

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

109 B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
September 15, 2015

**SUBJECT:** Project Award - Santa Ana Canyon - Below Prado - Inland Empire Brine Line Protection Project, Project No. 2-0-00105, 100 Working Days, District 2, [\$6,307,935]  
District Funds 100%

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

1. Approve the low bid submitted by the firm of Blue Iron, Inc. for \$6,307,935, for the construction of the above referenced project.
2. Authorize the Chairman to execute the contract on behalf of the District.

**BACKGROUND:**

**Summary**

The bid documents have been reviewed and approved for award by County Counsel.

WARREN D. WILLIAMS  
General Manager-Chief Engineer

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 6,307,935	\$	\$ 6,307,935	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 6,307,935	\$	\$ 6,307,935	\$	

<b>SOURCE OF FUNDS:</b> 25120 947420 527980 Zone 2 Const/Maint/Misc-Contracts	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 15/16

**C.E.O. RECOMMENDATION:**

APPROVE  
BY:   
Steven C. Horn

County Executive Office Signature

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: September 15, 2015  
xc: Flood

Kecja Harper-Ihem  
Clerk of the Board  
By:   
Deputy

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 9/15/15  
 FISCAL PROCEDURES APPROVED  
 JEANINE J. REY, FINANCE DIRECTOR  
 BY: JEANINE J. REY  
 Departmental Concurrence  
 9/15/15

A-30  
 Positions Added  
 4/5 Vote  
 Change Order

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Project Award - Santa Ana Canyon - Below Prado - Inland Empire Brine Line Protection  
Project, Project No. 2-0-00105, 100 Working Days, District 2, [\$6,307,935] District Funds 100%

**DATE:** September 15, 2015

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Impact on Residents and Businesses**

The Santa Ana Canyon - Below Prado - Inland Empire Brine Line Protection Project consists of approximately 2,200 lineal feet of sheet pile protection to be installed at two separate locations (see attached Project Location Map).

This project is necessary to protect existing development and critical infrastructure against the maximum controlled flood release from an improved Prado Dam. This project is a component of the Corps of Engineers' \$2.2 billion Santa Ana River Mainstem Project (SARMP). The Local Cooperation Agreement between the Corps and the Local Sponsors (Riverside, San Bernardino and Orange Counties) calls for each County to be responsible for obtaining the necessary right of way, utility relocation(s) and funding the local cost share of the protection works and any other SARMP elements that lie within their respective jurisdictions.

This project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness.

**SUPPLEMENTAL:**

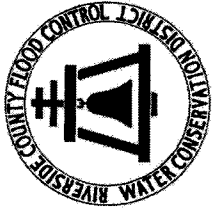
**Contract History and Price Reasonableness**

Pursuant to Public Contract Code 21091, invitation of sealed bids was solicited by advertising in print and digital media.

**ATTACHMENTS:**

1. Bid Summary/Abstract
2. Project Location Map
3. Bid Documents (Sheets VII through XXI) and Certificate of Liability Insurance - 4 copies

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**Riverside County Flood Control & Water Conservation District**  
1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax: 951.788.9965

**Bid Summary**

**Project Name:** SANTA ANA CANYON - BELOW PRADO - INLAND EMPIRE BRINE LINE PROTECTION PROJECT  
**Project Number:** 2-0-0105-00  
**Bid Open Date:** 08/04/2015

<i>Total</i>	<i>Contractor Name</i>	<i>Phone</i>
\$6,307,935.60	BLUE IRON, INC. 3545 Carlin Drive West Sacramento CA 95691	916.441.3538
\$7,446,423.00	REYES CONSTRUCTION, INC. 1383 S. Signal Drive Pomona CA 91766	
\$7,586,114.00	J.F. SHEA CONSTRUCTION, INC. 667 Brea Canyon Road, Suite 30 Walnut CA 91788-0489	909.595.4397
\$8,682,286.00	QUEST CIVIL CONSTRUCTORS, INC. 1903 W. Parkside Lane, Suite 100 Phoenix AZ 85027	623.581.9700
\$6,171,180.00	RCFC Engineer's Estimate	

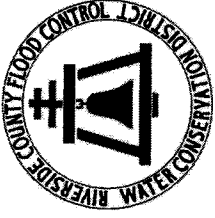
# Riverside County Flood Control & Water Conservation District

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965

## Bid Abstract

**Project Name:** SANTA ANA CANYON - BELOW PRADO - INLAND EMPIRE BRINE LINE PROTECTION PROJECT  
**Project Number:** 2-0-0105-00  
**Bid Open Date:** 8/4/2015

Page 1 of 2



Item No. & Description	Unit	Quantity	ENGINEER'S ESTIMATE		BLUE IRON, INC.		REYES CONSTRUCTION, INC.	
			Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$300,000.00	\$300,000.00	\$75,000.00	\$75,000.00	\$700,000.00	\$700,000.00
2 WATER CONTROL	L.S.	1	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00	\$50,000.00	\$50,000.00
3 TRAFFIC CONTROL	L.S.	1	\$30,000.00	\$30,000.00	\$18,000.00	\$18,000.00	\$45,000.00	\$45,000.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$50,000.00	\$50,000.00	\$210,000.00	\$210,000.00	\$55,000.00	\$55,000.00
5 EXCAVATION	C.Y.	13300	\$9.00	\$119,700.00	\$5.75	\$76,475.00	\$7.00	\$93,100.00
6 BACKFILL	C.Y.	13300	\$6.00	\$79,800.00	\$18.00	\$239,400.00	\$9.00	\$119,700.00
7 TRENCH SAFETY SYSTEM	L.S.	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00
8 CLASS "A" CONCRETE, PILE CAP	C.Y.	27	\$700.00	\$18,900.00	\$650.00	\$17,550.00	\$1,200.00	\$32,400.00
9 ROCK SLOPE PROTECTION, 1-TON CLASS	C.Y.	111	\$110.00	\$12,210.00	\$65.00	\$7,215.00	\$120.00	\$13,320.00
10 FILTER BLANKET, NO. 2 BACKING	C.Y.	17	\$75.00	\$1,275.00	\$350.00	\$5,950.00	\$200.00	\$3,400.00
11 ROCK SLOPE PROTECTION FABRIC	S.Y.	67	\$8.00	\$536.00	\$75.00	\$5,025.00	\$15.00	\$1,005.00
12 DUST ABATEMENT	L.S.	1	\$6,000.00	\$6,000.00	\$75,000.00	\$75,000.00	\$142,000.00	\$142,000.00
13 HYDROSEEDING	L.S.	1	\$4,200.00	\$4,200.00	\$6,000.00	\$6,000.00	\$12,000.00	\$12,000.00
14 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00
15 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00
16 GROUND ANCHORS FURNISHED, INSTALLED, AND TESTED	EACH	243	\$2,500.00	\$607,500.00	\$4,000.00	\$972,000.00	\$7,850.00	\$1,907,550.00
17 SHEET PILING, AZ 28-700	S.F.	99094	\$48.50	\$4,806,059.00	\$44.90	\$4,449,320.60	\$42.00	\$4,161,948.00
18 FIRE CONTINGENCY REQUIREMENTS	L.S.	1	\$75,000.00	\$75,000.00	\$70,000.00	\$70,000.00	\$60,000.00	\$60,000.00
				<b>\$6,171,180.00</b>		<b>\$6,307,935.60</b>		<b>\$7,446,423.00</b>

# Riverside County Flood Control & Water Conservation District

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965

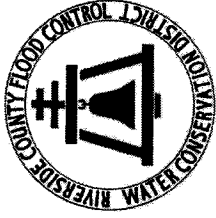
## Bid Abstract

**Project Name:** SANTA ANA CANYON - BELOW PRADO - INLAND EMPIRE BRINE LINE PROTECTION PROJECT

**Project Number:** 2-0-0105-00

**Bid Open Date:** 8/4/2015

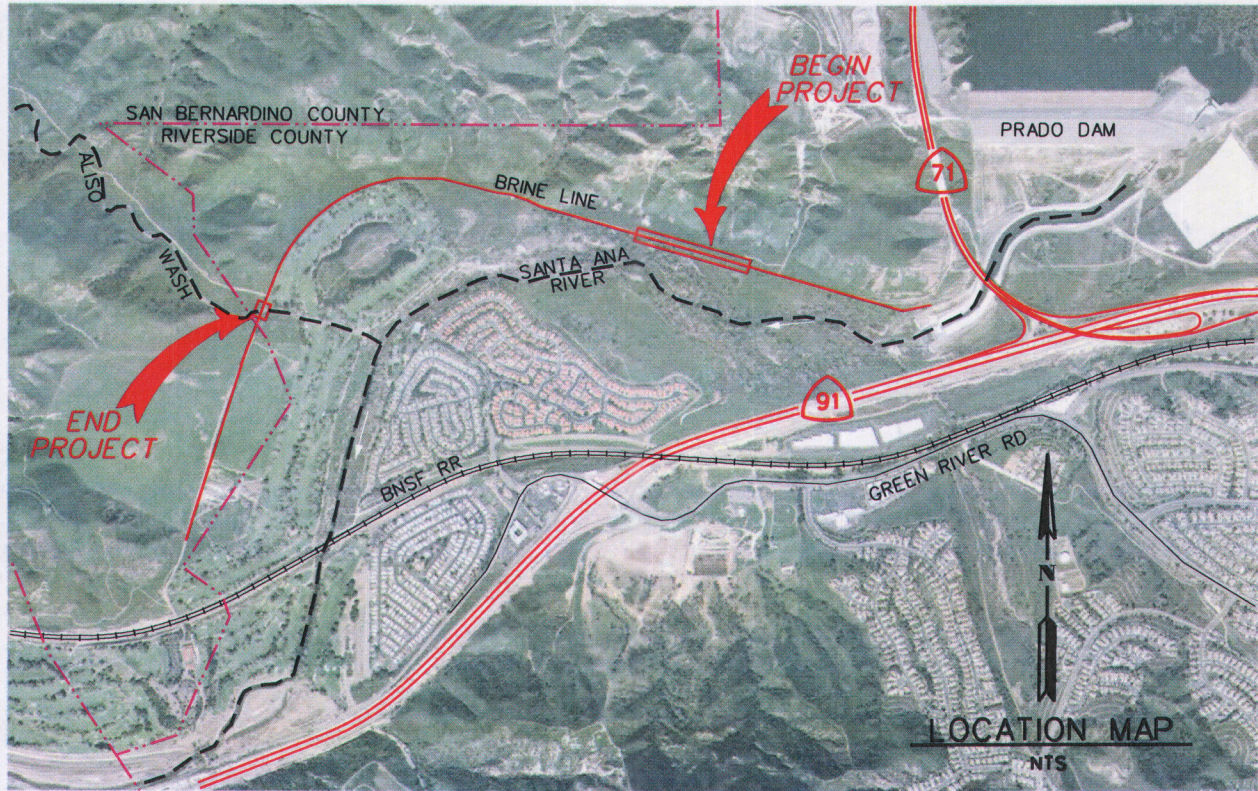
Page 2 of 2



J.F. SHEA CONSTRUCTION, INC. QUEST CIVIL CONSTRUCTORS, INC.

Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$100,000.00	\$100,000.00	\$825,978.00	\$825,978.00		\$825,978.00
2 WATER CONTROL	L.S.	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00		\$7,500.00
3 TRAFFIC CONTROL	L.S.	1	\$20,815.00	\$20,815.00	\$18,000.00	\$18,000.00		\$18,000.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$47,900.00	\$47,900.00	\$75,500.00	\$75,500.00		\$75,500.00
5 EXCAVATION	C.Y.	13300	\$19.50	\$259,350.00	\$50.00	\$665,000.00		\$665,000.00
6 BACKFILL	C.Y.	13300	\$36.00	\$478,800.00	\$45.00	\$598,500.00		\$598,500.00
7 TRENCH SAFETY SYSTEM	L.S.	1	\$5,900.00	\$5,900.00	\$16,000.00	\$16,000.00		\$16,000.00
8 CLASS "A" CONCRETE, PILE CAP	C.Y.	27	\$1,252.00	\$33,804.00	\$800.00	\$21,600.00		\$21,600.00
9 ROCK SLOPE PROTECTION, 1-TON CLASS	C.Y.	111	\$148.00	\$16,428.00	\$95.00	\$10,545.00		\$10,545.00
10 FILTER BLANKET, NO. 2 BACKING	C.Y.	17	\$347.00	\$5,899.00	\$90.00	\$1,530.00		\$1,530.00
11 ROCK SLOPE PROTECTION FABRIC	S.Y.	67	\$31.00	\$2,077.00	\$30.00	\$2,010.00		\$2,010.00
12 DUST ABATEMENT	L.S.	1	\$142,905.00	\$142,905.00	\$78,000.00	\$78,000.00		\$78,000.00
13 HYDROSEEDING	L.S.	1	\$7,650.00	\$7,650.00	\$16,000.00	\$16,000.00		\$16,000.00
14 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$60,310.00	\$60,310.00	\$45,000.00	\$45,000.00		\$45,000.00
15 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$5,000.00	\$5,000.00	\$28,000.00	\$28,000.00		\$28,000.00
16 GROUND ANCHORS FURNISHED, INSTALLED, AND TESTED	EACH	243	\$5,103.00	\$1,240,029.00	\$6,435.00	\$1,563,705.00		\$1,563,705.00
17 SHEET PILING, AZ 28-700	S.F.	99094	\$50.50	\$5,004,247.00	\$47.00	\$4,657,418.00		\$4,657,418.00
18 FIRE CONTINGENCY REQUIREMENTS	L.S.	1	\$150,000.00	\$150,000.00	\$52,000.00	\$52,000.00		\$52,000.00
				<b>\$7,586,114.00</b>		<b>\$8,682,286.00</b>		<b>\$8,682,286.00</b>

**SANTA ANA CANYON-BELOW PRADO  
INLAND EMPIRE BRINE LINE PROTECTION PROJECT  
PROJECT NO. 2-0-00105**



The Inland Empire Brine Line Protection Project consists of the installation of approximately 2,500 LF of AZ26-700 sheet pile, having a width of approximately two feet and a maximum toe depth of 55 feet (15 feet below the scour depth), with tiebacks spaced approximately every 10 feet. Construction will occur in two different locations along the existing Santa Ana River (SAR) Trail. The easternmost portion (near Prado Dam), will extend approximately 2,100 linear feet. The westernmost portion at the outlet to Aliso Canyon will extend approximately 120 linear feet. The tiebacks have an average length of approximately 40 feet.

The proposed Project will protect the Inland Empire Brine Line from being exposed due to possible erosion caused by the Santa Ana River and Aliso Creek. The sheet piles at the easternmost location are necessary due to the proximity of the Santa Ana River to the Brine Line. The sheet piles at the westernmost location will protect the Brine Line from both the Santa Ana River and Aliso Creek floodwaters.

CONTRACTOR'S PROPOSAL

TO THE BOARD OF SUPERVISORS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT:

The undersigned hereby declare:

- (a) That the only persons or parties interested in this proposal as principals are the following:

Name of Company (and dba if applicable): BLUE IRON, INC.

DANIEL BAKER - PRES, SECRETARY, TREASURER, MANAGER

(If the Contractor is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a copartnership, give the name under which the copartnership does business, and the names and addresses of all copartners. If an individual, state the name and address under which the contract is to be drawn.)

- (b) That this proposal is made without collusion with any other person, firm or corporation.

(c) That he has carefully examined the location of the proposed work, and has familiarized himself with all of the physical and climatic conditions, and makes his proposal solely upon his own knowledge.

(d) That he has carefully examined the attached specifications as referred to, and the plans, and makes this proposal in accordance therewith.

(e) That he acknowledges the project specific requirements found in Section 32 Contractor Qualifications.

(f) That, if this proposal is accepted, he will enter into a written contract with the Riverside County Flood Control and Water Conservation District, Riverside, State of California.

(g) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates, and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this proposal is a certified or cashier's check or bid bond payable to the order of the Riverside County Flood Control and Water Conservation District, Riverside, California, in the sum of Six Million three hundred seven thousand nine hundred thirty five Dollars (\$ 6,307,935.60)

It is understood and agreed that should the Contractor within ten (10) days after the prescribed forms are presented to him for signature fail to return the contract and furnish acceptable surety bond and insurance, then, at the discretion of the District, the proceeds of said check shall become the property of the District, the Contractor shall be found in default and the project may be awarded to another contractor. The bid bond or check shall be held subject to payment to the District of the difference in money between the amount of the contract with another party to perform the work, together with the cost to the District of redrafting, redrawing and publishing documents and papers necessary to obtain new bids on said work. The bid bond or check shall, in addition, be held subject to all other actual damages suffered by the District. But if the contract is entered into and said bonds and insurance are furnished, or if the proposal is not accepted, then the said check shall be returned to the undersigned.

- VII -

**RECEIVED**  
AUG 04 2015  
1:52 pm.  
RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**PROPOSAL**

For the Construction of **Santa Ana Canyon - Below Prado - Inland Empire Brine Line Protection Project**, located in Riverside County, consisting of the following estimated quantities:

SECT. NO.	ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
10	1.	Mobilization	L.S.	---	---	\$ 75,000.00
11	2.	Water Control	L.S.	---	---	\$ 6,000.00
12	3.	Traffic Control	L.S.	---	---	\$ 18,000.00
13	4.	Clearing and Miscellaneous Work	L.S.	---	---	\$ 210,000.00
14	5.	Excavation	C.Y.	13,300	*5.75	\$ 76,475.00
14	6.	Backfill	C.Y.	13,300	*18.00	\$ 239,400.00
15	7.	Trench Safety System	L.S.	---	---	\$ 25,000.00
16	8.	Class "A" Concrete, Pile Cap	C.Y.	27	*650	\$ 17,550.00
26	9.	Rock Slope Protection, 1-Ton Class	C.Y.	111	*65	\$ 7,215.00
26	10.	Filter Blanket, No. 2 Backing	C.Y.	17	*350	\$ 5,950.00
26	11.	Rock Slope Protection Fabric	S.Y.	67	*75	\$ 5,025.00
27	12.	Dust Abatement	L.S.	---	---	\$ 75,000.00
28	13.	Hydroseeding	L.S.	---	---	\$ 6,000.00
29	14.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	---	\$ 30,000.00
29	15.	Non-Stormwater Discharge or Dewatering	L.S.	---	---	\$ 20,000.00
33	16.	Ground Anchors Furnished, Installed, and Tested	EACH	243	*4,000	\$ 972,000.00
34	17.	Sheet Piling, AZ 28-700	S.F.	99,094	*44.90	\$ 4,449,320.60
35	18.	Fire Contingency Requirements	L.S.	---	---	\$ 70,000.00
					<b>TOTAL</b>	<b>6,307,935.60</b>

BLUE IRON, INC.  
Name of Company

[Signature]  
Signature of Contractor

3545 CARLEN DR.  
Address

68-0107858  
S.S.N. or E.I.N.

WEST SACRAMENTO, CA 95691  
City, State, Zip

652333 A  
Contractor's License No. and Classification

916-441-3538 916-441-3543  
Telephone Number Fax Number

1000004296  
Contractor's DIR Registration No.

blueironinc@gmail.com  
Email

[Signature]  
Signature

**ADDENDUM NO. 1 ACKNOWLEDGED**



LIST OF SUBCONTRACTORS

Contractor BLUE IRON INC.

Santa Ana Canyon - Below Prado - Inland Empire  
Brine Line Protection Project  
Project No. 2-0-00105

Give the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement, or a Subcontractor who specially fabricates and installs a portion of the work or improvement, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid. List the bid item numbers of the work each subcontractor will do. If a portion of an item is to be subcontracted, show what percentage of that item is to be subcontracted.

Item No. (s) #16 Tiebacks (partial)

Name of Subcontractor AVAR Construction, Inc.

Address/City/Phone 47375 Fremont Blvd. Fremont, CA 94538

License No. 906815 Subcontractor's DIR Registration No. 1000002298

Item No. (s) \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_

Address/City/Phone \_\_\_\_\_

License No. \_\_\_\_\_ Subcontractor's DIR Registration No. \_\_\_\_\_

Item No. (s) \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_

Address/City/Phone \_\_\_\_\_

License No. \_\_\_\_\_ Subcontractor's DIR Registration No. \_\_\_\_\_

Item No. (s) \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_

Address/City/Phone \_\_\_\_\_

License No. \_\_\_\_\_ Subcontractor's DIR Registration No. \_\_\_\_\_

Item No. (s) \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_

Address/City/Phone \_\_\_\_\_

License No. \_\_\_\_\_ Subcontractor's DIR Registration No. \_\_\_\_\_

# BLUE IRON

## EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the District to make inquiry as appropriate regarding his experience.

Bidder has been engaged in the contracting business under this present business name for 24 years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 10 years.

The Contractor/Subcontractor shall have the minimum qualification experience specified in Section 32 of the Detailed Specifications (beginning on Page 74). Bidder may use the form below to compile the submittal required per Section 32.4 of the Detailed Specifications. Said submittal must be included in the Bidder's sealed PROPOSAL. Additional copies of this page may be used.

NOTE: Inadequate proof of the qualifications, as judged by the Engineer, shall be cause for rejection of the bid or for withholding contract award.

Contract Information	
Name of Project:	J Street Drain
Location of Project:	Oxnard, CA
Name of Client, Name of Contact, Address, and Telephone Number	Agency: Ventura County Public Works Contact Name: Kirk Norman Contact Address: 800 S. Victoria St, Ventura, CA 93009 Contact #: 805-654-2017
Contract Value:	\$3,821,496
Completion Date:	11/12/2014
Specific Qualifying Experience	
Did this Project involve "Press-in" Pile Installation?	YES <input checked="" type="checkbox"/>
Did this Project include Installation of Permanent Ground Anchors?	YES <input type="checkbox"/>
Name of Key Contractor Staff used on Project ( <i>résumés attached</i> )	Jason Young - Foreman / Superintendent

EXPERIENCE STATEMENT

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NOTE: Inadequate proof of the qualifications, as judged by the Engineer, shall be cause for rejection of the bid or for withholding contract award.

Contract Information	
Name of Project:	Trabucco Creek Channel Phase VII
Location of Project:	San Juan Capistrano, CA
Name of Client, Name of Contact, Address, and Telephone Number	Agency: Orange County Flood Contact Name: Hugo Pineda Contact Address: 1152 E Fruit St, Santa Ana, CA 92701 Contact #: 714-647-3973
Contract Value:	\$3,547,671
Completion Date:	9/19/2014
Specific Qualifying Experience	
Did this Project involve "Press-in" Pile Installation?	YES <input checked="" type="checkbox"/>
Did this Project include Installation of Permanent Ground Anchors?	YES <input type="checkbox"/>
Name of Key Contractor Staff used on Project <i>(résumés attached)</i>	Jason Young - Foreman / Superintendent

## EXPERIENCE STATEMENT

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NOTE: Inadequate proof of the qualifications, as judged by the Engineer, shall be cause for rejection of the bid or for withholding contract award.

Contract Information	
Name of Project:	Naples Island Seawall Repair
Location of Project:	Long Beach, CA
Name of Client, Name of Contact, Address, and Telephone Number	Agency: City of Long Beach Contact Name: Rafael Holcombe Contact Address: 333 W. Ocean Blvd, Long Beach, CA 90802 Contact #: 562-275-1584
Contract Value:	\$2,127,929
Completion Date:	3/20/2015
Specific Qualifying Experience	
Did this Project involve "Press-in" Pile Installation?	YES <input checked="" type="checkbox"/>
Did this Project include Installation of Permanent Ground Anchors?	YES <input type="checkbox"/>
Name of Key Contractor Staff used on Project <i>(résumés attached)</i>	Jason Young - Foreman / Superintendent

EXPERIENCE STATEMENT

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NOTE: Inadequate proof of the qualifications, as judged by the Engineer, shall be cause for rejection of the bid or for withholding contract award.

Contract Information	
Name of Project:	East Garden Grove Wintersburg Channel
Location of Project:	Garden Grove, CA
Name of Client, Name of Contact, Address, and Telephone Number	Agency: Orange County Flood Contact Name: Ali Farhad Contact Address: 1152 E Fruit St, Santa Ana, CA 92701 Contact #: 714-967-0884
Contract Value:	\$3,864,757
Completion Date:	9/9/2013
Specific Qualifying Experience	
Did this Project involve "Press-in" Pile Installation?	YES <input checked="" type="checkbox"/>
Did this Project include Installation of Permanent Ground Anchors?	YES <input type="checkbox"/>
Name of Key Contractor Staff used on Project <i>(résumés attached)</i>	Jason Young - Foreman / Superintendent

## EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the District to make inquiry as appropriate regarding his experience.

Bidder has been engaged in the contracting business under this present business name for 24 years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 10 years.

The Contractor/Subcontractor shall have the minimum qualification experience specified in Section 32 of the Detailed Specifications (beginning on Page 74). Bidder may use the form below to compile the submittal required per Section 32.4 of the Detailed Specifications. Said submittal must be included in the Bidder's sealed PROPOSAL. Additional copies of this page may be used.

NOTE: Inadequate proof of the qualifications, as judged by the Engineer, shall be cause for rejection of the bid or for withholding contract award.

Contract Information	
Name of Project:	Los Banos Emergency Seepage Repair
Location of Project:	Los Banos, CA
Name of Client, Name of Contact, Address, and Telephone Number	Agency: California Department of Water Resources Contact Name: Armando Lopez Contact Address: 1416 9th St, Sacramento, CA 95814 Contact #: 916-216-4459
Contract Value:	\$316,978
Completion Date:	7/27/2012
Specific Qualifying Experience	
Did this Project involve "Press-in" Pile Installation?	YES <input checked="" type="checkbox"/>
Did this Project include Installation of Permanent Ground Anchors?	YES <input type="checkbox"/>
Name of Key Contractor Staff used on Project ( <i>résumés attached</i> )	Jason Young - Foreman / Superintendent

### QUALIFICATIONS AND SKILLS

Jason Young has 15 years of extensive experience specifically with using the Press-In system for use in Heavy Civil Projects and several Hospital Projects. Jason Young moved up the ranks from an operator to Foreman & Superintendent running the Press-in work.

### PROJECT EXPERIENCE

- J Street Drain – Oxnard, CA
  - Press-In Installation of 5,600 LF of Sheet Piles
  - Macro Z Technology – Simon Hallsworth 714-564-1130
- East Garden Grove – Wintersburg Channel – Orange County, CA
  - Press-In Installation of approximately 15,000LF of Steel Sheet Piles
  - Reyes Construction – Clint Larison 909-622-2259
- London Avenue Canal Remediation - New Orleans, LA
  - Press-In with Water jet Installation of approximately 10,000LF of Steel Sheet Piles
  - US Army Corps of Engineers – Charles Brannon (225) 266-8922
- Walter Reid Research Institute – Washington DC
  - Crush piler Installation of approx. 400LF of steel sheet piles adjacent to research facility.
  - Linc Government Services – Ed Gailbreath (270)-885-4675
- NYC MTA Jackson Avenue Vent Plant - Long Island, NY
  - Crush Piler Install approx. 700Lf of Steel sheeting into Granite for Emergency Venting
  - Judlau Contracting Co - Erol Sonuparlak (718) 554-2520
- St Lucie Nuclear power Plant Emergency Seawall – Saint Lucie, FL
  - Crush piler Installation of approximately 800LF of Steel Sheet Piles
  - Taylor Engineers and Consultants – Hugh Verkerk (904) 731-7040
- Highland Beach Seawall – Saint Lucie, FL
  - Crush piler Installation of approximately 800LF of Steel Sheet Piles
  - Murphy Construction – Martin Murphy (561) 655-3634
- Collington Avenue Sewer Stabilization – Baltimore, MD
  - Crush piler Installation of approximately 1,000LF of Steel Sheet Piles
  - EBA Engineering - Jason Kolenda, P.E – (410) 504-6125
- Vogtle Nuclear power Plant – Baltimore, MD
  - Crush piler Installation of steel sheet pile cofferdam in close proximity to nuclear reactor.
  - Brasfield and Gorrie - Kevin White – (205) 328-4000

### COMPANIES

**2000 - 2010**                      **Giken America Corporation**

**2010 – Present**                **Blue Iron**



DIR # 1000002298  
Lic # 906815

**Roger Dones**

**Position**

Area Superintendent

**Experience**

**AVAR Construction, Inc., Geotechnical Division**

**September 1995 to Present**

Mr. Dones has over 20 years of experience in the construction industry. His experience includes, but is not limited to: installation of temporary and permanent tiebacks, drilled piers, tiedown anchors, micropiles, column casing grouting, permanent and temporary soil nails, shotcrete including architecturally finished shotcrete, underpinning, soldier beams and lagging, other earth retention systems. He has completed project for both private and public sectors throughout Northern and Southern California.

**Certificates**

- 30-hour OSHA
- Hertz Equipment Safe Operation Training – Boom/Scissor Lift
- First Aid/CPR Training
- Qualified Rigging

**Projects**

Rte. 5 at Weldon Canyon	Installation of 27,000 LF of soil nails and 375 CY of shotcrete.
Rte. 215 at Eucalyptus Ave.	Installation of 136 permanent tieback anchors and 200 CY of shotcrete.
Rte. 10 at Date Palm Drive	Installed 96 tieback anchors and 120 CY of shotcrete.
Rte. 405, Riverside County	Installation of 300 CY of shotcrete.
Puente Hills Intermodal Facility	Installation of 377 permanent tieback anchors and 500 CY of shotcrete.
Santa Ana River, Phase 2A	Installation of 223 permanent tieback anchors.





47375 Fremont Blvd.  
Fremont, CA 94538  
P 510-354-2000 / F 510-354-2010

## Dale Hata, E.I.T.

Office Location: 47375 Fremont Blvd., Fremont CA 94538

### Position

Project Engineer/Manager

### Experience

AVAR Construction, Inc.

2013 to Current

- Mr. Hata joined AVAR Construction in 2013. He graduated from UC Davis in 2012 and has 3 years of project management experience. He is a reliable individual with proven ability to achieve goals while displaying effective multi-tasking and time management skills. He has completed numerous projects from bidding to completion throughout Northern & Southern California. Mr. Hata has outstanding communication, negotiation and interpersonal skills.

### Representative Projects

- Lower Santa Ana River Reach 9 Phase II, Riverside, CA
- Washington Hospital, Fremont, CA
- Warren Ave (VTA) Fremont, CA
- Pier 4 Replacement, San Diego, CA
- Apple Store, Union Square, San Francisco, CA
- Universal Hollywood, Los Angeles, CA
- 615 Front Street, San Francisco, CA
- Santa Clara Family Justice Center, San Jose, CA
- Spring Street, Los Angeles, CA

### Education

University of California , Davis, CA  
Civil Engineering - BS  
E.I.T 2011

Start your next project with AVAR  
Shoring · Ground Anchors · Micropiles · Retaining Walls  
Class A License 906815  
[www.avarconstruction.com](http://www.avarconstruction.com)



## Larry E. Treft

### Position

Vice President of Operations

### Experience

#### AVAR Construction, Inc.

2003 to Present

- Larry Treft joined AVAR in 2003 as the General Superintendent of the shoring and drilling division of AVAR Construction. He has over 30 years of experience in the construction industry. He has been specifically involved in shoring operation for the past 12 years and has over 15 years of experience in supervision and installation of micropiles.
- Mr. Treft has worked on the following Projects:
  - PAMA Garage Expansion, Palo Alto, CA
  - 325 Lytton Ave., Palo Alto, CA
  - Castilleja School, Palo Alto, CA
  - Stanford Parking Structure
  - Portage Garage, Palo Alto, CA
  - Stanford Stadium and Maples Pavilion
  - Rosewood, Palo Alto, CA
  - El Camino Hospital, Mountain View, CA

#### Wagner Construction, JV/Trevicos

2000 to 2003

- General Superintendent of shoring and drilling division

#### Wagner Construction, Inc.

1995 to 2000

- Superintendent of shoring and drilling

#### Dan Caputo Company

1990 to 1995

- Laborer Foreman

#### Jamco Concrete Cutting, Inc.

1988 to 1990

- Laborer Foreman

#### Pressure Grout

1986 to 1987

- General Laborer

### Certifications

- OSHA 10 Hour
- Asbestos Training
- CPR & First Aid
- Competent Persons Training



## **Michael A. Pagano, P.E.**

### **Position**

President and CEO

### **Experience**

#### **AVAR Construction, Inc.**

**August 2003 to Present**

- Mr. Pagano is in charge of all geotechnical activities of AVAR. He has 30 years' experience in the design, construction and management of temporary and permanent retaining walls, using soil nails and tiebacks as well as numerous design/build shoring and foundation projects. He is a registered professional engineer in the states of California, Washington, Oregon, Nevada and Alaska
- Mr. Pagano joined AVAR as Vice President in charge of Geotechnical Construction in 2000 and assumed the responsibility for all engineering, estimating and field operations
- In 2009, was named President and assumed responsible charge of the Post Tensioning Division

#### **Wagner Construction/Trevi Icos**

**2000 to 2003**

- Area Manager for the West Coast

#### **Case Foundation Corporation**

**1997 to 2000**

- Southeast Regional Vice President responsible to business development, estimating and project management of large diameter drilled shaft projects throughout the Southeastern US

#### **Bauer of America**

**1989 to 1997**

- General Manager responsible for project management of slurry wall, vibro compaction, and large diameter drilled shaft projects throughout the US

#### **The Reinforced Earth Company**

**1980 to 1989**

- Regional Engineer in Seattle. Responsible for engineering design and materials fabrication of projects in the Pacific Northwest.
- In 1979 became Director of Marketing and Sales for all companies products in US

#### **Hart Crowser and Associates**

**1978 to 1980**

- Project Engineer involved in geotechnical field investigations and design for retaining walls, shallow and deep foundations and support of excavation.

### **Professional Affiliations**

- Professional Engineer – CA, WA, OR, HI, NV, AK
- Associations – Member ASCE, ADSC, NSPB, ASBI, EUCA
- Licensed General Contractor – Class A



## Education

<b>Pennsylvania State University</b> Master of Science – Civil Engineering	1978
<b>Rensselaer Polytechnic Institute</b> Bachelor of Science - Geology	1975

## Projects

Meeks Cabin Dam – 1993	100 foot deep plastic concrete cutoff wall
Vancouver Airport – 1995	Bottom Feed Vibro compaction for ground improvement
Hemet Dam – 2001	1000 kip capacity anchors
Jewish Community Center – 2004	50 foot deep shoring and underpinning in SF
Stanford Parking Structure – 2006	65 foot high soil nail wall for deep excavation support
UC Berkeley Stadium – 2009	Secant piles and underpinning for stadium expansion
SFIA Terminal Viaduct	196 Micropiles – 600 Kip Capacity



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number

**906815**

Entity **CORP**

Business Name

**AVAR CONSTRUCTION INC**

Classif(ication/s) **A**

Expiration Date

**11/30/2015**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the District to make inquiry as appropriate regarding his experience.

Bidder has been engaged in the contracting business under this present business name for 32 years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 32 years.

The Contractor/Subcontractor shall have the minimum qualification experience specified in Section 32 of the Detailed Specifications (beginning on Page 74). Bidder may use the form below to compile the submittal required per Section 32.4 of the Detailed Specifications. Said submittal must be included in the Bidder's sealed PROPOSAL. Additional copies of this page may be used.

NOTE: Inadequate proof of the qualifications, as judged by the Engineer, shall be cause for rejection of the bid or for withholding contract award.

Contract Information	
Name of Project:	Lower Santa Ana River Reach 9 Phase II
Location of Project:	Santa Ana Main-stem, Riverside Ca
Name of Client, Name of Contact, Address, and Telephone Number	CJW Construction Inc. 841 E. Washington Avenue Suite B, Santa Ana, CA 92701 P/714-835-6820 F/714-835-6821
Contract Value:	\$1,584,517.48
Completion Date:	December 2014
Specific Qualifying Experience	
Did this Project Involve "Press-In" Pile Installation?	YES <input type="checkbox"/>
Did this Project Include Installation of Permanent Ground Anchors?	YES <input checked="" type="checkbox"/>
Name of Key Contractor Staff used on Project <i>(résumés attached)</i>	Mike Pagano Dale Hata Larry Treft Roger Dones

EXPERIENCE STATEMENT

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NOTE: Inadequate proof of the qualifications, as judged by the Engineer, shall be cause for rejection of the bid or for withholding contract award.

Contract Information	
Name of Project:	Rte. 4 Hillcrest
Location of Project:	Rte.4 Hillcrest, Antloch, CA
Name of Client, Name of Contact, Address, and Telephone Number	Bay Cities/C.C. Myers Joint Venture PM: Fred Velasco 3286 Fitzgerald Avenue, Rancho Cordova, CA 916-919-2430
Contract Value:	\$1,603,446.75
Completion Date:	May 2015
Specific Qualifying Experience	
Did this Project involve "Press-in" Pile Installation?	YES <input type="checkbox"/>
Did this Project include Installation of Permanent Ground Anchors?	YES <input checked="" type="checkbox"/>
Name of Key Contractor Staff used on Project ( <i>résumés attached</i> )	Mike Pagano Dale Hata Larry Trefl Roger Dones

## EXPERIENCE STATEMENT

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NOTE: Inadequate proof of the qualifications, as judged by the Engineer, shall be cause for rejection of the bid or for withholding contract award.

Contract Information	
Name of Project:	Boonville
Location of Project:	In Mendocino County East of Shearing Creek Bridge to West of Maple Creek Bridge on Rte. 128
Name of Client, Name of Contact, Address, and Telephone Number	Golden State Bridge Inc Will Reames 2990 Bay Vista Court Suite D Benicia, CA 925-260-2104
Contract Value:	\$946,846.56
Completion Date:	October 2014
Specific Qualifying Experience	
Did this Project involve "Press-in" Pile Installation?	YES <input type="checkbox"/>
Did this Project include Installation of Permanent Ground Anchors?	YES <input checked="" type="checkbox"/>
Name of Key Contractor Staff used on Project <i>(résumés attached)</i>	Mike Pagano Dale Hata Larry Treft Roger Dones



## EXPERIENCE STATEMENT

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NOTE: Inadequate proof of the qualifications, as judged by the Engineer, shall be cause for rejection of the bid or for withholding contract award.

Contract Information	
Name of Project:	Pier 4 Replacement
Location of Project:	East Belt Street San Diego
Name of Client, Name of Contact, Address, and Telephone Number	BAE Systems PM: Richard La Rosa 655 Gateway Center Way San Diego, CA 92102 619-238-1000
Contract Value:	\$602,200.00
Completion Date:	July 2014
Specific Qualifying Experience	
Did this Project involve "Press-in" Pile Installation?	YES <input type="checkbox"/>
Did this Project include Installation of Permanent Ground Anchors?	YES <input checked="" type="checkbox"/>
Name of Key Contractor Staff used on Project ( <i>résumés attached</i> )	Mike Pagano Dale Hata Larry Treft Roger Dones

## EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the District to make inquiry as appropriate regarding his experience.

Bidder has been engaged in the contracting business under this present business name for \_\_\_\_\_  
32 years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of \_\_\_\_\_  
32 years.

The Contractor/Subcontractor shall have the minimum qualification experience specified in Section 32 of the Detailed Specifications (beginning on Page 74). Bidder may use the form below to compile the submittal required per Section 32.4 of the Detailed Specifications. Said submittal must be included in the Bidder's sealed PROPOSAL. Additional copies of this page may be used.

NOTE: Inadequate proof of the qualifications, as judged by the Engineer, shall be cause for rejection of the bid or for withholding contract award.

Contract Information	
Name of Project:	Date Palm
Location of Project:	Highway 10 & Date Palm Drive, Riverside, CA
Name of Client, Name of Contact, Address, and Telephone Number	SEMA Construction Inc PM Todd Kutin 6 Orchard Suite 150 Lake Forest, CA 92630 949-254-4543
Contract Value:	\$314,415.00
Completion Date:	December 2013
Specific Qualifying Experience	
Did this Project involve "Press-in" Pile Installation?	YES <input type="checkbox"/>
Did this Project include Installation of Permanent Ground Anchors?	YES <input checked="" type="checkbox"/>
Name of Key Contractor Staff used on Project <i>(résumés attached)</i>	Mike Pagano Dale Hata Larry Treft Roger Dones

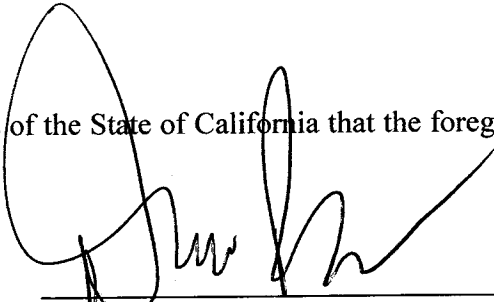
STATEMENT OF LICENSURE

Pursuant to California Public Contract Code §3300, the undersigned does certify as follows:

1. That the pocket license/certificate of licensure I have presented to owner as of this date is my own license, being State of California, Contractors License No. 652333; and
2. That said Contractors License is current and valid; and
3. That said Contractors License is of a classification appropriate to the work to be undertaken for owner, a Class A license.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: 7-30-15

  
\_\_\_\_\_  
Signature

PRESIDENT  
\_\_\_\_\_  
Title

STATE OF CALIFORNIA ) §  
COUNTY OF RIVERSIDE )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me

\_\_\_\_\_  
the undersigned Notary Public, personally appeared

personally known to me

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 that he/she executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature



AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

STATE OF CALIFORNIA ) §  
COUNTY OF RIVERSIDE )

\_\_\_\_\_, being first duly sworn, deposes and says:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the Riverside County Flood Control and Water Conservation District or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
His or Her signature

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature and stamp of Notary  
administering oath

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

STATE OF CALIFORNIA ) §  
COUNTY OF RIVERSIDE )

\_\_\_\_\_, being first duly sworn, deposes and says:

That he or she is a member of the joint venture or copartnership firm designated as

\_\_\_\_\_  
which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the Riverside County Flood Control and Water Conservation District or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by

\_\_\_\_\_  
\_\_\_\_\_  
who constitute the other members of the joint venture or copartnership.

\_\_\_\_\_  
His or Her signature

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature and stamp of Notary  
administering oath

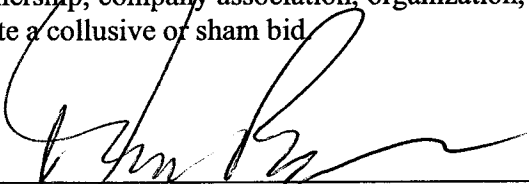
AFFIDAVIT FOR CORPORATE CONTRACTOR

STATE OF CALIFORNIA ) §  
COUNTY OF RIVERSIDE )

DANIEL BAILEY, being first duly sworn, deposes and says:

That he or she is PRESIDENT  
of BLUE IRON, INC.

a corporation which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the Riverside County Flood Control and Water Conservation District or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

  
His or Her signature

~~Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.~~

~~Signature and stamp of Notary administering oath~~

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Yolo )

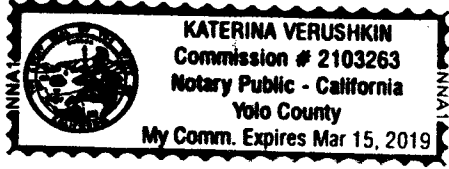
On July 31, 2015 before me, Katerina Verushkin (Notary Public),  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Leroy Baker  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.  
Signature Katerina Verushkin  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Agreement for Corporate Codebook Document Date: 07-30-15  
Number of Pages: 1 Signer(s) Other Than Named Above: none

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Daniel Baker  
 Corporate Officer — Title(s): President  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Blue Iron, Inc.

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



IRAN CONTRACTING ACT

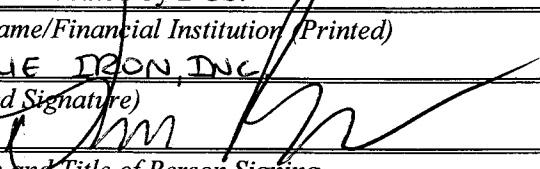
In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a District contract for goods or services of \$1,000,000 or more, a Contractor must either:

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

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

**Option #1 – Certification**

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

<i>Contractor Name/Financial Institution (Printed)</i> <b>BLUE IRON, INC.</b>		<i>Federal ID Number (or n/a)</i> <b>68-0107859</b>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> <b>DANIEL BAKER</b>		
<i>Date Executed</i> <b>7-30-15</b>	<i>Executed in</i> <b>W. SACRAMENTO, CA</b>	

**Option #2 – Exemption**

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

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

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

BID BOND

Recitals:

1. Blue Iron, Inc. (Contractor), has submitted its Contractor's Proposal to the Riverside County Flood Control and Water Conservation District, (District), for the construction of public work for Santa Ana Canyon - Below Prado - Inland Empire Brine Line Protection Project in accordance with a Notice to Contractors dated June 30, 2015.
2. The Ohio Casualty Insurance Company a New Hampshire corporation, hereafter called (Surety), is the surety on this Bond.

Agreement: We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

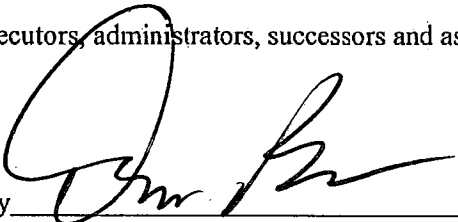
1. The amount of the obligation of this Bond is 10% of the amount of the Contractor's Proposal and inures to the benefit of District.
2. This Bond is exonerated by (1) District rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes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

Dated: JULY 20, 2015

By David Weise

David Weise  
(Printed Name)

Title Attorney In Fact  
(Surety)

By 

DAN BAKER  
(Printed Name)

Title PRES  
(Contractor)

NOTARY ACKNOWLEDGEMENT REQUIRED FOR EACH SIGNATURE PLEASE ATTACH SEPARATE FORM

NOTARY ACKNOWLEDGEMENT REQUIRED FOR EACH SIGNATURE PLEASE ATTACH SEPARATE FORM

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sacramento )

On 7/20/15 before me, Tina S. Salas, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Tina S. Salas (Seal)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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. 6436673

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

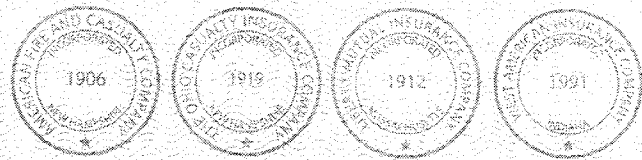
Liberty Mutual Insurance Company  
West American Insurance Company

**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, David Weise; Nicki Moon; Rosalie A. Miskiel; Thomas R. Hucik; Tina S. Salas

all of the city of Rancho Cordova, 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 3rd day of February, 2014.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 3rd day of February, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary 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.

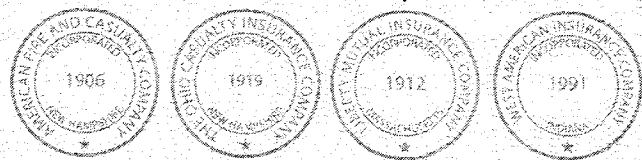
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, 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 David M. Carey, 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, Gregory W. Davenport, 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 20th day of JULY, 2015



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Yolo )

On July 30, 2015 before me, Katerina Venushina (Notary Public)  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Leroy Baker  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Katerina Venushina  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bid Bond Document Date: 07-20-15  
Number of Pages: 1 Signer(s) Other Than Named Above: David Weise

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Daniel Leroy Baker  
 Corporate Officer — Title(s): President  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: David Weise  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT is made as of **September 15, 2015** and is between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (District) and BLUE IRON, INC. (Contractor).

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform the work for **Project No. 2-0-00105, Santa Ana Canyon - Below Prado - Inland Empire Brine Line Protection Project** of District, in exact conformity with the Contract Documents (identified below) for the Project, subject to such inspection as District deems appropriate and pursuant to orders and instructions, drawings, etc., issued by District in accordance with the Contract Documents.

2. Contract Documents. The Contract Documents for **Project No. 2-0-00105, Santa Ana Canyon - Below Prado - Inland Empire Brine Line Protection Project** of District are: (a) Notice to Contractors; (b) Instructions To Bidders; (c) Contractor's Proposal; (d) Agreement; (e) General Provisions; (f) Special Provisions; (g) Detailed Specifications; (h) Plans; (i) Bid Bond; (j) Performance Bond; (k) Payment Bond; (l) Appendices and any other documents included in or incorporated into the contract documents; (m) Orders, Instructions, Drawings and Plans issued by District during the course of the work in accordance with the provisions of the Contract Documents.

Each of the above-mentioned documents presently in existence are by this reference incorporated herein and each of said documents not now in existence are incorporated herein as of the time of their issuance.

The Bid Bond is exonerated upon execution and delivery to District in a form satisfactory to District, of the following, duly executed by Contractor and also by its Surety as to the Bonds, Agreement, Certificate of Insurance, Payment Bond, and Performance Bond.

3. Bonds - Insurance. Contractor must deliver to District and District must approve, a fully executed Performance Bond in the amount of 100% of the estimated contract price, a fully executed Payment Bond in the amount of 100% of the estimated contract price, and fully executed certificates of insurance evidencing the existence of the insurance required by Subsection 8.02 of the General Provisions. The Payment Bond and Performance Bond must be on forms furnished by District.

Should any surety on the Payment Bond or Performance Bond be deemed unsatisfactory by the Board of Supervisors of District, Contractor shall upon notice promptly substitute new Bonds in form satisfactory to District.

4. Contract Price - Payment. Attached hereto, marked Exhibit A and by this reference made a part hereof, is provision for the Contract Price and its payment.

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

By Marion Ashley  
Chairman of its Board of Supervisors  
**MARION ASHLEY**

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By Kecia Harper-Ihem  
Deputy

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis 9/15/15  
DATE

(Seal)

Blue Iron, Inc  
Contractor

By [Signature]

Title GENERAL MANAGER

(If corporation affix corporate seal)

EXHIBIT A

(To Agreement for Riverside County Flood Control and Water Conservation District's **Project No. 2-0-00105, Santa Ana Canyon - Below Prado - Inland Empire Brine Line Protection Project**, located in Riverside County, California.)

Contract Price - Payment - District shall pay Contractor the following sums for the items set forth below in accordance with Contractor's Proposal as accepted by District, which sums shall be paid as provided in the General Provisions and subject to additions and deductions as provided in the Contract Documents.

It is understood that the quantities listed, except for those shown as "Final" or "Lump Sum" are but estimates only and final payment will be based on actual work performed, subject to such adjustments and alterations as elsewhere provided.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1.	Mobilization	L.S.	---	---	\$75,000.00
2.	Water Control	L.S.	---	---	6,000.00
3.	Traffic Control	L.S.	---	---	18,000.00
4.	Clearing and Miscellaneous Work	L.S.	---	---	210,000.00
5.	Excavation	C.Y.	13,300	\$5.75	76,475.00
6.	Backfill	C.Y.	13,300	\$18.00	239,400.00
7.	Trench Safety System	L.S.	---	---	25,000.00
8.	Class "A" Concrete, Pile Cap	C.Y.	27	\$650.00	17,550.00
9.	Rock Slope Protection, 1-Ton Class	C.Y.	111	\$65.00	7,215.00
10.	Filter Blanket, No. 2 Backing	C.Y.	17	\$350.00	5,950.00
11.	Rock Slope Protection Fabric	S.Y.	67	\$75.00	5,025.00
12.	Dust Abatement	L.S.	---	---	75,000.00
13.	Hydroseeding	L.S.	---	---	6,000.00
14.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	---	30,000.00
15.	Non-Stormwater Discharge or Dewatering	L.S.	---	---	20,000.00
16.	Ground Anchors Furnished, Installed, and Tested	EACH	243	\$4,000.00	972,000.00
17.	Sheet Piling, AZ 28-700	S.F.	99,094	\$44.90	4,449,320.60
18.	Fire Contingency Requirements	L.S.	---	---	70,000.00
<b>TOTAL</b>					<b>\$6,307,935.60</b>



PERFORMANCE BOND

Bond #70020072  
Premium: \$41,078.00

Recitals:

1. Blue Iron, Inc (Contractor) has entered into an Agreement dated September 15, 2015 with the Riverside County Flood Control and Water Conservation District (District) for construction of public work known as **Project No. 2-0-00105, Santa Ana Canyon - Below Prado - Inland Empire Brine Line Protection Project.**

2. The Ohio Casualty Insurance Company, a New Hampshire corporation (Surety), is the surety under this Bond.

Agreement: We, Contractor as principal, and Surety as surety, jointly and severally agree, state, and are bound unto District, as obligee, as follows:

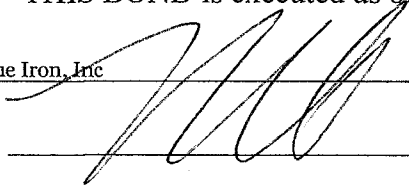
1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ 6,307,935.60 and inures to the benefit of District.

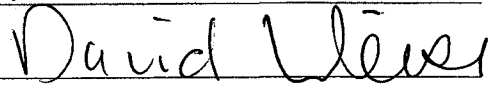
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of District resulting from failure of Contractor to so 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 25% without approval of Surety.

THIS BOND is executed as of August 19, 2015

Blue Iron, Inc  
By 

The Ohio Casualty Insurance Company  


By \_\_\_\_\_

Type Name David Weise  
Its Attorney in Fact (Surety)

Title General Manager  
(Contractor)

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Yolo )

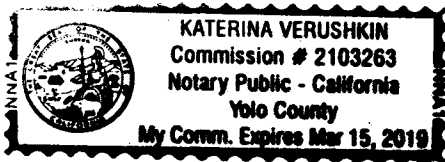
On August 27, 2015 before me, Katerina Verushkin, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Melissa Ann Baker  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Katerina Verushkin  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Performance Bond Document Date: 08-19-15  
Number of Pages: 1 Signer(s) Other Than Named Above: David Weise

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Melissa Baker  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: Blue Iron Inc

Signer Is Representing: The Ohio Casualty Insurance Company

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sacramento

On August 19, 2015 before me, Tina S. Salas, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Tina S. Salas

(Seal)



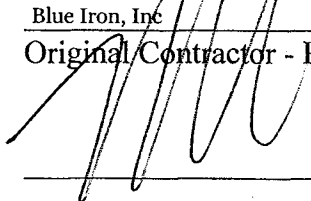
PAYMENT BOND

Premium Included in Performance Bond

(Public Work - Civil Code, Section 3247 et seq.)

The makers of this Bond are Blue Iron, Inc as Principal and Original Contractor and The Ohio Casualty Insurance Company, New Hampshire a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated September 15, 2015, between Principal and Riverside County Flood Control and Water Conservation District (District), a public entity, as Owner, for \$6,307,935.60, the total amount payable. THE AMOUNT OF THIS BOND IS 100 PERCENT OF SAID SUM. Said contract is for public work generally consisting of the construction of **Santa Ana Canyon - Below Prado - Inland Empire Brine Line Protection Project**. The beneficiaries of this Bond are as is stated in Section 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 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: August 19, 2015

Blue Iron, Inc  
Original Contractor - Principal  


The Ohio Casualty Insurance Company  
Surety

By David Weise  
Its Attorney in Fact David Weise

Title General Manager  
(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA §  
COUNTY OF Sacramento )

SURETY'S ACKNOWLEDGMENT

On August 19, 2015 before me personally appeared David Weise known to me to be the person whose name is subscribed to the within instrument as attorney in fact of, The Ohio Casualty Insurance Company a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own name as its attorney in fact.



Tina S. Salas  
Notary Public (Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )

County of Yolo )

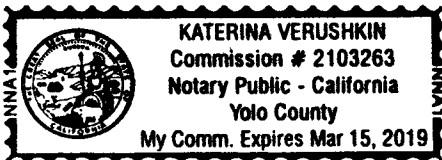
On August 27, 2015 before me, Katerina Verushkin, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Melissa Ann Baker  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Payment Bond Document Date: 08-19-15  
Number of Pages: 1 Signer(s) Other Than Named Above: David Weise

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Melissa Ann Baker  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: David Weise  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: Blue Iron Inc

Signer Is Representing: The Ohio Casualty Insurance Company

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sacramento

On August 19, 2015 before me, Tina S. Salas, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Tina S. Salas* (Seal)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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. 6436688

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

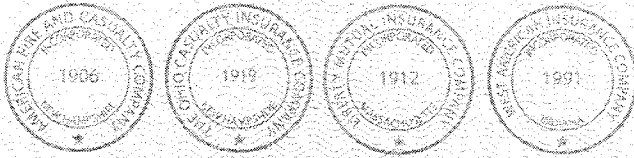
Liberty Mutual Insurance Company  
West American Insurance Company

**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, David Weise; Nicki Moon; Rosalie A. Miszkiel; Thomas R. Hucik; Tina S. Salas

all of the city of Rancho Cordova, 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 3rd day of February, 2014.



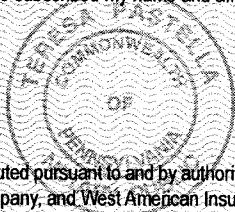
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 3rd day of February, 2014, before me personally appeared: David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Meeting, Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary 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.

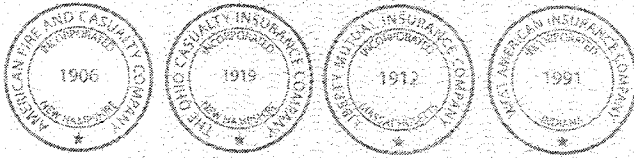
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, 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 David M. Carey, 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, Gregory W. Davenport, 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 19th day of August, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



251778

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
8/19/2015

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

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

<b>PRODUCER</b> Wells Fargo Insurance Services USA, Inc. CA DOI Lic. #0D08408 (916) 589-8000 10940 White Rock Road, 2nd floor Rancho Cordova, CA 95670-6076	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Blue Iron, Inc. 3545 Carlin Drive West Sacramento, CA 95691	<b>INSURER A:</b> Travelers Indemnity Co. of Connecticut		25682 <i>Att</i> X
	<b>INSURER B:</b> Navigators Insurance Company		42307 <i>A X</i>
	<b>INSURER C:</b> Travelers Property Casualty Co of America		25674 <i>Att</i> X
	<b>INSURER D:</b> AXIS Insurance Company		37273 <i>Att</i> X
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		


**COVERAGES**      **CERTIFICATE NUMBER: 9451090**      **REVISION NUMBER: See below**

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

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5000 Ded.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CO-1C819245-TCT-14	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Ded. <input checked="" type="checkbox"/> \$1,000 Ded. C	X	X	810-3C840908-TCT-14	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SF14EXC8256921IV	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB-1C81924-5-14	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			MLZ767421/01/2014	12/20/2014	10/01/2015	\$1,000,000/\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: BII Job 15-09 - Santa Ana Canyon - Below Prada - Inland Empire Brine Line Protection Project #2-0-00105 - along the left bank (southerly) of the Santa Ana River below Prado Dam starting at the terminus of the outlet drop structure of Prado, Corona, Riverside County - Riverside County Flood Control and Water Conservation District, Santa Ana Watershed Project Authority, California State Department of Parks and Recreation, Orange County Flood Control District, CALTRANS, and the United States Army Corps of Engineers and their respective directors, officers, members, managers, agents, representatives, personnel and employees (and any others as identified by the contract documents) are named Additional Insured for General Liability per form CGD246 1002, including Primary Wording, Per Project per form CGD211 1103, Waiver of Subrogation per form CGD316 0704, Auto Liability and Waiver of Subrogation per form CAT353 0310, a Blanket Waiver of Subrogation for Workers Compensation applies per the form WC 99 03 76 (00) attached.

<b>CERTIFICATE HOLDER</b> Riverside County Flood Control and Water Conservation District 1995 Market St. Riverside, CA 92501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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ACORD 25 (2014/01)

(This certificate replaces certificate # 9451092 issued on 8/19/2015)



POLICY NUMBER: CO-1C819245-TCT-14

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE:

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

## DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT, THE CONTRACT IS SIGNED AND EXECUTED PRIOR TO ANY LOSS FOR WHICH COVERAGE IS SOUGHT.

#### Designated Project General Aggregate(s):

GENERAL AGGREGATE  
LIMIT SHOWN ON THE  
DECLARATIONS

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.
  2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "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 Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:
1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount

**COMMERCIAL GENERAL LIABILITY**

available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated 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 Project General Aggregate Limit.
- D. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:  
"Project" means all work performed by or for you pursuant to a separate written contract.
- E. The provisions of SECTION III - LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

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

## **CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – Provisions A.-H. and J.-N. of this endorsement broaden coverage, and provision I. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>A. Broadened Named Insured</li> <li>B. Extension of Coverage – Damage To Premises Rented To You                         <ul style="list-style-type: none"> <li>• Perils of fire, explosion, lightning, smoke, water</li> <li>• Limit increased to \$300,000</li> </ul> </li> <li>C. Blanket Waiver of Subrogation</li> <li>D. Blanket Additional Insured – Managers or Lessors of Premises</li> <li>E. Incidental Medical Malpractice</li> <li>F. Extension of Coverage – Bodily Injury</li> <li>G. Contractual Liability – Railroads</li> </ul> | <ul style="list-style-type: none"> <li>H. Additional Insured – State or Political Subdivisions</li> <li>I. Other Insurance Condition</li> <li>J. Increased Supplementary Payments                         <ul style="list-style-type: none"> <li>• Cost of bail bonds increased to \$2,500</li> <li>• Loss of earnings increased to \$500 per day</li> </ul> </li> <li>K. Knowledge and Notice of Occurrence or Offense</li> <li>L. Unintentional Omission</li> <li>M. Personal Injury – Assumed by Contract</li> <li>N. Blanket Additional Insured – Lessor of Leased Equipment</li> </ul> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **PROVISIONS**

#### **A. BROADENED NAMED INSURED**

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture or limited liability company, of which you maintain ownership or in which you maintain the majority interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer maintain ownership of, or the majority interest in, such organization.

2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

#### **B. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU**

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in Section III Limits Of Insurance.

## COMMERCIAL GENERAL LIABILITY

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
  - a. Rupture, bursting, or operation of pressure relief devices;
  - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
  - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Paragraph a. of the definition of "insured contract" (DEFINITIONS - Section V) is deleted and replaced by the following:
    - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract";

5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is excluded by endorsement.

### C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

### D. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to:
  - a. Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises;
  - b. Any premises for which coverage is excluded by endorsement; or
  - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible

"other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".

**E. INCIDENTAL MEDICAL MALPRACTICE**

1. The following is added to paragraph 1. Insuring Agreement of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (Section I – Coverages):

"Bodily injury" arising out of the rendering of, or failure to render, the following will be deemed to be caused by an "occurrence":

- a. Medical, surgical, dental, laboratory, x-ray or nursing service, advice or instruction, or the related furnishing of food or beverages;
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
  - c. First aid; or
  - d. "Good Samaritan services." As used in this Provision E., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
2. Paragraph 2.a.(1)(d) of **WHO IS AN INSURED** (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 1. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

3. The following exclusion is added to paragraph 2. Exclusions of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (Section I – Coverages):

(This insurance does not apply to:) "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

4. For the purposes of determining the applicable limits of insurance, any act or omission

together with all related acts or omissions in the furnishing of the services described in paragraph 1. above to any one person will be deemed one "occurrence".

5. This Provision E. does not apply if you are in the business or occupation of providing any of the services described in paragraph 1. above.

6. The insurance provided by this Provision E. shall be excess over any valid and collectible "other insurance" available to the insured, whether primary, excess, contingent or on any other basis, except for insurance that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

**F. EXTENSION OF COVERAGE – BODILY INJURY**

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**G. CONTRACTUAL LIABILITY – RAILROADS**

1. Paragraph c. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" (DEFINITIONS – Section V) is deleted.

**H. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS**

**WHO IS AN INSURED** (Section II) is amended to include as an insured any state or political subdivision, subject to the following provisions:

1. This insurance applies only when required to be provided by you by an ordinance, law or building code and only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

a. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or political subdivision; or

## COMMERCIAL GENERAL LIABILITY

- b. "Bodily injury" or "property damage" included in the "products-completed operations hazard".

### I. OTHER INSURANCE CONDITION

- A. COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 4. (Other Insurance) is deleted and replaced by the following:

#### 4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in c. below.

##### b. Excess Insurance

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

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional

insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

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

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

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

##### c. Method Of Sharing

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

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

- B. The following definition is added to DEFINITIONS (Section V):

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
  - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5 of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
  - (3) Any risk retention group;
  - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
  - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

**J. INCREASED SUPPLEMENTARY PAYMENTS**

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

- 1. In paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
- 2. In paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

**K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

- 1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

- 2. Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.
- 3. This Provision K. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" that causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

**L. UNINTENTIONAL OMISSION**

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. However, this Provision L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

**M. PERSONAL INJURY – ASSUMED BY CONTRACT**

- 1. The following is added to Exclusion e. (1) of Paragraph 2., Exclusions of Coverage B. Personal Injury, Advertising Injury, and Web Site Injury Liability of the Web XTEND Liability endorsement:

Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been as-

## COMMERCIAL GENERAL LIABILITY

sumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
2. Paragraph 2.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:
- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
3. The third sentence of Paragraph 2 of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:
- Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, or the provisions of Paragraph 2.e.(1) of Section I – Coverage B – Personal Injury, Advertising Injury And Web Site Injury Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage", or damages for "personal injury", and will not reduce the limits of insurance.
4. This provision M. does not apply if coverage for "personal injury" liability is excluded by endorsement.

## N. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to their liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after the equipment lease expires.
3. The insurance afforded to the additional insured is excess over any valid and collectible "other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".



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

**BLANKET ADDITIONAL INSURED  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured.
2. The insurance provided to the additional insured is limited as follows:
  - a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section II – LIMITS OF INSURANCE.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
    - i. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
    - ii. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
  - c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.
5. As a condition of coverage, each additional insured must:
  - a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

**POLICY NUMBER: CO-1C819245-TCT-14**

**COMMERCIAL GENERAL LIABILITY**

- b.) Immediately forward all legal papers to us, cooperate in the investigation or settlement of the claim or defense against the "suit," and otherwise comply with policy conditions.**
- c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this**

**requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.**

- d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.**



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 (00) -**

POLICY NUMBER: UB-1C81924-5-14

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

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

**Schedule**

**Person or Organization**

**Job Description**

ALL PERSONS OR ORGANIZATION THAT ARE PARTIES TO A CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU EXECUTED THE CONTRACT BEFORE THE LOSS.

DATE OF ISSUE: 1 - 1 - 08 ST ASSIGN:

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related-traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

##### Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.