	074020	WATER POLLUTION CONTROL	ST	-	721.00	721.00	2,500.00	
5	170101	DEVELOP WATER SUPPLY	S7		985.00	985.00	1,000.00	•
9	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	<u>"</u>	09	33.20	1,992.00	20.00	_
7	150771	REMOVE ASPHALT CONCRETE DIKE	<u>ዜ</u>	22	14.00	770.00	2.00	275.00
8	731521	MINOR CONCRETE (SIDEWALK) [CRS 400 & 401]	SQFT	1,009	7.00	7,063.00	5.50	5,549.50
6	566011	ROADSIDE SIGN - ONE POST	EA	ဗ	250.00	750.00	350.00	1,050.00
- 6	151281	SALVAGE ROADSIDE SIGN	Æ	4	84.00	336.00	20.00	200.00
=	066565	RELOCATE SIGN	Ą	_	167.00	167.00	200.50	200.50
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	20	11.14	557.00	16.00	
13	840519	I HERMICPLASTIC CROSSWALN AND PAVEMENT	SQFT	1,040	3.35	3,484.00	4.00	4,160.00
4	010601	OBTAIN ENCROACHMENT PERMITS	FA	-	5,000.00	5,000.00	5,000.00	2,000.00
- 45	000003	BNSF AGREEMNT AND INSURANCE REQUIREMENT	ST	-	1,715.00	1,715.00	3,500.00	3,500.00
. 9	019901	DE-MOBLIZATION	SI	-	6,000.00	6,000.00	6,000.00	6,000.00
		TOTAL					. •	7
		ITEMS 1-16			The state of the s	158,741.00		159,000.00

Traffic Signal at Magnolia Ave.Railroad Crossing: Bid-Summary UPDATED: 06/26/2013

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	Summary of Bids	Summary of Bids		PROJECT: Con	struction of Traffic S	ignal at Magnolia Av	PROJECT: Construction of Traffic Signal at Magnolia Avenue Railroad Crossing	ing
				Bet	veen Lincoln Street	and Buchanan Street	Between Lincoln Street and Buchanan Street, in the City of Riverside	ide
Advertise	d: June 4,	Advertised: June 4, 2013 (Agenda Item:3-53)		and	and Home Garden Area			
Addenda:	None							-
Bids Open:	2 pm	Date: Wednesday, June 26, 2013		PROJECT NO. B7-0788				
					4 Select Electric. Inc.	ctric. Inc.	5 Dynalectric	ectric
					Poway, CA 92074	A 92074	Los Alamitos, CA 90720	s, CA 90720
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	EST	BID UNIT PRICE	BID ESTIMATE
-	860201	SIGNAL AND LIGHTING	ST	1	126,837.00	126,837.00	128,244.00	128,244.00
7	000003	TEMPORARY POWER SERVICE	rs	-	1,932.00	1,932.00	3,179.00	3,179.00
ი	120100	TRAFFIC CONTROL SYSTEM	rs	<del>-</del>	2,317.00	2,317.00	4,826.00	4,826.00
4	074020	WATER POLLUTION CONTROL	ST		1,000.00	1,000.00	665.00	992.00
ĸ	170101	DEVELOP WATER SUPPLY	S	-	1,219.00	1,219.00	1,108.00	1,108.00
9	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	5	09	55.00	3,300.00	20.00	3,000.00
7	150771	REMOVE ASPHALT CONCRETE DIKE	5	22	00.9	330.00	2.00	275.00
80	731521	MINOR CONCRETE (SIDEWALK) [CRS 400 & 401]	SQFT	1,009	10.00	10,090.00	00.6	9,081.00
o.	566011	ROADSIDE SIGN - ONE POST	Ą	က	323.00	00.696	294.00	882.00
1	151281	SALVAGE ROADSIDE SIGN	Ā	4	98.00	392.00	89.00	356.00
-	066565	RELOCATE SIGN	EA	-	256.00	256.00	233.00	233.00
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SOFT	20	2.00	250.00	4.50	225.00
5	840519	MADIND	SOFT	1,040	4.00	4,160.00	4.00	4,160.00
4	010601	OBTAIN ENCROACHMENT PERMITS	Ħ Ā		5,000.00	5,000.00	2,000.00	2,000.00
15	000003	BNSF AGREEMNT AND INSURANCE REQUIREMENT	ST	-	5,625.00	5,625.00	5,038.00	5,038.00
91	019901	DE-MOBILIZATION	ST	1	6,000.00	00.000,9	6,000.00	6,000.00
		TOTAL						.`
		ITEMS 1-16				169,677.00		172,272.00
					<b>9</b>			
					JFL Electric, Inc. Los Angeles. Ca 90	JFL Electric, Inc. Los Angeles. Ca 90001	PTM General Engineering service, inc. Riverside, CA 92504	eering Service, Inc. CA 92504
TEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
-	860201	SIGNAL AND LIGHTING	ST	1	69,982.00	69,982.00	146,000.00	146,000.00
7	000003	TEMPORARY POWER SERVICE	ST .	-	52,250.00	52,250.00	1,000.00	1,000.00
ო	120100	TRAFFIC CONTROL SYSTEM	rs	-	5,500.00	5,500.00	8,000.00	8,000.00
4	074020	WATER POLLUTION CONTROL	r <sub>S</sub>		00.099	00.099	2,000.00	2,000.00
2	170101	DEVELOP WATER SUPPLY	r.s	-	1,100.00	1,100.00		00:006
9	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	4	99	55.00	3,300.00	22.00	1,320.00
7	150771	REMOVE ASPHALT CONCRETE DIKE	<b>5</b>	55	5.50	302.50	5.50	302.50
80	731521	MINOR CONCRETE (SIDEWALK) [CRS 400 & 401]	SQFT	1,009	9:90	9,989.10	6.50	6,558.50
o	566011	ROADSIDE SIGN - ONE POST	EA	ო	247.50	742.50	250.00	750.00
9	151281	SALVAGE ROADSIDE SIGN	EA	4	82.50	330.00	85.00	340.00
~	066565	RELOCATE SIGN	EA	~	165.00	165.00	165.00	165.00
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	8	11.00	550.00	15.00	750.00
13	840519	MARKING CACCOUNTER AND TAVEINEN!	SQFT	1,040	3.30	3,432.00	0.4	4,160.00
4	010601	OBTAIN ENCROACHMENT PERMITS	FA	γ	5,000.00	5,000.00	5,000.00	2,000.00
15	000003	BNSF AGREEMNT AND INSURANCE REQUIREMENT	S7	-	33,000.00	33,000.00	11,198.00	11,198.00
9	019901	DE-MOBLIZATION	ST	1	6,000.00	6,000.00	9,000.00	00.000,9
		TOTAL				102 203 10	٠	194 444 00
			,			134,000,10		2011

Traffic Signal at Magnolia Ave.Railroad Crossing: Bid-Summary UPDATED: 06/26/2013

Riversid Summar	Riverside County Summary of Bids	Riverside County Transportation Department Summary of Bids		PROJECT: Con	PROJECT: Construction of Traffic Signal at Magnolia Avenue Railroad Crossing Between Lincoln Street and Buchanan Street, in the City of Riverside	gnal at Magnolia Ave nd Buchanan Street,	enue Railroad Crossi in the City of Riversi	B ⊕p
Advertise	d: June 4,	Advertised: June 4, 2013 (Agenda Item:3-53)		and	and Home Garden Area		٠	
Addenda:	None							e
Bids Open: 2 pm		Date: Wednesday, June 26, 2013		PROJECT NO. B7-0788				
					Φ.		<b>o</b>	
					California Professional Eng.	ssional Eng.	Unique Performance Const.	nance Const.
					La Punte, CA 91748	A 91748	Anaheim, CA 92807	A 92807
CN MAT	ITEM CODE	CONTRACTITEM	SLINO	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
-	860201	SIGNAL AND LIGHTING	ST	-	151,168.00	151,168.00	166,750.00	166,750.00
- 6	000003	TEMPORARY POWER SERVICE	รา	-	2,000.00	2,000.00	1,725.00	1,725.00
, w	120100	TRAFFIC CONTROL SYSTEM	ST	-	6,000.00	6,000.00	3,450.00	3,450.00
4	074020	WATER POLLUTION CONTROL	S7	-	800.00	800.00	1,725.00	1,725.00
ις.	170101	DEVELOP WATER SUPPLY	rs	-	1,200.00	1,200.00	1,150.00	1,150.00
9	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	ኴ	8	49.00	2,940.00	34.50	2,070.00
	150771	REMOVE ASPHALT CONCRETE DIKE	<u>"</u>	35	00.9	330.00	11.50	632.50
80	731521	MINOR CONCRETE (SIDEWALK) [CRS 400 & 401]	SQFT	1,009	00.6	9,081.00	9.20	9,282.80
<u>ი</u>	566011	ROADSIDE SIGN - ONE POST	ËA	ო	250.00	120.00	258.75	776.25
5	151281	SALVAGE ROADSIDE SIGN	Ā	4	90.00	360.00	86.25	345.00
7	066565	RELOCATE SIGN	EA	-	200.00	200.00	172.50	172.50
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	22	13.00	650.00	11.50	575.00
13	840519	I DEFINICITATIO CACCOSVALA AND PAVEMENT	SQFT	1,040	3.50	3,640.00	3.45	3,588.00
14	010601	OBTAIN ENCROACHMENT PERMITS	FA	-	2,000.00	2,000.00	2,000.00	2,000.00
15	00000	BNSF AGREEMNT AND INSURANCE REQUIREMENT	S	-	2,000.00	2,000.00	1,150.00	1,150.00
16	019901	DE-MOBLIZATION	ST		6,000.00	6,000.00	00.000,9	6,000.00
		TOTAL ITEMS 1-16			-	195,119.00		204,392.05

### CONTRACTOR'S PROPOSAL

TO:	COL	INTY OF RIVERSIDE			DATE: <u>06-2</u>	16-13
	herea	after called "County":				
BIDD	ER:_	Steiny and Company,	Inc.			
		(herea	fter called "	Contractor")		

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of CONSTRUCTION OF TRAFFIC SIGNAL AT MAGNOLIA AVENUE RAILROAD GRADE CROSSING BETWEEN LINCOLN STREET AND BUCHANAN STREET IN THE CITY OF RIVERSIDE AND IN THE HOME GARDENS AREA, PROJECT NO. B7-0788 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:

- 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 whether a particular Proposal is the lowest responsible bid submitted.

- 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.

# CONSTRUCTION OF TRAFFIC SIGNAL AT MAGNOLIA AVENUE RAILROAD GRADE CROSSING BETWEEN LINCOLN STREET AND BUCHANAN STREET IN THE CITY OF RIVERSIDE AND IN THE HOME GARDENS AREA

#### PROJECT NO. B7-0788

### **PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	860201	SIGNAL AND LIGHTING	LS	1		94,200,00
2	000003	TEMPORARY POWER SERVICE	LS	1		3700,00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		4900.00
4	074020	WATER POLLUTION CONTROL	LS	1	•	2/00.00
5	170101	DEVELOP WATER SUPPLY	LS	1		2500.00
6	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	60	51.50	3,150.00
7	150771	REMOVE ASPHALT CONCRETE DIKE	LF	55	5,85	3.2175
8	731521	MINOR CONCRETE (SIDEWALK) [CRS 400 & 401]	SQFT	1,009	10,00	10,09000
9	566011	ROADSIDE SIGN - ONE POST	EA	3	3/0.00	930.00
10	151281	SALVAGE ROADSIDE SIGN	EA	4	103,00	412,00
11	066565	RELOCATE SIGN	EA	1		245.00
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	50	4,70	4257.00
13	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,040	4.10	4:264,50
14	010601	OBTAIN ENCROACHMENT PERMITS	FA	1	5,000.00	5,000.00
15	000003	BNSF AGREEMNT AND INSURANCE REQUIREMENT	LS	1		1800.00
16	019901	DE-MOBLIZATION	LS	1	6,000.00	6,000.00

PROJECT TOTAL: One Hundred Thirty Nino Thousand Eight \$139,847,78

Hundred Forty Sever 7500.

### **BIDDER DATA:**

Name of Bidder Steiny and Comp	any, Inc.		
Type of Organization Corporation			
Person(s) Authorized to Sign for Bidder	Vincent P. Mauch, CFO fo	or Steiny and	Company,
Address 12907 E. Garvey Aven	ue, Baldwin Park, CA 91	1706	V
	Phone 626-338-9923	3	
Contractor's License 161273 Type & Number  Expiration Date 5/31/15	A,B,C-7,C-10		
8. <u>DESIGNATION OF SUBCONT</u> complete list of each subcontracte in or about the construction in an	or who will perform work or labor	or render service	
ITEM SUBCONTRACTOR	<u>ADDRESS</u>	LICENSE NO.	
3thru 8 EBS Gan Eng 9thru 13 Chrisp G	1320East 65h St Sinte 100 Comme de 22805 a Lilae Du	A7200/6 374600	
	Bloomington Ce	3,,,,,,	

Percent of work to be performed by sub-contractors: 15 % (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.

Steiny and Company, Inc.

Vincent P. Mauch

TITLE CFO

"Contractor"

### **Non-Collusion Declaration**

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

The undersigned declares:				
I am the CFO the party making the foregoing b		Steiny and	d Company,	In (Company),
The bid is not made in the in company, association, organizate. The bidder has not directly or in sham bid. The bidder has not directly or any bidder or anyone else to published has not in any manner, conference with anyone to fix the profit, or cost element of the bid	tion, or corporation. indirectly induced of directly or indirectly ut in a sham bid, or directly or indirectly or indirectly of the bid price of the bid	The bid is go r solicited any r colluded, con or that anyone otly, sought be dder or any of	enuine and not on the control of the	collusive or sham.  o put in a false or  ed, or agreed with  om bidding. The  communication, or
All statements contained in the lor her bid price of any breakdor relative thereto, to any corporation to any member or agent there not pay, any person or entity for	wn thereof, or the con, partnership, cone of to effectuate a cone	ontents thereo npany, associa	f, or divulged in tion, organizatio	formation or data on, bid depository,
Any person executing this declar venture, limited liability comprepresents that he or she has ful the bidder.	pany, limited liabi	lity partnersh	ip, or any oth	er entity, hereby
I declare under penalty of perjuand that this declaration is execu	nted on			
June M	$(0)$ onth) $\frac{18}{100}$	ay) of	OB (Year)	),
atBaldwin Park	(City),	CA	(State	).
Signature of Declarant:	On	e C		_
Printed name of Declarant:	Vincent P. Ma	auch, CFO		
Name of Bidder (Company):	Steiny and C	Company,	Inc.	·. -
Title or Office:	CFO			•
Note: Notarization of signature Check box if attachment i				

### CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Los Angeles ss.
On June 20, 2013 before me, Luke Garcia, Notary Public  Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Vincent Mauch ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  LUKE GARCIA Commission # 1892580 Notary Public - California
Los Angeles County My Comm. Expires Jun 13, 2014
Signature
OPTIONAL — (Scal)
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.
Description of Attached Document:
Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:
Capacity(ies) Claimed by Signer
Signer's Name:
Individual OF SIGNER Top of thumb here
Corporate Officer - Title(s):  Partner(s) -
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:
Signer is Representing:

### **Bid Bond**

Recitals:	
1. Steiny and Company, Inc.	"Contractor", has submitted
	side, "County", for the construction of public work for
	AGNOLIA AVENUE RAILROAD GRADE CROSSING
	AN STREET IN THE CITY OF RIVERSIDE AND IN B7-0788, in accordance with a Notice Inviting Bids from
the County.	57-0788, in accordance with a Profice Hivining Dids Hoffi
2. Liberty Mutual Insurance Company	a Massachusetts
corporation, hereafter called "Surety", is the sure	
corporation, notation various outroy, is the suit	
Agreement:	
We, Contractor as Principal and Surety as Surety, jo	intly 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 Count	<del>-</del>
	said Proposal or, in the alternate, (2) if said Proposal is
_	nd furnishes the Bonds as agreed to in its Proposal,
	the recovery of loss, damage and expense of County
	reed to in its Proposal. Some types of possible loss,
damage and expense are specified in the Contrac	
	es that its obligations hereunder shall in no way be
notice of any such extension.	hin which County may accept the Proposal and waives
4. This Bond is binding on our heirs, executors, ad	ministrators, successors and assigns
4. This bond is omitting on our neits, executors, act	ininistrators, successors and assigns.
Dated: June 20, 2013	
Signatures:	
Liberty Mutual Insurance Company	Steiny and Company, Inc.
	m
By: podala By:	Till B. Marrah GEO
Jeri Apodaca Title: Attorney in Fact Title:	Vincent P. Mauch, CFO
Title: Attorney in Fact Title: "Surety"	"Contractor"
STATE OF	
COUNTY OF	ss. SURETY'S ACKNOWLEDGEMENT
	See Attached Notary Acknowledgment
Onbefo	ore me,
personally appeared,	known to me, or proved to me on the basis of
satisfactory evidence, to be the person whose name is	
to me that he/she executed the same in his/her author	
instrument the person, or the entity upon behalf of w	hich the person acted, executed the instrument.
WITNESS my hand and official seal.	
Signature of Notary Public	Notary Public (Seal)
Wapaannima V Va a t V Princ J in 17 Con V	a coming a source of significant to

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	· · · · · · · · · · · · · · · · · · ·
County of Orange	<b>J</b>
On	da C. Abel, Notary Public
Date Delote Tile,	Here Insert Name and Title of the Officer
personally appeared	
	Name(s) of Signer(s)
RHONDA C. ABEL COMM. # 1868284 OF PORTARY PUBLIC - CALIFORNIA D ORANGE COUNTY O COMM. EXPIRES OCT. 16, 2013	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/awe subscribed to the within instrument and acknowledged to me that de/she/th/ey executed the same in wis/her/th/eir authorized capacity(i/e/s), and that by wis/her/th/eir signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is rue and correct.  WITNESS my hand and official seal.
	WITNESS My hand and official seal.
Place Notary Seal Above	Signature Signature of Notary Public
Though the information below is not required by law, it me and could prevent fraudulent removal and real	ay prove valuable to persons relying on the document
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Individual  Corporate Officer — Title(s): Partner — Limited  General  Attorney in Fact  OF SIGNER Top of thumb here  Guardian or Conservator  Other: Other:	Signer's Name:  Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:
Signer Is Representing:	Signer Is Representing:
	**:

### CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California	
County of Los Angeles	s.
)	
On June 25, 2013 before me, Lul	ke Garcia, Notary Public
Date	Name and Title of Officer (e.g. "Jane Doc, Notary Public")
personally appeared Vincent Mauch	Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence subscribed to the within instrument and acknowledged in his/her/their authorized capacity(ies), and that by his person(s), or the entity upon behalf of which the person	e to be the person(s) whose name(s) is/are I to me that he/she/they executed the same is/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the la paragraph is true and correct.	ws of the State of California that the foregoing
WITNESS my hand and official seal.	LUKE GARCIA Commission # 1892580 Notary Public - California
Jel Dan	Los Angeles County Ay Comm. Expires Jun 13, 2014
Signature OPTION	·
Though the information below is not required by law, it may prove valuable to per removal and reattachment of this fo	sons relying on the document and could prevent fraudulent
Description of Attached Document:	
Description of Attached Document:  Title or Type of Document: Bid Bond	
Title or Type of Document: Bid Bond  Document Date:	rm to another document.
Title or Type of Document: Bid Bond	rm to another document.
Title or Type of Document: Bid Bond  Document Date:	rm to another document.
Title or Type of Document: Bid Bond  Document Date:  Signer(s) Other Than Named Above:	rm to another document.  Number of Pages:
Title or Type of Document: Bid Bond  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:	Number of Pages:  RIGIT THE METRINE OF SIGNER
Title or Type of Document: Bid Bond  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:	Number of Pages:
Title or Type of Document: Bid Bond  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:  Individual  Corporate Officer - Title(s):	Number of Pages:  RIGIT THE METRINE OF SIGNER
Title or Type of Document: Bid Bond  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:	Number of Pages:  RIGIT THE METRINE OF SIGNER
Title or Type of Document: Bid Bond  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:  Individual  Corporate Officer - Title(s):  Partner(s) - Limited General  Attorney-in-Fact  Trustee	Number of Pages:  RIGIT TRABERTA OF SIGNER
Title or Type of Document: Bid Bond  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:  Individual Corporate Officer - Title(s): Partner(s) - Limited General Attorney-in-Fact Trustee Guardian or Conservator	Number of Pages:  RIGIT THE METRINE OF SIGNER
Title or Type of Document: Bid Bond  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:  Individual  Corporate Officer - Title(s):  Partner(s) - Limited General  Attorney-in-Fact  Trustee	Number of Pages:  RIGIT THE METRINE OF SIGNER

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6021976

American Fire and Casualty Company The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company West American Insurance Company

### **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, \_\_\_\_\_\_ James A. Schaller; Jeri Apodaca; Kim Luu; Michael D. Parizino; Nanette Myers; Rachelle Rheault; Rhonda C. Abel

all of the city of Newport Beach, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th \_ day of March 2013



STATE OF WASHINGTON COUNTY OF KING

loan, letter of credit, bank deposit,

rate or residual value guarantees.

Not valid for mortgage, note, currency rate, interest rate or

American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

W. Davenport, Assistant Secretary

On this 6th day of March 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley , Notan Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this day of









David M. Carev. Assistant Secretary

## Company Profile

### LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST BOSTON, MA 02116 800-526-1547

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#:

23043

NAIC Group #:

<u>0111</u>

California Company ID #:

1022-3

Date authorized in California:

August 30, 1929

License Status:

UNLIMITED-NORMAL

Company Type:

Property & Casualty

State of Domicile:

**MASSACHUSETTS** 

### 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**