

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



**ITEM: 3.47
(ID # 11319)**

MEETING DATE:

Tuesday, December 17, 2019


FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION
DEPARTMENT: Approve Addenda to the Plans and Specifications, Accept the
Low Bid and Award the Contract for the Construction of Clark Street Sidewalk
Project in the Mead Valley Community. CEQA Exempt, District 1. [\$468,984 Total
- State Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Clark Street Sidewalk Project (updated to include minor widening) is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 (c) - Existing Facilities;
2. Approve two addenda to the plans and specifications issued prior to the October 9, 2019, bid opening;
3. Reject the low bid of S&H Civilworks of Colton, California in the amount of \$469,475;
4. Accept the low bid of Hillcrest Contracting, Inc. of Corona, California in the amount of \$468,984;
5. Award the contract to Hillcrest Contracting, Inc. and authorize the Chairman of the Board to execute the contract documents; and
6. Approve the project proposed budget as shown on Attachment "A".

ACTION: Policy, Clerk to Advertise


Patricia Romo, Director of Transportation 1/17/21/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 17, 2019
xc: Transp.

Kecia R. Harper
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	\$ 468,984	\$ 0	\$ 468,984	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Active Transportation Plan (ATP) – State (100%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated September 17, 2019 (Agenda Item 3.20), the County of Riverside (County) Board of Supervisors authorized the Clerk of the Board to advertise for the construction of Clark Street Sidewalk Project in the Community of Mead Valley.

The project includes constructing sidewalk including curb and gutter, driveways, spandrel, cross gutter, alley apron, bus turnout, retaining wall and fence, and Americans with Disabilities Act (ADA) compliant curb ramps.

The proposed sidewalk will fill in existing sidewalk gaps with approximately 1,400 linear feet of new sidewalk. The new sidewalk will connect with the existing sidewalk north of Rider Street, Pinewood Street, Oakwood Street, and Elmwood Street. Additional proposed improvements consist of constructing new curb and gutter, and minor widening of the roadway to accommodate the new sidewalk. The roadway widening will consist of removing portions of existing roadway and placing hot mix asphalt over aggregate base material.

During the advertisement two 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 the issued addenda on their contractor's Bid in order to be considered for award. The addenda were issued to update quantities of items of work and revise plan sheets to include minor widening along the western side of Clark Street at Oakwood Street. The addenda are attached and designated as Addendum No. 1 and 2.

The basis for the selection of a contractor is the lowest responsive and responsible bid for all schedules of work. The lowest bid was submitted by S&H Civilworks (S&H); however, the Transportation Department considers this bidder to be non-responsive. S&H failed to submit a required bid form document resulting in the rejection of S&H's proposal.

Transportation Department sent a letter dated October 15, 2019, to notify S&H of the Department's action finding their bid to be non-responsive, and selection of the second low bidder to award this contract. The letter is attached and designated as Attachment 1. The next lowest responsive bid was submitted by second low bidder, Hillcrest Contracting, Inc. in the amount of \$494,974 (including Base Bid and Alternative Bid 1 schedules of work).

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

The Contract includes the following bid schedule of work:

Base Bid Schedule: Clark Street sidewalk project and associated work

Alternative Bid Schedule 1 for Eastern Municipal Water District (EMWD) facilities adjustment and relocation work on Clark Street is not selected for award. EMWD will perform the work with their own forces.

The County of Riverside Transportation Department (Transportation Department) recommends award of the Contract in the amount of \$468,984, for construction of Base Bid items only.

The contractor, Hillcrest Contracting, 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.

Project Number: C5-0075

State Project No. ATPL-5956(246)

Environmental findings: Revised Project Limits

Transportation Department added minor road widening along the western side of Clark Street at Oakwood Street by addendum. The project proposes to construct new sidewalk along the eastern side of Clark Street to provide continuous concrete pathway in lieu of graded dirt shoulder. Additionally, the project proposes to construct ADA compliant curb ramps, driveway approaches, spandrel, cross gutter, alley apron, bus turnout, retaining wall and fence. The proposed project is exempt from CEQA under Section 15301(c) because the construction of sidewalk and aforementioned improvements do not create additional automobile lanes and involve negligible or no expansion of existing or former use of the existing roadway and associated facilities.

Impact on Residents and Businesses

The proposed improvements will improve pedestrian safety and provide an Americans with Disabilities Act (ADA) compliant path. The new sidewalk will serve as a path to Columbia Elementary School and Mead Valley Library.

The work is scheduled to begin in January 2020 and will take approximately six weeks to complete.

SUPPLEMENTAL:

Additional Fiscal Information

Construction is expected to begin and finish in FY 2019/20 and will be funded with Active Transportation Plan (ATP)-State funds for which the Transportation Department successfully competed.

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

There are no General Funds used in this project.

Contract History and Price Reasonableness

A total of nine (9) bids were received. One bid was determined to be non-responsive. The remaining eight (8) bids were responsive to the bidding requirements set for the project ranging from \$494,974 to \$645,300. The basis for the selection of a bid is the lowest responsive and responsible bid.

The lowest responsible bid was submitted by Hillcrest Contracting, Inc. in the amount of \$494,984 which is \$30,166 (5.7%) below the Engineer's Estimate. However the contract award amount is \$468,984 since Alternative Bid Schedule 1 is not selected for award.

The Transportation Department recommends the award of the contract to the lowest responsive and responsible contractor, Hillcrest Contracting, Inc. for a total amount of \$468,984.

ATTACHMENTS:

Vicinity Map

Attachment A

Summary of Bids

Addendum No. 1

Addendum No. 2

Attachment 1 – Letter, October 15, 2019, S&H Civilworks, Non-Responsive Bid

Notice of Exemption with Journal Voucher

Contract/Bonds/Insurance

Contractor's Bid Proposal



Jason Farin, Senior Management Analyst

12/11/2019



Gregory P. Priamos, Director County Counsel

12/3/2019



Cynthia M. Gurtzel, Chief Deputy County Counsel

12/3/2019

Attachment "A"

Riverside County Transportation Department

Project: **CLARK STREET
SIDEWALK**

Project No.(s): **C5-0075**

Expenses as of: 11/14/2019

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	55,154		56,000	59,000	56,000
Environmental	115,363		116,000	166,000	116,000
Design	289,461	5,000	295,000	391,000	295,000
Right-of-way	24,948		25,000	177,000	25,000
Utilities				181,000	
Construction		468,984	516,000	594,000	516,000
Construction Contingency 10.0%		46,898			
Construction Engineering & Inspection 15.0%	9,989	61,011	71,000	64,000	71,000
Construction Survey 5.0%		24,000	24,000	26,000	24,000
Totals:	494,915	605,893	1,103,000	1,658,000	1,103,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
221	Gas Tax / HUTA	253,000	171,666
256	Active Transportation Plan (ATP) - State	1,405,000	931,334
Totals		1,658,000	1,103,000

Comments

Printed: November 20, 19 10:02 AM

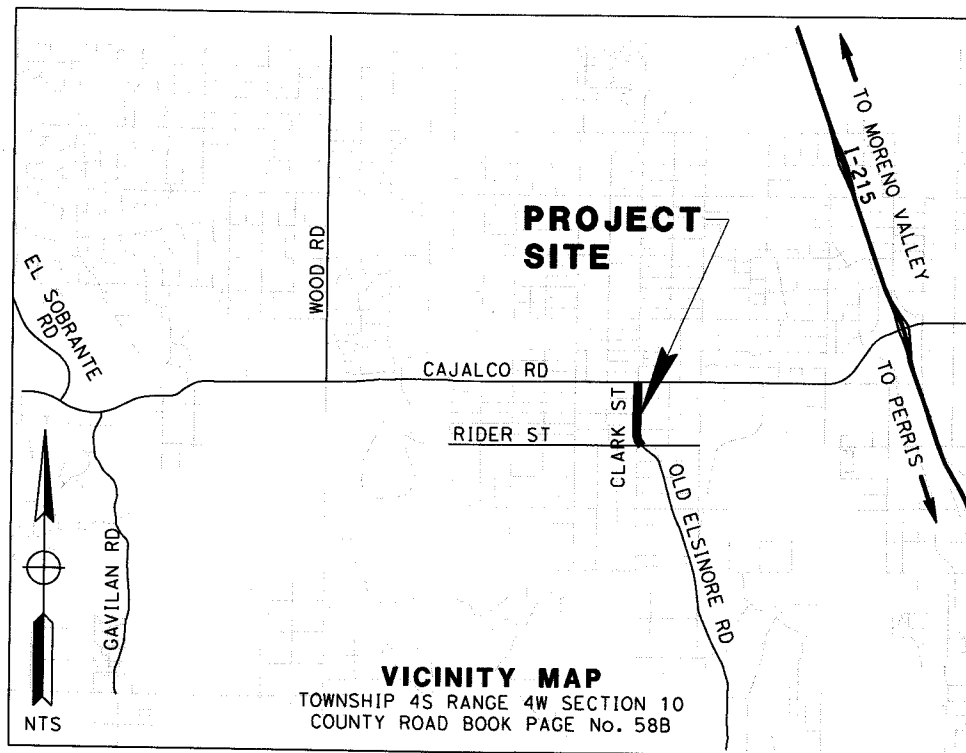
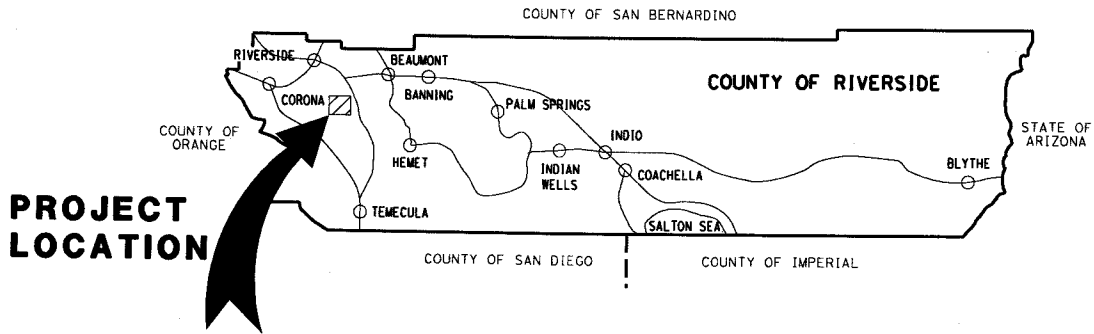
BY: Azan Junaid

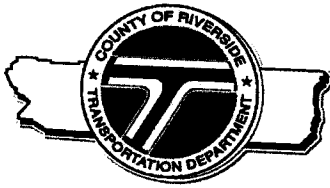
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COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

CLARK STREET
RIDER STREET TO CAJALCO ROAD
COMMUNITY OF MEAD VALLEY
PROJECT No. C5-0075
STATE PROJECT No. ATPL-5956(246)





COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY
Transportation Department

Patricia Romo, P.E.
 Director of Transportation

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

October 15, 2019

Jess Sotto, President
 S&H Civilworks
 1801 Hilltop Drive
 Colton, CA 92324

RE: Return of Non-Responsive Bid
Clark Street Sidewalk Project
 Rider Street to Cajalco Road; Community of Mead Valley
 Project No. C5-0075; State Project No. ATPL-5956(246)

Dear Mr. Sotto:

This letter is to inform you that the Bid that your firm has submitted for the referenced project has been found not to be responsive to the bidding requirements set forth for that project.

The County of Riverside is rejecting your bid that was submitted and received October 9, 2019. In accordance with Instruction to Bidders of the Specifications and Contract Documents, the bid is non-responsive because the Bid Agreement page B1 was omitted from your company's proposal.

Per Instruction to Bidders section 2, "Bidder's Bid Form," the Bid must be made on the Bid Forms. Even though much of the information needed to be filled in on page B1 is found elsewhere in your submitted Bid, such as contractor name, and the attachment of the two addenda, the omission of page B1 is an exclusion of your company's agreement of the listed assurances to the Bid. Additionally, your company's signature on page B5 refers to page B1 that was not included in your Bid.

Attached is a copy of your submitted Bid including a copy of your Bid Bond. Also for your information is copy of the contract document Bid Agreement page B1 that was not submitted.

If you have any questions or need additional information, please contact me at your convenience at (951) 955-1537 or Roman Ramirez at (951) 955-6786.

Sincerely,

Joel Jimenez, P.E.
 Senior Civil Engineer
 Contracts/ Bidding Unit

JRJ:jj

Attachments: Copy of S&H Civilworks Bid Package, including copy of Bid Bond
 Copy of missing Contract Document Bid Agreement Page B1 that was not submitted
 Summary of Bids (as submitted on Bid opening day)

cc:

Khalid Nasim / Alfredo Martinez / Roman Ramirez Transportation Department
 Marsha Victor, Office of County Counsel
 Chronological File/ Construction/Inspection File/ Project File

3525 14th Street, 2nd Floor, Riverside · Riverside, CA 92501 · (951) 955-6780
 P.O. Box 1090 · Riverside, CA 92502-1090 · FAX (951) 955-3164

Attachment 1, Page 1 of 1

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Transportation Department NOTICE OF EXEMPTION



Patricia Romo, P.E.
Director of Transportation

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

October 2, 2019

PROJECT TITLE: Clark Street Sidewalk
Work Order #C50075, Task Code #Z1530

PROJECT SPONSOR: Riverside County Transportation Department

PROJECT LOCATION: Community of Mead Valley

SUPERVISORIAL DISTRICT: 1st

PROJECT DESCRIPTION: The Riverside County Transportation Department (RCTD) proposes to construct sidewalk along the eastern side of Clark Street to provide a continuous concrete pathway in lieu of the graded dirt shoulder. The new sidewalk segments will be approximately 1,400 linear feet from south of Cajalco Road to north of Rider Street. The roadway will be widened on the eastern side of Clark Street by up to 11 feet to accommodate the construction of the sidewalk and curb/gutter. The widening will consist of removing the existing roadway and placing asphalt over aggregate base. Clark Street is a two lane facility that currently ranges from 26-73 feet wide and is classified as a Collector Road in the County of Riverside General Plan. The proposed project will also include the following:

- Construction of ADA compliant curb ramps, driveway approaches, spandrel, cross gutter, alley apron, and bus turnout
- Minor widening along the western side of Clark Street at Oakwood Street
- Grading of dirt/gravel driveways
- Installation of retaining wall and fence
- Installation/removal of traffic striping, pavement markers and reflectors, and signs
- Removal of trees/vegetation
- Utility relocations

ENVIRONMENTAL ANALYSIS:

The proposed project will be constructed within existing County right of way. Temporary construction easements may be required for the proposed improvements.

This project is subject to compliance with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). In accordance with Section 7.1 of the Western Riverside County MSHCP, necessary operation and maintenance along existing roadways are considered a covered activity outside cell criteria areas. This project is not within cell criteria areas and is considered to be a safety improvement project under operation and maintenance, therefore it is a covered activity under the Western Riverside County MSHCP.

If tree and/or vegetation removal takes place during the migratory bird breeding season (March 15 – September 15), a preconstruction nesting survey will be conducted pursuant to the Migratory Bird Treaty Act (MBTA). Additionally, a preconstruction Burrowing Owl (BUOW) Survey will be conducted before initial ground disturbance at the project site.

The Riverside County Transportation Department has found that the above-described project is exempt from the provisions of the California Environmental Quality Act (CEQA), based on the following:

Section 15301 (c) – Existing Facilities – The project proposes to construct new sidewalk along the eastern side of Clark Street to provide a continuous concrete pathway in lieu of the graded dirt shoulder. Additionally, the project proposes to construct ADA compliant curb ramps, driveway approaches, spandrel, cross gutter, alley apron, bus turnout, retaining wall, and fence. The proposed project is exempt from CEQA under Section 15301 (c) because the construction of sidewalk and aforementioned safety improvements do not create additional automobile lanes and involve negligible or no expansion of existing or former use of the existing roadway and associated facilities.

By: Mohamed Eissa, Assistant Transportation Planner

Signed: Mary Zambon

Mary Zambon, Environmental Project Manager

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-
537280-20000-3130500000 ZC50075C Z1530

AUTHORIZATION NUMBER: W.O.#ZC50075C, Task Code Z1530

AMOUNT: \$50.00

DATE: October 2, 2019

AGENCY: Riverside County Transportation Department

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mary Zambon, Environmental Project Manager

Signature: Mary Zambon

PRESENTED BY: Mohamed Eissa

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
Director of Transportation

Transportation Department

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

DATE: October 2, 2019

TO: Kiyomi Moore, ACR Technician III

FROM: *MZambon*
Mary Zambon, Environmental Project Manager

RE: **Clark Street Sidewalk Project**
W.O.#ZC50075C, Task Code #Z1530

The Riverside County Transportation Department is requesting that you post the attached Notice of Exemption per County Implementing Resolution No. 82-213, Division 11, Section 205C. Attached you will find an authorization to bill by journal voucher in the amount of \$50.00 for your posting fee.

After posting, please return the document to Mail Stop #2136, Attention: Mohamed Eissa. If you have any questions, please contact me at (951) 955-1506.

Attachment

cc: file

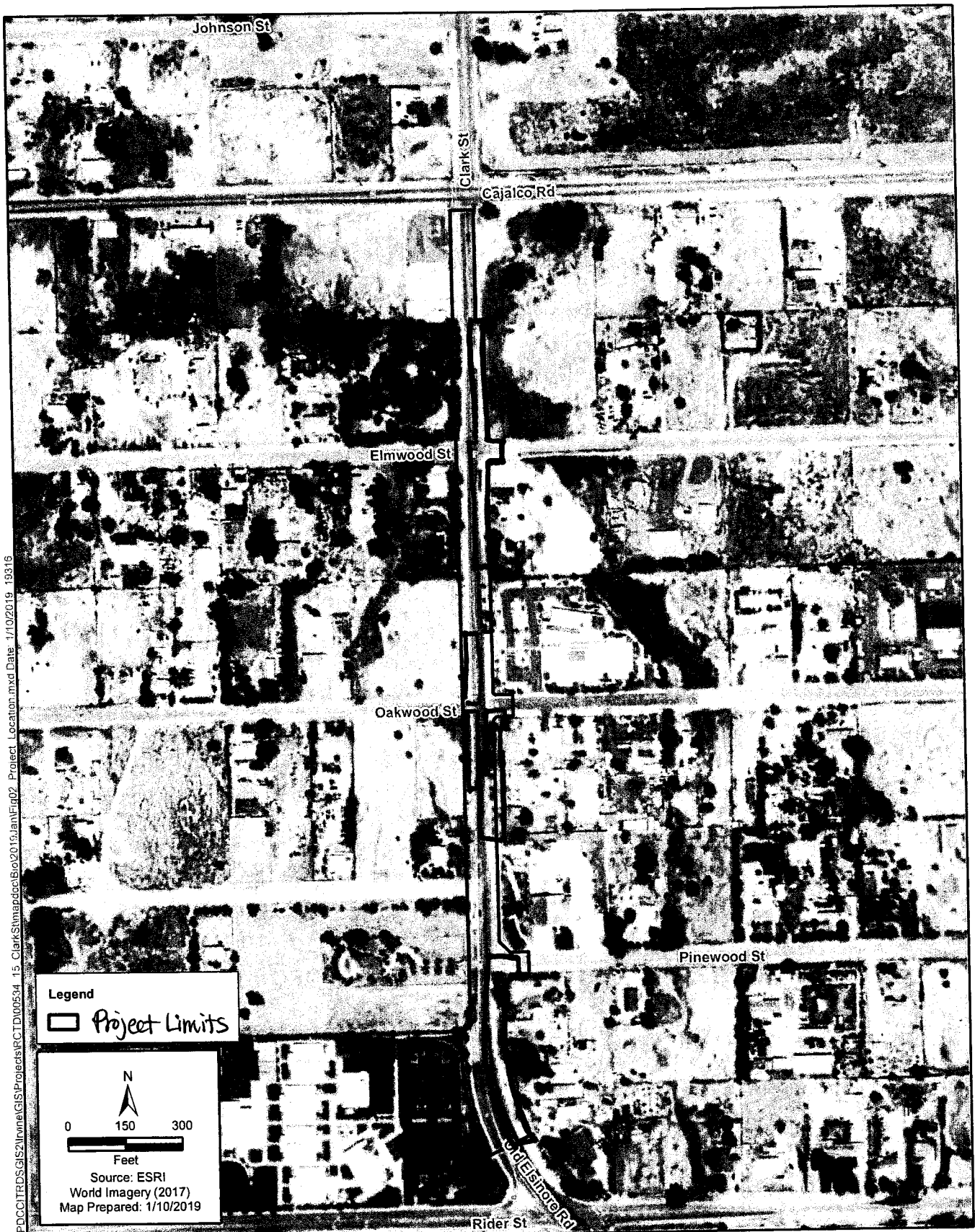


Figure 2
Project Location
Clark Street Sidewalk and Intersection Safety Improvements Project

Riverside County Transportation Department
Summary of Bids

PROJECT: Clark Street Sidewalk Project
 Rider Street to Cajalco Road
 Community of Mead Valley

Advertised: September 17, 2019 (Agenda Item: 3.20)
 Addenda: 1 (10/3/2019), 2 (10/7/2019)
 Bids Open: 2 pm Date: Wednesday, October 9, 2019

Project No. C5-0075, State Project No. A TPL-5956(246)

Company Name	BASE BID SCHEDULE Clark Street Sidewalk Project	ALTERNATIVE BID SCHEDULE 1 Eastern Municipal Water District (EMWD) Facilities Adjustment/Relocation	Project Total
COUNTY'S ESTIMATE	501,140.00	24,000.00	\$525,140.00
1 Hillcrest Contracting	468,984.00	25,990.00	\$494,974.00
2 Onyx Paving Company, Inc.	489,000.00	21,000.00	\$510,000.00
3 DM Contracting, Inc.	496,499.00	15,300.00	\$511,799.00
4 Roadway Engineering	505,738.50	38,700.00	\$544,438.50
5 IVL Contractors, Inc.	540,371.61	6,900.00	\$547,271.61
6 Hardy and Harper, Inc.	566,450.00	23,550.00	\$590,000.00
7 EBS General Engineering, Inc.	577,700.00	56,525.00	\$634,225.00
8 Beador Construction Company	615,595.00	29,705.00	\$645,300.00
9 S&H Civilworks	438,975.00	30,500.00	Non Responsive bid

<i>Average Bid Prices</i>	\$532,542.26	\$27,208.75	\$559,751.01
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**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley**

Advertised: September 17, 2019 (Agenda Item: 3.20)

Addenda: 1 (10/3/2019), 2 (10/7/2019)

Bids Open: 2 pm Date: Wednesday, October 9, 2019

Project No. C5-0075, State Project No. ATPL-5956(246)

BASE BID SCHEDULE - Clark Street Sidewalk Project	COUNTY'S ESTIMATE				Hillcrest Contracting Corona, CA 92878				
	ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	1	5,000.00	5,000.00	3,400.00	3,400.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	1	50,000.00	50,000.00	50,000.00	50,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	1	5,000.00	5,000.00	7,800.00	7,800.00
4	170103	CLEARING AND GRUBBING	LS	1	1	10,000.00	10,000.00	10,000.00	10,000.00
5	066102	DUST ABATEMENT	LS	1	1	5,000.00	5,000.00	5,900.00	5,900.00
6	037300	ALLEY APRON	SQFT	720	720	25.00	18,000.00	11.80	8,496.00
7	190101	ROADWAY EXCAVATION	CY	615	615	50.00	30,750.00	82.00	50,430.00
8	260203	CLASS 2 AGGREGATE BASE	CY	310	310	40.00	12,400.00	108.00	33,480.00
9	390132	HOT MIX ASPHALT (TYPE A)	TON	675	675	85.00	57,375.00	106.00	71,550.00
10	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	5	5	50.00	250.00	237.00	1,185.00
11	475010	RETAINING WALL (MASONRY WALL)	LF	125	125	150.00	18,750.00	210.00	26,250.00
12	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,280	1,280	35.00	44,800.00	29.40	37,632.00
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	910	910	10.00	9,100.00	6.60	6,006.00
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	1	5,000.00	5,000.00	2,650.00	2,650.00
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	1,130	1,130	25.00	28,250.00	11.90	13,447.00
16	017318	MINOR CONCRETE (BUS TURNOUT) (CRS 814)	EA	1	1	5,000.00	5,000.00	8,600.00	8,600.00
17	731521	MINOR CONCRETE (SIDEWALK)	SQFT	7,360	7,360	10.00	73,600.00	6.50	47,840.00
18	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88B]	EA	3	3	5,000.00	15,000.00	1,110.00	3,330.00
19	782120	RELOCATE MAILBOX	EA	3	3	500.00	1,500.00	390.00	1,170.00
20	800400	CHAIN LINK FENCE (TYPE CL-8)	LF	70	70	35.00	2,450.00	68.00	4,760.00
21	803170	REMOVE FENCE	LF	620	620	35.00	21,700.00	8.60	5,332.00
22	810130	REMOVE DELINEATOR	EA	9	9	35.00	315.00	10.50	94.50
23	810160	DELINEATOR (SPECIAL) [TYPE F SURFACE MOUNTED]	EA	10	10	50.00	500.00	45.00	450.00

**Riverside County Transportation Department
Summary of Bids**

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Rider Street to Cajalco Road
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Project No. C5-0075, State Project No. ATPL-5956(246)

1

BASE BID SCHEDULE - Clark Street Sidewalk Project		COUNTY'S ESTIMATE				Hillcrest Contracting Corona, CA 92878		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	440	5.00	2,200.00	3.15	1,386.00
25	820410	SALVAGE ROADSIDE SIGN	EA	5	300.00	1,500.00	26.00	130.00
26	820610	RELOCATE ROADSIDE SIGN	EA	8	1,000.00	8,000.00	79.00	632.00
27	820840	ROADSIDE SIGN - ONE POST	EA	5	1,000.00	5,000.00	260.00	1,300.00
28	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	625	5.00	3,125.00	5.50	3,437.50
29	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,720	0.50	3,360.00	0.79	5,308.80
30	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	4,780	0.50	2,390.00	0.79	3,776.20
31	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	900	3.00	2,700.00	0.79	711.00
32	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00	40,000.00	40,000.00
32.A	800320	CHAIN LINK FENCE (TYPE CL-4)	LF	125	35.00	4,375.00	26.00	3,250.00
32.B	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	250	35.00	8,750.00	37.00	9,250.00
BASE BID SCH. TOTAL ITEMS 1 - 32.B						501,140.00		468,984.00

ALTERNATIVE BID SCHEDULE 1 - Eastern Municipal Water District (EMWD) Facilities Adjustment/Relocation

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
33	031501	RELOCATE WATER METER	EA	2	5,000.00	10,000.00	5,500.00	11,000.00
34	031502	ADJUST WATER METER	EA	3	1,000.00	3,000.00	630.00	1,890.00
35	031503	RELOCATE AIR VENT	EA	2	5,000.00	10,000.00	5,400.00	10,800.00
36	031504	ADJUST MANHOLE	EA	1	1,000.00	1,000.00	2,300.00	2,300.00
ALT. BID SCH. 1 TOTAL ITEMS 33-36						24,000.00		25,990.00

PROJECT TOTAL ITEMS 1 - 36						525,140.00		494,974.00
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**Riverside County Transportation Department
Summary of Bids**

PROJECT: Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley

Project No. C5-0075, State Project No. ATPL-5956(246)

Advertised: September 17, 2019 (Agenda Item: 3.20)
Addenda: 1 (10/3/2019), 2 (10/7/2019)
Bids Open: 2 pm Date: Wednesday, October 9, 2019

BASE BID SCHEDULE - Clark Street Sidewalk Project		2			3		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Onyx Paving Company, Inc. Anaheim, CA 92806	DM Contracting, Inc. Colton, CA 92324	BID ESTIMATE
					BID UNIT PRICE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	1,119.80	2,500.00	2,500.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	27,000.00	11,000.00	11,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	7,500.00	3,800.00	3,800.00
4	170103	CLEARING AND GRUBBING	LS	1	37,000.00	43,792.00	43,792.00
5	066102	DUST ABATEMENT	LS	1	5,000.00	3,000.00	3,000.00
6	037300	ALLEY APRON	SQFT	720	15.00	12.00	8,640.00
7	190101	ROADWAY EXCAVATION	CY	615	42.00	56.00	34,440.00
8	260203	CLASS 2 AGGREGATE BASE	CY	310	45.00	60.10	18,631.00
9	390132	HOT MIX ASPHALT (TYPE A)	TON	675	111.00	100.00	67,500.00
10	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	5	300.00	200.00	1,000.00
11	475010	RETAINING WALL (MASONRY WALL)	LF	125	250.00	293.00	36,625.00
12	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,280	37.00	45.00	57,600.00
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	910	13.00	10.00	9,100.00
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	4,500.00	5,200.00	5,200.00
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	1,130	21.00	12.00	13,560.00
16	017318	MINOR CONCRETE (BUS TURNOUT) (CRS 814)	EA	1	22,000.00	9,600.00	9,600.00
17	731521	MINOR CONCRETE (SIDEWALK)	SQFT	7,360	6.00	10.00	73,600.00
18	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88B]	EA	3	4,500.00	4,500.00	13,500.00
19	782120	RELOCATE MAILBOX	EA	3	500.00	350.00	1,050.00
20	800400	CHAIN LINK FENCE (TYPE CL-8)	LF	70	76.00	90.00	6,300.00
21	803170	REMOVE FENCE	LF	620	10.00	2.00	1,240.00
22	810130	REMOVE DELINEATOR	EA	9	13.00	12.00	108.00
23	810160	DELINEATOR (SPECIAL) [TYPE F SURFACE MOUNTED]	EA	10	66.00	45.00	450.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley**

Advertised: September 17, 2019 (Agenda Item: 3.20)

Addenda: 1 (10/3/2019), 2 (10/7/2019)

Bids Open: 2 pm Date: Wednesday, October 9, 2019

Project No. C5-0075, State Project No. ATPL-5956(246)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	2			3		
				QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	BID ESTIMATE
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	440	3.50	1,540.00	3.15	1,386.00	
25	820410	SALVAGE ROADSIDE SIGN	EA	5	27.00	135.00	27.00	135.00	
26	820610	RELOCATE ROADSIDE SIGN	EA	8	77.00	616.00	79.00	632.00	
27	820840	ROADSIDE SIGN - ONE POST	EA	5	275.00	1,375.00	263.00	1,315.00	
28	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	625	6.00	3,750.00	5.60	3,500.00	
29	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,720	0.77	5,174.40	0.80	5,376.00	
30	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	4,780	0.76	3,632.80	0.80	3,824.00	
31	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	900	1.00	900.00	0.80	720.00	
32	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00	40,000.00	40,000.00	
32.A	800320	CHAIN LINK FENCE (TYPE CL-4)	LF	125	37.00	4,625.00	37.00	4,625.00	
32.B	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	250	42.00	10,500.00	51.00	12,750.00	
BASE BID SCH. TOTAL ITEMS 1 - 32.B						489,000.00		496,499.00	

ALTERNATIVE BID SCHEDULE 1 - Eastern Municipal Water District (EMWD) Facilities Adjustment/Relocation

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
34	031502	ADJUST WATER METER	EA	3	1,000.00	3,000.00	1,600.00	4,800.00
35	031503	RELOCATE AIR VENT	EA	2	4,000.00	8,000.00	2,000.00	4,000.00
36	031504	ADJUST MANHOLE	EA	1	2,000.00	2,000.00	1,500.00	1,500.00
ALT. BID SCH. 1 TOTAL ITEMS 33-36						21,000.00		15,300.00

PROJECT TOTAL ITEMS 1 - 36						510,000.00		511,799.00
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**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley**

Advertised: September 17, 2019 (Agenda Item: 3.20)

Addenda: 1 (10/3/2019), 2 (10/7/2019)

Bids Open: 2 pm Date: Wednesday, October 9, 2019

Project No. C5-0075, State Project No. ATPL-5956(246)

BASE BID SCHEDULE - Clark Street Sidewalk Project ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	4		5	
				BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	2,500.00	2,500.00	3,000.00	3,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	19,200.00	19,200.00	5,000.00	5,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	12,000.00	12,000.00	5,000.00	5,000.00
4	170103	CLEARING AND GRUBBING	LS	10,000.00	10,000.00	30,000.00	30,000.00
5	066102	DUST ABATEMENT	LS	2,000.00	2,000.00	3,000.00	3,000.00
6	037300	ALLEY APRON	SQFT	9.00	6,480.00	18.75	13,500.00
7	190101	ROADWAY EXCAVATION	CY	180.00	110,700.00	35.57	21,875.55
8	260203	CLASS 2 AGGREGATE BASE	CY	101.00	31,310.00	90.65	28,101.50
9	390132	HOT MIX ASPHALT (TYPE A)	TON	82.00	55,350.00	97.78	66,000.00
10	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	150.00	750.00	250.00	1,250.00
11	475010	RETAINING WALL (MASONRY WALL)	LF	250.00	31,250.00	220.00	27,500.00
12	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	38.00	48,640.00	40.00	51,200.00
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	9.00	8,190.00	18.75	17,062.50
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	3,800.00	3,800.00	5,600.00	5,600.00
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	12.00	13,560.00	25.00	28,250.00
16	017318	MINOR CONCRETE (BUS TURNOUT) (CRS 814)	EA	4,500.00	4,500.00	12,000.00	12,000.00
17	731521	MINOR CONCRETE (SIDEWALK)	SQFT	5.00	36,800.00	11.25	82,800.00
18	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88B]	EA	3,800.00	11,400.00	3,000.00	9,000.00
19	782120	RELOCATE MAILBOX	EA	350.00	1,050.00	275.00	825.00
20	800400	CHAIN LINK FENCE (TYPE CL-8)	LF	147.00	10,290.00	258.57	18,100.00
21	803170	REMOVE FENCE	LF	15.50	9,610.00	18.58	11,519.00
22	810130	REMOVE DELINEATOR	EA	11.50	103.50	11.34	102.06
23	810160	DELINEATOR (SPECIAL) [TYPE F SURFACE MOUNTED]	EA	49.00	490.00	62.50	625.00

Roadway Engineering
Fontana, CA 92337

IVL Contractors, Inc.
Riverside, CA 92501

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley**

Advertised: September 17, 2019 (Agenda Item: 3.20)

Addenda: 1 (10/3/2019), 2 (10/7/2019)

Bids Open: 2 pm Date: Wednesday, October 9, 2019

Project No. C5-0075, State Project No. ATPL-5956(246)

BASE BID SCHEDULE - Clark Street Sidewalk Project		4		5				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	440	3.45	1,518.00	4.34	1,908.50
25	820410	SALVAGE ROADSIDE SIGN	EA	5	29.00	145.00	50.00	250.00
26	820610	RELOCATE ROADSIDE SIGN	EA	8	86.00	688.00	281.25	2,250.00
27	820840	ROADSIDE SIGN - ONE POST	EA	5	290.00	1,450.00	562.50	2,812.50
28	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	625	6.00	3,750.00	10.00	6,250.00
29	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,720	0.86	5,779.20	0.75	5,040.00
30	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	4,780	0.86	4,110.80	0.56	2,700.00
31	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	900	0.86	774.00	2.50	2,250.00
32	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00	40,000.00	40,000.00
32.A	800320	CHAIN LINK FENCE (TYPE CL-4)	LF	125	40.40	5,050.00	112.00	14,000.00
32.B	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	250	50.00	12,500.00	86.40	21,600.00
BASE BID SCH. TOTAL ITEMS 1 - 32.B						505,738.50		540,371.61

Roadway Engineering
Fontana, CA 92337

IVL Contractors, Inc.
Riverside, CA 92501

ALTERNATIVE BID SCHEDULE 1 - Eastern Municipal Water District (EMWD) Facilities Adjustment/Relocation

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
33	031501	RELOCATE WATER METER	EA	2	8,300.00	16,600.00	1,500.00	3,000.00
34	031502	ADJUST WATER METER	EA	3	300.00	900.00	300.00	900.00
35	031503	RELOCATE AIR VENT	EA	2	10,000.00	20,000.00	1,000.00	2,000.00
36	031504	ADJUST MANHOLE	EA	1	1,200.00	1,200.00	1,000.00	1,000.00
ALT. BID SCH. 1 TOTAL ITEMS 33-36						38,700.00		6,900.00

**PROJECT TOTAL
ITEMS 1 - 36**

						544,438.50		547,271.61
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**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley**

Advertised: September 17, 2019 (Agenda Item: 3.20)

Addenda: 1 (10/3/2019), 2 (10/7/2019)

Bids Open: 2 pm Date: Wednesday, October 9, 2019

Project No. C5-0075, State Project No. ATPL-5956(246)

BASE BID SCHEDULE - Clark Street Sidewalk Project		6		7		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Hardy and Harper, Inc. Lake Forest, CA 92630	EBS General Engineering, Inc. Corona, CA 92879
					BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	40,000.00	40,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	7,000.00	7,000.00
4	170103	CLEARING AND GRUBBING	LS	1	14,270.00	14,270.00
5	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00
6	037300	ALLEY APRON	SQFT	720	15.00	10,800.00
7	190101	ROADWAY EXCAVATION	CY	615	145.00	89,175.00
8	260203	CLASS 2 AGGREGATE BASE	CY	310	110.00	34,100.00
9	390132	HOT MIX ASPHALT (TYPE A)	TON	675	113.00	76,275.00
10	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	5	300.00	1,500.00
11	475010	RETAINING WALL (MASONRY WALL)	LF	125	250.00	31,250.00
12	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,280	36.00	46,080.00
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	910	11.00	10,010.00
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	4,000.00	4,000.00
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	1,130	15.00	16,950.00
16	017318	MINOR CONCRETE (BUS TURNOUT) (CRS 814)	EA	1	18,000.00	18,000.00
17	731521	MINOR CONCRETE (SIDEWALK)	SQFT	7,360	7.00	51,520.00
18	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88B]	EA	3	4,000.00	12,000.00
19	782120	RELOCATE MAILBOX	EA	3	550.00	1,650.00
20	800400	CHAIN LINK FENCE (TYPE CL-8)	LF	70	155.00	10,850.00
21	803170	REMOVE FENCE	LF	620	11.00	6,820.00
22	810130	REMOVE DELINEATOR	EA	9	20.00	180.00
23	810160	DELINEATOR (SPECIAL) [TYPE F SURFACE MOUNTED]	EA	10	60.00	600.00
					BID UNIT PRICE	BID ESTIMATE
					2,500.00	2,500.00
					19,900.00	19,900.00
					7,370.00	7,370.00
					24,700.00	24,700.00
					2,000.00	2,000.00
					16.00	11,520.00
					142.00	87,330.00
					148.00	45,880.00
					150.00	101,250.00
					1,217.00	6,085.00
					333.00	41,625.00
					24.00	30,720.00
					10.00	9,100.00
					6,344.00	6,344.00
					10.00	11,300.00
					13,000.00	13,000.00
					6.00	44,160.00
					6,344.00	19,032.00
					437.00	1,311.00
					164.00	11,480.00
					11.30	7,006.00
					11.00	99.00
					48.00	480.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley**

Advertised: September 17, 2019 (Agenda Item: 3.20)
Addenda: 1 (10/3/2019), 2 (10/7/2019)
Bids Open: 2 pm Date: Wednesday, October 9, 2019

Project No. C5-0075, State Project No. ATPL-5956(246)

BASE BID SCHEDULE - Clark Street Sidewalk Project		6		7		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Hardy and Harper, Inc. Lake Forest, CA 92630	EBS General Engineering, Inc. Corona, CA 92879
					BID UNIT PRICE	BID ESTIMATE
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	440	5.00	2,200.00
25	820410	SALVAGE ROADSIDE SIGN	EA	5	50.00	250.00
26	820610	RELOCATE ROADSIDE SIGN	EA	8	100.00	800.00
27	820840	ROADSIDE SIGN - ONE POST	EA	5	300.00	1,500.00
28	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	625	6.00	3,750.00
29	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,720	0.80	5,376.00
30	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	4,780	0.80	3,824.00
31	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	900	0.80	720.00
32	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00
32.A	800320	CHAIN LINK FENCE (TYPE CL-4)	LF	125	40.00	5,000.00
32.B	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	250	40.00	10,000.00
BASE BID SCH. TOTAL ITEMS 1 - 32.B						566,450.00

ALTERNATIVE BID SCHEDULE 1 - Eastern Municipal Water District (EMWD) Facilities Adjustment/Relocation

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
33	031501	RELOCATE WATER METER	EA	2	6,000.00	12,000.00	7,500.00	15,000.00
34	031502	ADJUST WATER METER	EA	3	650.00	1,950.00	7,500.00	22,500.00
35	031503	RELOCATE AIR VENT	EA	2	3,800.00	7,600.00	7,500.00	15,000.00
36	031504	ADJUST MANHOLE	EA	1	2,000.00	2,000.00	4,025.00	4,025.00
ALT. BID SCH. 1 TOTAL ITEMS 33-36						23,550.00		56,525.00

PROJECT TOTAL ITEMS 1 - 36		590,000.00	634,225.00
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**Riverside County Transportation Department
Summary of Bids**

PROJECT: Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley

Advertised: September 17, 2019 (Agenda Item: 3.20)

Addenda: 1 (10/3/2019), 2 (10/7/2019)

Bids Open: 2 pm Date: Wednesday, October 9, 2019

Project No. C5-0075, State Project No. ATPL-5956(246)

BASE BID SCHEDULE - Clark Street Sidewalk Project		8			9		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	S&H Civilworks Colton, CA 92324
1	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	3,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	50,000.00	50,000.00	5,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	11,132.00	11,132.00	3,500.00
4	170103	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00	4,500.00
5	066102	DUST ABATEMENT	LS	1	25,000.00	25,000.00	4,500.00
6	037300	ALLEY APRON	SQFT	720	7.50	5,400.00	20.00
7	190101	ROADWAY EXCAVATION	CY	615	100.00	61,500.00	70.00
8	260203	CLASS 2 AGGREGATE BASE	CY	310	125.00	38,750.00	60.00
9	390132	HOT MIX ASPHALT (TYPE A)	TON	675	110.00	74,250.00	98.00
10	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	5	1,500.00	7,500.00	150.00
11	475010	RETAINING WALL (MASONRY WALL)	LF	125	400.00	50,000.00	100.00
12	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,280	40.00	51,200.00	40.00
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	910	20.00	18,200.00	15.00
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	8,500.00	8,500.00	4,000.00
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	1,130	18.00	20,340.00	20.00
16	017318	MINOR CONCRETE (BUS TURNOUT) (CRS 814)	EA	1	17,500.00	17,500.00	10,400.00
17	731521	MINOR CONCRETE (SIDEWALK)	SQFT	7,360	5.00	36,800.00	8.00
18	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88B]	EA	3	10,000.00	30,000.00	4,000.00
19	782120	RELOCATE MAILBOX	EA	3	110.00	330.00	300.00
20	800400	CHAIN LINK FENCE (TYPE CL-8)	LF	70	140.00	9,800.00	30.00
21	803170	REMOVE FENCE	LF	620	15.00	9,300.00	10.00
22	810130	REMOVE DELINEATOR	EA	9	12.00	108.00	15.00
23	810160	DELINEATOR (SPECIAL) [TYPE F SURFACE MOUNTED]	EA	10	55.00	550.00	60.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley

Advertised: September 17, 2019 (Agenda Item: 3.20)

Addenda: 1 (10/3/2019), 2 (10/7/2019)

Bids Open: 2 pm Date: Wednesday, October 9, 2019

Project No. C5-0075, State Project No. ATPL-5956(246)

BASE BID SCHEDULE - Clark Street Sidewalk Project		8			9			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	440	3.50	1,540.00	4.00	1,760.00
25	820410	SALVAGE ROADSIDE SIGN	EA	5	44.00	220.00	100.00	500.00
26	820610	RELOCATE ROADSIDE SIGN	EA	8	85.00	680.00	150.00	1,200.00
27	820840	ROADSIDE SIGN - ONE POST	EA	5	290.00	1,450.00	400.00	2,000.00
28	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	625	5.80	3,625.00	8.00	5,000.00
29	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,720	0.80	5,376.00	1.00	6,720.00
30	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	4,780	0.80	3,824.00	1.00	4,780.00
31	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	900	0.80	720.00	1.00	900.00
32	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00	40,000.00	40,000.00
32-A	800320	CHAIN LINK FENCE (TYPE CL-4)	LF	125	40.00	5,000.00	40.00	5,000.00
32-B	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	250	48.00	12,000.00	50.00	12,500.00
BASE BID SCH. TOTAL ITEMS 1 - 32.B						615,595.00		438,975.00

ALTERNATIVE BID SCHEDULE 1 - Eastern Municipal Water District (EMWD) Facilities Adjustment/Relocation

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
33	031501	RELOCATE WATER METER	EA	2	11,000.00	22,000.00	4,500.00	9,000.00
34	031502	ADJUST WATER METER	EA	3	735.00	2,205.00	3,500.00	10,500.00
35	031503	RELOCATE AIR VENT	EA	2	1,100.00	2,200.00	5,000.00	10,000.00
36	031504	ADJUST MANHOLE	EA	1	3,300.00	3,300.00	1,000.00	1,000.00
ALT. BID SCH. 1 TOTAL ITEMS 33-36						29,705.00		30,500.00

PROJECT TOTAL ITEMS 1 - 36		645,300.00	Non Responsive bid
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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 October 3, 2019

to the
Specifications and Contract Documents
for the construction of

Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley
Project No. C5-0075
State Project No. ATPL-5956(246)

Bids Due: Wednesday, October 9, 2019; 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: Revised Proposal. Refer to "Proposal" pages B2 and B3 of the bid documents. Delete and replace proposal (pages B2 and B3) with "Proposal (Revised)" attached herewith as **Attachment "A"**.

- a. The quantities of the following work items are revised:
 - Item 7, "ROADWAY EXCAVATION"
 - Item 8, "CLASS 2 AGGREGATE BASE"
 - Item 9, "HOT MIX ASPHALT (TYPE A)"
 - Item 12, "MINOR CONCRETE (CURB AND GUTTER) (CRS 200)"
 - Item 17, "MINOR CONCRETE (SIDEWALK)"
 - Item 20, "CHAIN LINK FENCE (TYPE CL-8)"
- b. The quantity and description of the following work item is revised:
 - Item 21, "REMOVE FENCE"

- c. The following work bid items are added:
- Item 32.A, "CHAIN LINK FENCE (TYPE CL-4)"
 - Item 32.B, "CHAIN LINK FENCE (TYPE CL-6)"

Item 2: Clarification, Placement of 8-foot Chain Link Fence

Refer to Section 80-3, Chain Link Fences, on page 47 of the special provisions, and Construction Note 16 in the plans.

The price paid per linear foot for the contract item of work Chain Link Fence (Type CL-8) includes full compensation for placement of 8-foot fence with 2-foot of the fence buried as required in the plans.

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 3: Plan sheets revised. The following three (3) plan sheets are revised by **Attachment "B"** and are made a part hereby:

1. Plan sheet 3 of 7, L-1, Layout
2. Plan sheet 4 of 7, L-2, Layout
3. Plan sheet 6 of 7, PD-1, Pavement Delineation and Sign Plan

Note: All revised plan sheets are posted on the County website and are available for download during the advertisement period.

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

ATTACHMENTS

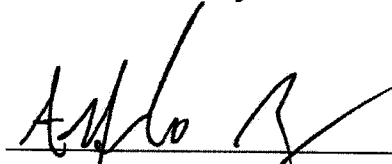
A – Revised Proposal (2 pages)

B – Revised Plan Sheets (3 sheets)

Addendum No. 1
Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley
Project No. C5-0075, State Project No. ATPL-5956(246)
October 3, 2019
Page 3 of 3

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


Recommended by:



Alfredo Martinez, PE
Senior Civil Engineer



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).

**Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley
Project No. C5-0075
State Project No. ATPL-5956(246)**

ISSUED BY ADDENDUM No. 1
ATTACHMENT "A"

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Clark Street Sidewalk Project						
1	100100	DEVELOP WATER SUPPLY	LS	1		
2	120100	TRAFFIC CONTROL SYSTEM	LS	1		
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
4	170103	CLEARING AND GRUBBING	LS	1		
5	066102	DUST ABATEMENT	LS	1		
6	037300	ALLEY APRON	SQFT	720		
7	190101	ROADWAY EXCAVATION	CY	615		
8	260203	CLASS 2 AGGREGATE BASE	CY	310		
9	390132	HOT MIX ASPHALT (TYPE A)	TON	675		
10	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	5		
11	475010	RETAINING WALL (MASONRY WALL)	LF	125		
12	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,280		
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	910		
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1		
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	1,130		
16	017318	MINOR CONCRETE (BUS TURNOUT) (CRS 814)	EA	1		
17	731521	MINOR CONCRETE (SIDEWALK)	SQFT	7,360		
18	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88B]	EA	3		
19	782120	RELOCATE MAILBOX	EA	3		
20	800400	CHAIN LINK FENCE (TYPE CL-8)	LF	70		
21	803170	REMOVE FENCE	LF	620		
22	810130	REMOVE DELINEATOR	EA	9		

Addendum No. 1, Page 4 of 8

REVISED PROPOSAL

ISSUED BY ADDENDUM No. 1
ATTACHMENT "A"

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Clark Street Sidewalk Project (continued)						
23	810160	DELINEATOR (SPECIAL) [TYPE F SURFACE MOUNTED]	EA	10		
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	440		
25	820410	SALVAGE ROADSIDE SIGN	EA	5		
26	820610	RELOCATE ROADSIDE SIGN	EA	8		
27	820840	ROADSIDE SIGN - ONE POST	EA	5		
28	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	625		
29	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,720		
30	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	4,780		
31	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	900		
32	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00
32.A	800320	CHAIN LINK FENCE (TYPE CL-4)	LF	125		
32.B	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	250		

BASE BID TOTAL: _____ \$
ITEMS 1 - 32.B "WORDS"

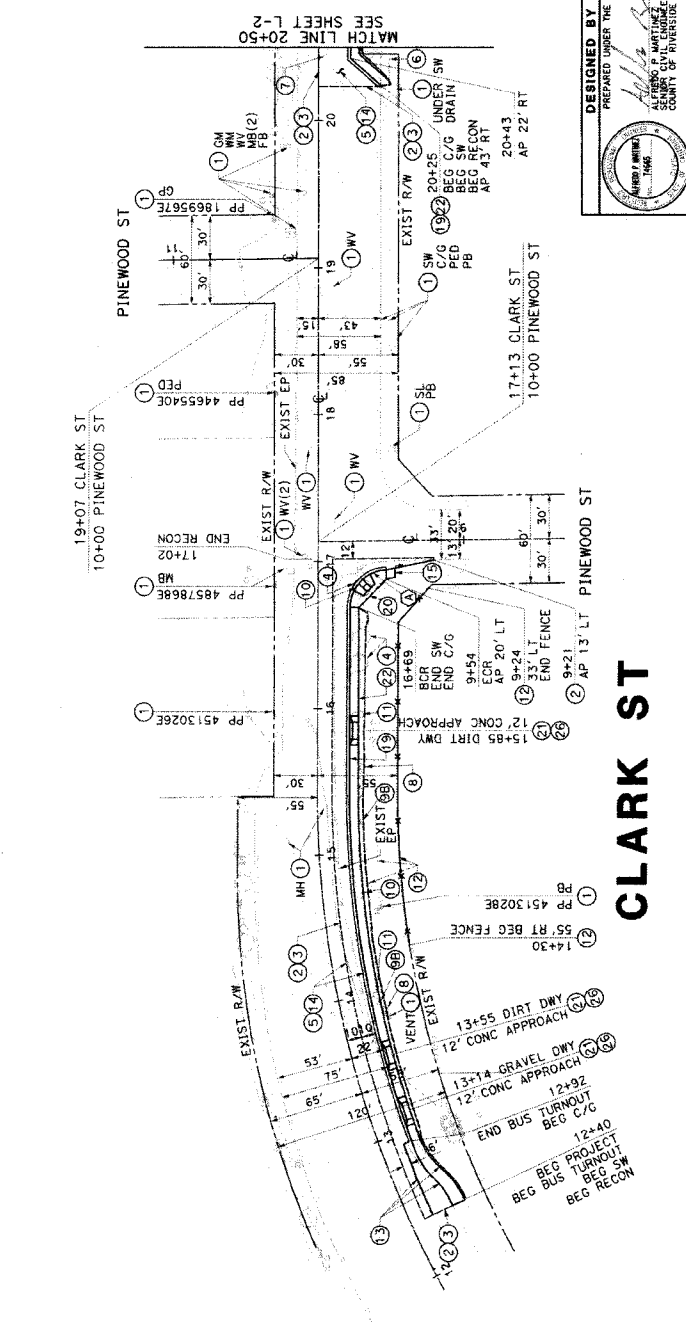
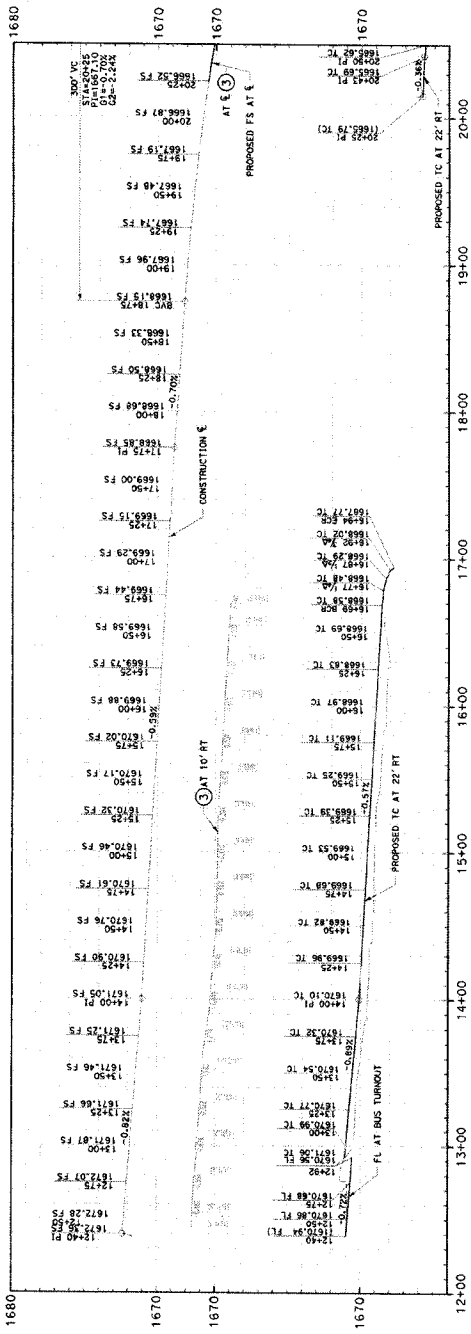
ALTERNATIVE BID SCHEDULE 1 - Eastern Municipal Water District (EMWD) Facilities Adjustment/Relocation

33	031501	RELOCATE WATER METER	EA	2		
34	031502	ADJUST WATER METER	EA	3		
35	031503	RELOCATE AIR VENT	EA	2		
36	031504	ADJUST MANHOLE	EA	1		

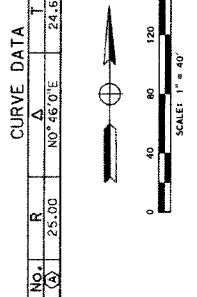
ALT. BID 1 TOTAL: _____ \$
ITEMS 33-36 "WORDS"

PROJECT TOTAL: _____ \$
ITEMS 1 - 36 "WORDS"

Addendum No. 1, Page 5 of 8



- CONSTRUCTION NOTES:**
- PROTECT EXISTING
 - MATCH EXISTING
 - REMOVE TREE
 - REMOVE ASPHALT CONCRETE PAVEMENT, BASE, AND UNDERLAYMENT WITH 10' SIDEWALK CONDITION, GRADE, AND RECOMPACT THE SUBGRADE TO 95%
 - REMOVE SIDEWALK, LANDSCAPE, AND IRRIGATION
 - ADJUST MANHOLE BY EMD
 - RELOCATE/ADJUST GAS METER BY SCG
 - RELOCATE WATER METER BY EMD
 - RELOCATE AIR VENT BY EMD
 - RELOCATE MAILBOX
 - RELOCATE 6' CHAIN LINK FENCE TO RIGHT-OF-WAY WIDTH, PER STD No. 814
 - RECONSTRUCT BUS TURNOUT, MODIFIED 10' SIDEWALK WITH 0.50% MINIMUM SIDEWALK SLOPE, 3/4" MIN. OVER 0.50% SLOPE, AND 12" CONC. APPROACH AS NEEDED
 - PLACE 4" CONC. SHOULDER BACKING AS NEEDED
 - PLACE 4" CONC. SHOULDER BACKING AS NEEDED TO TRANSITION RAMP BACK DOWN TO EXISTING GRADE
 - CONSTRUCT TYPE A-6 CURB AND GUTTER PER STD No. 200
 - CONSTRUCT CURB RETURN PER STD No. 403, CASE A
 - CONSTRUCT DRIVEWAY APPROACH PER STD No. 207
 - CONSTRUCT SIDEWALK PER STD No. 401
 - GRADE EXISTING DIRT / GRAVEL DRIVEWAY TO MATCH FINISHED GRADE



ISSUED BY ADDENDUM NO. 1, ATTACHMENT 'B'

DATE PLOTTED: 10/17/2017

DESIGNED BY: ALFREDO P. MARTINEZ

PREPARED UNDER THE SUPERVISION OF: ALFREDO P. MARTINEZ

DATE: 10/17/2017

SEAL: [Professional Engineer Seal]

CONTRACT NO.: 12+39 TO 20+50

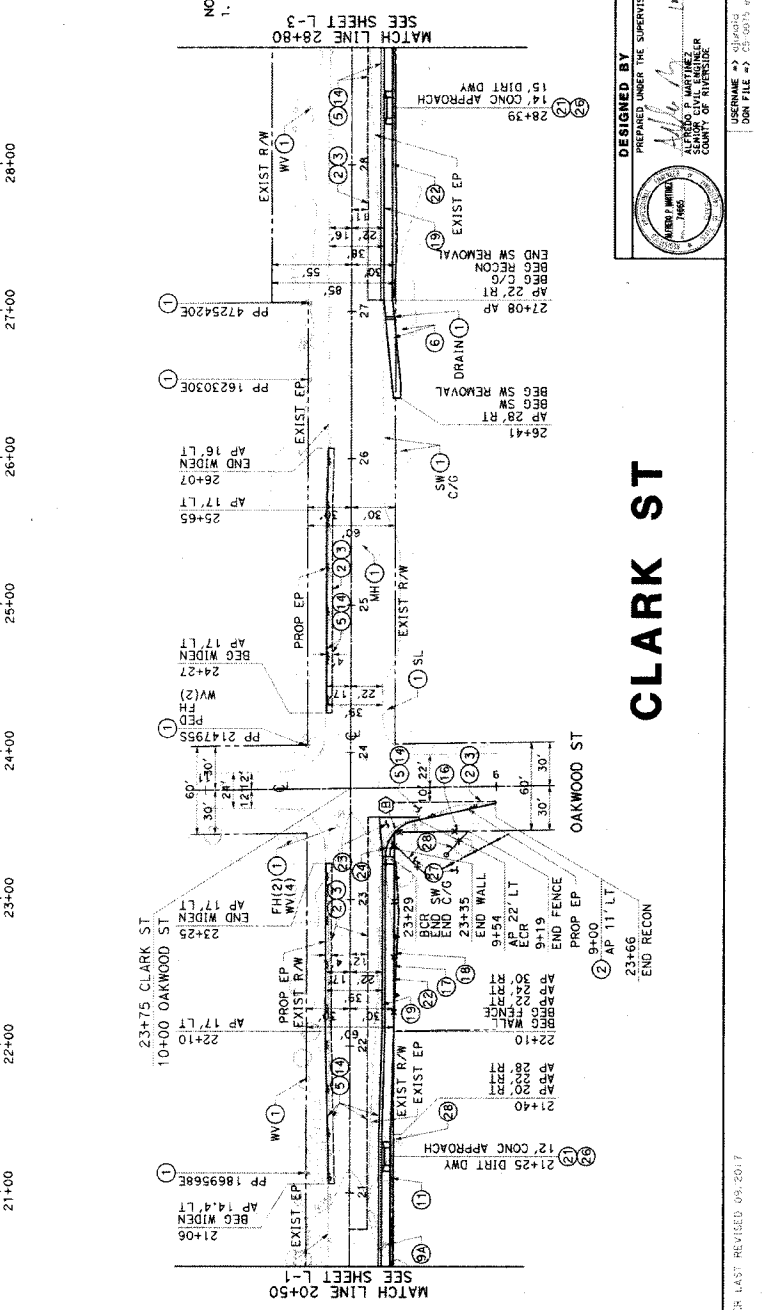
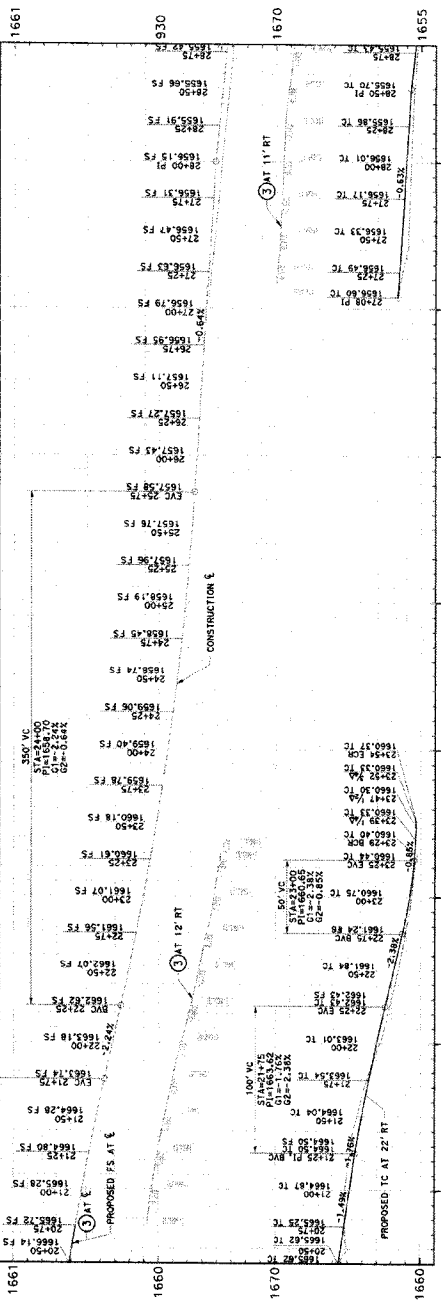
SHEET NO.: L-1

SHEET 3 OF 7

COUNTY FILE NO.: 967-2

USER NAME: [Redacted]

DOB FILE #: [Redacted]



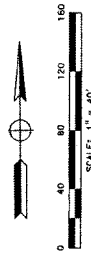
CONSTRUCTION NOTES:

1. PROTECT
2. MATCH EXISTING
3. SAWCUT
4. REMOVE ASPHALT CONCRETE PAVEMENT, BASE, AND UNDERLYING MATERIAL TO A DEPTH OF 1.0'; MOISTURE CONDITION, GRADE, AND RECOMPACT THE SUBGRADE TO 95%.
5. REMOVE SIDEWALK, LANDSCAPE, AND IRRIGATION
6. ADJUST WATER METER BY EMDM
7. RELOCATE MAILBOX
8. PLACE 0.50" HMA PG 64-10, 3/4" MIX OVER 0.50" CLASS II AB; PLACE SHOULDER BACKING AS NEEDED
9. PLACE B' CHAIN LINK FENCE WITH 2' BURIED
10. CONSTRUCT 6 MAX TYPE 2 RETAINING WALL PER COUNTY OF RIVERSIDE BUILDING AND SAFETY DEPARTMENT FORM 284-F25
11. CONSTRUCT CHAIN LINK FENCE ON TOP OF PROPOSED RETAINING WALL AT RIGHT-OF-WAY; REMOVE EXISTING RETAINING WALL AT RIGHT-OF-WAY
12. CONSTRUCT TYPE A-6 CURB AND GUTTER PER STD No. 200
13. CONSTRUCT DRIVEWAY APPROACH PER STD No. 207
14. CONSTRUCT SIDEWALK PER STD No. 401
15. CONSTRUCT SPANDREL AND / OR CROSS GUTTER PER STD No. 209
16. CONSTRUCT CURB RAMP PER CALTRANS STD A88B
17. GRADE EXISTING DIRT / GRAVEL DRIVEWAY TO MATCH FINISHED GRADE
18. GRADE SITE TO DRAIN NORTH EASTERLY AS SHOWN
19. REMOVE EXIST FENCE AND GATE PROVIDE TO OWNER

NOTE:
1. EXISTING FENCE AND GATE TO BE RETURNED TO THE OWNER.

CURVE DATA

No.	R	Δ	L
1	25.00	NO 45.53° E	24.67
2			35.94



CLARK ST

DESIGNED BY: [Signature]

PREPARED UNDER THE SUPERVISION OF: [Signature]

DATE: [Date]

SEAL: [Professional Engineer Seal]

LAYOUT

CLARK STREET SIDEWALK

20+50 TO 28+80

SHEET NO. L-2

SHEET 4 OF 7

COUNTY FILE NO. 967-Z

NO C5-0075

ISSUED BY ADDENDUM NO. 1, ATTACHMENT 'B'

DATE PLOTTED: 16/2/2018

17-01-19



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 October 7, 2019

to the
Specifications and Contract Documents
for the construction of

Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley
Project No. C5-0075
State Project No. ATPL-5956(246)

Bids Due: Wednesday, October 9, 2019; 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 THE PLANS:

Item 1: Replacement of callout note 28 at one location. Refer to plans sheet 4 of 7, L-2, Layout, issued by Addendum No. 1, Attachment B.

Replace callout note No. 28 found at approximately station 21+40 on Clark Street with callout note No. 1 for "PROTECT". Existing fence shall remain protected at this location.

Item 2: Construction Note 12. Refer to plans sheet 3 of 7, L-1, Layout, issued by Addendum No. 1, Attachment B.

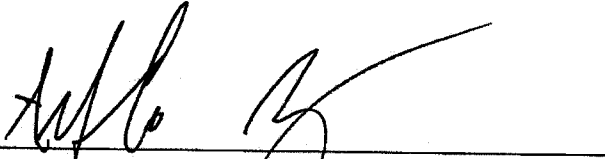
Delete construction note 12, "RELOCATE 6' CHAIN LINK FENCE TO RIGHT-OF-WAY," and replace with:

12 REMOVE EXISTING 6' CHAIN LINK FENCE AND INSTALL NEW 6' CHAIN LINK FENCE AT RIGHT-OF-WAY LINE.

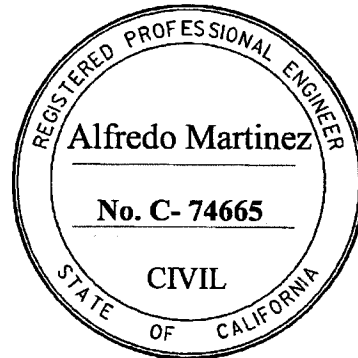
Addendum No. 2, Page 1 of 2

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

Recommended by:



Alfredo Martinez, PE
Senior Civil Engineer



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).

Bid

Date: October 9, 2019

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

Bidder: Hillcrest Contracting, Inc.
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Clark Street Sidewalk Project, Rider Street to Cajalco Road, Community of Mead Valley, Project No. C5-0075, State Project No. ATPL-5956(246) hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) 1, 2, (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.

**Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley
Project No. C5-0075
State Project No. ATPL-5956(246)**

ISSUED BY ADDENDUM No. 1
ATTACHMENT "A"

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Clark Street Sidewalk Project						
1	100100	DEVELOP WATER SUPPLY	LS	1	3,400. ⁰⁰	3,400. ⁰⁰
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	50,000. ⁰⁰	50,000. ⁰⁰
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	7,800. ⁰⁰	7,800. ⁰⁰
4	170103	CLEARING AND GRUBBING	LS	1	10,000. ⁰⁰	10,000. ⁰⁰
5	066102	DUST ABATEMENT	LS	1	5,900. ⁰⁰	5,900. ⁰⁰
6	037300	ALLEY APRON	SQFT	720	11. ⁸⁰	8,496. ⁰⁰
7	190101	ROADWAY EXCAVATION	CY	615	82. ⁰⁰	50,430. ⁰⁰
8	260203	CLASS 2 AGGREGATE BASE	CY	310	108. ⁰⁰	33,480. ⁰⁰
9	390132	HOT MIX ASPHALT (TYPE A)	TON	675	106. ⁰⁰	71,550. ⁰⁰
10	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	5	237. ⁰⁰	1,185. ⁰⁰
11	475010	RETAINING WALL (MASONRY WALL)	LF	125	210. ⁰⁰	26,250. ⁰⁰
12	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,280	29. ⁴⁰	37,632. ⁰⁰
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	910	6. ⁶⁰	6,006. ⁰⁰
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	2,650. ⁰⁰	2,650. ⁰⁰
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	1,130	11. ⁹⁰	13,447. ⁰⁰
16	017318	MINOR CONCRETE (BUS TURNOUT) (CRS 814)	EA	1	8,600. ⁰⁰	8,600. ⁰⁰
17	731521	MINOR CONCRETE (SIDEWALK)	SQFT	7,360	6. ⁵⁰	47,840. ⁰⁰
18	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88B]	EA	3	1,110.⁰⁰ 590. ⁰⁰	3,330.⁰⁰ 1,770. ⁰⁰
19	782120	RELOCATE MAILBOX	EA	3	390. ⁰⁰	1,170. ⁰⁰
20	800400	CHAIN LINK FENCE (TYPE CL-8)	LF	70	68. ⁰⁰	4,760. ⁰⁰
21	803170	REMOVE FENCE	LF	620	8. ⁶⁰	5,332. ⁰⁰
22	810130	REMOVE DELINEATOR	EA	9	10. ⁵⁰	94.⁵⁰ 95. ⁰⁰

REVISED PROPOSAL

ISSUED BY ADDENDUM No. 1
ATTACHMENT "A"

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Clark Street Sidewalk Project (continued)						
23	810160	DELINEATOR (SPECIAL) [TYPE F SURFACE MOUNTED]	EA	10	45. ⁰⁰	450. ⁰⁰
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	440	3.15	1,386. ⁰⁰
25	820410	SALVAGE ROADSIDE SIGN	EA	5	26. ⁰⁰	130. ⁰⁰
26	820610	RELOCATE ROADSIDE SIGN	EA	8	79. ⁰⁰	632. ⁰⁰
27	820840	ROADSIDE SIGN - ONE POST	EA	5	260. ⁰⁰	1,300. ⁰⁰
28	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	625	3,437.50 5. ⁵⁰	3,437. ⁵⁰
29	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,720	0.79	5,308. ⁸⁰
30	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	4,780	0.79	3,776. ²⁰ ELL.
31	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	900	0.79	711. ⁰⁰
32	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00
32.A	800320	CHAIN LINK FENCE (TYPE CL-4)	LF	125	26. ⁰⁰	3,250. ⁰⁰
32.B	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	250	37. ⁰⁰	9,250. ⁰⁰

BASE BID TOTAL: Four hundred Sixty Eight thousand Nine hundred \$ 468,984.⁰⁰
ITEMS 1 - 32.B
"WORDS"
Eighty Four And zero Cents

ALTERNATIVE BID SCHEDULE 1 - Eastern Municipal Water District (EMWD) Facilities Adjusment/Relocation

33	031501	RELOCATE WATER METER	EA	2	5,500. ⁰⁰	11,000. ⁰⁰
34	031502	ADJUST WATER METER	EA	3	630. ⁰⁰	1,890. ⁰⁰
35	031503	RELOCATE AIR VENT	EA	2	5,400. ⁰⁰	10,800. ⁰⁰
36	031504	ADJUST MANHOLE	EA	1	2,300. ⁰⁰	2,300. ⁰⁰

ALT. BID 1 TOTAL: Twenty five thousand Nine hundred Ninety And \$ 25,990.⁰⁰
ITEMS 33-36
"WORDS"
Zero Cents

PROJECT TOTAL: Four hundred Ninety-four thousand Nine hundred \$ 494,974.⁰⁰
ITEMS 1 - 36
"WORDS"
Seventy-four And Zero Cents

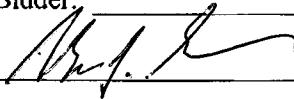
Bidder Data and Signature

Name of Bidder: Hillcrest Contracting, Inc.

Type of organization: Corporation

Person(s) authorized to sign for Bidder: _____

Glenn J. Salsbury, President



Einer G. Lindholm, Vice President/ Secretary/ Treasurer

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: 1467 Circle City Drive
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Corona, California 92879

P.O. Box- Number: P.O. BOX 1898

P.O. Box- City, State, Zip Code: Corona, California 92878-1898

Phone: (951) 273-9600

Facsimile: (951) 273-9608

E-mail: Jason@hillcrestcontracting.com

Contractor's license number: 471664

License Classification(s): A HAZ

Expiration date: April 30, 2021

Department of Industrial Relations Registration Number: 1000006056


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:

**Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley
Project No. C5-0075
State Project No. ATPL-5956(246)**

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): **Glenn J. Salsbury**

Title: **President**
"Contractor"

Subcontractor List

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

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

Name of Bidder (Prime/General Contractor): Hillcrest Contracting, Inc.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	A.M. Construction	922657	1000016439	Garden Grove, CA	33-36	<input type="checkbox"/>
2.	Murk Whitaker Masonry	548179	1000021615	Norco, CA	11	<input checked="" type="checkbox"/>
3.	Cat Tracking INC.	491122	1000011750	Riverside, CA	22-28	<input type="checkbox"/>
4.	Valley Cities Fence	575325		Norco, CA	20, 32A, 32B	<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: 17 %

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

Non-Collusion Declaration

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

The undersigned declares:

I am the President (Title) of Hillcrest Contracting, 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) 9th (Day) of 2019 (Year),

at Corona (City), California (State).

Signature of Declarant: 

Printed name of Declarant: Glenn J. Salsbury

Name of Bidder (Company): Hillcrest Contracting, Inc.

Title or Office: President

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

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Riverside }

On October 9, 2019 before me, A. Gutierrez, notary public,
(Here insert name and title of the officer)

personally appeared Glenn J. Salisbury,
 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]
 Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

 (Title or description of attached document)

 (Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

 (Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



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> Hillcrest Contracting, Inc.		<i>Federal ID Number (or n/a)</i> 33-0084251
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Glenn J. Salsbury, President		
<i>Date Executed</i> October 9, 2019	<i>Executed in</i> Corona, California	

Option #2 – Exemption

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

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

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

Bid Bond

Recitals:

1. HILLCREST CONTRACTING, INC. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Clark Street Sidewalk Project, Rider Street to Cajalco Road, Community of Mead Valley, Project No. CS-0075, State Project No. ATPL-5956(246) 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: OCTOBER 3, 2019

Signatures:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HILLCREST CONTRACTING, INC.

By: *Spencer Flake*
SPENCER FLAKE

By: *Glenn J. Salsbury*
GLENN J. SALSURY-PRESIDENT

Title: Attorney in Fact
"Surety"

Title: "Contractor"

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).

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.

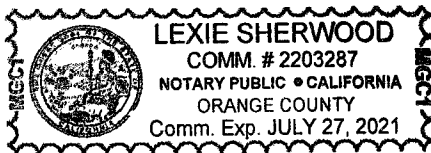
STATE OF CALIFORNIA

County of Orange

On 10-03-19 before me, Lexie Sherwood, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Spencer Flake

Name(s) of Signer(s)



Place Notary Seal Above

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 Lexie Sherwood
Signature of Notary Public Lexie Sherwood

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

COPY

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

COPY

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 October 9, 2019 before me, A. Gutierrez, Notary Public
(Here insert name and title of the officer)

personally appeared Glenn J. Salisbury
 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]
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
 _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



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

COPY

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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, 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 **Charles L. FLAKE, David L. CULBERTSON, Lexie SHERWOOD and Spencer FLAKE, all of Anaheim, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of June, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 7th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, 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, deposeth 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 3rd day of October, 2019.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



COPY

- 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

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

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:	ILLINOIS

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

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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 October 3, 2019

to the
Specifications and Contract Documents
for the construction of

Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley
Project No. C5-0075
State Project No. ATPL-5956(246)

Bids Due: Wednesday, October 9, 2019; 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: Revised Proposal. Refer to "Proposal" pages B2 and B3 of the bid documents. Delete and replace proposal (pages B2 and B3) with "Proposal (Revised)" attached herewith as **Attachment "A"**.

- a. The quantities of the following work items are revised:
 - Item 7, "ROADWAY EXCAVATION"
 - Item 8, "CLASS 2 AGGREGATE BASE"
 - Item 9, "HOT MIX ASPHALT (TYPE A)"
 - Item 12, "MINOR CONCRETE (CURB AND GUTTER) (CRS 200)"
 - Item 17, "MINOR CONCRETE (SIDEWALK)"
 - Item 20, "CHAIN LINK FENCE (TYPE CL-8)"

- b. The quantity and description of the following work item is revised:
 - Item 21, "REMOVE FENCE"

- c. The following work bid items are added:
- Item 32.A, "CHAIN LINK FENCE (TYPE CL-4)"
 - Item 32.B, "CHAIN LINK FENCE (TYPE CL-6)"

Item 2: Clarification, Placement of 8-foot Chain Link Fence

Refer to Section 80-3, Chain Link Fences, on page 47 of the special provisions, and Construction Note 16 in the plans.

The price paid per linear foot for the contract item of work Chain Link Fence (Type CL-8) includes full compensation for placement of 8-foot fence with 2-foot of the fence buried as required in the plans.

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 3: Plan sheets revised. The following three (3) plan sheets are revised by **Attachment "B"** and are made a part hereby:

1. Plan sheet 3 of 7, L-1, Layout
2. Plan sheet 4 of 7, L-2, Layout
3. Plan sheet 6 of 7, PD-1, Pavement Delineation and Sign Plan

Note: All revised plan sheets are posted on the County website and are available for download during the advertisement period.

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

ATTACHMENTS

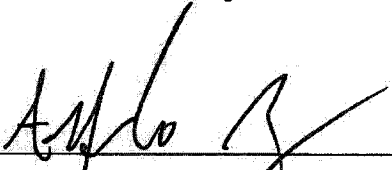
A – Revised Proposal (2 pages)

B – Revised Plan Sheets (3 sheets)

Addendum No. 1
Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley
Project No. C5-0075, State Project No. ATPL-5956(246)
October 3, 2019
Page 3 of 3

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


Recommended by:



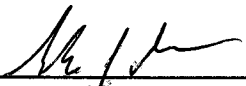
Alfredo Martinez, PE
Senior Civil Engineer



Concurrence:



Khalid Nasim, PE
Engineering Division Manager

Acknowledged:  Date: 10-3-19
(Contractor)
Glenn J. Galsbury

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).



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 October 7, 2019

to the
Specifications and Contract Documents
for the construction of

Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley
Project No. C5-0075
State Project No. ATPL-5956(246)

Bids Due: Wednesday, October 9, 2019; 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 THE PLANS:

Item 1: Replacement of callout note 28 at one location. Refer to plans sheet 4 of 7, L-2, Layout, issued by Addendum No. 1, Attachment B.

Replace callout note No. 28 found at approximately station 21+40 on Clark Street with callout note No. 1 for "PROTECT". Existing fence shall remain protected at this location.


Item 2: Construction Note 12. Refer to plans sheet 3 of 7, L-1, Layout, issued by Addendum No. 1, Attachment B.

Delete construction note 12, "RELOCATE 6' CHAIN LINK FENCE TO RIGHT-OF-WAY," and replace with:

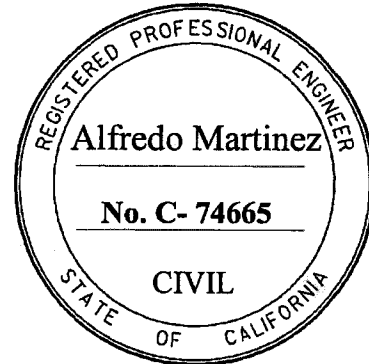
12 REMOVE EXISTING 6' CHAIN LINK FENCE AND INSTALL NEW 6' CHAIN LINK FENCE AT RIGHT-OF-WAY LINE.

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

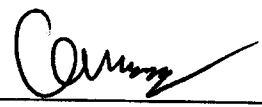
Recommended by:



Alfredo Martinez, PE
Senior Civil Engineer




Concurrence:



Khalid Nasim, PE
Engineering Division Manager

Acknowledged:



(Contractor)
Glenn J. Gatsbury

Date:

10-7-19

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).

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 **Hillcrest Contracting, Inc.**, hereafter called "Contractor".

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Clark Street Sidewalk Project, Rider Street to Cajalco Road, Community of Mead Valley, Project No. C5-0075, State Project No. ATPL-5956(246)**, 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 and 2), (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.

**Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley
Project No. C5-0075
State Project No. ATPL-5956(246)**

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE: Clark Street Sidewalk Project						
1	100100	DEVELOP WATER SUPPLY	LS	1	3,400.00	3,400.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	50,000.00	50,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	7,800.00	7,800.00
4	170103	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00
5	066102	DUST ABATEMENT	LS	1	5,900.00	5,900.00
6	037300	ALLEY APRON	SQFT	720	11.80	8,496.00
7	190101	ROADWAY EXCAVATION	CY	615	82.00	50,430.00
8	260203	CLASS 2 AGGREGATE BASE	CY	310	108.00	33,480.00
9	390132	HOT MIX ASPHALT (TYPE A)	TON	675	106.00	71,550.00
10	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	5	237.00	1,185.00
11	475010	RETAINING WALL (MASONRY WALL)	LF	125	210.00	26,250.00
12	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,280	29.40	37,632.00
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	SQFT	910	6.60	6,006.00
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	2,650.00	2,650.00
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	1,130	11.90	13,447.00
16	017318	MINOR CONCRETE (BUS TURNOUT) (CRS 814)	EA	1	8,600.00	8,600.00
17	731521	MINOR CONCRETE (SIDEWALK)	SQFT	7,360	6.50	47,840.00
18	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD A88B]	EA	3	1,110.00	3,330.00
19	782120	RELOCATE MAILBOX	EA	3	390.00	1,170.00
20	800400	CHAIN LINK FENCE (TYPE CL-8)	LF	70	68.00	4,760.00
21	803170	REMOVE FENCE	LF	620	8.60	5,332.00
22	810130	REMOVE DELINEATOR	EA	9	10.50	94.50
23	810160	DELINEATOR (SPECIAL) [TYPE F SURFACE MOUNTED]	EA	10	45.00	450.00
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	440	3.15	1,386.00
25	820410	SALVAGE ROADSIDE SIGN	EA	5	26.00	130.00

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE: Clark Street Sidewalk Project						
26	820610	RELOCATE ROADSIDE SIGN	EA	8	79.00	632.00
27	820840	ROADSIDE SIGN - ONE POST	EA	5	260.00	1,300.00
28	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	625	5.50	3,437.50
29	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,720	0.79	5,308.80
30	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	4,780	0.79	3,776.20
31	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	900	0.79	711.00
32	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00
32.A	800320	CHAIN LINK FENCE (TYPE CL-4)	LF	125	26.00	3,250.00
32.B	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	250	37.00	9,250.00

BASE BID SCHEDULE: Four hundred sixty eight thousand, nine hundred eighty four dollars and zero cents **\$468,984.00**
 ITEMS 1-32B "WORDS"

ALTERNATIVE BID SCH. 1 - Eastern Municipal Water District (EMWD) Facilities Adjustment/Relocation

33	031501	RELOCATE WATER METER	EA	2	0.00	0.00
34	031502	ADJUST WATER METER	EA	3	0.00	0.00
35	031503	RELOCATE AIR VENT	EA	2	0.00	0.00
36	031504	ADJUST MANHOLE	EA	1	0.00	0.00

ALT. BID SCHEDULE 1: NOT SELECTED FOR AWARD \$ 0.00
 ITEM 33-36 "WORDS"


PROJECT TOTAL: Four hundred sixty eight thousand, nine hundred eighty four dollars and zero cents **\$468,984.00**
 ITEMS 1- 36 "WORDS"

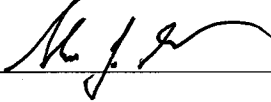
Clark Street Sidewalk Project
Rider Street to Cajalco Road
Community of Mead Valley
Project No. C5-0075
State Project No. ATPL-5956(246)

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

COUNTY OF RIVERSIDE

HILLCREST CONTRACTING, INC.

BY: 

BY: 

KEVIN JEFFRIES Chairman, Board of Supervisors

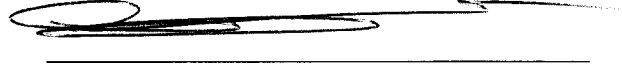
DATED: DEC 17 2019

TITLE: Glenn J. Salsbury-President
(If Corporation, affix Seal)

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board



BY: 

TITLE: Einar G. Lindholm-V.P./Secretary

Deputy

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

License No.: 471664

Federal Employer Identification Number:

33-0084251

Department of Industrial Relations Registration Number:

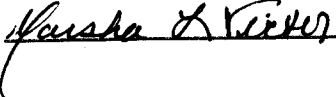
100006056

BY _____

"County"

"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL

BY:  11/27/19
DATE

HILLCREST CONTRACTING

General Engineering Contractors


License #471664A

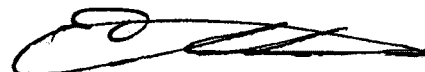
At the Board of Director's meeting held on February 13, 2002 it was determined that the following employees were authorized to sign all binding agreements on behalf of Hillcrest Contracting:

Glenn J. Salsbury

Einer G. Lindholm

Certified as a permanent record:


Glenn J. Salsbury
President


Einer G. Lindholm
Vice President

Performance Bond

Recitals:

1. **Hillcrest Contracting, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Clark Street Sidewalk Project, Rider Street to Cajalco Road, Community of Mead Valley, Project No. C5-0075, State Project No. ATPL-5956(246).
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 \$468,984.00 (Four hundred sixty eight thousand, nine hundred eighty four dollars and zero cents) and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Title _____

Its Attorney in Fact
"Surety"

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are **Hillcrest Contracting, 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 \$ **468,984.00 (Four hundred sixty eight thousand, nine hundred eighty four dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Clark Street Sidewalk Project, Rider Street to Cajalco Road, Community of Mead Valley, Project No. C5-0075, State Project No. ATPL-5956(246)**.

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).

Bond No. 7661997

RIDER

To be attached to and form a part of Performance and Payment Bond, No. 7661997
dated the 1st day of November, 2019 issued by
Fidelity and Deposit Company of Maryland as Surety, on behalf of
Hillcrest Contracting, Inc., as Principal,

in the penal sum of Four Hundred Ninety-Four Thousand Nine Hundred Seventy-Four & NO/100
Dollars (\$ 494,974.00), and in favor of County of Riverside

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

Change the contract amount from: Four Hundred Ninety-Four Thousand Nine Hundred Seventy-Four & NO/100
Dollars (\$497,974.00)

TO: Four Hundred Sixty-Eight Thousand Nine Hundred Eighty-Four & NO/100 (\$468,984.00)

Change premium amount charged from: Three Thousand Two Hundred Nineteen & NO/100 Dollars (\$3,219.00)

TO: Three Thousand Sixty-One & NO/100 Dollars (\$3,061.00)

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 1st day of November, 2019

Signed, sealed and dated this 14th day of November, 2019

ATTEST:

PRINCIPAL

Hillcrest Contracting, Inc.

By 

Glenn J. Salisbury - president

Fidelity and Deposit Company of Maryland

ACCEPTED:

By 

Spencer Flake, Attorney-in-Fact

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.

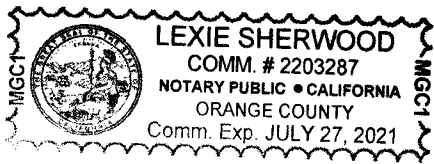
STATE OF CALIFORNIA

County of Orange }

On 11-14-19 before me, Lexie Sherwood, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Spencer Flake

Name(s) of Signer(s)



Place Notary Seal Above

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

Lexie Sherwood
Signature of Notary Public Lexie Sherwood

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Riverside }

On November 19, 2019 before me, A. Gutierrez, Notary Public,
(Here insert name and title of the officer)

personally appeared Glenn J. Salsbury,
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.

A. Gutierrez
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bidders Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

SECRETED A
RECORDED INDEXED
MAY 20 1964
U.S. DEPARTMENT OF JUSTICE



**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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, 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 **Charles L. FLAKE, David L. CULBERTSON, Lexie SHERWOOD and Spencer FLAKE, all of Anaheim, California**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of June, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 7th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, 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 14th day of November, 2019.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Performance Bond

Recitals:

1. **Hillcrest Contracting, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Clark Street Sidewalk Project, Rider Street to Cajalco Road, Community of Mead Valley, Project No. C5-0075, State Project No. ATPL-5956(246).
FIDELITY AND DEPOSIT
2. COMPANY OF MARYLAND, a ILLINOIS corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$494,974.00 (Four hundred ninety four thousand, nine hundred seventy four dollars and zero cents) and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of NOVEMBER 1, 2019

HILLCREST CONTRACTING, INC.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By [Signature]

By [Signature]

By **Gleam J. Salsbury-President**

Type Name SPENCER FLAKE

Its Attorney in Fact
"Surety"

Title president

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

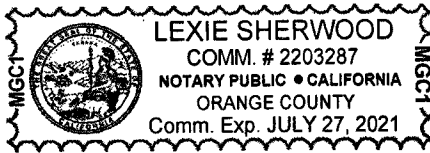
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On 11-01-19 before me, Lexie Sherwood, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Spencer Flake
Name(s) of Signer(s)



Place Notary Seal Above

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 Lexie Sherwood
Signature of Notary Public Lexie Sherwood

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 }

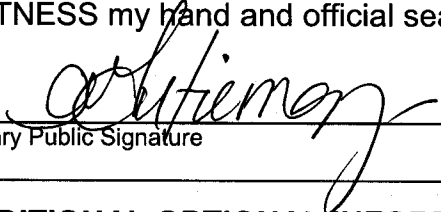
County of Riverside }

On November 1, 2019 before me, A. Gutierrez, Notary Public,
(Here insert name and title of the officer)

personally appeared Glenn J. Salsbury,
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.



Notary Public Signature



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bidders Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.



**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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, 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 **Charles L. FLAKE, David L. CULBERTSON, Lexie SHERWOOD and Spencer FLAKE, all of Anaheim, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of June, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 7th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, 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, deposeth 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 1st day of November, 2019.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



- 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

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

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:	ILLINOIS

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 Hillcrest Contracting, 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 \$ Clark Street Sidewalk Project, Rider Street to Cajalco Road, Community of Mead Valley, Project No. C5-0075, State Project No. ATPL-5956(246), 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 Clark Street Sidewalk Project, Rider Street to Cajalco Road, Community of Mead Valley, Project No. C5-0075, State Project No. ATPL-5956(246).

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: NOVEMBER 1, 2019

HILLCREST CONTRACTING, INC.

Original Contractor - Principal

FIDELITY AND DEPOSIT
COMPANY OF MARYLAND

Surety

By *Glenn J. Salsbury*

By *Spencer Flake*

SPENCER FLAKE
Its Attorney In Fact

Title Glenn J. Salsbury-President

(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).

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 11-01-19 before me, Lexie Sherwood, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Spencer Flake

Name(s) of Signer(s)

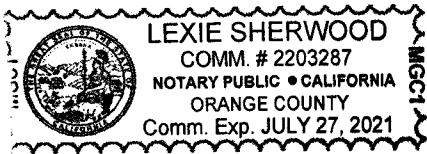
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

Witness my hand and official seal.

Signature

Signature of Notary Public Lexie Sherwood



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

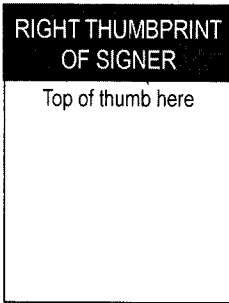
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

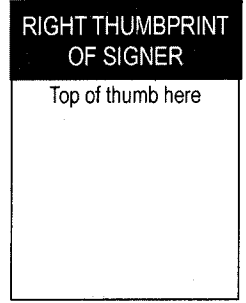
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

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



Signer is Representing: _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Riverside }

On November 1, 2019 before me, A. Gutierrez, Notary Public
(Here insert name and title of the officer)

personally appeared Glenn J. Salsbury,
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.

A. Gutierrez
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bidders Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

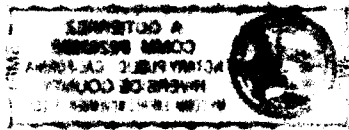
(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



**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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, 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 **Charles L. FLAKE, David L. CULBERTSON, Lexie SHERWOOD and Spencer FLAKE, all of Anaheim, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of June, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 7th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, 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 1st day of November, 2019.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



- 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
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- 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

Melissa DeKoven
 2710 Gateway Oaks Drive, Suite 150N
 Sacramento CA 95833-3505

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:	ILLINOIS

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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

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HILLCREST-

RFINLAYSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2019

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 The Wooditch Company Insurance Services, Inc. 1 Park Plaza, Suite 400 Irvine, CA 92614	CONTACT NAME:	PHONE (A/C, No, Ext): (949) 553-9800	FAX (A/C, No): (949) 553-0670
	E-MAIL ADDRESS:		
INSURED Hillcrest Contracting, Inc. Ros Mar Equipment Co. Inc. 1467 Circle City Drive Corona, CA 92879	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Co.		16535
	INSURER B : Navigators Insurance Company		42307
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: # **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		GLO-0157228-03	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 GG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		BAP-0185046-0			\$ 2,000,000 on) \$ tent) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		<input checked="" type="checkbox"/>	SE19EXC9468!			\$ 1,000,000 \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	WC-0185047-0			TH- R \$ 1,000,000 OYEE \$ 1,000,000 LIMIT \$ 1,000,000

Clerk of the Board

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Re. RE: County Project #CS-0075; State Project #ATPL-5956(246); Clark Str. glai/auai/wcww/umb coverage part/umb dec page/umb sched of undly

The County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives, Eastern Municipal Water District, its elected and appointed officials, employees, agents, and representatives are included as Additional Insureds as respects General Liability, Auto Liability and Excess Liability per attached endorsements.

Waiver of Subrogation for Workers Compensation: See Attached Endorsements.

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



AGENCY CUSTOMER ID: HILLCREST-

RFINLAYSON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED Hillcrest Contracting, Inc. Ros Mar Equipment Co. Inc. 1467 Circle City Drive Corona, CA 92879	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Cancellation:

*Except 10 Days Notice of Cancellation for Non-Payment of Premium.

Should this policy be cancelled before the expiration date, The Wooditch Company will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO-0157228-03	10/01/2019	10/01/2020	10/01/2019			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Hillcrest Contracting, Inc.

Address (including ZIP Code): 1467 Circle City Drive, Corona, CA 92879

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; 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.

All other terms and conditions of this policy remain unchanged.





ZURICH[®]

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0185046-04	10/01/2019	10/01/2020	10/01/2019			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

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

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:



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

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".



K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

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

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any



agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.



U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

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

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Commercial Excess Liability Coverage Part

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

Throughout the policy the words "you" and "your" refer to the Named Insured. The words "we," "us" and "our" refer to the company providing this insurance. The word "insured" means any other person or organization qualifying as such under SECTION II – WHO IS AN INSURED.

Other words and phrases that appear in quotations in this policy have special meanings. Refer to SECTION V - DEFINITIONS.

SECTION I – COVERAGE

1. Insuring Agreement

A. Excess Liability

1. We will pay on behalf of the insured and in excess of "underlying limits" those sums the insured becomes legally obligated to pay as damages for "loss" to which this insurance applies. This insurance applies only if:
 - a. the "loss" is caused by an "event" that takes place in the coverage territory;
 - b. the "loss" occurs during the "policy period;" and
 - c. the "controlling underlying insurance" applies to the "loss."
2. If an aggregate limit of "controlling underlying insurance" is exhausted by the payment of judgments or settlements to which this insurance applies, or would have applied but for the amount of the damages, this insurance will apply in place of the "controlling underlying insurance" until we have paid our applicable Limits of Insurance.
3. When paragraph 2. above applies, ending the "controlling underlying insurance" obligations to investigate and settle claims or defend suits against the insured, we have the right and duty to investigate claims and defend suits which seek damages to which this insurance applies. Our right and duty to defend end when we have paid our applicable Limits of Insurance.
4. When paragraph 2. above does not apply, we have the right, but not the duty, to participate in the investigation or settlement of any claim or the defense of any suit against any insured.
5. We have the right, at our discretion, to settle any claim to which this insurance applies.
6. As respects paragraphs 3. and 4. above, "defense expenses" we incur in the investigation of any claim or defense of any suit will be paid in addition to the Limits of Insurance except when such costs reduce the limits of "controlling underlying insurance," in which case they will reduce our Limits of Insurance.
7. The amount we pay is limited. See SECTION III – LIMITS OF INSURANCE.

Navigators Insurance Company



2. Exclusions

The EXCLUSIONS sections of the "controlling underlying insurance" are made part of this policy. If an inconsistency or contradiction exists between an Exclusion of this policy and an Exclusion of the "controlling underlying insurance" the Exclusion of this policy will apply.

However, in no case will coverage be excluded by the "controlling underlying insurance" and not excluded by this policy.

This insurance does not apply to any liability:

1. to which "controlling underlying insurance" does not apply;
2. for which coverage is provided by "controlling underlying insurance" at limits less than the limits of insurance applicable to other coverage provided by the "controlling underlying insurance" and less than "underlying limits;"
3. for "loss" which commenced prior to this "policy period," whether or not such "loss" continues, progresses, changes or resumes during this "policy period;"
4. for damage to property you own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including the prevention of injury to a person or damage to another's property;
5. for damage to personal property in the care, custody or control of any insured;
6. arising out of any "aircraft products;"
7. arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of "asbestos;"
8. arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of "fungi" or bacteria;
9. arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of "silica" or "silica related dust;"
10. arising out of any "employment practices" of any insured;
11. arising out of:
 - a. war, including undeclared or civil war;
 - b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
12. imposed under:
 - a. an uninsured or underinsured motorist, uninsured or underinsured boater, Medical Payments, Personal Injury Protection, No-Fault or any similar law;
 - b. a workers compensation, disability benefits, unemployment compensation or any similar law;
 - c. the Employee Retirement Income Security Act of 1974, any amendments thereto or any similar law.

Navigators Insurance Company



SECTION II – WHO IS AN INSURED

The WHO IS AN INSURED section of the “controlling underlying insurance” is made part of this policy. Any person or organization that is an insured in “controlling underlying insurance” is an insured in this policy to the same extent.

SECTION III – LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, claims made or suits brought, or persons or organizations making claims or bringing suits.

1. The General Aggregate Limit is the most we will pay for the sum of all damages to which this insurance applies, except:
 - a. damages because of bodily injury or property damage included within any applicable products-completed operations hazard; or
 - b. damages arising out of the ownership, operation, maintenance or use of an automobile;
2. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages included within any applicable products-completed operations hazard;
3. Subject to paragraphs 1. and 2. above, the Each Event Limit is the most we will pay for all damages that arise out of any one “event.”

SECTION IV – CONDITIONS

The CONDITIONS sections of the “controlling underlying insurance” are made part of this policy. If an inconsistency or contradiction exists between the Conditions of this policy and the Conditions of the “controlling underlying insurance,” the Conditions of this policy will apply.

1. Appeals
At our discretion we may appeal any judgment which would result in a payment under this policy. When we do appeal, we will pay all costs associated with the appeal in addition to the Limits of Insurance. Any such appeal will not increase our Limits of Insurance.
2. Bankruptcy or Insolvency
Bankruptcy or insolvency of the insured or the insured’s estate will not relieve us of our obligations under this policy. Bankruptcy or insolvency of any company providing “controlling underlying insurance” will not reduce the “underlying limits” or increase our obligations under this policy. We will not be required to drop down or replace “controlling underlying insurance.”
3. Cancellation
 - a. The first Named Insured may cancel this policy at any time by providing us advanced written notice of the cancellation date.
 - b. We may cancel this policy at any time by providing the first Named Insured written notice of cancellation:
 - i. at least 10 days in advance if we cancel for non-payment of premium; or
 - ii. at least 30 days in advance if we cancel for any other reason:

Navigators Insurance Company



- c. If the "controlling underlying insurance" is cancelled for any reason, this policy is also cancelled. Reinstatement of the "controlling underlying insurance" does not reinstate this policy unless reinstatement is endorsed hereon.

Return premium, if any, will be calculated per Condition 11. Premium. Proof of mailing will be proof of notice.

4. Non-Renewal

- a. We are not obligated to renew this policy. However, should we decide not to renew, we will provide the first Named Insured written notice of our decision at least 30 days prior to the expiration date shown in the Declarations.
- b. We will not restrict the terms or increase premium of this policy at renewal unless we have given the first Named Insured at least 30 days advanced notice of any such changes. However, no notice will be provided or required if a restriction in this policy results from a restriction applicable to "controlling underlying insurance."
- c. The first Named Insured may non-renew this policy by:
 - i. providing advance written notice to us;
 - ii. rejecting our offer to renew; or
 - iii. failing to reply to our offer to renew.

Proof of mailing will be proof of notice.

5. Changes

This policy contains all of the agreements between you and us. This policy may only be changed by endorsements we issue.

6. Duties When There is an "Event," Claim or Suit

- a. You must see to it that we and any other insurers who could provide coverage are notified as soon as practicable of any "event" which may be reasonably expected to result in a claim under this policy. To the extent possible, notice should include:
 - i. how, when and where the "event" took place;
 - ii. the names and addresses of any injured persons and witnesses; and
 - iii. the nature and location of any injury or damage arising out of the "event."
- b. If a claim is made or suit is brought against any insured which may be reasonably expected to result in a claim under this policy, you must:
 - i. immediately record the specifics of the claim or suit and the date received; and
 - ii. notify us, and any other insurers who could provide coverage, as soon as practicable.
- c. You and any other involved insured must:
 - i. immediately send us, and any other insurers who could provide coverage, copies of any demands, notices, summonses or legal papers received in connection with a claim or suit which may be reasonably expected to result in a claim under this policy;
 - ii. authorize us to obtain records and other information;
 - iii. cooperate with us in the investigation or settlement of the claim, issues relating to coverage under this policy or defense against the suit; and
 - iv. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the injury or damage to which this insurance may apply.

Navigators Insurance Company



- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than first aid, without our consent.

Notice to us may be sent to our address shown in the Declarations.

7. Legal Action Against Us

No person or organization has a right under this insurance:

- a. to join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. to sue us on this insurance unless all of its terms have been fully complied with.

8. Maintenance of Controlling Underlying Insurance

During the "policy period" you must maintain "controlling underlying insurance" with "underlying limits" at least equal to the amounts shown in the Declarations. The "underlying limits" must be unimpaired at the beginning of this "policy period." If you fail to maintain the "controlling underlying insurance" this policy will be invalid. If you fail to maintain "underlying limits," we will only be liable to the extent we would have been liable had you maintained the "underlying limits." Reduction of "underlying limits" by the payment of judgments or settlements for "loss" to which this insurance applies, or would have applied but for the amount of the damages, will not be considered a failure to maintain "underlying limits."

9. Other Insurance

This insurance is excess over any insurance available to the insured except insurance purchased specifically to apply in excess of this policy.

10. Payment of Damages

When the amount of damages payable under this policy has been determined by final judgment or a written settlement agreement between the claimant and us, we will pay that amount, up to our applicable Limits of Insurance, after the "controlling underlying insurance" or the insured has paid the full amount of the "underlying limits."

11. Premium

The Premium shown in the Declarations is the premium for the coverage we provide for the "policy period." The first Named Insured is responsible for the payment of all premiums under this policy. If this policy is cancelled prior to its expiration date return premium will be calculated as follows:

- a. if cancelled by us:
[[Premium] - (Minimum Earned Premium)] x (Pro Rata factor)]
- b. if cancelled by you:
[[Premium] - (Minimum Earned Premium)] x [(Pro Rata factor) x (.90)].

12. Separation of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. as if each Named Insured were the only Named Insured; and
- b. separately to each insured against whom claim is made or suit is brought.

13. Transfer of Rights of Recovery Against Others

If an insured has rights to recover all or part of any payment we have made under this insurance, the insured must preserve those rights and, at our request, pursue or transfer those rights to us. The insured must do nothing after an "event" to impair them.

Navigators Insurance Company



14. Reformation of Underlying

If the "controlling underlying insurance" is reformed after an "event" to provide coverage for a "loss," the terms of such reformation do not apply to this policy.

15. When we Defend

When we have a duty to defend an insured, the insured will cooperate with us in the transfer of the defense to counsel of our choosing. If the law of the governing jurisdiction permits an insured to select their own counsel to be paid for by us, we shall only be liable for the reasonable and necessary defense costs of one law firm per insured at rates customarily paid by us for the defense of similar claims in the jurisdiction where the claim is pending.

16. Claims outside the U.S.A, it's Territories, Possessions or Canada

When we have the duty to defend an insured and are prevented by law or otherwise from doing so, we will reimburse the insured for any reasonable and necessary expenses incurred in the defense of a suit to which this insurance applies.

If the insured becomes legally obligated to pay damages to which this insurance applies and we are prevented by law from paying such damages on behalf of the insured, we will reimburse the insured, in U.S currency at the prevailing exchange rate at the time the damages were paid, for such damages.

SECTION V – DEFINITIONS

The DEFINITIONS sections of the "controlling underlying insurance" are made part of this policy, and apply to words or phrases used in this policy provided always that words or phrases in quotations in this policy will have the meaning given them in this policy.

"Aircraft products" means:

- a. an aircraft;
- b. ground control or support equipment; or
- c. any article, component or device made, sold, licensed, handled or distributed by any insured that is used to achieve, control or maintain flight or landing of an aircraft.

"Asbestos" means the mineral in any form.

"Controlling underlying insurance" means the policy listed in the Schedule of Underlying Insurance shown in the Declarations, or its renewal or replacement, which applies to the "loss," or would have applied but for:

- a. an exclusion in that policy; or
- b. the exhaustion or erosion of an aggregate limit of insurance;

If more than one policy is listed in the Schedule, the "controlling underlying insurance" is the policy which applies to the "loss" or would have applied but for the reasons a. or b. listed above.

"Defense expenses" means expenses we incur to investigate a claim or defend a suit. Defense expenses include interest which accrues on our portion of a judgment, after entry of that judgment and after the insured or any underlying insurer has paid the full amount of their portion of the judgment but before we have paid, offered to pay or deposited in the court the part of the judgment that is within our applicable Limits of Insurance.

"Employment practices" means:

Navigators Insurance Company



- a. dismissal, discharge or termination of employment, whether actual, constructive or retaliatory;
- b. failure or refusal to hire or promote;
- c. discipline, demotion, coercion or retaliatory treatment;
- d. failure to grant tenure;
- e. negligent employment evaluation;
- f. sexual or other workplace harassment, including quid pro quo and hostile work environment;
- g. employment discrimination;
- h. invasion of privacy, violation of employment related civil rights, employment related libel, slander or defamation;
- i. creating or enforcing or failing to create or enforce employment related policies or procedures; or
- j. actual or alleged violations of the Family and Medical Leave Act of 1993 or its amendments.

"Event" means an accident, incident, occurrence, offense, wrongful act or other "loss" causing "event" defined by and to which the "controlling underlying insurance" applies.

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. But "fungi" does not include mushrooms cultivated for human consumption.

"Loss" means bodily injury, property damage, personal and advertising injury or other loss defined by and to which the "controlling underlying insurance" applies.

"Policy period" means the period of time between the effective date shown in the Declarations and the earlier of the expiration date shown in the Declarations or the expiration date shown in an endorsement to this policy.

"Silica" means silicon dioxide, occurring in crystalline, amorphous or impure forms, silica particles, silica dust or silica compounds.

"Silica related dust" means a mixture or combination of silica and other dust particles.

"Underlying limits" means the amounts shown in the Declarations as the minimum limits of insurance to be provided by "controlling underlying insurance."

In Witness Whereof, the issuing Company has caused this policy to be signed officially below, and countersigned on the Declarations page by a duly authorized representative of said Company.



Stanley A. Galanski
President



Jeff L. Saunders
Vice President

Navigators Insurance Company



Commercial Navigators Excess Declarations
NAV-EXC-DEC (4/10)



Policy Number: SE19EXC946895IV
Producer Number: WORL0351
Renewal

Insuring Company: Navigators Insurance Company
One Penn Plaza
New York, NY 10119

Producer: Worldwide Facilities, LLC
450 Sansome St Ste 1000
San Francisco, CA 94111-3319

1. Named Insured: Hillcrest Contracting, Inc.
Address: 1467 Circle City Drive
Corona, CA 92879

Business Type: Corporation

2. Policy Period: From: 10/01/2019 to 10/01/2020
(At 12:01 a.m. standard time at your mailing address shown above.)

3. Limits of Insurance

Each Occurrence or Event	\$7,000,000
General Aggregate	\$7,000,000
Products-Completed Operations Aggregate	\$7,000,000

4. Underlying Insurance:

See AMENDMENT - SCHEDULE OF UNDERLYING attached

6. Endorsements Attached to this Policy at Inception

CALIFORNIA COMPLAINT NOTICE
Commercial Excess Liability Declarations
Commercial Excess Liability Coverage Part
California Changes
CLAIM REPORTING PROCEDURES
OFAC Endorsement
Residential Work Exclusion

CA NOTICE (10/16)
NAV-EXC-DEC (04/10)
NAV-EXC-001 (04/10)
NAV-ECD-200-CA (04/10)
NAV-PHN-200 (04/17)
NAV-ML-002 (11/12)
NAV-EXC-306 (10/14)

Exclusion - Cyber Injury
Exclusion - Wrap-Ups and Project Policies
NON-ACCUMULATING LIMITS OF INSURANCE
Exclusion- Condominium or Townhouse
Exclusion - Rejected Coverage
Exclusion - Exterior Insulation and Finish System
Nuclear Energy Liability Exclusion
Amendment - Schedule of Underlying
Exclusion of Certified Acts of Terrorism

NAV-EXC-5041 (01/15)
NAV-EXC-354 (01/15)
NAV-ECD-6032 (09/13)
NAV-EXC-327 (10/09)
NAV-EXC-321 (07/09)
NAV-EXC-311 (07/09)
NAV-EXC-302 (07/09)
NAV-ECD-104 (02/11)
NAV-EXC-401 (02/15)

Signed at: _____

by  _____

This day of: _____

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - SCHEDULE OF UNDERLYING

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART
 COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Item 4. of the Declarations is amended as follows:

The following is Added Amended Deleted

4. Underlying Insurance:

Coverage/Carrier/Policy Number	Policy Term	Limits
Auto Liability Zurich American Insurance Company BAP 0185046-04	10/1/2019 to 10/1/2020	\$2,000,000 Combined Single Limit
General Liability Zurich American Insurance Company GLO 0157228-03	<input checked="" type="radio"/> Occurrence <input type="radio"/> Claims Made 10/1/2019 to 10/1/2020	\$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury-any one person or organization <input checked="" type="checkbox"/> Per Project <input type="checkbox"/> Per Location \$2,000,000 General Aggregate \$2,000,000 Product/CompOps Aggregate
Employers Liability Zurich American Insurance Company WC 0185047-04	10/1/2019 to 10/1/2020	\$1,000,000 BI by Accident - Each Accident \$1,000,000 BI by Disease - Each Employee \$1,000,000 BI by Disease - Policy Limit



Employee Benefits Liability
Zurich American Insurance Company
GLO 0157228-03

Occurrence Claims Made
Retroactive Date: 10/1/2016
10/1/2019 to 10/1/2020

\$1,000,000 Each Employee
\$1,000,000 Aggregate

All other terms of the policy remain unchanged.





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- Quarterly Statements

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- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

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- View Financial Disclaimer

COMPANY PROFILE

Company Information

ZURICH AMERICAN INSURANCE COMPANY
1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-936-5873

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
 2710 Gateway Oaks Drive, Suite 150N
 Sacramento CA 95833-3505

Reference Information

NAIC #:	16535
California Company ID #:	4581-5
Date Authorized in California:	01/01/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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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
- 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

NAVIGATORS INSURANCE COMPANY

**400 ATLANTIC STREET
STAMFORD, CT 06901**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	42307
California Company ID #:	3119-5
Date Authorized in California:	10/22/1987
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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NAIC Group List

NAIC Group #: 0091 HARTFORD FIRE & CAS 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
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY

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