

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



ITEM
3.62
(ID # 7511)

MEETING DATE:

Tuesday, July 31, 2018


FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION
DEPARTMENT: Approve an Addendum to the Plans and Specifications, Accept the Low Bid, and Award the Contract for the Grand Avenue Resurfacing Project, in the Community of West Elsinore, 1st District; [\$351,515 Total Cost]; Local Funds 100%.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute an addendum to the plans and specifications issued prior to the May 9, 2018, bid opening; and
2. Accept the low bid of Frank and Son Paving, Inc. of Chula Vista, CA in the amount of \$351,515; and
3. Award the contract to Frank and Son Paving, Inc. and authorize the Chairman of the Board to execute the contract documents.
4. Approve the project's proposed budget as shown on Attachment A.

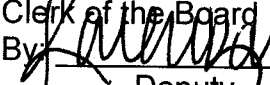
ACTION: Policy


Patricia Romo, Director of Transportation 7/3/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: July 31, 2018
xc: TLMA-Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 351,515	\$ 0	\$ 351,515	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax / SB-1 (99.67%), EVMWD (0.25%), Frontier (0.08%). There are no General Funds used in this project.			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated April 10, 2018 (Agenda Item 3.37), the County of Riverside (County) Board of Supervisors authorized the Clerk of the Board to advertise the Grand Avenue Resurfacing Project from Machado Street to Plumas Street, in the Community of West Elsinore.

The work includes removal and replacement of the existing asphalt concrete pavement with new hot mix asphalt. Additional improvements will include reconstruction of curb ramps to comply with Americans with Disabilities Act (ADA) requirements, installation of roadside signs, placement of traffic stripes and pavement markings, and other associated work.

On April 28, 2017, Senate Bill 1 (SB1) was passed to improve the state's aging transportation infrastructure, particularly roads and bridges. Because of this, the County is now able to improve the condition of roads in need of resurfacing or reconstruction and has included them in the County's Transportation Improvement Program (TIP). The Grand Avenue project is urgently needed to improve this aging road in a state of disrepair. Without SB1 urgently needed road repair projects would have been shelved until funding became available.

During the advertisement period, one addendum was issued to extend the bid receipt date and bidders were required to acknowledge and take into account all issued addenda on their contractor's Bid in order to be considered for award.

The bid documents were prepared to include a Base Bid Schedule for County's proposed work and two Alternate Bid Schedules for utility companies. Utility companies have concurred with the bid prices proposed by Frank and Son Paving, Inc. The reimbursement agreements between County and utility companies have been executed. The contract includes the following bid schedules:

- Base Bid Sch. Grand Avenue pavement resurfacing and associated work
- Alternate Bid Sch. 1: Manhole Adjustment for Elsinore Valley Municipal Water District (EVMWD)

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

Alternate Bid Sch. 2: Manhole Adjustment for Frontier Communications

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

County Project No. C8-0052

Impact on Residents and Businesses

The purpose of this project is to resurface the deteriorated segment of Grand Avenue between Machado Street and Plumas Street to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

The work is scheduled to begin in summer of 2018, and will be phased to keep the road open during construction as much as possible and will take approximately two months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

The contract is recommended to be awarded to Frank and Son Paving, Inc. for a total amount of \$351,515. The project will be funded by Gas Tax /SB-1, EVMWD and Frontier Communications. There are no General Funds used in this project.

The proposed budget as shown on Attachment "A" includes the contract award amount and other associated costs.

Contract History and Price Reasonableness

Six bids were received ranging from \$351,515 to \$529,925. The basis for the selection of a contractor is the lowest responsive and responsible bid.

All received bids were responsive to the bidding requirements set forth for the project. The lowest responsible bid was submitted by Frank and Son Paving, Inc. in the amount of \$351,515 which is \$70,035 (16%) below the Engineer's Estimate.

ATTACHMENTS:

Vicinity Map
Attachment A
Summary of Bids
Addendum No. 1
Contract/Bonds/Insurance
Contractor's Bid Proposal

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



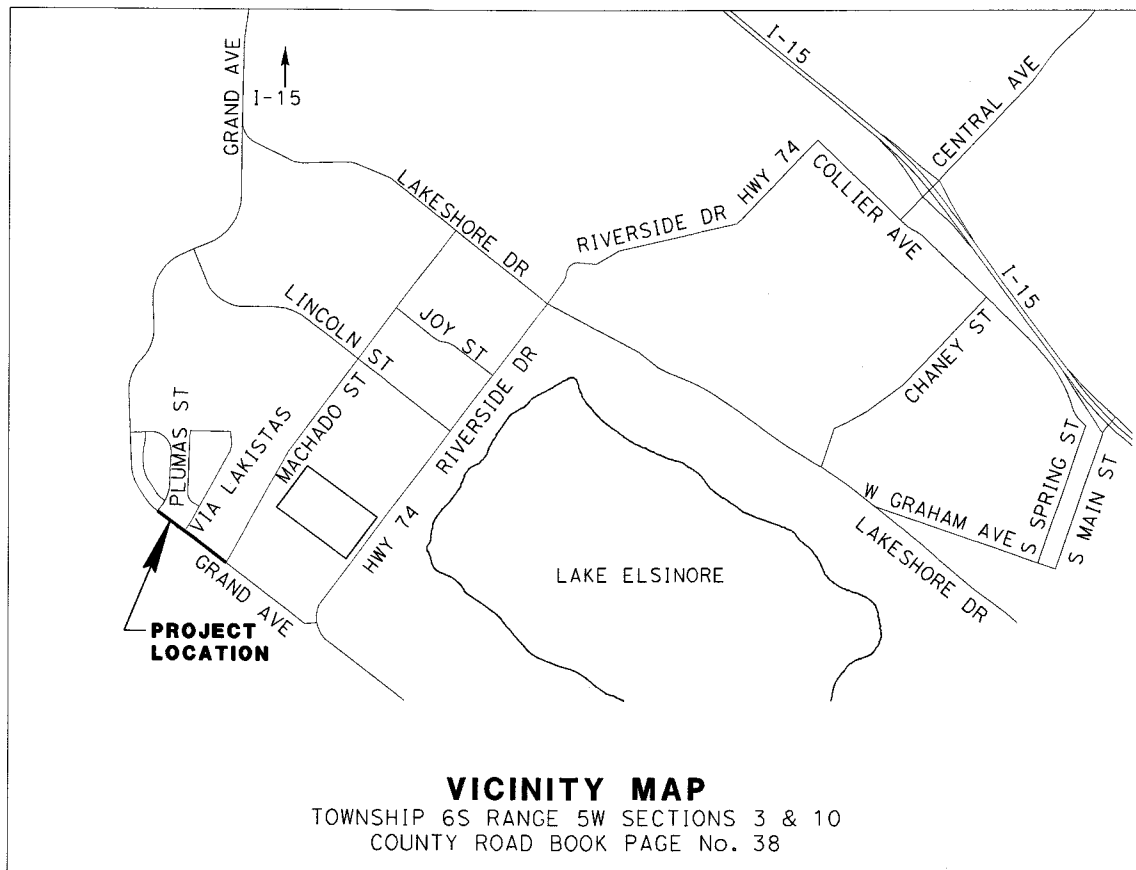
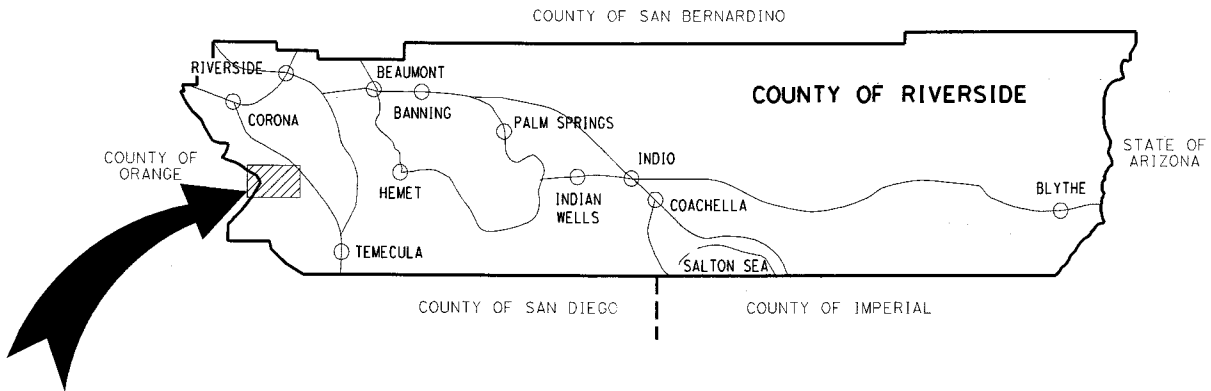
Gregory V. Priamos, Director County Counsel 7/13/2018

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

GRAND AVENUE

RESURFACING
MACHADO ST TO PLUMAS ST
COMMUNITY OF WEST ELSINORE

WO# C8-0052



Attachment "A"

Riverside County Transportation Department

Project: GRAND AVENUE RESURFACING
MACHADO STREET TO PLUMAS STREET

Project No.(s): C8-0052

Expenses as of: 6/27/2018

Project Costs and Budget

Activity	Inurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	318		1,000	5,000	1,000
Environmental	1,161		2,000	7,000	2,000
Design	133,442	1,000	135,000	85,000	135,000
Right-of-way					
Utilities					
Construction		351,515			
Construction Contingency	10.0%	35,152	387,000	220,000	387,000
Construction Engineering & Inspection	20.0%	4,303	66,697	45,000	71,000
Construction Survey	5.0%	1,353	16,647	8,000	18,000
Totals:		140,576	471,011	614,000	370,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	SB1 Gas tax	370,000	612,000
396	Elsinore Valley Municipal Water District		1,000
990	Miscellaneous [Frontier Communications]		1,000
Totals		370,000	614,000

Comments

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Grand Avenue Resurfacing Project
Machado Street to Plumas Street
Community of West Lake Elsinore**

**Advertised: April 10, 2018 (Agenda Item: 3.37)
Addenda: 1(4/27/2018)**

Bids Open: 2 pm Date: Wednesday, May 9, 2018

PROJECT No. C8-0052

	Company Name	Base Bid Subtotal	Alternate Bid Schedule 1 (E/MWD) Subtotal	Alternate Bid Schedule 2 (FRONTIER) Subtotal	Total
	COUNTY'S ESTIMATE	417,550.00	3,000.00	1,000.00	\$421,550.00
1	Frank & Sons Paving, Inc.	350,315.00	900.00	300.00	\$351,515.00
2	All American Asphalt	402,848.00	4,500.00	1,500.00	\$408,848.00
3	Hardy & Harper	406,000.00	3,000.00	2,000.00	\$411,000.00
4	R.J. Noble Company	414,486.75	8,850.00	2,950.00	\$426,286.75
5	LC Paving & Sealing, Inc.	437,676.50	2,250.00	750.00	\$440,676.50
6	Vance Corporation	525,525.00	3,150.00	1,250.00	\$529,925.00
	Average Bid Prices	\$422,808.54	\$3,775.00	\$1,458.33	\$428,041.88

**Riverside County Transportation Department
Summary of Bids**

Advertised: April 10, 2018 (Agenda Item: 3.37)
Addenda: 1(4/27/2018)
Bids Open: 2 pm Date: Wednesday, May 9, 2018

**PROJECT: Grand Avenue Resurfacing Project
Machado Street to Plumas Street
Community of West Lake Elsinore**

PROJECT No. C8-0052

Base Bid		COUNTY'S ESTIMATE				Frank & Sons Paving, Inc. Bonita, CA 91908		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	2,000.00	2,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	50,000.00	50,000.00	20,000.00	20,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	2,500.00	2,500.00	4,000.00	4,000.00
4	170103	CLEARING AND GRUBBING (LS)	LS	1	15,000.00	15,000.00	10,000.00	10,000.00
5	066100	DUST CONTROL	LS	1	5,000.00	5,000.00	6,000.00	6,000.00
6	374207	CRACK TREATMENT	LS	1	2,500.00	2,500.00	10,000.00	10,000.00
7	011506	WEDGE PLANE ASPHALT CONCRETE	LF	1,750	5.00	8,750.00	5.76	10,080.00
8	190101	ROADWAY EXCAVATION	CY	180	40.00	7,200.00	62.00	11,160.00
9	190185	SHOULDER BACKING	LF	2,850	3.00	8,550.00	3.80	10,830.00
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	350	15.00	5,250.00	11.32	3,962.00
11	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	355	15.00	5,325.00	14.40	5,112.00
12	390132	HOT MIX ASPHALT (TYPE A)	TON	960	75.00	72,000.00	68.00	65,280.00
13	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	1,450	100.00	145,000.00	78.00	113,100.00
14	710212	ADJUST MANHOLE TO GRADE [SD MANHOLE]	EA	3	1,000.00	3,000.00	300.00	900.00
15	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	880	20.00	17,600.00	7.00	6,160.00
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	3	3,000.00	9,000.00	3,800.00	11,400.00
17	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	300	5.00	1,500.00	6.00	1,800.00
18	820230	REMOVE SIGN	EA	8	100.00	800.00	169.00	1,352.00
19	820840	ROADSIDE SIGN - ONE POST	EA	7	400.00	2,800.00	407.00	2,849.00
20	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	460	5.00	2,300.00	10.00	4,600.00
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,950	0.50	3,475.00	1.40	9,730.00
22	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00	40,000.00	40,000.00
Base Bid Sub-Total						417,550.00		350,315.00
Items 1-22								

**Riverside County Transportation Department
Summary of Bids**

Advertised: April 10, 2018 (Agenda Item: 3.37)
Addenda: 1(4/27/2018)
Bids Open: 2 pm Date: Wednesday, May 9, 2018

**PROJECT: Grand Avenue Resurfacing Project
Machado Street to Plumas Street
Community of West Lake Elsinore**

PROJECT No. C8-0052

ALTERNATE BID SCHEDULE 1 (EVMWD)		COUNTRY'S ESTIMATE			Frank & Sons Paving, Inc. Bonita, CA 91908			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
23	710212	ADJUST MANHOLE TO GRADE	EA	3	1,000.00	3,000.00	300.00	900.00
Alt. Bid Sch. 1 Sub-Total						3,000.00		900.00
Items 23								
ALTERNATE BID SCHEDULE 2 (FRONTIER)		COUNTRY'S ESTIMATE			Frank & Sons Paving, Inc. Bonita, CA 91908			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
24	710212	ADJUST MANHOLE TO GRADE	EA	1	1,000.00	1,000.00	300.00	300.00
Alt. Bid Sch. 2 Sub-Total						1,000.00		300.00
Item 24								

Project Total		421,550.00	351,515.00
Items 1-24			

**Riverside County Transportation Department
Summary of Bids**

Advertised: April 10, 2018 (Agenda Item: 3.37)
Addenda: 1(4/27/2018)
Bids Open: 2 pm Date: Wednesday, May 9, 2018

**PROJECT: Grand Avenue Resurfacing Project
Machado Street to Plumas Street
Community of West Lake Elsinore**

PROJECT No. C8-0052

Base Bid		2			3			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	2,500.00	2,500.00	1,114.90	1,114.90
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	50,000.00	50,000.00	40,000.00	40,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	4,000.00	4,000.00
4	170103	CLEARING AND GRUBBING (LS)	LS	1	10,000.00	10,000.00	24,000.00	24,000.00
5	066100	DUST CONTROL	LS	1	2,000.00	2,000.00	2,000.00	2,000.00
6	374207	CRACK TREATMENT	LS	1	6,000.00	6,000.00	11,000.00	11,000.00
7	011506	WEDGE PLANE ASPHALT CONCRETE	LF	1,750	6.00	10,500.00	4.00	7,000.00
8	190101	ROADWAY EXCAVATION	CY	180	90.00	16,200.00	95.00	17,100.00
9	190185	SHOULDER BACKING	LF	2,850	5.00	14,250.00	3.00	8,550.00
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	350	15.00	5,250.00	18.00	6,300.00
11	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	355	4.00	1,420.00	22.00	7,810.00
12	390132	HOT MIX ASPHALT (TYPE A)	TON	960	60.00	57,600.00	67.76	65,049.60
13	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	1,450	95.00	137,750.00	84.84	123,018.00
14	710212	ADJUST MANHOLE TO GRADE [SD MANHOLE]	EA	3	1,500.00	4,500.00	1,000.00	3,000.00
15	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	880	14.00	12,320.00	18.00	15,840.00
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	3	5,000.00	15,000.00	4,500.00	13,500.00
17	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	300	4.00	1,200.00	4.00	1,200.00
18	820230	REMOVE SIGN	EA	8	36.00	288.00	177.00	1,416.00
19	820840	ROADSIDE SIGN - ONE POST	EA	7	260.00	1,820.00	321.00	2,247.00
20	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	460	5.00	2,300.00	9.00	4,140.00
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,950	1.00	6,950.00	1.11	7,714.50
22	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00	40,000.00	40,000.00
Base Bid Sub-Total						402,848.00		406,000.00

Grand Ave Resurfacing Project(C8-0052): SUMMARY-WEB
Updated: 5/9/2018

**Riverside County Transportation Department
Summary of Bids**

Advertised: April 10, 2018 (Agenda Item: 3.37)
Addenda: 1(4/27/2018)
Bids Open: 2 pm Date: Wednesday, May 9, 2018

**PROJECT: Grand Avenue Resurfacing Project
Machado Street to Plumas Street
Community of West Lake Elsinore**

PROJECT No. C8-0052

ALTERNATE BID SCHEDULE 1 (EVMWD)		2		3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
23	710212	ADJUST MANHOLE TO GRADE	EA	3	1,500.00	4,500.00	1,000.00	3,000.00
Alt. Bid Sch. 1 Sub-Total						4,500.00		3,000.00
ALTERNATE BID SCHEDULE 2 (FRONTIER)		2		3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
24	710212	ADJUST MANHOLE TO GRADE	EA	1	1,500.00	1,500.00	2,000.00	2,000.00
Alt. Bid Sch. 2 Sub-Total						1,500.00		2,000.00

Project Total		408,848.00	411,000.00
Items 1-24			

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Grand Avenue Resurfacing Project
Machado Street to Plumas Street
Community of West Lake Elsinore**

**Advertised: April 10, 2018 (Agenda Item: 3.37)
Addenda: 1(4/27/2018)
Bids Open: 2 pm Date: Wednesday, May 9, 2018**

PROJECT No. C8-0052

Base Bid		4			5			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	R.J. Noble Company Orange, CA 92856 BID UNIT PRICE	BID ESTIMATE	LC Paving & Sealing, Inc. San Marcos, CA 92069 BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	1,650.00	1,650.00	5,500.00	5,500.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	31,000.00	31,000.00	11,250.00	11,250.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	2,500.00	2,500.00	2,500.00	2,500.00
4	170103	CLEARING AND GRUBBING (LS)	LS	1	4,000.00	4,000.00	24,150.00	24,150.00
5	066100	DUST CONTROL	LS	1	9,500.00	9,500.00	5,500.00	5,500.00
6	374207	CRACK TREATMENT	LS	1	7,000.00	7,000.00	4,500.00	4,500.00
7	011506	WEDGE PLANE ASPHALT CONCRETE	LF	1,750	3.25	5,687.50	4.00	7,000.00
8	190101	ROADWAY EXCAVATION	CY	180	150.00	27,000.00	56.00	10,080.00
9	190185	SHOULDER BACKING	LF	2,850	5.50	15,675.00	10.00	28,500.00
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	350	18.50	6,475.00	6.25	2,187.50
11	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	355	18.75	6,656.25	9.50	3,372.50
12	390132	HOT MIX ASPHALT (TYPE A)	TON	960	72.00	69,120.00	86.25	82,800.00
13	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	1,450	85.00	123,250.00	113.97	165,256.50
14	710212	ADJUST MANHOLE TO GRADE [SD MANHOLE]	EA	3	2,950.00	8,850.00	750.00	2,250.00
15	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	880	28.50	25,080.00	16.50	14,520.00
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	3	5,200.00	15,600.00	3,950.00	11,850.00
17	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	300	4.00	1,200.00	4.00	1,200.00
18	820230	REMOVE SIGN	EA	8	81.00	648.00	100.00	800.00
19	820840	ROADSIDE SIGN - ONE POST	EA	7	325.00	2,275.00	350.00	2,450.00
20	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	460	9.50	4,370.00	11.00	5,060.00
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,950	1.00	6,950.00	1.00	6,950.00
22	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00	40,000.00	40,000.00
Base Bid Sub-Total						414,486.75		437,676.50

**Riverside County Transportation Department
Summary of Bids**

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Machado Street to Plumas Street
Community of West Lake Elsinore

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Addenda: 1(4/27/2018)
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PROJECT No. C8-0052

ALTERNATE BID SCHEDULE 1 (EVMWD)		4		5				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
23	710212	ADJUST MANHOLE TO GRADE	EA	3	2,950.00	8,850.00	750.00	2,250.00
Alt. Bid Sch. 1 Sub-Total						8,850.00		2,250.00
Items 23								
ALTERNATE BID SCHEDULE 2 (FRONTIER)		4		5				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
24	710212	ADJUST MANHOLE TO GRADE	EA	1	2,950.00	2,950.00	750.00	750.00
Alt. Bid Sch. 2 Sub-Total						2,950.00		750.00
Items 24								

Project Total		426,286.75	440,676.50
Items 1-24			

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Grand Avenue Resurfacing Project
Machado Street to Plumas Street
Community of West Lake Elsinore**

**Advertised: April 10, 2018 (Agenda Item: 3.37)
Addenda: 1/4/27/2018
Bids Open: 2 pm Date: Wednesday, May 9, 2018**

PROJECT No. C8-0052

Base Bid		6		Vance Corporation Rialto, CA 92377		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	99,460.00	99,460.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	7,500.00	7,500.00
4	170103	CLEARING AND GRUBBING (LS)	LS	1	5,000.00	5,000.00
5	066100	DUST CONTROL	LS	1	20,000.00	20,000.00
6	374207	CRACK TREATMENT	LS	1	10,000.00	10,000.00
7	011506	WEDGE PLANE ASPHALT CONCRETE	LF	1,750	6.00	10,500.00
8	190101	ROADWAY EXCAVATION	CY	180	90.00	16,200.00
9	190185	SHOULDER BACKING	LF	2,850	4.00	11,400.00
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	350	20.00	7,000.00
11	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	355	20.00	7,100.00
12	390132	HOT MIX ASPHALT (TYPE A)	TON	960	80.00	76,800.00
13	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	1,450	100.00	145,000.00
14	710212	ADJUST MANHOLE TO GRADE [SD MANHOLE]	EA	3	1,100.00	3,300.00
15	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	880	25.00	22,000.00
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	3	6,300.00	18,900.00
17	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	300	4.00	1,200.00
18	820230	REMOVE SIGN	EA	8	100.00	800.00
19	820840	ROADSIDE SIGN - ONE POST	EA	7	325.00	2,275.00
20	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	460	9.00	4,140.00
21	840666	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,950	1.00	6,950.00
22	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00
Base Bid Sub-Total						525,525.00

Items 1-22

**Riverside County Transportation Department
Summary of Bids**

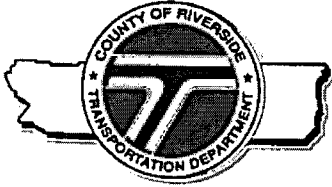
Advertised: April 10, 2018 (Agenda Item: 3.37)
Addenda: 1(4/27/2018)
Bids Open: 2 pm Date: Wednesday, May 9, 2018

**PROJECT: Grand Avenue Resurfacing Project
Machado Street to Plumas Street
Community of West Lake Elsinore**

PROJECT No. C8-0052

ALTERNATE BID SCHEDULE 1 (EVMWD)		6		Vance Corporation Rialto, CA 92377		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
23	710212	ADJUST MANHOLE TO GRADE	EA	3	1,050.00	3,150.00
Alt. Bid Sch. 1 Sub-Total						3,150.00
Items 23						
ALTERNATE BID SCHEDULE 2 (FRONTIER)		6		Vance Corporation Rialto, CA 92377		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
24	710212	ADJUST MANHOLE TO GRADE	EA	1	1,250.00	1,250.00
Alt. Bid Sch. 2 Sub-Total						1,250.00
Items 24						

Project Total	529,925.00
Items 1-24	



Patricia Romo, P.E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
Deputy for Transportation/Planning and
Development

Transportation Department

ADDENDUM NUMBER 1

Dated April 27, 2018

to the
Specifications and Contract Documents
for the construction of

Grand Avenue Resurfacing Project
Machado Street to Plumas Street
Community of West Elsinore

Project No. C8-0052

Bids Due: (Revised)
Wednesday, May 9, 2018; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Bid (Proposal). Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

<http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: The new designated date and time for the receipt and opening of bids is revised as follows:

Wednesday, May 9, 2018; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

Prepared by: Joel R. Jimenez
Joel Jimenez, PE; Senior Civil Engineer, Contracts/Bidding Unit

Acknowledged: _____ Date: _____
(Contractor)

JRJ:sb

Bid

Date: MAY 2, 2018

To: County of Riverside, hereafter called "County";

Bidder: Frank and Son Paving, Inc.
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Grand Avenue Resurfacing Project, Machado Street to Plumas Street, Community of West Elsinore, Project No. C8-0052 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) 01 (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

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

**Grand Avenue Resurfacing Project
Machado Street to Plumas Street
Community of West Elsinore
Project No. C8-0052**

PROPOSAL

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	100100	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	4,000.00	4,000.00
4	170103	CLEARING AND GRUBBING (LS)	LS	1	10,000.00	10,000.00
5	066100	DUST CONTROL	LS	1	6,000.00	6,000.00
6	374207	CRACK TREATMENT	LS	1	19,000.00	19,000.00
7	011506	WEDGE PLANE ASPHALT CONCRETE	LF	1,750	5.76	10,080.00
8	190101	ROADWAY EXCAVATION	CY	180	62.00	11,160.00
9	190185	SHOULDER BACKING	LF	2,850	3.80	10,830.00
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	350	11.32	3,962.00
11	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	355	14.40	5,112.00
12	390132	HOT MIX ASPHALT (TYPE A)	TON	960	68.00	65,280.00
13	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	1,450	78.00	113,100.00
14	710212	ADJUST MANHOLE TO GRADE [SD MANHOLE]	EA	3	300.00	900.00
15	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	880	7.00	6,160.00
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	3	3,800.00	11,400.00
17	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	300	6.00	1,800.00
18	820230	REMOVE SIGN	EA	8	169.00	1,352.00
19	820840	ROADSIDE SIGN - ONE POST	EA	7	407.00	2,849.00
20	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	460	10.00	4,600.00
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,950	1.40	9,730.00
22	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00

BASE BID
SUB-TOTAL:
ITEMS 1-22

Three Hundred Fifty Thousand Three Hundred Fifteen Dollars and \$350,315.00
"WORDS" *Zero Cents.*

PROPOSAL

ALTERNATE BID SCHEDULE "1" (EVMWD)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
23	710212	ADJUST MANHOLE TO GRADE	EA	3	300.00	900.00

ALT. BID SCH. 1

SUB-TOTAL:

ITEMS 23

Nine Hundred Dollars and Zero Cents \$ 900.00
"WORDS"

ALTERNATE BID SCHEDULE "2" (FRONTIER)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
24	710212	ADJUST MANHOLE TO GRADE	EA	1	300.00	300.00

ALT BID SCH. 2

SUB-TOTAL:

ITEMS 24

Three Hundred Dollars and Zero Cents \$ 300.00
"WORDS"

PROJECT TOTAL:

ITEMS 1-24

Three Hundred Fifty One Thousand Five Hundred Fifteen Dollars and zero cents. \$ 351,515.00
"WORDS"

Bidder Data and Signature

Name of Bidder: Frank and Son Paving, Inc.

Type of organization: Construction - Corporation

Person(s) authorized to sign for Bidder: ALICIA VASQUEZ

Frank and Son Paving Inc.

President - ALICIA VASQUEZ Treasurer - FRANCISCO VASQUEZ

Note:

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

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

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

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

Business Street Address: 1019 Third Ave Chula Vista Ca. 91911
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Chula Vista Ca. 91911

P.O. Box- Number: PO Box 698

P.O. Box- City, State, Zip Code: Bonita, Ca. 91908

Phone: (619) 422-8322

Facsimile: (619) 420-9020

E-mail: franknsonpaving@yahoo.com

Contractor's license number: 612545

License Classification(s): A/C12

Expiration date: 2-28-2019

Department of Industrial Relations Registration Number: 33-0337594 AN
#1000009502

Bidder Data and Signature (continued)

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

Grand Avenue Resurfacing Project

Machado Street to Plumas Street

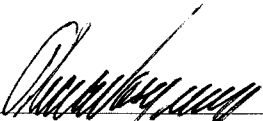
Community of West Elsinore

Project No. C8-0052

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

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

Signature:



Name (printed):

ALICIA VASQUEZ

Title:

President

“Contractor”

Subcontractor List

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

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

Name of Bidder (Prime/General Contractor): Frank and Son Paving, Inc.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	Superior Pavement Markings Inc.	776306	100001476	PO Box 278 Beaumont CA 92223	17 Pavement Mark 18 Remove sign 19 Road sign 20 Thermo / 21 Paint	<input type="checkbox"/>
2.						<input type="checkbox"/>
3.						<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

Additional Subcontractor List(s) may be attached to the Bid.
(A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: 4 %

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

Non-Collusion Declaration

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

The undersigned declares:

I am the President (Title) of Frank and Santavina, Inc. (company),
the party making the foregoing bid.

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

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

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

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

MAY (Month) 02 (Day) of May 2018 (Year),

at CHUK VISTA (City) California (State).

Signature of Declarant: _____

Printed name of Declarant: _____

Name of Bidder (Company): _____

Title or Office: _____

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

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 San Diego)
On May 2, 2018 before me, Jeanette Delgado Andrade - Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Alicia Vasquez
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 Jeanette Delgado Andrade
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: Non Collusion
Document Date: May 2, 2018 Number of Pages: 1
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name: Alicia Vasquez
[X] Corporate Officer -- Title(s): President
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

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
(Public Contract Code sections 2200-2208)


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

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

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

Option #1 – Certification

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

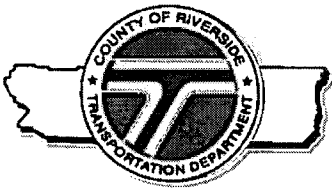
<i>Contractor Name/Financial Institution (Printed)</i> Frank and Son Paving Inc		<i>Federal ID Number (or n/a)</i> 33033 7594
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Alicia Vasquez - President		
<i>Date Executed</i> May 2, 2018	<i>Executed in</i> Chula Vista, CA	

Option #2 – Exemption

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

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

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



Patricia Romo, P.E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
Deputy for Transportation/Planning and
Development

Transportation Department

ADDENDUM NUMBER 1

Dated April 27, 2018

to the
Specifications and Contract Documents
for the construction of

Grand Avenue Resurfacing Project
Machado Street to Plumas Street
Community of West Elsinore

Project No. C8-0052

Bids Due: (Revised)
Wednesday, May 9, 2018; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Bid (Proposal). Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

<http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: The new designated date and time for the receipt and opening of bids is revised as follows:

Wednesday, May 9, 2018; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

Prepared by: _____

Joel Jimenez, PE; Senior Civil Engineer; Contracts/Bidding Unit

Acknowledged: _____

(Contractor)

Date: April 27, 2018

JRJ:sb

3525 14th Street Riverside, CA 92501 · (951) 955-6800
FAX (951) 955-3164

SPECIFICATIONS and CONTRACT DOCUMENTS

for the

CONSTRUCTION

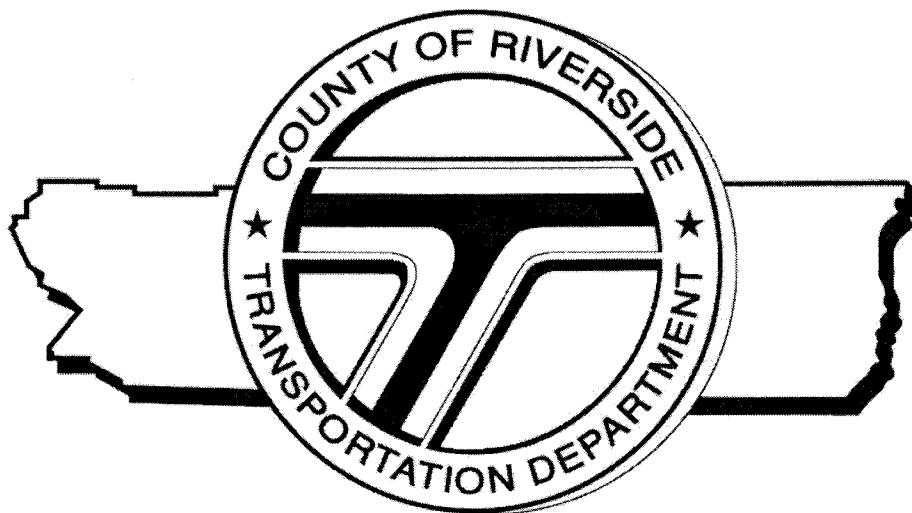
of

Grand Avenue Resurfacing Project

Machado Street to Plumas Street

Community of West Elsinore

Project No. C8-0052



TRANSPORTATION DEPARTMENT

Notice to Bidders

County of Riverside, herein called Owner, invites sealed proposals for:

Grand Avenue Resurfacing Project

Machado Street to Plumas Street

Community of West Elsinore

Project No. C8-0052

Bid shall be delivered to the County of Riverside Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, **May 2, 2018** to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated **March 2018**, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of **\$30.00** per set with 24" x 36" plans plus mailing costs. No refund. Prospective bidders may preview the plans, specifications and other contract documents at no charge prior to purchase at the above noted location.

Pursuant to Labor Code section 1771.1, any Contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may be awarded a contract or perform work on any contract for public work, after April 1, 2015, without proof of current registration with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to perform public works.

The County of Riverside, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8) and related statutes, issued pursuant to such Act, hereby notifies all bidders that minority businesses will be afforded full opportunity to submit bids, and it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, sex, national origin, religion, age, or disability.

The Contractor is required to have a Class "A" or C12 license at the time of bid submission.

Engineering Estimate: \$ 375,500.00 - \$ 438,500.00 (Base Bid Sch.)
 \$ 2,700.00 - \$ 3,100.00 (Alternate Bid Sch. 1, EVMWD)
 \$ 900.00 - \$ 1,000.00 (Alternate Bid Sch. 2, Frontier)

Bid Bond 10 %
Performance Bond 100 %
Payment Bond 100 %
Working Days 40 Working Days

Website: <http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

General

Table of Contents

<u>Description</u>	<u>Page</u>
Vicinity Map	i
Specifications and Contract Documents Approvals	ii – iv
Notice To Bidders	v
Instruction to Bidders*	A1 – A13
Bidding Documents	
Bid	B1
Bid Items	B2– B3
Bidder Data and Signature	B4 – B5
Subcontractor List	B6
Non-Collusion Declaration	B7
Iran Contacting Act, Certification or Exemption	B8
Bid Bond	B9
Contract and other Bonds	
Contract	C1 – C4
Performance Bond	C5
Payment Bond	C6

* **Note:** See the first page of this document description for a detailed Table of Contents.

Bid Bond

Recitals:

1. Frank & Son Paving, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Grand Avenue Resurfacing Project, Machado Street to Plumas Street, Community of West Elsinore, Project No. C8-0052** in accordance with a Notice Inviting Bids from the County.
2. Argonaut Insurance Company a Illinois corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

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

Dated: May 1st, 2018

Signatures:

Argonaut Insurance Company

c/o CMGIA-20335 Ventura Blvd., Ste 426

Woodland Hills, CA 91364

By: _____

Gabriela Grady

Title: _____

Attorney in Fact
"Surety"

By: _____

Frank and Son Paving, Inc.

ROSALBA VASQUEZ

Title: _____

PRESIDENT

"Contractor"

STATE OF _____

See Attached

COUNTY _____

OF _____

}

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$10,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



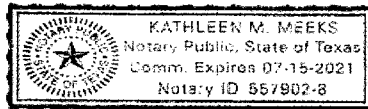
by: *Joshua C. Betz*

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



Kathleen M. Meeks
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 1st day of May, 2018.



Sarah Heineman

Sarah Heineman, VP-Underwriting Surety

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 LOS ANGELES)

On MAY 01 2018 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared GABRIELLA GRADY
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 [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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

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 San Diego

On May 2, 2018 before me, Jeanette Delgado Andrade - Notary Public

personally appeared Alicia Vasquez

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 of Notary Public: Jeanette Delgado Andrade

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: May 1, 2018
Number of Pages: 1

Capacity(ies) Claimed by Signer(s)

Signer's Name: Alicia Vasquez
[X] Corporate Officer -- Title(s): President
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
 - Annual Statements
 - Quarterly Statements
- Company Complaint
 - Company Performance & Comparison Data
 - Company Enforcement Action
 - Composite Complaints Studies
- Additional Info
 - Find A Company Representative In Your Area
 - View Financial Disclaimer

COMPANY PROFILE

Company Information

ARGONAUT INSURANCE COMPANY
P.O. BOX 469011
SAN ANTONIO, TX 78246-9011
800-470-7958

Old Company Names

Effective Date

Agent For Service

KARISSA LOWRY
 2710 GATEWAY OAKS DRIVE
 SUITE 150N
 SACRAMENTO CA 95833

Reference Information

NAIC #:	19801
California Company ID #:	1523-0
Date Authorized in California:	07/01/1957
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty.
State of Domicile:	ILLINOIS

[back to top](#)

NAIC Group List

NAIC Group #: 0457 ARGONAUT GRP

Lines Of Business

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

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

Riverside County Contract No. 18-00-013

Contract

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

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Grand Avenue Resurfacing Project, Machado Street to Plumas Street, Community of West Elsinore, Project No. C8-0052**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of **2015** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda **1**, (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract, the Payment Bond and Performance Bond.

2. The Work

Contractor shall do all tasks necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Prosecution, Progress and Liquidated Damages

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities", Section 8-1.05, "Time", and in Section 8-1.10 "Liquidated Damages" of the Standard Specifications and these Special Provisions.

Standard Specification Section 8-1.04B, "Standard Start" is modified to read as follows:

The Contractor shall begin work within fifteen (15) calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. If the project has more than one (1) location of work, Contractor shall submit a separate notice for each location. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start at said location.

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

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

4. Compensation

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

Grand Avenue Resurfacing Project
Machado Street to Plumas Street
Community of West Elsinore
Project No. C8-0052

Contract

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	100100	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	4,000.00	4,000.00
4	170103	CLEARING AND GRUBBING (LS)	LS	1	10,000.00	10,000.00
5	066100	DUST CONTROL	LS	1	6,000.00	6,000.00
6	374207	CRACK TREATMENT	LS	1	10,000.00	10,000.00
7	011506	WEDGE PLANE ASPHALT CONCRETE	LF	1,750	5.76	10,080.00
8	190101	ROADWAY EXCAVATION	CY	180	62.00	11,160.00
9	190185	SHOULDER BACKING	LF	2,850	3.80	10,830.00
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	350	11.32	3,962.00
11	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	355	14.40	5,112.00
12	390132	HOT MIX ASPHALT (TYPE A)	TON	960	68.00	65,280.00
13	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	1,450	78.00	113,100.00
14	710212	ADJUST MANHOLE TO GRADE [SD MANHOLE]	EA	3	300.00	900.00
15	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	880	7.00	6,160.00
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	3	3,800.00	11,400.00
17	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	300	6.00	1,800.00
18	820230	REMOVE SIGN	EA	8	169.00	1,352.00
19	820840	ROADSIDE SIGN - ONE POST	EA	7	407.00	2,849.00
20	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	460	10.00	4,600.00
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,950	1.40	9,730.00
22	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00

BASE BID SCH.

SUB-TOTAL: Three hundred fifty thousand, three hundred fifteen dollars and zero cents **\$350,315.00**
 ITEMS 1-22 "WORDS"

Contract (continued)

ALTERNATE BID SCHEDULE "1" (EVMWD)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
23	710212	ADJUST MANHOLE TO GRADE	EA	3	300.00	900.00

ALT. BID SCH.
SUB-TOTAL:
ITEMS 23

Nine hundred dollars and zero cents
"WORDS"

\$900.00

ALTERNATE BID SCHEDULE 2 (FRONTIER)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
24	710212	ADJUST MANHOLE TO GRADE	EA	1	300.00	300.00

ALT. BID SCH.
SUB-TOTAL:
ITEMS 24

Three hundred dollars and zero cents
"WORDS"

\$300.00

PROJECT
TOTAL:
ITEMS 1-24

Three hundred fifty one thousand, five hundred fifteen dollars and zero cents
"WORDS"

\$351,515.00

**Grand Avenue Resurfacing Project
Machado Street to Plumas Street
Community of West Elsinore
Project No. C8-0052**

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

COUNTY OF RIVERSIDE
BY: *Chuck Washington*
CHUCK WASHINGTON
Chairman, Board of Supervisors

DATED: JUL 31 2018

ATTEST:
Kecia Harper-Ihem, Clerk of the Board
BY: *Kristine Bell-Valdez*
Deputy

FRANK & SON PAVING, INC.
BY: *Alicia Vasquez*
TITLE: *President*
(If Corporation, affix Seal)

ATTEST:
Shanette Delgado
TITLE: *Project manager*

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

License No.: 612545

Federal Employer Identification Number:
330337594

Department of Industrial Relations Registration Number:
1000009502

FORM APPROVED COUNTY COUNSEL
BY: *Kristine Bell-Valdez* 7/7/18
KRISTINE BELL-VALDEZ DATE

BY _____
"County"

"Corporation"
(Seal)

Performance Bond

Recitals:

1. **Frank & Son Paving, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Grand Avenue Resurfacing Project, Machado Street to Plumas Street, Community of West Elsinore, Project No. C8-0052.**
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$351,515.00 (Three hundred fifty one thousand, five hundred fifteen dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Title _____

Its Attorney in Fact
"Surety"

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are Frank & Son Paving, Inc., as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity; as Owner, for \$351,515.00 (Three hundred fifty one thousand, five hundred fifteen dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting Grand Avenue Resurfacing Project, Machado Street to Plumas Street, Community of West Elsinore, Project No. C8-0052.

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____
COUNTY OF _____

}

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Performance Bond

Bond No.: CMGP0001418

Premium: \$8,030.00

Executed in Four (4) Originals

Recitals:

1. **Frank & Son Paving, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Grand Avenue Resurfacing Project, Machado Street to Plumas Street, Community of West Elsinore, Project No. C8-0052.**
2. **Argonaut Insurance Company**, a **Illinois** corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$351,515.00 (Three hundred fifty one thousand, five hundred fifteen dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of **June 22nd, 2018**

Frank and Son Paving, Inc.
By _____

Argonaut Insurance Company *
By _____

By *Alicia Vasquez*

Type Name **Stephanie Hope Shear**

Its Attorney in Fact
"Surety"

Title *President*

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

* C/o CMGIA – 20335 Ventura Blvd., Suite 426, Woodland Hills, CA 91364

**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$10,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



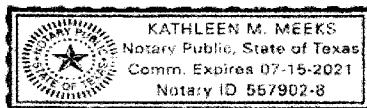
by: *Joshua C. Betz*

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



Kathleen M. MEEKS

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 22nd day of June, 2018.



Sarah Heineman

Sarah Heineman, VP-Underwriting Surety

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 LOS ANGELES)

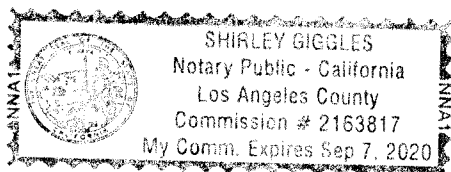
On JUN 22 2018 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared STEPHANIE HOPE SHEAR
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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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 San Diego
On June 25, 2018 before me, Jeannette Delgado Andrade - Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Alicia Vasquez
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 Jeannette Delgado Andrade
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: June 22, 2018 Number of Pages: 1
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name: Alicia Vasquez
[X] Corporate Officer - Title(s): President
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

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

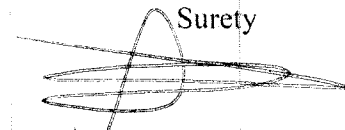
Bond No.: CMGP0001418
Premium: Included in the
Performance Bond

The makers of this Bond are Frank & Son Paving, Inc., as Principal and Original Contractor and Argonaut Insurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$351,515.00 (Three hundred fifty one thousand, five hundred fifteen dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting Grand Avenue Resurfacing Project, Machado Street to Plumas Street, Community of West Elsinore, Project No. C8-0052.

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


Dated: June 22nd, 2018

Argonaut Insurance Company
C/o CMGIA – 20335 Ventura Blvd. Suite 426
Woodland Hills, CA 91364

Surety
By 
Stephanie Hope Shear
Its Attorney In Fact

(Corporate Seal)

Frank and Son Paving, Inc.
Original Contractor – Principal

By 
Alicia Vasquez
Title President

(If corporation, affix seal)

(Corporate Seal)

STATE OF _____ }
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

**** See Attached Document ****

Signature of Notary Public

Notary Public (Seal)

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

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$10,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



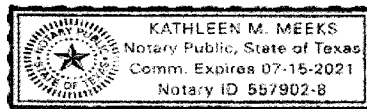
by: *Joshua C. Betz*

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



Kathleen M. Meeks
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 22nd day of June, 2018.



Sarah Heineman

Sarah Heineman, VP-Underwriting Surety

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 LOS ANGELES)

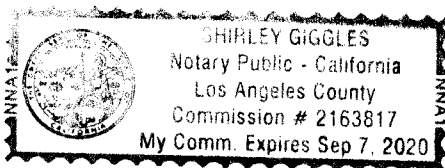
On JUN 22 2018 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STEPHANIE HOPE SHEAR
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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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 San Diego

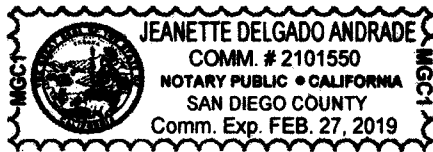
On June 25, 2018 before me, Jeanette Delgado Andrade - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Alicia Vasquez
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 Jeanette Delgado Andrade
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: June 22, 2018 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Alicia Vasquez
 Corporate Officer — Title(s): President

- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

ARGONAUT INSURANCE COMPANY

**P.O. BOX 469011
SAN ANTONIO, TX 78246-9011
800-470-7958**

Old Company Names

Effective Date

Agent For Service

KARISSA LOWRY
2710 GATEWAY OAKS DRIVE
SUITE 150N
SACRAMENTO CA 95833

Reference Information

NAIC #:	19801
California Company ID #:	1523-0
Date Authorized in California:	07/01/1957
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

back to top

NAIC Group List

NAIC Group #: 0457 ARGONAUT GRP

Lines Of Business

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

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER



FRANAND-05

VSZAFRANSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2018

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

PRODUCER License # 0525512 Teague Insurance Agency, Inc. 4700 Spring St., #400 La Mesa, CA 91942-0275	CONTACT NAME: PHONE (A/C, No, Ext): (619) 464-6851 FAX (A/C, No): (619) 668-4715 E-MAIL ADDRESS: info@teagueins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Allied World Surplus Lines Insurance Company NAIC # 24319	
INSURER B: GuideOne National Insurance Company	
INSURER C: Midwest Employers Casualty Company 23612	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: **Frank and Son Paving, Inc.**
1019 Third Ave, Chula Vista, CA 91911

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:	X	X	50571585	09/19/2017	09/19/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							POLLUTION LIAB \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
PROPERTY DAMAGE (Per accident) \$							
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		56000000200	09/19/2017	09/19/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X BNUWC0132723	08/09/2017	08/09/2018	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Grand Avenue Resurfacing Project, Machado St. to Pumas St, West Lake Elsinore / Project No. C8-0052
 County of Riverside, its agencies, special districts, and department, their respective director, officers, board of supervisors, elected and appointed officials, employees, agents and representatives; The City of Lake Elsinore, its elected and appointed officials, employees, agents and representatives; Elsinore Valley Municipal Water District (EVMWD), its directors, officials, employees, agents, and representatives; and Frontier, its directors, officials, employees, agents, and representatives are included, when required by written contract, as additional insured for ongoing operations with waiver of subrogation with respects to the general liability and with waiver of subrogation with respects to the workers compensation per attached forms. Excess policy is following form.
 This certificate supersedes the previously issued certificate

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a written contract or written agreement, provided that such was executed prior to an occurrence.	All locations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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


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

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

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

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

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



 Tom Geisbush, Teague Insurance Agency

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

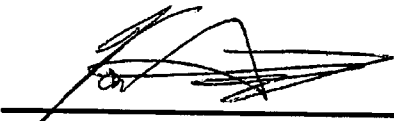
Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract or written agreement, provided such contract or agreement was executed prior to the date of loss, injury or damage.

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

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

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



Tom Geisbush, Teague Insurance Agency

POLICY NUMBER: BNUWC0132723

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA (Blanket)

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

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

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

State	Description
CA	Any party with whom the insured agrees to waive subrogation in a written contract.

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

Endorsement Effective Date: 08/09/2017

Policy Number: BNUWC0132723

Endorsement No.:

Insured Name:

Insurance Company: Midwest Employers Casualty Company

Countersigned By



COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
 - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.



GuideOne National Insurance Company
 1111 Ashworth Road
 West Des Moines, IA 50265

SCHEDULE A – SCHEDULE OF UNDERLYING INSURANCE

COMMERCIAL EXCESS LIABILITY COVERAGE

This schedule forms a part of Policy Number: 560000002-00

TYPE OF POLICY

LIMITS OF LIABILITY

Controlling Underlying Insurance Policies

Carrier: Allied World Surplus Lines - General Liability
Policy Number:
Type:
Term: 09/19/2017 - 09/19/2018

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Limit	\$1,000,000

Carrier: -
Policy Number:
Type:
Term: -

Carrier: -
Policy Number:
Type:
Term: -

Carrier: -
Policy Number:
Type:
Term: -

Carrier: -
Policy Number:
Type:

California
Department of Insurance

Insurance Protection for All Californians

List of Approved Surplus Line Insurers (LASLI)

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

List is current as of: April 25, 2018

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

A

Insurer	Date Approved
Acceptance Casualty Insurance Company (Nebraska)	10/23/2007
Admiral Insurance Company (Delaware)	06/30/1995
Adriatic Insurance Company (North Dakota)	06/30/1995
AIG Specialty Insurance Company (Illinois) (Name changed from Chartis Specialty Insurance Company effective 10/01/2013)	06/30/1995
AIX Specialty Insurance Company (Delaware)	06/05/2009
Allianz Global Corporate & Specialty SE (Germany) (Name Changed from Allianz Global Corporate Specialty AG effective 11/13/2013)	06/16/2004
Allied World National Assurance Company (New Hampshire) (Name changed from Newmarket Underwriters Insurance Company effective 10/03/2007)	12/18/1997
Allied World Surplus Lines Insurance Company (Arkansas) (Name changed from Darwin Select Insurance Company effective 06/03/2014) (Name changed from ULICO Indemnity Company Effective 05/13/2010)	12/22/1995
American Empire Surplus Lines Insurance Company (Delaware)	09/01/1995
American Western Home Insurance Company (Oklahoma)	09/01/1995
Arch Insurance Company (Europe) Limited (U.K.)	10/19/2009
Arch Specialty Insurance Company (Missouri) (Name changed from Rock River Insurance Company effective 08/01/2002) (Domicile changed from Nebraska to Missouri effective 09/30/2014)	09/01/1995
Aspen Insurance UK Limited (U.K.)	12/29/2004
Aspen Specialty Insurance Company (North Dakota) (Name changed from Dakota Specialty Insurance Company, effective 10/22/2003)	03/03/1998
Associated Industries Insurance Company, Inc. (Florida)	01/11/2012
Atain Specialty Insurance Company (Michigan) (Name changed from USF Insurance Company effective 08/25/2011) (Domicile changed from Pennsylvania to Michigan effective 12/31/2007)	09/01/1995

Endurance American Specialty Insurance Company (Delaware) (Name changed from Traders & Pacific Insurance Company effective 06/08/2006)	02/23/1996
Energy Insurance Mutual Limited (Barbados)	12/17/1997
Evanston Insurance Company (Illinois)	08/11/1995
Everest Indemnity Insurance Company (Delaware)	08/14/1998
Executive Risk Specialty Insurance Company (Connecticut)	09/01/1995
Fair American Select Insurance Company (Delaware)	07/28/2014
First Mercury Insurance Company (Delaware) (Domicile changed from Illinois to Delaware, effective 10/28/2015)	10/16/1997
First Specialty Insurance Corporation (Missouri)	09/01/1995
Gemini Insurance Company (Delaware)	02/23/1998
General Security Indemnity Company of Arizona (Arizona) (Name changed from Fulcrum Insurance Company effective 05/03/2002)	09/01/1995
General Star Indemnity Company (Delaware) (Domicile changed from Connecticut to Delaware, effective 12/31/2012)	08/11/1995
Gotham Insurance Company (New York)	08/04/1995
Great American E&S Insurance Company (Delaware) (Name changed from Agricultural Excess and Surplus Insurance Company, effective 07/27/2000)	06/30/1995
Great American Fidelity Insurance Company (Delaware) (Name changed from American Dynasty Surplus Lines Insurance Company, effective 06/27/2001)	09/01/1995
Great Lakes Insurance SE (Germany) (Domicile changed from UK to Germany and name changed from Great Lakes Reinsurance (UK) SE effective December 30, 2016 (Name changed from Great Lakes Reinsurance (UK) PLC (U.K.) effective 07/28/2015)	12/01/1995
GuideOne National Insurance Company (Iowa)	12/07/2015
Gulf Underwriters Insurance Company (Connecticut) (Domicile changed from Missouri to Connecticut, effective 10/01/2001)	07/07/1995

Back to Top

H - L

Insurer	Date Approved
Hallmark Specialty Insurance Company (Oklahoma)	07/01/2011
HDI Specialty Insurance Company (Illinois)	04/23/2018
Health Care Indemnity, Inc. (Colorado)	03/21/2001
Homeland Insurance Company of New York (New York)	09/24/2003
Houston Casualty Company (Texas)	09/01/1995
Houston Specialty Insurance Company (Texas) (Name changed from Naxos Insurance Company effective 12/30/10) (Domicile changed from Delaware to Texas effective 12/30/2011)	10/08/2009



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

MIDWEST EMPLOYERS CASUALTY COMPANY
14755 NORTH OUTER FORTY DR.,STE 300
CHESTERFIELD, MO 63017

Old Company Names

Effective Date

Agent For Service

Vivian Imperial
 818 WEST SEVENTH STREET
 SUITE 930
 LOS ANGELES CA 90017

Reference Information

NAIC #:	23612
California Company ID #:	4343-0
Date Authorized in California:	03/11/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

back to top

NAIC Group List

NAIC Group #: 0098 WR Berkley Corp GRP

Lines Of Business

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

- AUTOMOBILE
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- SURETY
- WORKERS' COMPENSATION

back to top



CERTIFICATE OF LIABILITY INSURANCE

OP ID: HS

DATE (MM/DD/YYYY)

06/27/2018

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

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

PRODUCER Sheppard & Assoc Ins Agency 970 Reserve Drive Suite #170 Roseville, CA 95678 Heath Sheppard		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: FRANK-2		FAX (A/C, No): 	
INSURED Frank and Son Paving, Inc. 1019 Third Avenue Chula, CA 91911		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A :			
		INSURER B : Wesco		25011	
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	WPP1452274 01	04/10/2018	04/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
B	Equipment Floater			WPP1452274 01	04/10/2018	04/10/2019	Rent&Leas \$ 200,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule. if more space is required)

The County of Riverside, its directors, officers, elected and appointed officials, employees, agents, and representatives, The City of Lake Elsinore, its elected and appointed officials, employees, agents, and representatives, Elsinore Valley Municipal Water District (EVMWD), its directors, officials, employees, agents, and representatives, Frontier, its directors, officials, employees, agents and representatives.
 Job: Grand Ave Resurfacing Project: Machado St to Pluma St, Lake Elsinore

CERTIFICATE HOLDER**CANCELLATION**

County of Riverside Transportation Dept/ Contracts & Bidding Unit 3525 14th St Riverside, CA 92501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: WPP1452274 01

COMMERCIAL AUTO
CA990187 0715

This Endorsement Changes The Policy. Please Read It Carefully

**BUSINESS AUTO COVERAGE EXPANSION
ENDORSEMENT**

This endorsement modifies insurance provided by 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.

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.

Item 1. Who is an Insured of Paragraph A. Coverage under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
- (1) 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;
 - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
 - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. 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.
- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. Supplementary Payments of Item 2. Coverage Extensions of Paragraph A. Coverage under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 5. Fellow Employee of Paragraph B. Exclusions under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.



D. Limited Automatic Towing Coverage

Item 2. Towing, of Paragraph A. Coverage, under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for towing and labor for each disablement is \$500;
- b. No deductible applies to this coverage.

- E. Item 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:**

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

F. Increase Of Transportation Expense Coverage

Subpart a. Transportation Expenses of Item 4. Coverage Extensions of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage

Item 4. Coverage Extensions of Paragraph A. Coverage, under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" Coverage

Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:

"Downtime Loss" Coverage

We will pay any resulting "downtime loss" expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" beginning on the 5th day after we have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs;
- b. Coverage for "downtime loss" expenses will end when any of the following occur:
 - (1) You have a spare or reserve "auto" available to you to continue your operations.
 - (2) You purchase a replacement "auto".
 - (3) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
 - (4) You reach the 30 day maximum coverage.



I. Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.
- b. Our payment is limited to necessary and actual expenses incurred.
- c. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- d. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

J. "Personal Effects" Exclusion

Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.

- d. Contraband or property in the course of illegal transportation or trade.
- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

K. Accidental Airbag Discharge Coverage

Item 3.a. of Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

L. Loan or Lease Gap Coverage

Paragraph C. Limit Of Insurance under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - (4) Security deposits not refunded by the lessor; and
 - (5) Carry-over balances from previous loans or leases



M. Aggregate Deductible

Paragraph D. **Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

N. Diminishing Deductible

Paragraph D. **Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any **BUSINESS AUTO COVERAGE FORM** you have with us, your deductible stated in the Declarations page of each such **COVERAGE FORM** will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such **COVERAGE FORM** if coverage is renewed.

O. Knowledge of Loss and Notice To Us

Subsection a. of Item 2. **Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph A. **Loss Conditions** under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item 5. **Transfer Of Rights Of Recovery Against Others To Us** of Paragraph A. **Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

Q. Insurance is Primary and Noncontributory

Subpart a. of Item 5. **Other Insurance** of Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- a. This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

R. Other Insurance – Hired Auto Physical Damage

Subpart b. of Item 5. **Other Insurance** of Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- 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".

S. Unintentional Failure To Disclose Hazards

Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

T. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.





- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
- Annual Statements Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

WESCO INSURANCE COMPANY

**59 MAIDEN LANE
NEW YORK, NY 10038
866-203-3037**

Old Company Names

Effective Date

Agent For Service

KARISSA LOWRY
2710 GATEWAY OAKS DRIVE
SUITE 150N
SACRAMENTO CA 95833

Reference Information

NAIC #:	25011
California Company ID #:	4378-6
Date Authorized in California:	09/24/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

back to top

NAIC Group List

NAIC Group #: 2538 AmTrust NGH Grp

Lines Of Business

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

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

back to top