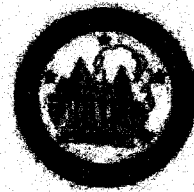


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.53
(ID # 8386)

MEETING DATE:

Tuesday, December 4, 2018

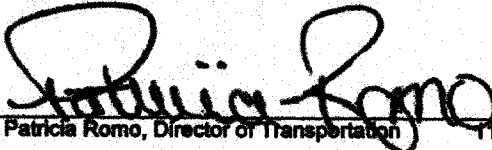
FROM : TLMA-TRANSPORTATION AND Riverside County Regional Park and Open-Space
District :

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION
DEPARTMENT and RIVERSIDE COUNTY REGIONAL PARK AND OPEN-
SPACE DISTRICT: Accept the Low Bid and Award the Contract for the Santa
Ana River Trail Multipurpose Trail and Bike Lane, in the Chino Hills State Park.
2nd District; [\$979,241 total cost]; Local Funds 100%.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve three addenda to the plans and specifications issued prior to the October 3, 2018, bid opening; and
2. Accept the low bid of Riverside Construction Company, Inc. of Riverside, CA in the amount of \$979,241; and
3. Award the contract to Riverside Construction Company, Inc. and authorize the Chairman of the Board to execute the contract documents; and
4. Approve the proposed budget as shown on Attachment 'A'.

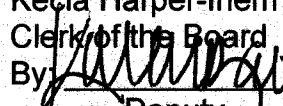
ACTION: Policy


Patricia Romo, Director of Transportation 11/8/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 4, 2018
xc: Transp., Parks

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	\$ 979,241	\$ 0	\$ 979,241	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: County Parks District (100%) 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 August 28, 2018 (Agenda Item: 3.73), the County of Riverside (County) Board of Supervisors authorized the Clerk of the Board to advertise for the improvements on approximately a one mile segment of the existing Santa Ana River dirt trail within the Chino Hills State Park. The project limits are from approximately one mile easterly of the Green River Golf Course to approximately one third of a mile west of the Prado Basin.

The proposed trail improvements will follow the existing dirt trail and will be 18-foot wide, with a 12-foot wide asphalt concrete bike trail and a 6-foot wide decomposed granite multipurpose trail. Additional improvements include the construction of a low water crossing consisting of two 2-foot by 5-foot precast reinforced concrete box culverts under the trail.

This project is phase five of ten phases that the Riverside County Regional Park and Open-Space District (RivCo Parks) is planning to construct as part of the 110 mile Santa Ana River Trail, spanning the Counties of San Bernardino, Riverside and Orange.

On March 22, 2011, item 3.29, the Board of Supervisors approved an agreement between the RivCo Parks and Riverside County Transportation Department, for the design, bidding, administration, and construction of improvements by the Transportation Department. RivCo Parks will provide 100% of the project funding and will be responsible for the maintenance of the facility.

During the advertisement period, three addenda were issued to all registered plan holders as a supplement to the plans and specifications. Bidders were required to acknowledge and take into account issued addenda on their Contractor's Bid in order to be considered for award. The addenda were issued to clarify and modify the approved contract documents. The addenda are attached and designated as Addendum No. 1, 2 and 3.

The Contractor, Riverside Construction Company, 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.

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

Project No. C1-0642

Impact on Residents and Businesses

The purpose of this project is to improve the existing dirt trail by providing a defined usable and safe bike lane and multipurpose trail for multiple users (hikers, bicyclists and equestrians) and will contribute to the 110 mile Santa Ana River Trail.

The work is scheduled to begin in December 2018 and will take approximately four weeks to complete. Trail access will be closed during the construction of this project.

SUPPLEMENTAL:

Additional Fiscal Information

The contract is recommended to be awarded to Riverside Construction Company, Inc. for the total amount of \$979,241.

The project will be funded with County Parks District funds.

The Santa Ana River Trail Multipurpose Trail and Bike Lane Project is expected to be completed within the proposed budget as shown on Attachment "A", which includes the contract award amount and other associated costs.

There are no General Funds used in this project.

Contract History and Price Reasonableness

Eight bids were received ranging from \$979,241 to \$2,738,107. The basis for the selection of a contractor is the lowest responsive and responsible bid.

Seven of the eight received bids were responsive to the bidding requirements set forth for the project. The lowest responsible bid was submitted by Riverside Construction Company, Inc. in the amount of \$979,241 which is \$382,774 (28%) below the Engineer's Estimate.

ATTACHMENTS:

Vicinity Map
Attachment A
Summary of Bids
Addendum No. 1, 2 and 3
Contract/Bonds/Insurance
Contractor's Bid Proposal

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



Scott Bangle, Director, General Manager / Park Director

11/14/2018



Scott Brukner

11/24/2018



Gregory V. Priano, Director County Counsel

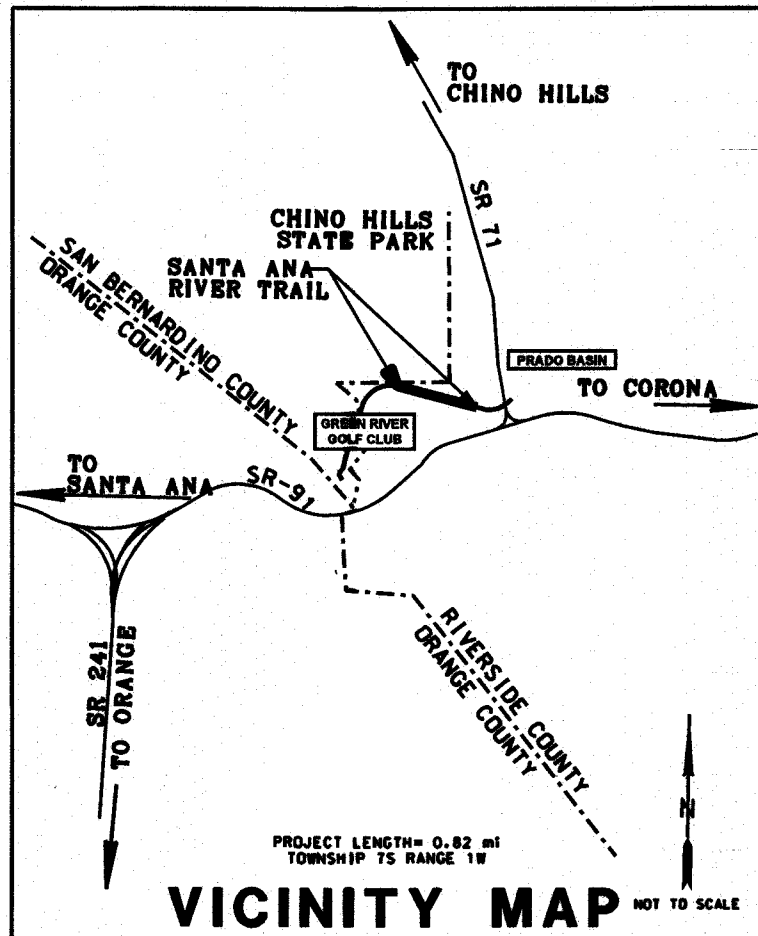
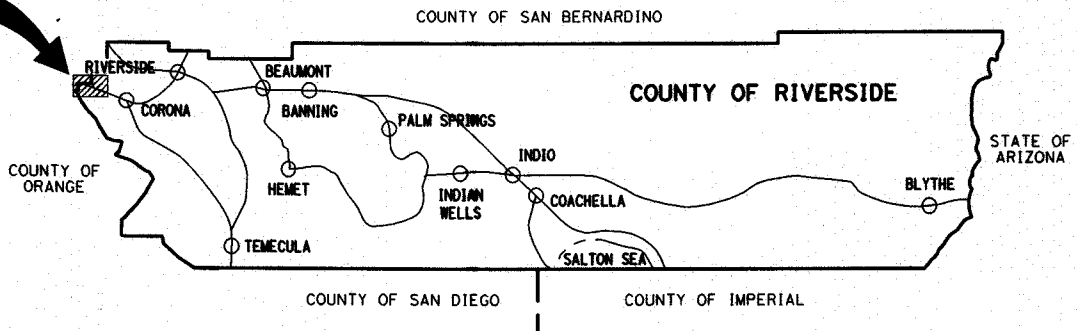
11/15/2018

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

SANTA ANA RIVER TRAIL
MULTIPURPOSE TRAIL AND BIKE LANE
IN THE CHINO HILLS STATE PARK

PROJECT No. C1-0642

**PROJECT
VICINITY**



Attachment "A"

Riverside County Transportation Department

Project: Santa Ana Trail from approximately 1.15 miles easterly of Green River Golf Course and will end 0.30 miles west of Prado Basin in Chino Hills State Park

Project No.(s): C1-0642

Project Costs and Budget

Preliminary Survey					
Environmental	309,470	18,000	328,000	293,000	328,000
Design	277,674	7,326	285,000	243,000	285,000
Right-of-way					
Utilities					
Construction		979,241	1,078,000	1,000,000	1,078,000
Construction Contingency		97,924			
Construction Engineering & Inspection	20,232	350,000	371,000	140,000	371,000
Construction Survey	22,629	70,000	93,000	40,000	93,000
Totals:	630,005	1,522,491	2,155,000	1,716,000	2,155,000

Project Funding

815 County Parks District	1,716,000	2,155,000
Totals	1,716,000	2,155,000

Comments

Construction Engineering & Inspection cost includes \$25,000 for Biological Monitoring/Permit Compliance, \$3,000 for Nesting Bird Pre Construction Survey, \$2,000 for Burrowing Owl Survey, \$15,000 for MSCHCP Fees, \$53,000 for Cultural Monitoring and \$50,000 for Environmental Mitigation Fee (Total \$148,000)

Printed: October 29, 18 11:25 AM

BY: Cesar Tolentino

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park**

Advertised: August 28, 2018 (Agenda Item: 3.73)
Addenda: 1 (8/28/2018), 2 (9/12/2018), 3 (9/24/2018)
Bids Open: 2 pm Date: Wednesday, October 3, 2018

Project No. C1-0642

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			BID ESTIMATE
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	
1	066102	DUST ABATEMENT	LS	1	4,000.00	4,000.00	24,000.00	24,000.00
2	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	20,000.00	20,000.00	9,100.00	9,100.00
3	160110	TEMPORARY HIGH-VISIBILITY FENCE (TYPE ESA)	LF	4,100	20.00	82,000.00	5.50	22,550.00
4	800100	TEMPORARY FENCE (CHAINLINK WITH ACOUSTIFENCE MATERIAL)	LF	4,110	130.00	534,300.00	40.00	164,400.00
5	120100	TRAFFIC CONTROL SYSTEM (INCLUDING CONSTRUCTION AREA SIGNS AND FLAGGING)	LS	1	50,000.00	50,000.00	54,000.00	54,000.00
6	170103	CLEARING AND GRUBBING	LS	1	40,000.00	40,000.00	38,400.00	38,400.00
7	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	8,500.00	8,500.00
8	190101 (F)	ROADWAY EXCAVATION AND EARTHWORK (INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE)	CY	2,700	25.00	67,500.00	39.00	105,300.00
9	210253	EROSION CONTROL (TYPE BONDED FIBER MATRIX (BFM))	Acre	3	10,000.00	30,000.00	3,700.00	11,100.00
10	260203	CLASS 2 AGGREGATE BASE	CY	900	25.00	22,500.00	57.00	51,300.00
11	032000	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33') INCLUDING SOIL STABILIZER	CY	350	25.00	8,750.00	185.00	64,750.00
12	390132	HOT MIX ASPHALT (TYPE A)	TON	900	80.00	72,000.00	89.00	80,100.00
13	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	CY	130	400.00	52,000.00	345.00	44,850.00
14	035100	PRECAST REINFORCED CONCRETE BOX (5'X2')	LF	59	1,000.00	59,000.00	620.00	36,580.00
15	510092	STRUCTURAL CONCRETE, CUTOFF WALL PER DETAIL B	CY	8	1,500.00	12,000.00	953.00	7,624.00
16	510502	MINOR CONCRETE (MINOR STRUCTURES) [WINGWALL TYPE A, WINGWALL TYPE D WITH CUTOFF WALL]	CY	28	1,200.00	33,600.00	1,192.00	33,376.00
17	820840	ROADSIDE SIGN - ONE STEEL POST	EA	18	300.00	5,400.00	375.00	6,750.00
18	820850	ROADSIDE SIGN - TWO STEEL POST	EA	4	350.00	1,400.00	750.00	3,000.00
19	721004	ROCK SLOPE PROTECTION (1 TON, METHOD B) (INCLUDES RSP FABRIC AND CONCRETE SILL)	CY	80	150.00	12,000.00	162.00	12,960.00
20	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	3,900	1.00	3,900.00	2.70	10,530.00
21	999990	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	LS	1	111,035.00	111,035.00	54,000.00	54,000.00
22	010601	OBTAIN ENCROACHMENT PERMITS (CALTRANS, CHINO HILLS STATE PARK, RCFC&WCD, U.S. ARMY CORPS OF ENGINEERS)	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
23	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
24	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	63	10.00	630.00	17.00	1,071.00
25	000003	CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM (COZEEP)	FA	1	25,000.00	25,000.00	25,000.00	25,000.00
PROJECT TOTAL						1,362,015.00		979,241.00
ITEMS 1 - 25								

Riverside County Transportation Department
Summary of Bids

PROJECT: Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park

Advertised: August 28, 2018 (Agenda Item: 3.73)
 Addenda: 1 (8/28/2018), 2 (9/12/2018), 3 (9/24/2018)
 Bids Open: 2 pm Date: Wednesday, October 3, 2018

Project No. C1-0642

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	32,000.00	32,000.00	15,182.00	15,182.00
2	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	27,000.00	27,000.00	2,937.00	2,937.00
3	160110	TEMPORARY HIGH-VISIBILITY FENCE (TYPE ESA)	LF	4,100	4.00	16,400.00	6.48	26,568.00
4	800100	TEMPORARY FENCE (CHAINLINK WITH ACOUSTIFENCE MATERIAL)	LF	4,110	50.00	205,500.00	74.00	304,140.00
5	120100	TRAFFIC CONTROL SYSTEM (INCLUDING CONSTRUCTION AREA SIGNS AND FLAGGING)	LS	1	38,000.00	38,000.00	36,888.00	36,888.00
6	170103	CLEARING AND GRUBBING	LS	1	12,000.00	12,000.00	32,035.00	32,035.00
7	100100	DEVELOP WATER SUPPLY	LS	1	33,000.00	33,000.00	8,810.00	8,810.00
8	190101 (F)	ROADWAY EXCAVATION AND EARTHWORK (INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE)	CY	2,700	23.00	62,100.00	62.67	169,209.00
9	210253	EROSION CONTROL (TYPE BONDED FIBER MATRIX (BFM))	Acre	3	5,000.00	15,000.00	4,909.00	14,727.00
10	260203	CLASS 2 AGGREGATE BASE	CY	900	48.00	43,200.00	49.47	44,523.00
11	032000	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33') INCLUDING SOIL STABILIZER	CY	350	150.00	52,500.00	124.00	43,400.00
12	390132	HOT MIX ASPHALT (TYPE A)	TON	900	115.00	103,500.00	138.61	124,749.00
13	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	CY	130	630.00	81,900.00	439.00	57,070.00
14	035100	PRECAST REINFORCED CONCRETE BOX (5'X2')	LF	59	3,000.00	177,000.00	1,524.00	89,916.00
15	510092	STRUCTURAL CONCRETE, CUTOFF WALL PER DETAIL B	CY	8	3,000.00	24,000.00	1,345.00	10,760.00
16	510502	MINOR CONCRETE (MINOR STRUCTURES) [WINGWALL TYPE A, WINGWALL TYPE D WITH CUTOFF WALL]	CY	28	3,000.00	84,000.00	2,075.00	58,100.00
17	820840	ROADSIDE SIGN - ONE STEEL POST	EA	18	300.00	5,400.00	324.00	5,832.00
18	820850	ROADSIDE SIGN - TWO STEEL POST	EA	4	600.00	2,400.00	1,028.00	4,112.00
19	721004	ROCK SLOPE PROTECTION (1 TON, METHOD B) (INCLUDES RSP FABRIC AND CONCRETE SILL)	CY	80	250.00	20,000.00	151.50	12,120.00
20	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	3,900	1.80	7,020.00	1.50	5,850.00
21	998990	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	LS	1	62,000.00	62,000.00	38,600.00	38,600.00
22	010601	OBTAIN ENCROACHMENT PERMITS [CALTRANS, CHINO HILLS STATE PARK, RCFC&WCD, U.S. ARMY CORPS OF ENGINEERS]	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
23	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
24	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	63	12.50	787.50	24.00	1,512.00
25	000003	CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM (COZEEP)	FA	1	25,000.00	25,000.00	25,000.00	25,000.00
PROJECT TOTAL						1,239,707.50		1,242,040.00
ITEMS 1 - 25								

Riverside County Transportation Department
Summary of Bids

PROJECT: Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park

Advertised: August 28, 2018 (Agenda Item: 3.73)
Addenda: 1 (8/28/2018), 2 (9/12/2018), 3 (9/24/2018)
Bids Open: 2 pm Date: Wednesday, October 3, 2018

Project No. C1-0642

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	9,400.00	9,400.00	5,000.00	5,000.00
2	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	2,700.00	2,700.00	35,000.00	35,000.00
3	160110	TEMPORARY HIGH-VISIBILITY FENCE (TYPE ESA)	LF	4,100	9.36	38,376.00	2.00	8,200.00
4	800100	TEMPORARY FENCE (CHAINLINK WITH ACOUSTIFENCE MATERIAL)	LF	4,110	93.00	382,230.00	10.00	41,100.00
5	120100	TRAFFIC CONTROL SYSTEM (INCLUDING CONSTRUCTION AREA SIGNS AND FLAGGING)	LS	1	52,600.00	52,600.00	50,000.00	50,000.00
6	170103	CLEARING AND GRUBBING	LS	1	16,000.00	16,000.00	291,300.00	291,300.00
7	100100	DEVELOP WATER SUPPLY	LS	1	1,500.00	1,500.00	9,500.00	9,500.00
8	190101 (F)	ROADWAY EXCAVATION AND EARTHWORK (INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE)	CY	2,700	60.50	163,350.00	80.00	216,000.00
9	210253	EROSION CONTROL (TYPE BONDED FIBER MATRIX (BFM))	Acre	3	3,800.00	11,400.00	8,700.00	26,100.00
10	260203	CLASS 2 AGGREGATE BASE	CY	900	53.00	47,700.00	80.00	72,000.00
11	032000	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33') INCLUDING SOIL STABILIZER	CY	350	122.30	42,805.00	195.00	68,250.00
12	390132	HOT MIX ASPHALT (TYPE A)	TON	900	89.00	80,100.00	105.05	94,545.00
13	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	CY	130	518.00	67,340.00	576.00	74,880.00
14	035100	PRECAST REINFORCED CONCRETE BOX (5'X2')	LF	59	1,180.00	69,620.00	1,100.00	64,900.00
15	510092	STRUCTURAL CONCRETE, CUTOFF WALL PER DETAIL B	CY	8	3,700.00	29,600.00	2,000.00	16,000.00
16	510502	MINOR CONCRETE (MINOR STRUCTURES) [WINGWALL TYPE A, WINGWALL TYPE D WITH CUTOFF WALL]	CY	28	2,660.00	74,480.00	2,220.00	62,160.00
17	820840	ROADSIDE SIGN - ONE STEEL POST	EA	18	400.00	7,200.00	412.00	7,416.00
18	820850	ROADSIDE SIGN - TWO STEEL POST	EA	4	800.00	3,200.00	825.00	3,300.00
19	721004	ROCK SLOPE PROTECTION (1 TON, METHOD B) (INCLUDES RSP FABRIC AND CONCRETE SILL)	CY	80	390.00	31,200.00	240.00	19,200.00
20	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	3,900	2.89	11,271.00	3.00	11,700.00
21	999990	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	LS	1	17,600.00	17,600.00	74,400.00	74,400.00
22	010601	OBTAIN ENCROACHMENT PERMITS [CALTRANS, CHINO HILLS STATE PARK, RCFC&WCD, U.S. ARMY CORPS OF ENGINEERS]	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
23	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
24	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	63	19.00	1,197.00	19.00	1,197.00
25	000003	CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM (COZEEP)	FA	1	25,000.00	25,000.00	25,000.00	25,000.00
PROJECT TOTAL						1,295,869.00		1,387,148.00
ITEMS 1 - 25								

Riverside County Transportation Department
Summary of Bids

PROJECT: Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park

Advertised: August 28, 2018 (Agenda Item: 3.73)
 Addenda: 1 (8/28/2018), 2 (9/12/2018), 3 (9/24/2018)
 Bids Open: 2 pm Date: Wednesday, October 3, 2018

Project No. C1-0642

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	6		7	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	55,000.00	55,000.00	32,175.00	32,175.00
2	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	20,000.00	20,000.00	9,750.00	9,750.00
3	160110	TEMPORARY HIGH-VISIBILITY FENCE (TYPE ESA)	LF	4,100	12.00	49,200.00	12.70	52,070.00
4	800100	TEMPORARY FENCE (CHAINLINK WITH ACOUSTIFENCE MATERIAL)	LF	4,110	60.00	246,600.00	127.75	525,052.50
5	120100	TRAFFIC CONTROL SYSTEM (INCLUDING CONSTRUCTION AREA SIGNS AND FLAGGING)	LS	1	50,000.00	50,000.00	49,400.00	49,400.00
6	170103	CLEARING AND GRUBBING	LS	1	40,000.00	40,000.00	39,910.00	39,910.00
7	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	3,250.00	3,250.00
8	190101 (F)	ROADWAY EXCAVATION AND EARTHWORK (INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE)	CY	2,700	135.00	364,500.00	257.70	695,790.00
9	210253	EROSION CONTROL (TYPE BONDED FIBER MATRIX (BFM))	Acre	3	5,000.00	15,000.00	13,866.70	41,600.10
10	260203	CLASS 2 AGGREGATE BASE	CY	900	105.00	94,500.00	80.90	72,810.00
11	032000	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33') INCLUDING SOIL STABILIZER	CY	350	160.00	56,000.00	331.50	116,025.00
12	390132	HOT MIX ASPHALT (TYPE A)	TON	900	140.00	126,000.00	124.25	111,825.00
13	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	CY	130	650.00	84,500.00	663.00	86,190.00
14	035100	PRECAST REINFORCED CONCRETE BOX (5'X2')	LF	59	1,000.00	59,000.00	1,335.25	78,779.75
15	510092	STRUCTURAL CONCRETE, CUTOFF WALL PER DETAIL B	CY	8	6,500.00	52,000.00	9,529.00	76,232.00
16	510502	MINOR CONCRETE (MINOR STRUCTURES) [WINGWALL TYPE A, WINGWALL TYPE D WITH CUTOFF WALL]	CY	28	2,300.00	64,400.00	1,575.75	44,121.00
17	820840	ROADSIDE SIGN - ONE STEEL POST	EA	18	1,500.00	27,000.00	552.50	9,945.00
18	820850	ROADSIDE SIGN - TWO STEEL POST	EA	4	2,500.00	10,000.00	1,293.50	5,174.00
19	721004	ROCK SLOPE PROTECTION (1 TON, METHOD B) (INCLUDES RSP FABRIC AND CONCRETE SILL)	CY	80	500.00	40,000.00	991.10	79,288.00
20	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	3,900	2.00	7,800.00	3.50	13,650.00
21	999990	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	LS	1	100,000.00	100,000.00	458,640.00	458,640.00
22	010601	OBTAIN ENCROACHMENT PERMITS (CALTRANS, CHINO HILLS STATE PARK, RCF&WCD, U.S. ARMY CORPS OF ENGINEERS)	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
23	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
24	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	63	40.00	2,520.00	22.70	1,430.10
25	000003	CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM (COZEEP)	FA	1	25,000.00	25,000.00	25,000.00	25,000.00
PROJECT TOTAL						1,704,020.00		2,738,107.45
ITEMS 1 - 25								

Riverside County Transportation Department
Summary of Bids

PROJECT: Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park

Advertised: August 28, 2018 (Agenda Item: 3.73)
Addenda: 1 (8/28/2018), 2 (9/12/2018), 3 (9/24/2018)
Bids Open: 2 pm Date: Wednesday, October 3, 2018

Project No. C1-0642

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	25,000.00	25,000.00
2	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	26,000.00	26,000.00
3	160110	TEMPORARY HIGH-VISIBILITY FENCE (TYPE ESA)	LF	4,100	2.00	8,200.00
4	800100	TEMPORARY FENCE (CHAINLINK WITH ACOUSTIFENCE MATERIAL)	LF	4,110	4.00	16,440.00
5	120100	TRAFFIC CONTROL SYSTEM (INCLUDING CONSTRUCTION AREA SIGNS AND FLAGGING)	LS	1	40,000.00	40,000.00
6	170103	CLEARING AND GRUBBING	LS	1	50,000.00	50,000.00
7	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00
8	190101 (F)	ROADWAY EXCAVATION AND EARTHWORK (INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE)	CY	2,700	55.00	148,500.00
9	210253	EROSION CONTROL (TYPE BONDED FIBER MATRIX (BFM))	Acre	3	66,000.00	198,000.00
10	260203	CLASS 2 AGGREGATE BASE	CY	900	32.00	28,800.00
11	032000	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33) INCLUDING SOIL STABILIZER	CY	350	350.00	122,500.00
12	390132	HOT MIX ASPHALT (TYPE A)	TON	900	200.00	180,000.00
13	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	CY	130	600.00	78,000.00
14	035100	PRECAST REINFORCED CONCRETE BOX (5X2)	LF	59	150.00	8,850.00
15	510092	STRUCTURAL CONCRETE, CUTOFF WALL PER DETAIL B	CY	8	1,110.00	8,880.00
16	510502	MINOR CONCRETE (MINOR STRUCTURES) [WINGWALL TYPE A, WINGWALL TYPE D WITH CUTOFF WALL]	CY	28	670.00	18,760.00
17	820840	ROADSIDE SIGN - ONE STEEL POST	EA	18	700.00	12,600.00
18	820850	ROADSIDE SIGN - TWO STEEL POST	EA	4	1,100.00	4,400.00
19	721004	ROCK SLOPE PROTECTION (1 TON, METHOD B) (INCLUDES RSP FABRIC AND CONCRETE SILL)	CY	80	320.00	25,600.00
20	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	3,900	12.00	46,800.00
21	999990	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	LS	1	130,000.00	130,000.00
22	010601	OBTAIN ENCROACHMENT PERMITS [CALTRANS, CHINO HILLS STATE PARK, RCFC&WCD, U.S. ARMY CORPS OF ENGINEERS]	FA	1	10,000.00	10,000.00
23	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	100,000.00	100,000.00
24	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	63	Revised Proposal form not used	Revised Proposal form not used
25	000003	CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM (COZEEF)	FA	1	Revised Proposal form not used	Revised Proposal form not used
PROJECT TOTAL						
ITEMS 1 - 25						
						Non-Responsive



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 August 28, 2018

to the
Specifications and Contract Documents
for the construction of

Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park

Project No. C1-0642

Bids Due: Wednesday, September 19, 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: Mandatory Pre-Bid Meeting at Project Site. A mandatory pre-bid meeting at the project site for prime contractors is scheduled for **1:30 PM on Thursday, September 6, 2018.**

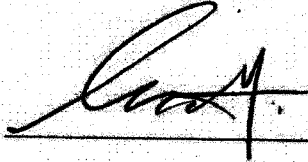
This meeting is to inform bidders of project requirements and site conditions. Bidder's attendance at this meeting is mandatory. Bidders (subcontractors and suppliers are welcome to attend this meeting) are to meet at the parking lot of The Veranda at Green River Golf Club located at 5215 Green River Road, Corona, CA 92880, from there attendees will be transported to the meeting site located within the Santa Ana River Trail. Refer to Meeting Location exhibit incorporated herewith as **Attachment "A"**.

For a joint venture, one of the parties must attend the mandatory pre-bid meeting.

The County does not accept a bid from a bidder who did not attend the meeting.

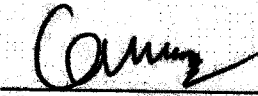
A sign-up sheet is used to identify each prospective bidder. Each bidder is required to include the name of the company representative attending the mandatory pre-bid meeting.

Recommended by:



Cesar Tolentino, PE
County Project Manager

Concurrence:



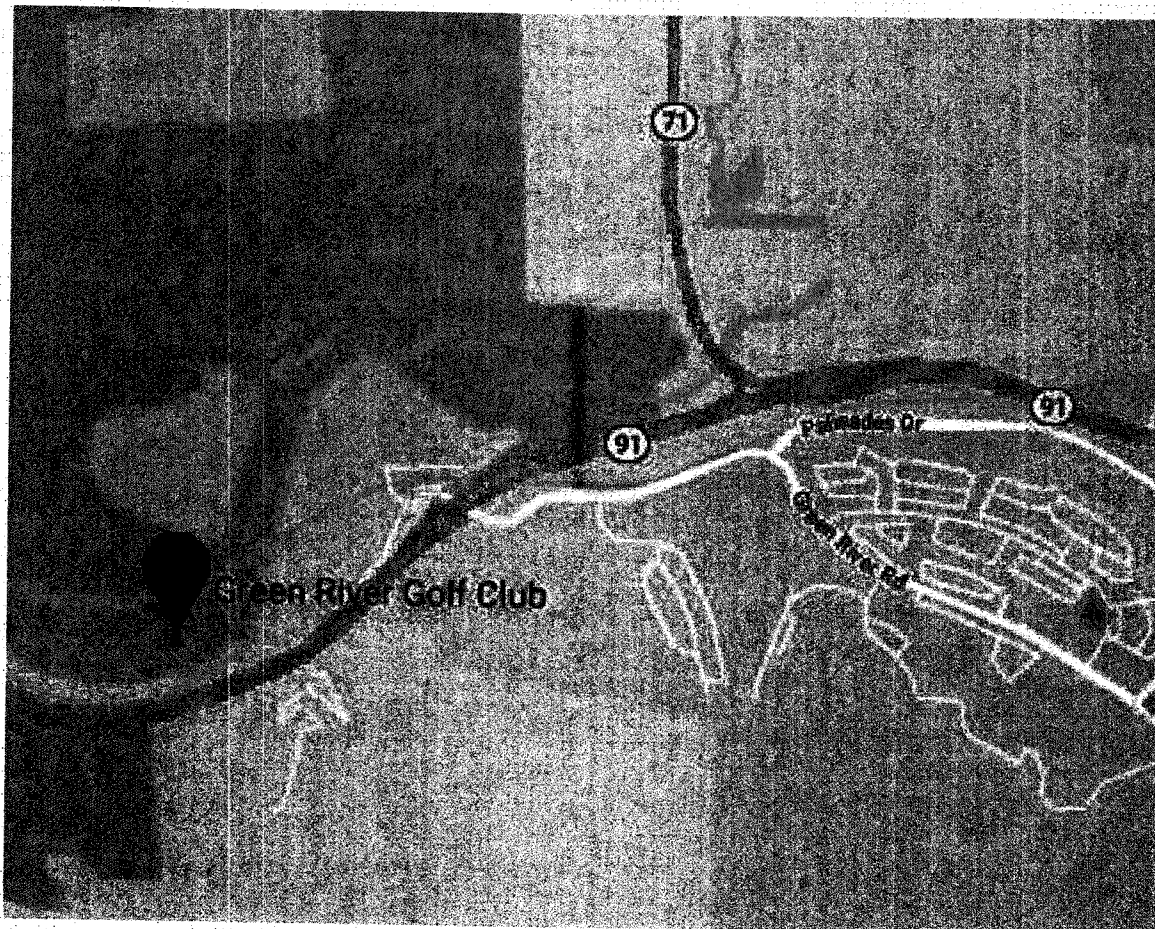
Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ **Date:** _____
(Contractor)

JRJ:jrj:rr

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

Santa Ana River Trail
Pre Bid Meeting Location



Date: September 6, 2018

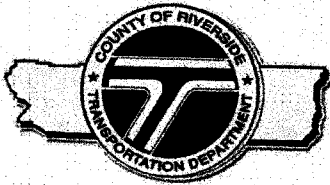
Time: 1:30 PM

Meeting Location:

The Veranda, Green River Golf Club Parking Lot
5215 Green River Road
Corona, CA 92880

ISSUED BY ADDENDUM No. 1, ATTACHMENT "A"

ADDENDUM No. 1, Page 3 of 3



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 2

Dated September 12, 2018

to the
Specifications and Contract Documents
for the construction of

Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park

Project No. C1-0642

Bids Due: (Revised)
Wednesday, September 26, 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://rctima.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, September 26, 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: _____

JRJ:rr

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

ADDENDUM No. 2, Page 1 of 1



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 3

Dated September 24, 2018

to the
Specifications and Contract Documents
for the construction of

Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park

Project No. C1-0642

Bids Due: (Revised)
Wednesday, October 3, 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, October 3, 2018; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

Item 2: Revised Proposal. Refer to "Proposal" pages B2-B3. Delete and replace "Proposal" (pages B2-B3) with "Proposal (Revised)" attached herewith as **Attachment "A"**.

a. The following bid items have been added:

Item 24, "THERMOPLASTIC PAVEMENT MARKING"

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

ADDENDUM No. 3
Page 1 of 18

Item 25, "CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM
(COZEEP)"

Item 3: Construction Zone Enhanced Enforcement Program (COZEEP): Add Section 00-1.19, "Construction Zone Enhanced Enforcement Program (COZEEP)," to the special provisions. The following special provisions are added and made a part hereby:

**00-1.19 CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM
(COZEEP):**

COZEEP improves project safety through the use of supplemental California Highway Patrol Units to assist in the management of traffic passing through the construction zone. COZEEP involves the presence of the CHP in certain construction zones to serve as a reminder to the public to slow down, observe construction zone signs, and use care while driving through the work zone.

COZEEP shall be considered when above normal traffic problems are anticipated or unique conditions warrant additional public or worker protection at the project access points located adjacent to State Route 71 (northbound and southbound).

The Contractor shall coordinate with the Resident Engineer when COZEEP services are needed from the California Highway Patrol.

Payment

Contractor shall pay COZEEP service fee to California Highway Patrol (CHP) when service is rendered and County will reimburse this payment to Contractor.

Full compensation for the actual cost of COZEEP fees, as paid by the Contractor to California Highway Patrol, shall be included in the price paid on Force Account basis for Construction Zone Enhanced Enforcement Program (COZEEP) in accordance with Section 9-1.04, "Force Account" and these Special Provisions, up to the fixed cost amount. No markups will be allowed. All incidental costs incurred by the Contractor shall be included in the various items of work, and no compensation will be allowed therefor.

Item 4: Supplemental Project Information: The Department makes the following supplemental project information available:

- Santa Ana River Trail - Dip Section, Cross Sections, Sta 79+91 to Sta 81+41

Supplemental Project Information is available at:

County of Riverside website during advertisement period.

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

The cross sections (downloadable file) are provided for reference only. The County of Riverside Transportation Department does not guarantee the accuracy of this data.

- Item 5: Areas for Contractor's Use.** Refer to Section 5-1.32, "Areas for Use", of the special provisions (pages 16 and 17).

Delete the 1st paragraph of Section 5-1.32 of the special provisions replace it with the following paragraph:

On-site staging will be permitted only within the Santa Ana River Trail 40-foot easement, within the project limits, excluding construction access road limits.

- Item 6: Clarification - Staging Area Security**

It is the Contractor's responsibility to secure their mobile and heavy equipment at all times. Due to the remote location of the project site, the contractor shall consider to take proper additional steps during construction to secure the job site and construction equipment from theft and vandalism when leaving heavy equipment overnight on the jobsite.

Also, refer to Section 4, Insurance and Hold Harmless, of the General Conditions (pages GC6 through GC10), for Commercial General Liability insurance coverage requirements. Insurance coverage shall include premises, operations and mobile equipment liability.

- Item 7: Modified Hours of Work.** Refer to Section 13, Hours of Work, of the Instructions to Bidders (page A7); and Section 12-4, "Maintaining Traffic," of the special provisions (pages 16 and 17).

Delete the 2nd paragraph of Section 4 of the Instruction to Bidders; and the 2nd paragraph of Section 12-4 of the special provisions replace them with the following paragraph:

Daily working hours shall be between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays, as approved by the Engineer. Exceptions and specific work schedules shall be submitted to the Engineer for consideration.

- Item 8: Traffic Control System.** Refer to Section 12-5, "Traffic Control System/ Public Convenience/ Public Safety," of the special provisions (pages 17 through 19).

• The following special provisions are added after the first paragraph of Subsection 12-5.02 General, on page 17, and made a part hereby:

Contractor shall also prepare traffic control plans for the trail closure within the project for review and approval by the Transportation Department.

- Delete the 11th paragraph on page 18 and replace it with the following paragraph:

A minimum of **six (6)** portable Changeable Message Signs (CMS) shall be furnished, placed, operated and maintained at those locations shown on the approved Traffic Control Plans or where designated by the Engineer in conformance with the provisions in Section 12, "Temporary Traffic Control" of the Standard Specifications and these Special Provisions.

Item 9: Clarification - Traffic Control Plan. Refer to baseline Traffic Control Plan, Sheet TC-1 of the plans (Sheet 12 of 12).

The Traffic Control plan is provided to Contractors for reference only. The Contractor is responsible for producing their own Traffic Control plan in accordance with the special provisions.

This plan provides necessary information to the Contractor regarding the required signs and their locations. The work included in this item shall include supplying all labor, materials, equipment, supervision, and incidentals required to implement, monitor, and maintain the traffic devices as shown on the Traffic Control Plan. The Contractor's responsibility shall include, but not be limited to, traffic signs, special signs, portable changeable message signs, barricades, type III barricades, delineators, and other incidental items to implement traffic control plan.

The Contractor shall be responsible for implementing, monitoring, and maintaining the traffic control devices until the acceptance of the project.

Full compensation for implementing the Traffic Control plan shall be considered as included in the contract lump sum price paid for Traffic Control System and no additional compensation will be allowed therefor.

Item 10: Erosion Control. Refer to Section 21-2.03H, "Erosion Control (Bonded Fiber Matrix)," of the special provisions (pages 36 through 39).

- Delete the Seed Mix table on page 37 and replace it with the following table:

Seed must comply with the following:

Botanical Name (Common Name)	Percent Germination (Minimum)	Pure Live Seed, Pounds per Acre
<i>Lotus scoparius</i> (Deerweed)	30	1.0
<i>Lupinus bicolor</i> Miniature Lupine	35	4.5

<i>Encelia californica</i> (California sunflower)	30	2.0
<i>Eriogonum fasciculatum</i> (California Buckwheat)	40	3.0
<i>Eschscholzia californica</i> (California Poppy)	35	2.0
<i>Eriophyllum confertiflorum</i> (Golden yarrow)	35	4.5
<i>Hemizonia fasciculata</i> (Fascicled Tarweed)	35	0.5
<i>Vulpia microstachys</i> (Three Weeks Fescue)	35	9.0

All Seeds shall be sourced from Orange County within the Santa Ana River Watershed.

- Delete Subsection "Commercial Fertilizer" on page 37. Fertilizer will not be required for this project.

Item 11: Precast Reinforced Concrete Box. Refer to Section 51-4, "Precast Concrete Members," of the special provisions (page 53).

- The following special provisions are added to Section 51-4, on page 53, and made a part hereby:

The Contractor shall order and have ready for delivery to the job site the Precast Reinforced Concrete Box prior to the notice to proceed with construction is issued.

Item 12: Thermoplastic Pavement Markings: The following special provisions are added and made a part hereby:

84 MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Add to Section 84-2.03C(2)(a) General, Thermoplastic Traffic Stripes and Pavement Markings:

THEMOPLASTIC PAVEMENT MARKINGS

Thermoplastic pavement markings shall conform to the provisions in Sections 84-1, "General," and 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

Newly installed thermoplastic pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry. Any newly installed thermoplastic pavement markings which are damaged as a result of the construction, including wheel markings by public traffic and the construction equipment, shall be repainted by the Contractor and any associated removals shall be performed as called for in the Standard Specifications.

Payment:

The contract price paid per square foot for Thermoplastic Pavement Marking shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in installing thermoplastic pavement markings (regardless of the number, widths, and types of individual markings involved) including any necessary cat tracks, dribble lines any layout work, complete in place as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

Item 13: Chino Hills State Park, Specifications for Fire Contingency Requirements for Santa Ana River Trail Project: The following special provisions are added and made a part hereby:

**SPECIFICATIONS FOR FIRE CONTINGENCY REQUIREMENTS
FOR ALL PROJECTS IMPLEMENTED AT
CHINO HILLS STATE PARK**

BACKGROUND AND JUSTIFICATION:

Chino Hills State Park (CHSP) is in a high fire danger area of southern California that includes portions of San Bernardino, Riverside and Orange Counties and is adjacent to a portion of Los Angeles County. Wildfires that occur in or near the park pose significant threat to life and property. CHSP is near numerous developments, including residential, commercial and industrial, and contains significant segments of important regional utility infrastructure.

The wildfire history of the park and adjacent areas is well documented, indicating that over 98% of wildfires in over 100 years were human caused fires. ¹ As of February, 2013, there have been only two wildfires at CHSP started by natural causes since the park was dedicated in 1984. These fires were caused by lightning strikes. Statistics gathered since the early 1940's by various agencies document that human-caused wildfires in California have increased significantly as population increases and the amount of urban-wildland interface has increased at a rapid pace. ²

³ Particularly alarming is the percentage of wildfires caused by various kinds of equipment operation. These include activities such as, but not limited to, using plastic line weed whips, mowing, driving over vegetation with vehicles and heavy equipment as well as the use of grinder, welding and power cutting tools, including chain saws. ³

Depending on which study or data is cited and which region each covers, the percentage of equipment caused wildfires in California ranges between 20% and 30%, compared to other causes. The other causes listed generally top out in each study below 15%. ⁴ Southern California has the highest percentage of equipment caused wildfires, partially attributable to its long, dry, hot seasonal climate conditions.

Climate change is also contributing to increased wildfires in many areas of the world, including California. Fire season in California is not just limited to late summer and fall anymore. With generally warm, dry conditions and regular prolonged drought periods, CHSP has experienced wildfires every month of the year on a regular basis. Additionally, the increased frequency of wildfires is converting many natural areas to

non-native annual grasslands, where fires start more easily and spread faster, especially during southern California's long dry season. These light fuels contribute to increased fire danger along the urban-wildland interface.^{5, 6}

In summary, equipment operation is one of the categories of fire causes that can be managed in ways that can lower the risk of human-caused fire starts. Therefore, actions need to be taken to require prudent methods and practices for all projects using equipment in order to minimize the risk of accidental equipment related fire starts.

SPECIFICATIONS:

The following described fire contingency requirements will be followed for activities within Chino Hills State Park:

- 1) Equipment operation will not occur during high fire danger warnings or advisories as determined by the National Weather Service and other State, National or Local agencies, (High Fire Danger Advisory; High Fire Danger Warning; Red Flag Conditions Advisory; Red Flag Conditions Warning), OR by park staff in the case when high winds and temperatures and low relative humidity exists on site and the aforementioned agencies have not declared the high risk level yet on the day and time of starting construction or maintenance activities that pose a safety risk.
- 2) All equipment will have approved spark arrestors that comply with all Federal, State and local safety requirements.
- 3) Vehicles and equipment will not drive off-road except for approved clearing of access and/or staging areas using mowing or vegetation clearing methods per the approved project plan, following all fire contingency guidelines stated herein. All vehicles must use existing cleared pull-outs for passing other vehicles, even if one vehicle must back to a pull-out. It is DPR's intent that vehicles not drive over natural vegetation, especially dry vegetation which could be ignited by a hot vehicle parts.
- 4) Smoking on site will not be allowed by any personnel.
- 5) Except during some winter and early spring conditions when the park vegetation may be saturated with ample moisture, all mowing activities should be conducted before 10:00 a.m. when the relative humidity is highest, unless otherwise authorized by the Park Superintendent, Environmental Scientist or Maintenance Chief.
- 6) Except for normal patrol by vehicles on well maintained roads, all equipment operation will require separate, appropriately equipped fire spotter personnel who has been trained in the proper use of the equipment determined to best suit the circumstances to be present (see #7 for appropriate equipment descriptions). Their function is to watch for small sparks or fire starts during all equipment operation and immediately use their equipment to extinguish sparks or small fire starts should they occur. Fire spotters are dedicated to fire watch and do not perform additional duties on the project such as equipment operation. If a spark or small fire cannot be extinguished by the spotter immediately, evacuation procedures for all personnel will be ordered and the fire reported by calling 911 immediately. Any spark that starts a fire, no matter how small, will be reported to park staff within 24 hours.

- 7) Fire extinguishing equipment should be used that is appropriate for conditions. For example, the use of water type extinguishers are preferable when in dry grassland surroundings because standard pressurized fire extinguishers can actually blow a small flame into a larger fire rapidly in light, dry fuels such as the grasslands prevalent in the park. A combination of regulation fire extinguishers with vehicles and water hogs or water trucks with hose and pumps and/or water backpack sprayers may be required.
- 8) Under certain site and weather conditions, pre-wetting of vegetation may be required, such as when access routes to repair underground utilities must be mowed during semi dry or dry conditions.
- 9) Under certain conditions, periodic pre-wetting of nearby vegetation and spark shields may be required for actions such as pipe cutting operations that may throw sparks.
- 10) All contractors will submit an emergency action plan for their particular project that is specific to its location and needs that includes escape routes and evacuation procedures as well as implementation procedures and emergency contact information. Prior to commencement of the project, safety training will be conducted for all staff to insure familiarization with the plan and safety concerns. Regular safety meetings will be conducted throughout the duration of the project for review and to communicate project changes or new safety concerns. This will also insure that new personnel will receive the safety orientation whenever there are staff changes during the project.
- 11) Under certain conditions, projects may be required to use "cold cutting" equipment instead of saws or torches that throw sparks.

¹ Hills For Everyone. "A 100 Year History of Wildfires Near Chino Hills State Park" 2012

² USA Today. "Human-Caused Wildfires Increase in California". May 14, 2009.

³ California Department of Forestry and Fire Protection (CAL FIRE). "2011 Wildfire Activity Statistics Annual Report".

⁴ California Department of Forestry and Fire Protection (CAL FIRE). "Percent of Fires By Cause Statewide 5-Year Average (2000-2005)".

⁵ United States Department of Agriculture - Forest Service. "The National Fire Danger Rating System: basic equations" General Technical Report PSW-82, 1985.

⁶ National Oceanographic and Atmospheric Authority and National Weather Service. "Guide to Grassland Curing Observations for National Weather Grassland Fire Danger Forecast Indices (GDFI)". Published 2010.

Item 14: Chino Hills State Park, Right of Entry Permit: The following special provisions are added and made a part hereby:

A template of the Chino Hills State Park, Right of Entry Permit that includes General and Specific conditions is attached, designated as **Attachment "B"** (6 sheets) and is made a part hereby. No major deviations are expected between the final Right of Entry Permit and the template copy provided herewith.

A final copy of the "Chino Hills State Park, Right of Entry Permit" will become available to the awarded contractor.

In the event that new restrictions are required by the final "Chino Hills State Park, Right of Entry Permit", any extra work performed by the Contractor as a result of such new restrictions shall be compensated in accordance with Section 9-1.04, "Force Account", the Special Provisions, and as approved by the Resident Engineer.

When the final "Chino Hills State Park, Right of Entry Permit" becomes available, this shall become part of the Contract Documents.

Item 15: Excess Material, Clarification: Refer to Section 00-1.14, "Disposal of Excess Excavation or Materials," of the special provisions (page 9). The following clarification is made:

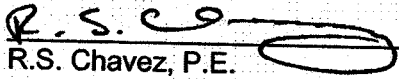
Excess earth excavation, and other excess materials resulting from construction operations shall be disposed of by the Contractor outside of the Santa Ana River Trail right of way.

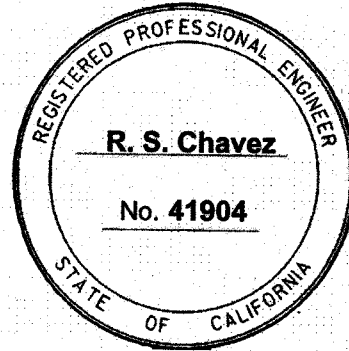
ATTACHMENTS

A – Revised Proposal


B – Chino Hills State Park, Right of Entry Permit Template

This addendum has been prepared under the direction of the following registered Civil Engineer(s):

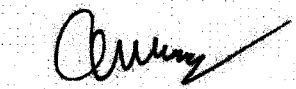

R.S. Chavez, P.E.



Recommended by:


Cesar Tolentino, PE
County Project Manager

Concurrence:


Khalid Nasim, P.E.
Engineering Division Manager

Acknowledged: _____ Date: _____
JRJ:jrj:rr (Contractor)

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

**Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park
Project No. C1-0642**

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
3	160110	TEMPORARY HIGH-VISIBILITY FENCE (TYPE ESA)	LF	4,100		
4	800100	TEMPORARY FENCE (CHAINLINK WITH ACOUSTIFENCE MATERIAL)	LF	4,110		
5	120100	TRAFFIC CONTROL SYSTEM (INCLUDING CONSTRUCTION AREA SIGNS AND FLAGGING)	LS	1		
6	170103	CLEARING AND GRUBBING	LS	1		
7	100100	DEVELOP WATER SUPPLY	LS	1		
8	190101 (F)	ROADWAY EXCAVATION AND EARTHWORK (INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE)	CY	2,700		
9	210253	EROSION CONTROL (TYPE BONDED FIBER MATRIX (BFM))	Acre	3		
10	260203	CLASS 2 AGGREGATE BASE	CY	900		
11	032000	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33') INCLUDING SOIL STABILIZER	CY	350		
12	390132	HOT MIX ASPHALT (TYPE A)	TON	900		
13	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	CY	130		
14	035100	PRECAST REINFORCED CONCRETE BOX (5'X2')	LF	59		
15	510092	STRUCTURAL CONCRETE, CUTOFF WALL PER DETAIL B	CY	8		
16	510502	MINOR CONCRETE (MINOR STRUCTURES) [WINGWALL TYPE A, WINGWALL TYPE D WITH CUTOFF WALL]	CY	28		
17	820840	ROADSIDE SIGN - ONE STEEL POST	EA	18		
18	820850	ROADSIDE SIGN - TWO STEEL POST	EA	4		
19	721004	ROCK SLOPE PROTECTION (1 TON, METHOD B) (INCLUDES RSP FABRIC AND CONCRETE SILL)	CY	80		

ADDENDUM No. 3

Page 11 of 18

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
20	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	3,900		
21	999990	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	LS	1		
22	010601	OBTAIN ENCROACHMENT PERMITS [CALTRANS, CHINO HILLS STATE PARK, RCFC&WCD, U.S. ARMY CORPS OF ENGINEERS]	FA	1	10,000.00	10,000.00
23	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	100,000.00	100,000.00
24	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	63		
25	000003	CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM (COZEEP)	FA	1	25,000.00	25,000.00

BASE BID SCH.
PROJECT TOTAL: _____ \$
ITEMS 1-25 "WORDS"

RIGHT OF ENTRY PERMIT

Agency: Department of Parks and Recreation

Project: **Error! Bookmark not defined.**
Error! Bookmark not defined.

This Right of Entry Permit (Permit) is made and entered into this **Error! Bookmark not defined.** day of **Error! Bookmark not defined.**, between the State of California, acting by and through its Department of Parks and Recreation, hereinafter called State, and **Error! Bookmark not defined.**, pick one: an individual, a non-profit public benefit corporation, LLC, sole proprietorship, a corporation, etc. hereinafter called Permittee; State and Permittee may hereinafter be referred to as a Party, or collectively the Parties.

RECITALS

- **Whereas**, the State owns, operates and maintains the State Park known as **Error! Bookmark not defined.**, in the County of **Error! Bookmark not defined.**, State of California; and
- **Whereas**, Permittee has applied to State for permission to access **Error! Bookmark not defined.** for purposes of carrying out Permittee's **Error! Bookmark not defined.** project (the Project); and
- **Whereas**, the State desires to accommodate Permittee's application for permission to enter **Error! Bookmark not defined.** for purposes of the Project, as provided herein and as, and to the extent, such Project may be ultimately described, permitted, approved and conditioned by Permittee's environmental document entitled **Error! Bookmark not defined.** and dated the Environmental Document **Error! Bookmark not defined.**, attached hereto as Exhibit "A" and herein incorporated by reference, and as may be conditioned by any other regulatory agency having jurisdiction, if applicable.

TERMS AND CONDITIONS

Now therefore, the State by this Permit hereby grants to the Permittee permission to enter upon State's property, conditioned upon the agreement of the Parties that this Permit does not create or vest in Permittee any interest in the real property herein described or depicted, that the Permit is revocable and non-transferable, and that the Permit is further subject to the following terms and conditions:

1. **Project Description:** By this Permit, the State hereby grants to the Permittee permission to enter onto those lands depicted **Error! Bookmark not defined.** and/or described on Exhibit "B" (the Property), attached hereto and herein incorporated by this reference, solely for the purpose of **Error! Bookmark not defined.**, the limits of which are described in the Environmental Document.
2. **Permit Subject to Laws and Regulatory Agency Permits:** This Permit is expressly conditioned upon Permittee's obtaining any and all regulatory permits or approvals required by the relevant regulatory agencies for the Project and Permittee's use of the Property, and upon Permittee's compliance with all applicable municipal, state and federal laws, rules and regulations, including all State Park regulations. Permittee shall, at Permittee's sole cost and expense, comply with the Project Description, and requirements and mitigations contained in the Environmental Document.

Prior to commencement of any work, Permittee shall obtain all such legally required permits or approvals and submit to the State full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation as applicable.
3. **Term of Permit:** This Permit shall only be for the period beginning on **Error! Bookmark not defined.**, and ending on, or as may be reasonably extended by written mutual agreement of the Parties.
4. **Consideration:** Permittee agrees to pay State the sum of **Error! Bookmark not defined.** and No/100 Dollars (\$) as consideration for the rights granted by this Permit. Payment is due upon execution of this Permit.
5. **Permit Subject to Existing Claims:** This Permit is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Property.

6. **Waiver of Claims and Indemnity:** Permittee waives all claims against State, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property, the issuance, exercise, use or implementation of this Permit, and/or the rights herein granted. Permittee further agrees to protect, save, hold harmless, indemnify and defend State, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by State, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this Permit, exercise by Permittee of the rights herein granted, Permittee's use of the Property and/or the Project for which this Permit is granted, except those arising out of the sole active negligence or willful misconduct of State. Permittee will further cause such indemnification and waiver of claims in favor of State to be inserted in each contract that Permittee executes for the provision of services in connection with the Project for which this Permit is granted.
7. **Contractors:** Permittee shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. Permittee shall be responsible for ensuring contractor/subcontractor compliance with the terms and conditions contained herein. Failure of Permittee's contractors to abide by State's terms and conditions shall constitute default by Permittee (see DEFAULT paragraph below) allowing State to terminate this Permit and seek all legal remedies.
8. **Insurance Requirements:** As a condition of this Permit and in connection with Permittee's indemnification and waiver of claims contained herein, Permittee shall maintain, and cause its contractors to maintain, a policy or policies of insurance as follows:

General Provisions Applying to All Policies

- A. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. **Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. **Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, and liability assumed under an insured contract. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State of California.**

9. **Reservation of Rights:** State reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with Permittee's rights herein.

10. **Access Limits and Conditions:** Access to the Property shall be limited to the access designated by State .

Error! Bookmark not defined.

11. **Notice of Work:** Any required notices to State shall be sent to the State authorities in charge of **Error! Bookmark not defined.** State Park named below. At least **Error! Bookmark not defined.** forty-eight (48) hours prior to any entry upon the Property for any of the purposes hereinabove set forth, Permittee shall provide the State contact[s] named below with written notice of Permittee's intent to enter the Property. Permittee shall also notify the State contact[s] listed below in writing at least **Error! Bookmark not defined.** forty-eight (48) hours prior to any change in the Project schedule or cessation or completion of work. Should State personnel need to contact Permittee, State shall notify Permittee's contact person listed below:

STATE:

Contact: District Superintendent
District: **Error! Bookmark not defined.**
Address:

Telephone:
Fax:

PERMITEE'S CONTACT:

Contact:

Address:

Telephone:
Fax:

12. **Limits of Work:** In no event shall this Permit authorize work in excess or contrary to the terms and conditions of any regulatory agency permit or approval. Under no circumstances, whether or not authorized by any regulatory agency, other permit or any person or entity other than State, shall work exceed that which is authorized by this Permit.

13. **Public Safety:** Permittee shall erect orange plastic temporary construction fencing and appropriate signage prior to commencement of work to prevent public access to the construction zone. Permittee shall remove such fencing within two (2) days after the completion of work. Permittee shall take, and shall cause its contractors or subcontractors to take, any and all necessary and reasonable steps to protect the public from harm in connection with the Project or implementation of this Permit.

14. **Compliance with Project Requirements, Monitoring and Mitigation Measures (if applicable):** Resource monitoring and mitigation measures identified by **Error! Bookmark not defined.** shall be completed in accordance with and to the satisfaction of the District Superintendent or designee.

Permittee's activities conducted under this Permit shall comply with all State and Federal environmental laws, including, but not limited to, the Endangered Species Act, CEQA, and Section 5024 of the Public Resources Code.

Any of Permittee's archaeological consultants working within the boundaries of the Property shall obtain a permit from the California State Parks Archaeology, History & Museums Division prior to commencing any archaeological or cultural investigations of the Property.

Permittee shall immediately advise State's contact person if any new site conditions are found during the course of permitted work. State will advise Permittee if any new historical resources (including archaeological sites), special status species, threatened/endangered species protocols, or other resource issues are identified within the Project site. Permittee shall abide by District Superintendent or designee's instructions to protect the resource(s) during the permitted work or risk revocation of the Permit.

Permittee shall make all excavation activities on the Property available to the State Archaeologist for observation and monitoring. During excavation, the State archaeological monitor may observe and report to the State on all excavation activities. State archaeological monitor shall be empowered to stop any construction activities as necessary to protect significant cultural resources from being disturbed.

In the event that previously unknown cultural resources, including, but not limited to, dark soil containing shell, bone, flaked stone, groundstone, or deposits of historic trash are encountered during Project construction by anyone, work will be suspended at that specific location, and the Permittee's work will be redirected to other tasks, until after a State-qualified archaeologist has evaluated the find and implemented appropriate treatment measures and disposition of artifacts, as appropriate, in compliance with all applicable laws and department resource directives.

If human remains are discovered during the Project, work will be immediately suspended at that specific location and the District Superintendent or designee shall be notified by Permittee. The specific protocol, guidelines and channels of communication outlined by the California Native American Heritage Commission (NAHC), and/or contained in Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.9 et seq., will be followed. Those statutes will guide the potential Native American involvement in the event of discovery of human remains.

Permittee shall provide a written work schedule to State so that the State archaeological monitor can arrange to be on site on the necessary days. Permittee shall provide reasonable advance notice of and invite the District Superintendent or designee to any preconstruction meetings with the prime contractor or subcontractors.

15. **Restoration of Property:** Permittee shall complete the restoration, repair, and revegetation of the Property in consultation with, and to the satisfaction of, the State Environmental Scientist within one (1) year after completion of the Project or the expiration or termination of this Permit, whichever comes first. This obligation shall survive the expiration or termination of this Permit.

Error! Bookmark not defined.

16. **Performance Bond:** If required by State in order to ensure that Permittee performs and completes its obligations in accordance with the terms of the Permit, Permittee shall obtain a Performance Bond in the amount of from a surety duly licensed in the State of California. Permittee shall provide State with a copy of such insurance bond.
17. **Right to Halt Work:** The State reserves the right to halt work and demand mitigation measures at any time, with or without prior notice to Permittee, in the event the State determines that any provision contained herein has been violated, or in the event that cessation of work is necessary to prevent, avoid, mitigate or remediate any threat to the health and safety of the public or state park personnel, or to the natural or cultural resources of the state park.
18. **Use Restrictions:** The use of the Property by Permittee, including its guests, invitees, employees, contractors and agents, shall be restricted to the daytime hours between sunrise and sunset on a day-by-day basis, unless otherwise approved in advance in writing by State. No person shall use or occupy the Property overnight.

Activities on the Property shall be conducted only in a manner which will not interfere with the orderly operation of the state park. Permittee shall not engage in any disorderly conduct and shall not maintain, possess, store or allow any contraband on the Property. Contraband includes, but is not limited to: any illegal alcoholic beverages, drugs, firearms, explosives and weapons.

Roads and trails where motorized vehicles are normally prohibited may be used for vehicle access by Permittee, its employees, agents or contractors for patrol, maintenance or repair purposes only, and only to the extent specified by State, and shall be otherwise subject to all other conditions and/or restrictions of this Permit and any applicable laws, state park regulations and state park policies.

Permittee shall not use or allow the Property to be used, either in whole or in part, for any purpose other than as set forth in this Permit, without the prior written consent of the State.

19. **State's Right to Enter:** At all times during the term of this Permit and any extension thereof, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives, invitees or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Property to survey, inspect, or perform any other lawful State purposes.

Permittee shall not interfere with State's right to enter.

20. **Protection of Property:** Permittee shall protect the Property, including all improvements and all natural and cultural features thereon, at all times at Permittee's sole cost and expense, and Permittee shall strictly adhere to the following restrictions:
- (a) Permittee shall not place or dump garbage, trash or refuse anywhere upon or within the Property, except in self-contained trash receptacles that are maintained to State's satisfaction by Permittee.
 - (b) Permittee shall not commit or create, or suffer to be committed or created, any waste, hazardous condition or nuisance in, on, under, above or adjacent to the Property.
 - (c) Permittee shall not cut, prune or remove any vegetation upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
 - (d) Permittee shall not disturb, move or remove any rocks or boulders upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
 - (e) Permittee shall not grade or regrade, or alter in any way, the ground surface of the Property, except as herein permitted, or subsequently approved in writing by the District Superintendent.
 - (f) Permittee shall not bait, poison, trap, hunt, pursue, catch, kill or engage in any other activity which results in the taking, maiming or injury of wildlife upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
 - (g) Permittee shall not use, create, store, possess or dispose of hazardous substances (as defined in the California Hazardous Substances Act) on the Property except as herein permitted, or subsequently approved in writing by the District Superintendent.
 - (h) Permittee shall exercise due diligence to protect the Property against damage or destruction by fire, vandalism and any other causes.

21. **Default:** In the event of a default or breach by Permittee of any of the terms or conditions set forth in this Permit, State may at any time thereafter, without limiting State in the exercise of any right of remedy at law or in equity which State may have by reason of such default or breach:

- (a) Maintain this Permit in full force and effect and recover the consideration, if any, and other monetary charges as they become due, without terminating Permittee's right to use of the Property, regardless of whether Permittee has abandoned the Property; or
- (b) Immediately terminate this Permit upon giving written notice to Permittee, whereupon Permittee shall immediately surrender possession of the Property to State and remove all of Permittee's equipment and other personal property from the Property. In such event, State shall be entitled to recover from Permittee all damages incurred or suffered by State by reason of Permittee's default, including, but not limited to, the following:
 - (i) any amount necessary to compensate State for all the detriment proximately caused by Permittee's failure to perform its obligations under this Permit, including, but not limited to, compensation for the cost of restoration, repair and revegetation of the Property, which shall be done at State's sole discretion and compensation for the detriment which in the ordinary course of events would be likely to result from the default; plus
 - (ii) at State's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

22. **State's Right to Cure Permittee's Default:** At any time after Permittee is in default or in material breach of this Permit, State may, but shall not be required to, cure such default or breach at

Permittee's cost. If State at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Permittee to State at the time the sum is paid. The sum due from Permittee to State shall bear the maximum interest allowed by California law from the date the sum was paid by State until the date on which Permittee reimburses State.

- 23. **Revocation of Permit:** The State shall have the absolute right to revoke this Permit for any reason upon ten (10) days written notice to Permittee. Written notice to Permittee may be accomplished by electronic or facsimile transmission, and the notice period set forth in this paragraph shall begin on the date of the electronic or facsimile transmission, or, if sent by mail, on the date of delivery. If Permittee is in breach of the Permit or owes money to the State pursuant to this Permit, any prepaid monies paid by Permittee to State shall be held and applied by the State as an offset toward damages and/or amounts owed. Nothing stated herein shall limit the State's exercise of its legal and equitable remedies.
- 24. **Recovery of Legal Fees:** In any action brought to enforce or interpret any provisions of this Permit or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Property, or to protect any rights given to the State against Permittee, and in any actions or proceedings under Title 11 of the United States Code, if the State shall prevail in such action on trial or appeal, the Permittee shall pay to the State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.
- 25. **Voluntary Execution and Independence of Counsel:** By their respective signatures below, each Party hereto affirms that they have read and understood this Permit and have received independent counsel and advice from their attorneys with respect to the advisability of executing this Permit.
- 26. **Reliance on Investigations:** Permittee declares that it has made such investigation of the facts pertaining to this Permit, the Property and all the matters pertaining thereto as it deems necessary, and on that basis accepts the terms and conditions contained in this Permit. Permittee acknowledges that State has made, and makes, no representations or warranties as to the condition of the Property, and Permittee expressly agrees to accept the Property in its as-is condition for use as herein permitted.
- 27. **Entire Agreement:** The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Permit contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital.
- 28. **Warranty of Authority:** The undersigned represents that they have the authority to, and do, bind the person or entity on whose behalf and for whom they are signing this Permit and the attendant documents provided for herein, and this Permit and said additional documents are, accordingly, binding on said person or entity.
- 29. **Assignment:** This Permit shall not be assigned, mortgaged, hypothecated, or transferred by Permittee, whether voluntarily or involuntarily or by operation of law, nor shall Permittee let, sublet or grant any license or permit with respect to the use and occupancy of the Property or any portion thereof, without the prior written consent of State.
- 30. **Choice of Law:** This Permit will be governed and construed by the laws of the State of California.

STATE OF CALIFORNIA
Department of Parks and Recreation

ERROR! BOOKMARK NOT DEFINED.

By: _____
Name: _____
Title: District Superintendent
Error! Bookmark not defined.

By: _____
Name: _____
Title: _____
Address: _____
Phone: ; Fax: _____

Bid

Date: 10/03/18

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

Bidder: Riverside Construction Company, Inc.
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Santa Ana River Trail, Multipurpose Trail and Bike Lane, In the Chino Hills State Park, Project No. C1-0642 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) 1,2,3 (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.

Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park
Project No. C1-0642

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	24,000 ⁰⁰	24,000 ⁰⁰
2	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	9,100 ⁰⁰	9,100 ⁰⁰
3	160110	TEMPORARY HIGH-VISIBILITY FENCE (TYPE ESA)	LF	4,100	5 ⁵⁰	22,550 ⁰⁰
4	800100	TEMPORARY FENCE (CHAINLINK WITH ACOUSTIFENCE MATERIAL)	LF	4,110	40 ⁰⁰	164,400 ⁰⁰
5	120100	TRAFFIC CONTROL SYSTEM (INCLUDING CONSTRUCTION AREA SIGNS AND FLAGGING)	LS	1	54,000 ⁰⁰	54,000 ⁰⁰
6	170103	CLEARING AND GRUBBING	LS	1	38,400 ⁰⁰	38,400 ⁰⁰
7	100100	DEVELOP WATER SUPPLY	LS	1	8,500 ⁰⁰	8,500 ⁰⁰
8	190101 (F)	ROADWAY EXCAVATION AND EARTHWORK (INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE)	CY	2,700	39 ⁰⁰	105,300 ⁰⁰
9	210253	EROSION CONTROL (TYPE BONDED FIBER MATRIX (BFM))	Acre	3	3,700 ⁰⁰	11,100 ⁰⁰
10	260203	CLASS 2 AGGREGATE BASE	CY	900	57 ⁰⁰	51,300 ⁰⁰
11	032000	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33') INCLUDING SOIL STABILIZER	CY	350	185 ⁰⁰	64,750 ⁰⁰
12	390132	HOT MIX ASPHALT (TYPE A)	TON	900	89 ⁰⁰	80,100 ⁰⁰
13	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	CY	130	345 ⁰⁰	44,850 ⁰⁰
14	035100	PRECAST REINFORCED CONCRETE BOX (5'X2')	LF	59	620 ⁰⁰	36,580 ⁰⁰
15	510092	STRUCTURAL CONCRETE, CUTOFF WALL PER DETAIL B	CY	8	953 ⁰⁰	7,624 ⁰⁰
16	510502	MINOR CONCRETE (MINOR STRUCTURES) [WINGWALL TYPE A, WINGWALL TYPE D WITH CUTOFF WALL]	CY	28	1,192 ⁰⁰	33,376 ⁰⁰
17	820840	ROADSIDE SIGN - ONE STEEL POST	EA	18	375 ⁰⁰	6,750 ⁰⁰
18	820850	ROADSIDE SIGN - TWO STEEL POST	EA	4	750 ⁰⁰	3,000 ⁰⁰
19	721004	ROCK SLOPE PROTECTION (1 TON, METHOD B) (INCLUDES RSP FABRIC AND CONCRETE SILL)	CY	80	162 ⁰⁰	12,960 ⁰⁰

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
20	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	3,900	2 ⁷⁰	10,530 ⁰⁰
21	999990	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	LS	1	54,000 ⁰⁰	54,000 ⁰⁰
22	010601	OBTAIN ENCROACHMENT PERMITS [CALTRANS, CHINO HILLS STATE PARK, RCFC&WCD, U.S. ARMY CORPS OF ENGINEERS]	FA	1	10,000.00	10,000.00
23	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	100,000.00	100,000.00
24	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	63	17 ⁰⁰	1,071 ⁰⁰
25	000003	CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM (COZEEP)	FA	1	25,000.00	25,000.00

BASE BID SCH.

PROJECT TOTAL:

ITEMS 1-25

NINE HUNDRED SEVENTY NINE THOUSAND TWO HUNDRED \$ 979,241⁰⁰

"WORDS"

FORTY ONE DOLLARS AND ZERO CENTS

Bidder Data and Signature

Name of Bidder: Riverside Construction Company, Inc.

Type of organization: Corporation

Person(s) authorized to sign for Bidder: Donald M. Pim - President,

Richard G. Lounsbury - Executive Vice President, Julie L. Smith - Secretary / Treasurer

Gregory G. Camp, Jr. - Vice President, Jason A. Moore - Vice President

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: 4225 Garner Road
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Riverside, CA 92501

P.O. Box- Number: 1146

P.O. Box- City, State, Zip Code: Riverside, CA 92502

Phone: (951) 682-8308

Facsimile: (951) 682-5872

E-mail: estimating@rivconstruct.com

Contractor's license number: 266222

License Classification(s): "A"

Expiration date: 2/28/2019

Department of Industrial Relations Registration Number: 1000003993

**CORPORATE RESOLUTION
OF
RIVERSIDE CONSTRUCTION COMPANY, INC.**

October 30, 2015

A meeting of the Board of Directors of Riverside Construction Company, Inc., a California Corporation, was held on October 30, 2015, duly called pursuant to written notice, at which a quorum was present and voting.

The Directors hereby adopt the following recitals, resolutions, and statements pursuant to the Corporation's By-Laws permitting such action to be taken:

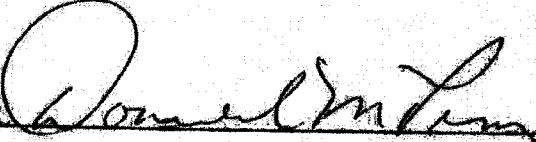
OFFICERS - SIGNING CONTRACTS AND OTHER INSTRUMENTS

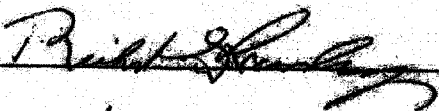
WHEREAS, The duly elected Directors of the Corporation are Julie L. Smith, Richard G. Lounsbury, Donald M. Pim - Chairman.

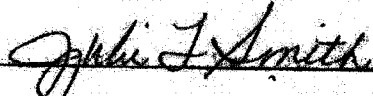
WHEREAS, The Board of Directors may authorize any officer or officers to enter into any Contract or Execute any Instrument in the name of and on behalf of the Corporation.

WHEREAS, The officers of the Corporation are President, Executive Vice President, Vice President, Secretary/Treasurer.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the By-Laws of the Corporation, Article IV-Section 5, the officers of the Corporation designated by the Board of Directors shall be and are authorized and empowered to enter into and Execute any Contract, and or Execute any Instrument in the name of and on behalf of the Corporation. The Corporation Officers referred to herein are now held by the following persons, whose title and signature appear after their respective name;

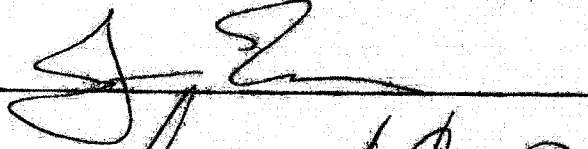
(Officer) Donald M. Pim - President: 

(Officer) Richard G. Lounsbury - Executive Vice President: 

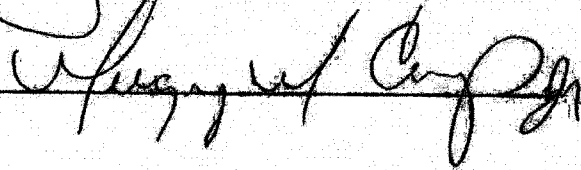
(Officer) Julie L. Smith - Secretary/Treasurer: 

RESOLVED FURTHER, that the following officers of the Corporation designated by the Board of Directors shall be and are authorized and empowered to execute contract change orders in the name of and on behalf of the Corporation. The Corporation Officers referred to herein are now held by the following persons, whose title and signature appear after their respective name;

(Officer) Jason A. Moore - Vice President:



(Officer) Gregory G. Camp, Jr. - Vice President:



RESOLVED, FURTHER, that the authority conferred to the Corporation officers hereinabove may be exercised individually or jointly by any of such officers and shall continue in full force and effect until modification or revocation by the Board of Directors of the Corporation.

RESOLVED FURTHER, that the Secretary/Treasurer of the Corporation is instructed to insert this resolution in the Corporation's Minute Book.

IN WITNESS WHEREOF, The undersigned, constituting all the Directors of the Corporation, hereby adopt this Resolution in the name of and on behalf of the Corporation effective on the date first set forth above.

By: Julie L. Smith
Julie L. Smith - Director

By: Richard G. Lonsbury
Richard G. Lonsbury - Director

By: Donald M. Pim
Donald M. Pim - Chairman/Director

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:

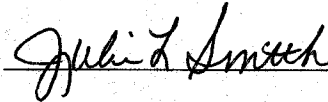
**Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park**

Project No. C1-0642

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):

Julie L. Smith

Title:

Secretary / Treasurer

“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): Riverside Construction Company, Inc.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	MARINA LANDSCAPE, INC.	#492862	1000000079	3707 W. GARDAWAY AVE AND ORANGE, CA 92668	SEE ATTACHED EXHIBIT "B"	<input type="checkbox"/>
2.	DRS REBAR, INC.	#981885	1000048191	1255 KELLEY AVE CORONA, CA 92382	SEE ATTACHED EXHIBIT "D"	<input checked="" type="checkbox"/>
3.	CHRISP COMPANY	#374600	1000000306	2280 SOUTH LILAC AVE BLOOMINGTON, CA 92316	SEE ATTACHED EXHIBIT "E"	<input type="checkbox"/>
4.	ALL AMERICAN ASPHALT	#267073	1000001051	400 E. 6th ST. CORONA, CA 92679	SEE ATTACHED EXHIBIT "A"	<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: 12.7 %

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

1945
The Department of the Interior
Washington, D.C.

1945
The Department of the Interior
Washington, D.C.

1945
The Department of the Interior
Washington, D.C.

1945
The Department of the Interior
Washington, D.C.

EXHIBIT A - ASPHALT PAVING

BID ITEM #	DESCRIPTION
12	HOT MIX ASPHALT (TYPE A)

EXHIBIT E - SIGNING & STRIPING

BID ITEM #	DESCRIPTION
17	ROADSIDE SIGN - ONE STEEL POST
18	ROADSIDE SIGN - TWO STEEL POST
20	THERMOPLASTIC TRAFFIC STRIPE

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 Secretary / Treasurer (Title) of Riverside Construction Company, 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.

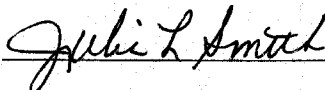
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the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

October (Month) 3rd (Day) of 2018 (Year),

at Riverside (City), California (State).

Signature of Declarant:



Printed name of Declarant:

Julie L. Smith

Name of Bidder (Company):

Riverside Construction Company, Inc.

Title or Office:

Secretary / Treasurer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1180

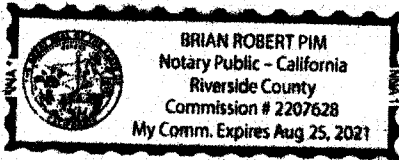
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of RIVERSIDE)
On Oct 3, 2018 before me, BRIAN ROBERT PIM, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared JULIE L. SMITH
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 Brian Robert Pim
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: _____

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> Riverside Construction Company, Inc.		<i>Federal ID Number (or n/a)</i> 95-2662331
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Julie L. Smith - Secretary / Treasurer		
<i>Date Executed</i> 10/03/18	<i>Executed in</i> Riverside, 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> N/A		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Bid Bond

Recitals:

1. Riverside Construction Company, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Santa Ana River Trail, Multipurpose Trail and Bike Lane, In the Chino Hills State Park, Project No. C1-0642 in accordance with a Notice Inviting Bids from the County.
2. Fidelity and Deposit Company of Maryland a Maryland 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: September 10, 2018

Signatures:

<u>Fidelity and Deposit Company of Maryland</u>	<u>Riverside Construction Company, Inc.</u>
By: <u>Roxanne Camping</u>	By: <u>Julie L. Smith</u>
Title: <u>Attorney in Fact</u>	Title: <u>SECRETARY / TREASURER</u>
<u>"Surety"</u>	<u>"Contractor"</u>

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/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).

- Company Profile
- Company Search
- 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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 1299 ZURICH WAY
 SCHAUMBURG, IL 60196
 800-362-2150

Old Company Names **Effective Date**

Agent For Service

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

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

[back to top](#)

NAIC Group List

NAIC Group #: 0212 ZURICH INS 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
- CREDIT
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

[back to top](#)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

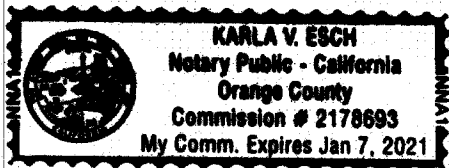
State of California
County of Orange

On September 10, 2018 before me, Karla V. Esch, Notary Public
NAME

personally appeared Roxanne Camping
NAME OF SIGNER

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.

Karla V. Esch
(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)
 - LIMITED
 - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER OTHER THAN NAMED ABOVE

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 RIVERSIDE)

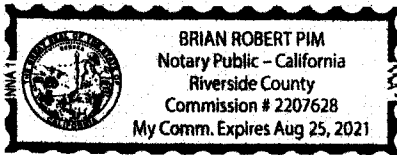
On OCT. 3RD, 2018 before me, BRIAN ROBERT PIM, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared JULIE L. SMITH
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 Brian Robert Pim
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: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of September, 20 18.



David McVicker

David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of December, A.D. 2017.

ATTEST:

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



By:

*Assistant Secretary
Joshua Lecker*

*Vice President
Michael Bond*

State of Maryland
County of Baltimore

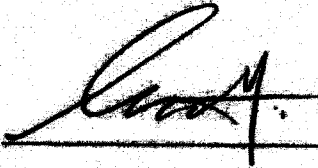
On this 11th day of December, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President**, and **JOSHUA LECKER, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



**Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019**

Recommended by:



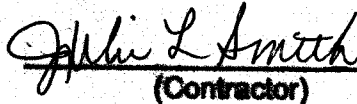
Cesar Tolentino, PE
County Project Manager

Concurrence:



Khalid Nasim, PE
Engineering Division Manager

Acknowledged:

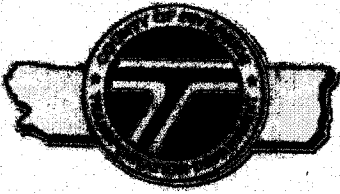

(Contractor)

Date: 10/03/18

JRJ:rr

Julie L. Smith - Secretary / Treasurer

Note: Refer to instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).



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.E.S.
Deputy for Transportation/Planning and
Development

Transportation Department

ADDENDUM NUMBER 2

Dated September 12, 2018

to the
Specifications and Contract Documents
for the construction of

Santa Ana River Trail
Multipurpose Trail and Bike Lane
in the Chino Hills State Park

Project No. C1-0642

Bids Due: (Revised)
Wednesday, September 26, 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 referenced 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://rclima.org/trans/Contractors-Corner/Notices-Inviting-Bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

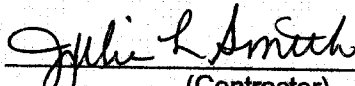
Item 1: The new designated date and time for the receipt and opening of bids is revised as follows:

Wednesday, September 26, 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: 10/03/18

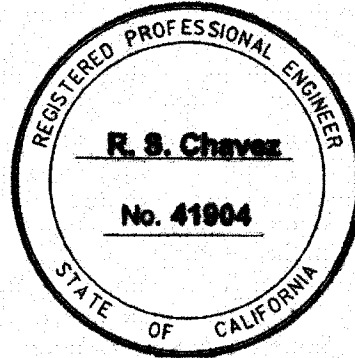
JRJ:rr

Julie L. Smith - Secretary / Treasurer


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

This addendum has been prepared under the direction of the following registered Civil Engineer(s):

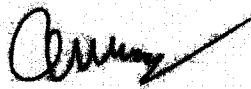

R.S. Chavez, P.E.

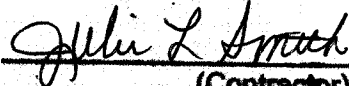


Recommended by:


Cesar Tolentino, PE
County Project Manager

Concurrence:


Khalid Nassim, P.E.
Engineering Division Manager

Acknowledged:  Date: 10/03/18
(Contractor)
JRJ:rf:rr Julie L. Smith - Secretary / Treasurer

Note: Refer to instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

Riverside County Contract No. _____

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 _____, hereafter called "Contractor".

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, _____, 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, (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 and 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.

**Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park**

Project No. C1-0642

Contract (Example)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
...						
...						
...						
...						
...						
...						
...						
...						
...						
N						

**PROJECT
TOTAL:
ITEMS 1-N**

“WORDS”

\$_____

**Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park**

Project No. C1-0642

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

COUNTY OF RIVERSIDE

CONTRACTOR

BY: _____

BY: _____

Chairman, Board of Supervisors

DATED: _____

TITLE: _____
(If Corporation, affix Seal)

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY: _____

TITLE: _____

Deputy

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

License No.: _____

Federal Employer Identification Number:

Department of Industrial Relations Registration Number:

BY _____

"County"

"Corporation"
(Seal)

Performance Bond

Recitals:

1. _____ (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as _____
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 \$ _____ and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are _____, 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 \$ _____, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of _____.

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 _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

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 Riverside Construction Company, Inc., hereafter called "Contractor".

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Santa Ana River Trail, Multipurpose Trail and Bike Lane, In the Chino Hills State Park, Project No. C1-0642, 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, 2 and 3, (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 and 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.

**Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park
Project No. C1-0642
Contract**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	24,000.00	24,000.00
2	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	9,100.00	9,100.00
3	160110	TEMPORARY HIGH-VISIBILITY FENCE (TYPE ESA)	LF	4,100	5.50	22,550.00
4	800100	TEMPORARY FENCE (CHAINLINK WITH ACOUSTIFENCE MATERIAL)	LF	4,110	40.00	164,400.00
5	120100	TRAFFIC CONTROL SYSTEM (INCLUDING CONSTRUCTION AREA SIGNS AND FLAGGING)	LS	1	54,000.00	54,000.00
6	170103	CLEARING AND GRUBBING	LS	1	38,400.00	38,400.00
7	100100	DEVELOP WATER SUPPLY	LS	1	8,500.00	8,500.00
8	190101 (F)	ROADWAY EXCAVATION AND EARTHWORK (INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE)	CY	2,700	39.00	105,300.00
9	210253	EROSION CONTROL (TYPE BONDED FIBER MATRIX (BFM))	Acre	3	3,700.00	11,100.00
10	260203	CLASS 2 AGGREGATE BASE	CY	900	57.00	51,300.00
11	032000	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33') INCLUDING SOIL STABILIZER	CY	350	185.00	64,750.00
12	390132	HOT MIX ASPHALT (TYPE A)	TON	900	89.00	80,100.00
13	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	CY	130	345.00	44,850.00
14	035100	PRECAST REINFORCED CONCRETE BOX (5'X2')	LF	59	620.00	36,580.00
15	510092	STRUCTURAL CONCRETE, CUTOFF WALL PER DETAIL B	CY	8	953.00	7,624.00
16	510502	MINOR CONCRETE (MINOR STRUCTURES) [WINGWALL TYPE A, WINGWALL TYPE D WITH CUTOFF WALL]	CY	28	1,192.00	33,376.00
17	820840	ROADSIDE SIGN - ONE STEEL POST	EA	18	375.00	6,750.00
18	820850	ROADSIDE SIGN - TWO STEEL POST	EA	4	750.00	3,000.00
19	721004	ROCK SLOPE PROTECTION (1 TON, METHOD B) (INCLUDES RSP FABRIC AND CONCRETE SILL)	CY	80	162.00	12,960.00
20	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	3,900	2.70	10,530.00
21	999990	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	LS	1	54,000.00	54,000.00
22	010601	OBTAIN ENCROACHMENT PERMITS [CALTRANS, CHINO HILLS STATE PARK, RCFC&WCD, U.S. ARMY CORPS OF ENGINEERS]	FA	1	10,000.00	10,000.00
23	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	100,000.00	100,000.00
24	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	63	17.00	1,071.00
25	000003	CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM (COZEEP)	FA	1	25,000.00	25,000.00

PROJECT

TOTAL: Nine hundred seventy nine, two hundred forty one dollars and zero cents

\$ 979,241.00

ITEMS 1 - 25

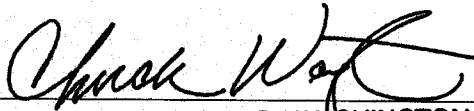
"WORDS"

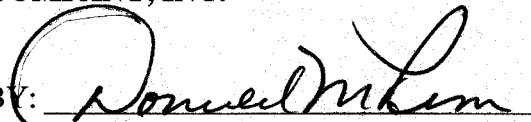
**Santa Ana River Trail
Multipurpose Trail and Bike Lane
In the Chino Hills State Park
Project No. C1-0642**

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

COUNTY OF RIVERSIDE

**RIVERSIDE CONSTRUCTION
COMPANY, INC.**

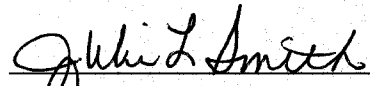
BY: 
CHUCK WASHINGTON
Chairman, Board of Supervisors

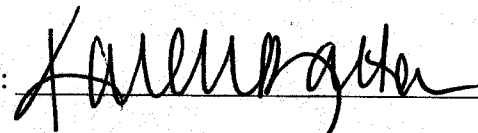
BY: 
Donald M. Pim

DATED: DEC 04 2018

TITLE: President
(If Corporation, affix Seal)

ATTEST:
Kecia Harper-Ihem, Clerk of the Board


ATTEST:

Julie L. Smith

BY: 
Deputy

TITLE: Secretary / Treasurer

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

License No.: 266222

FORM APPROVED COUNTY COUNSEL
BY  12/4/18 DATE
KRISTINE BELL-VALDEZ

Federal Employer Identification Number:
95-2662331

Department of Industrial Relations Registration Number:
1000003993

BY _____
"County"

Riverside Construction Company, Inc.
"Corporation"
(Seal)

**CORPORATE RESOLUTION
OF
RIVERSIDE CONSTRUCTION COMPANY, INC.**

October 30, 2015

A meeting of the Board of Directors of Riverside Construction Company, Inc., a California Corporation, was held on October 30, 2015, duly called pursuant to written notice, at which a quorum was present and voting.

The Directors hereby adopt the following recitals, resolutions, and statements pursuant to the Corporation's By-Laws permitting such action to be taken:

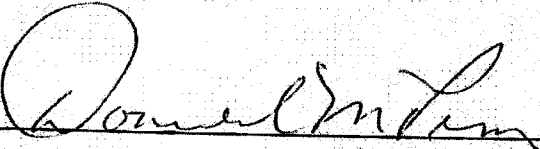
OFFICERS - SIGNING CONTRACTS AND OTHER INSTRUMENTS

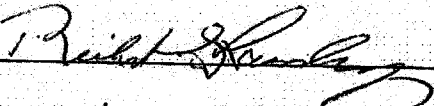
WHEREAS, The duly elected Directors of the Corporation are Julie L. Smith, Richard G. Lounsbury, Donald M. Pim - Chairman.

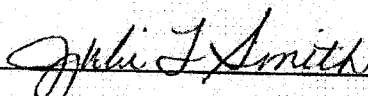
WHEREAS, The Board of Directors may authorize any officer or officers to enter into any Contract or Execute any Instrument in the name of and on behalf of the Corporation.

WHEREAS, The officers of the Corporation are President, Executive Vice President, Vice President, Secretary/Treasurer.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the By-Laws of the Corporation, Article IV-Section 5, the officers of the Corporation designated by the Board of Directors shall be and are authorized and empowered to enter into and Execute any Contract, and or Execute any Instrument in the name of and on behalf of the Corporation. The Corporation Officers referred to herein are now held by the following persons, whose title and signature appear after their respective name;

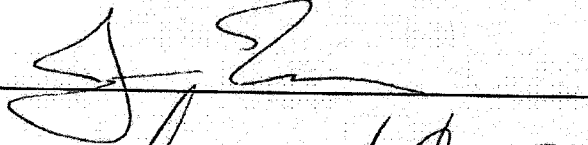
(Officer) **Donald M. Pim - President:** 

(Officer) **Richard G. Lounsbury - Executive Vice President:** 

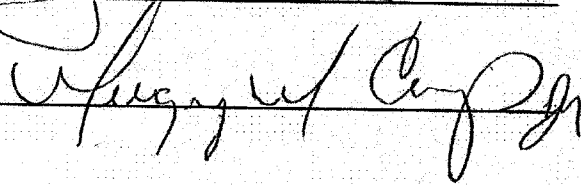
(Officer) **Julie L. Smith - Secretary/Treasurer:** 

RESOLVED FURTHER, that the following officers of the Corporation designated by the Board of Directors shall be and are authorized and empowered to execute contract change orders in the name of and on behalf of the Corporation. The Corporation Officers referred to herein are now held by the following persons, whose title and signature appear after their respective name;

(Officer) Jason A. Moore - Vice President:



(Officer) Gregory G. Camp, Jr. - Vice President:



RESOLVED, FURTHER, that the authority conferred to the Corporation officers hereinabove may be exercised individually or jointly by any of such officers and shall continue in full force and effect until modification or revocation by the Board of Directors of the Corporation.

RESOLVED FURTHER, that the Secretary/Treasurer of the Corporation is instructed to insert this resolution in the Corporation's Minute Book.

IN WITNESS WHEREOF, The undersigned, constituting all the Directors of the Corporation, hereby adopt this Resolution in the name of and on behalf of the Corporation effective on the date first set forth above.

By: Julie L. Smith
Julie L. Smith - Director

By: Richard G. Lounsbury
Richard G. Lounsbury - Director

By: Donald M. Pim
Donald M. Pim - Chairman/Director

Performance Bond

Recitals:

1. **Riverside Construction Company, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Santa Ana River Trail, Multipurpose Trail and Bike Lane, In the Chino Hills State Park, Project No. C1-0642.**
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 **\$979,241.00 (Nine hundred seventy nine thousand, two hundred forty one 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 Riverside Construction Company, 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 \$979,241.00 (Nine hundred seventy nine thousand, two hundred forty one and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Santa Ana River Trail, Multipurpose Trail and Bike Lane, In the Chino Hills State Park, Project No. C1-0642.

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 _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Performance Bond

Recitals:

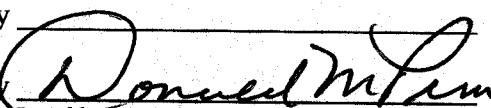
1. **Riverside Construction Company, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Santa Ana River Trail, Multipurpose Trail and Bike Lane, In the Chino Hills State Park, Project No. C1-0642.**
2. Fidelity and Deposit Company of Maryland, a Maryland corporation (Surety), is the Surety under this Bond.

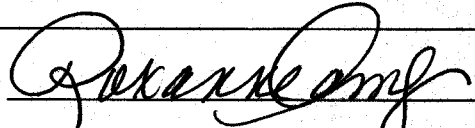
Agreement:

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 **\$979,241.00 (Nine hundred seventy nine thousand, two hundred forty one and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of October 16, 2018

By 
By Donald M. Pim
Donald M. Pim

By 
Type Name Roxanne Camping

Title President

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).

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.

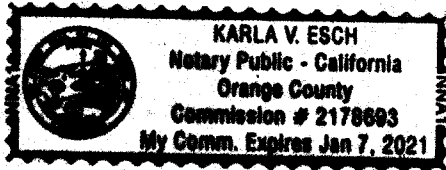
State of California
 County of Orange

On October 16, 2018 before me, Karla V. Esch, Notary Public
 NAME

personally appeared Roxanne Camping
 NAME OF SIGNER

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.

Karla V. Esch
 (SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 CORPORATE OFFICER
 TITLE(S)
 PARTNER(S) LIMITED
 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

 TITLE OR TYPE OF DOCUMENT

 NUMBER OF PAGES

 DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

 SIGNER OTHER THAN NAMED ABOVE

My Comm. Expires Jan 7, 2021
Commission # 218693
Orange County
Notary Public - California
KARL E. COON



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 RIVERSIDE)

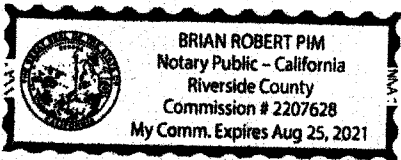
On OCT 18, 2018 before me, BRIAN ROBERT PIM, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DONALD M. PIM
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 Brian Robert Pim
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: _____

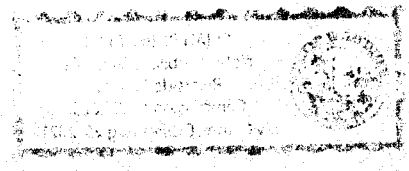
REPORT OF THE COMMISSIONER OF THE GENERAL LAND OFFICE

FOR THE YEAR 1880

AND

STATE OF THE LANDS UNDER THE CONTROL OF THE GENERAL LAND OFFICE

BY



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

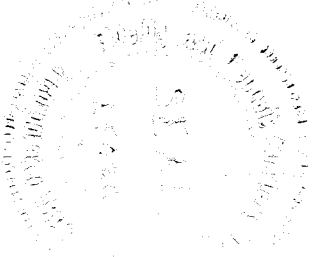
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of December, A.D. 2017.

ATTEST:

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



By: *Joshua Lecker*
*Assistant Secretary
Joshua Lecker*

Michael Bond
*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 11th day of December, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of October, 20 18.



David D. Wick

David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

- Company Profile
- Company Search
- 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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

**1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-382-2150**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

[back to top](#)

NAIC Group List

NAIC Group #: 0212 ZURICH INS 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
- CREDIT
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

[back to top](#)

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

The makers of this Bond are Riverside Construction Company, Inc., as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$979,241.00 (Nine hundred seventy nine thousand, two hundred forty one and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Santa Ana River Trail, Multipurpose Trail and Bike Lane, In the Chino Hills State Park, Project No. C1-0642.

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: October 16, 2018

Riverside Construction Company, Inc.
Original Contractor - Principal

Fidelity and Deposit Company of Maryland
Surety

By Donald M. Pim
Donald M. Pim

By Roxanne Camping
Roxanne Camping
Its Attorney In Fact

Title President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, SEE ATTACHED ACKNOWLEDGMENT 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).

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.

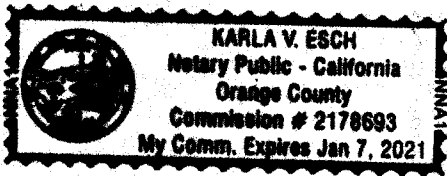
State of California
 County of Orange

On October 16, 2018 before me, Karla V. Esch, Notary Public
 NAME

personally appeared Roxanne Camping
 NAME OF SIGNER

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.

Karla V. Esch
 (SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 CORPORATE OFFICER
 TITLE(S) _____
 PARTNER(S) LIMITED
 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

 TITLE OR TYPE OF DOCUMENT

 NUMBER OF PAGES

 DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

 SIGNER OTHER THAN NAMED ABOVE

KARLA V. ESOH
Notary Public - California
Orange County
Commission # 21883
My Comm. Expires Jan 1, 2012



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 RIVERSIDE)

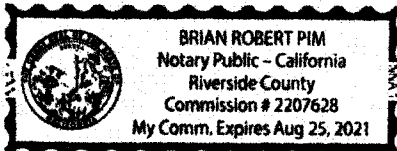
On OCT. 18, 2018 before me, BRIAN ROBERT PIM, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared DONALD M. PIM
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 Brian Robert Pim
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

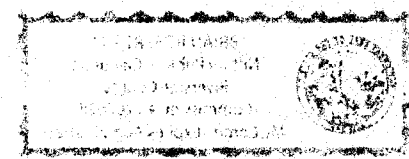
Other: _____

Signer is Representing: _____

Handwritten text, possibly a date or reference number, located in the upper left quadrant.

Handwritten text, possibly a name or address, located in the upper right quadrant.

Handwritten text, possibly a title or subject line, centered below the upper text.



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

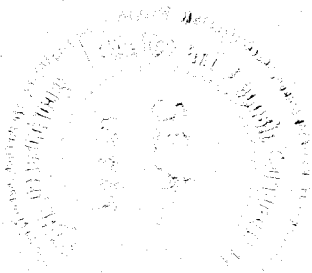
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein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

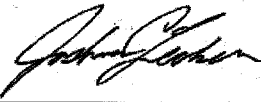
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

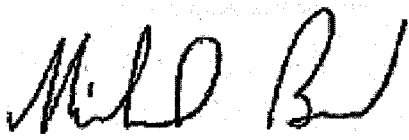
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of December, A.D. 2017.

ATTEST:

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



By: 
*Assistant Secretary
Joshua Lecker*


*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 11th day of December, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of October, 2018.



David McVicker

David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

- Company Profile
- Company Search
- 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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

**1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-382-2150**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

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NAIC Group List

NAIC Group #: 0212 ZURICH INS 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
- CREDIT
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

[back to top](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2018

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 Edgewood Partners Insurance Center (EPIC) 19000 MacArthur Blvd. PH Floor Irvine, CA 92612 www.edgewoodins.com	CONTACT NAME: Karla Esch PHONE (A/C No. Ext): 949-417-9106 E-MAIL ADDRESS: karla.esch@epicbrokers.com	FAX (A/C No.): 949-266-8785
	INSURER(S) AFFORDING COVERAGE	
INSURED Riverside Construction Company, Inc. 4225 Garner Road Riverside CA 92501	INSURER A: Executive Risk Indemnity Inc	35181
	INSURER B: Federal Insurance Company	20281
	INSURER C: Allied World National Assurance Company	10690
	INSURER D: Great American Insurance Company	16691
	INSURER E:	
	INSURER F:	

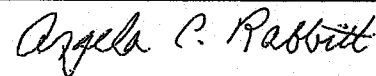
COVERAGES **CERTIFICATE NUMBER:** 44946451 **REVISION NUMBER:**

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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Deductible: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		54309745	7/1/2018	7/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		54309463	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$1,000
C	<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	<input checked="" type="checkbox"/>		03102080 TUE261983200	7/1/2018 7/1/2018	7/1/2019 7/1/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	54309464	7/1/2018	7/1/2019	<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: Santa Ana River Trail, Multipurpose Trail and Bike Lane, In the Chino Hills State Park, Project No. C1-0642
(Continued on Addendum)

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  Angela C. Rabbitt
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ADDITIONAL REMARKS SCHEDULE

AGENCY Edgewood Partners Insurance Center (EPIC)		NAMED INSURED Riverside Construction Company, Inc. 4225 Garner Road Riverside CA 92501	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: County of Riverside Transportation Department Attn: Contracts/Bidding Unit

ADDRESS: 3525 14th Street Riverside CA 92501

1. County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives;
2. Riverside County Regional Parks & Open Space District, its elected and appointed officials, employees, agents, and representatives;
3. Riverside County Flood Control and Water Conservation District, its elected and appointed officials, employees, agents, and representatives;
4. Chino Hills State Park, its elected and appointed officials, employees, agents, and representatives;
5. Metropolitan Water District, its elected and appointed officials, employees, agents, and representatives;
6. U.S. Army Corps of Engineers, its elected and appointed officials, employees, agents, and representatives;
7. State of California Department of Transportation (CalTrans), its elected and appointed officials, employees, agents, and representatives;
8. Santa Ana Watershed Project Authority, its elected and appointed officials, employees, agents, and representatives;

are included as Additional Insureds as respects General Liability and Automobile Liability per the attached endorsements. Workers Compensation Waiver of Subrogation applies per the attached endorsement. Excess Liability follows form on the underlying General Liability, Automobile Liability and Employer's Liability policies.

54309745

COMMERCIAL GENERAL LIABILITY
10-02-2508 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **SECTION II – WHO IS AN INSURED** is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an insured on this Coverage Part, but:
 - a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the insured by this endorsement is limited as follows:
 - a. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
 - b. The insurance provided to the insured does not apply to damages, loss, cost or expense arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
- c. The insurance provided to the insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that insured, and then the insurance provided to the insured applies only to such "bodily injury" or "property damage" that occurs before:
 - (1) The end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage; or
 - (2) The end of the policy period;
 whichever is earlier.
3. The insurance provided to the insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But the insurance provided to the insured by this endorsement still is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when that person or organization is an additional insured under such other insurance.
4. As a condition of coverage provided to the insured by this endorsement:
 - a. The insured must give us written notice as soon as practicable of an "occurrence" or an

offense which may result in a claim. To the extent possible, such notice should include:

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

b. If a claim is made or "suit" is brought against the insured, the insured must:

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

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

c. The insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the insured by this endorsement is primary to other insurance available to the insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to **SECTION V - DEFINITIONS:**

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Angela C. Rabbitt

Authorized Representative

POLICY NUMBER: 54309745

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

Angela C. Rabbit

Authorized Representative

54309463

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is an "insured" under any other automobile policy;
- (b) That has exhausted its Limit of Insurance under any other policy; or
- (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor; and
- (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - 1. You;
 - 2. Any of your "employees" or agents; or
 - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only.

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE
Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. - CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV - BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO - COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

Angela C. Pabbutt

Authorized Representative

Form: 16-02-0292 (Rev. 11-16)

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COMPANY PROFILE

Company Information

FEDERAL INSURANCE COMPANY
202B HALL'S MILL ROAD
WHITEHOUSE STATION, NJ 08889
800-252-4670

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	20281
California Company ID #:	0059-6
Date Authorized in California:	12/18/1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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NAIC Group List

NAIC Group #: 0626 Chubb Ltd 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

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COMPANY PROFILE

Company Information

EXECUTIVE RISK INDEMNITY INC.
202B HALL'S MILL ROAD
WHITEHOUSE STATION, NJ 08889
908990392207

Old Company Names

Effective Date

AMERICAN EXCESS INSURANCE COMPANY	05/12/1987
ERIC REINSURANCE COMPANY	11/18/1992
EXECUTIVE RE INDEMNITY INC.	06/21/1995
EXECUTIVE RISK INDEMNITY, INC.	08/02/2000

Agent For Service

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

Reference Information

NAIC #:	35181
California Company ID #:	2342-4
Date Authorized In California:	12/07/1979
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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