

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



**ITEM: 3.42
(ID # 17891)**

MEETING DATE:

Tuesday, January 11, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve Addenda to the Plans and Specifications, Accept the Low Bid and Award the Contract for the Construction of the Cabazon Sidewalks Project in the Cabazon area. District 5. [\$506,344 Total Cost - State Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve two addenda to the plans and specifications issued prior to the November 3, 2021, bid opening;
2. Waive any and all immaterial irregularities and accept the low bid of LC Paving & Sealing, Inc. of Escondido, California in the amount of \$506,344;
3. Award the contract to LC Paving & Sealing, Inc. and authorize the Chair of the Board to execute the contract documents; and
4. Approve the project proposed budget as shown on Attachment "A".

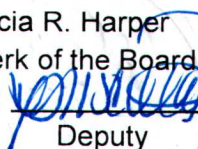
ACTION:Policy


Mark Lancaster, Director of Transportation 12/9/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries seconded by Supervisor Spiegel 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: January 11, 2022
xc: Trans.

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	\$ 506,344	\$ 0	\$ 506,344	\$ 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: 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated September 28, 2021 (Agenda Item 3.20), the County of Riverside (County) Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Cabazon Sidewalks Project.

The proposed project will construct various segments of sidewalk along the east side of Broadway Street between Carmen Avenue and a point 325 feet south of Main Street; and along the south side of Carmen Avenue between Almond Street and just west of Cabazon Street in the Cabazon area of Riverside County.

The purpose of this project is to provide a safer pedestrian route to travel to and from the Cabazon Elementary School.

Broadway Street and Carmen Avenue are two-lane roadways with existing dirt shoulders. Cabazon Elementary School is located on Carmen Avenue approximately 1/8 of a mile east of Broadway Street. The project will improve pedestrian safety by providing sidewalks and paved shoulder along the major routes to Cabazon Elementary School.

The scope of work includes constructing approximately 3,380 linear feet of concrete sidewalk including curb and gutter, driveway approaches, Americans with Disabilities Act (ADA) compliant curb ramps, fence installation, placing of roadside signs, traffic striping, thermoplastic pavement markings, minor widening of the roadway to accommodate the new sidewalk and other associated work. The roadway widening will consist of removing portions of existing roadway and placing hot mix asphalt over aggregate base material.

During the advertisement period, 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 all issued addenda on their contractor's Bid in order to be considered for award.

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

The addenda were issued to clarify and modify the approved contract documents. The addenda are attached and designated as Addendum No. 1 and Addendum No. 2.

The contract includes the following schedule of work:

Base Bid Schedule: Cabazon Sidewalks Project and associated work

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

Project No. C8-0065
State Project No. ATPSB1L-5956(266)

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 Cabazon Elementary School.

The work is scheduled to begin early 2022 and will take approximately three months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

Construction is expected to be completed in FY 2021/22 and will be funded with Active Transportation Plan (ATP) - State funds for which the Transportation Department successfully competed.

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

Twelve bids were received on Wednesday November 3, 2021 ranging from \$506,344 to \$933,300. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by LC Paving & Sealing, Inc. in the amount of \$506,344 which is \$72,703 (12.6%) below the Engineer's Estimate of \$579,047.

The Transportation Department recommends the award of the contract to LC Paving & Sealing, Inc. in the amount of \$506,344.

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

ATTACHMENTS:

Vicinity Map

Attachment "A"

Summary of Bids

Addendum No. 1 and Addendum No. 2

Contract/Bonds/Insurance

Contractor's Bid Proposal



Jason Farin, Principal Management Analyst

1/4/2022

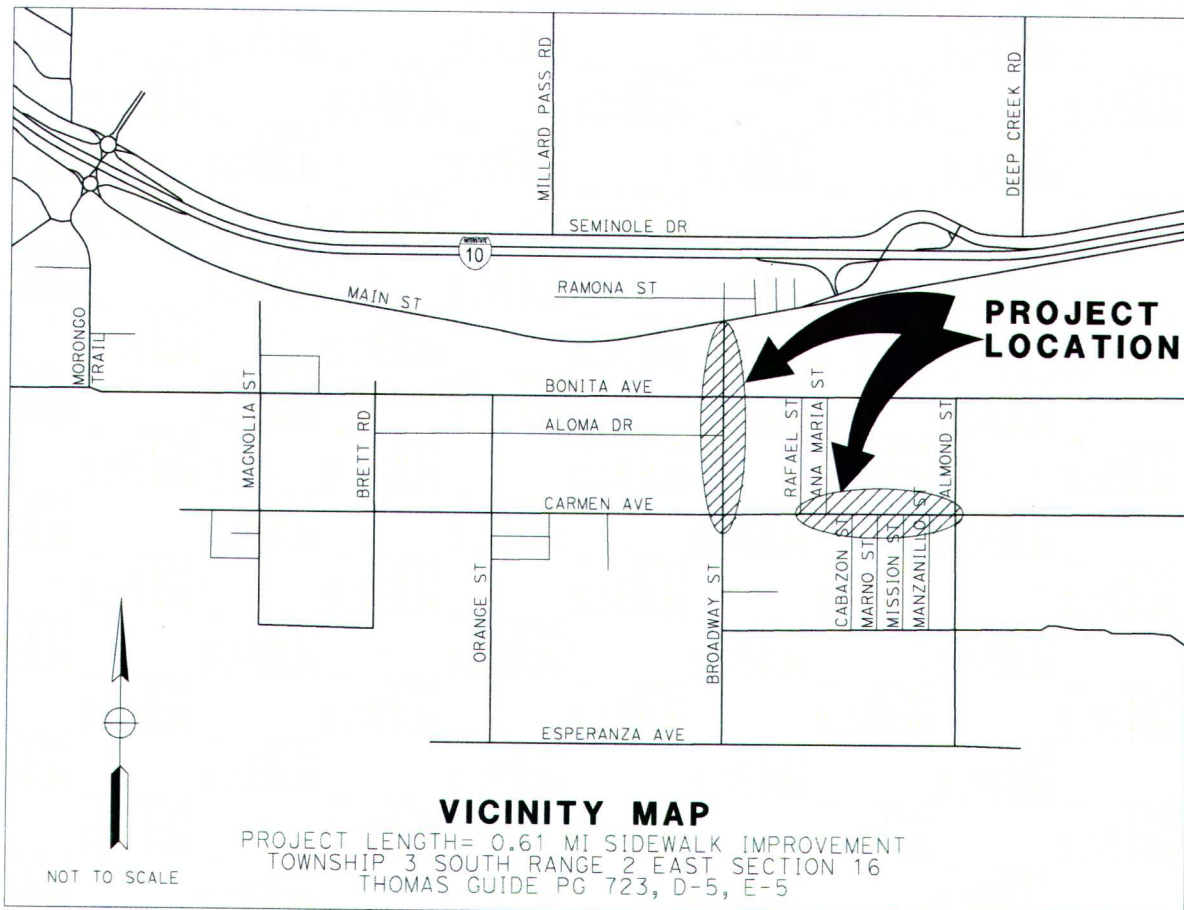
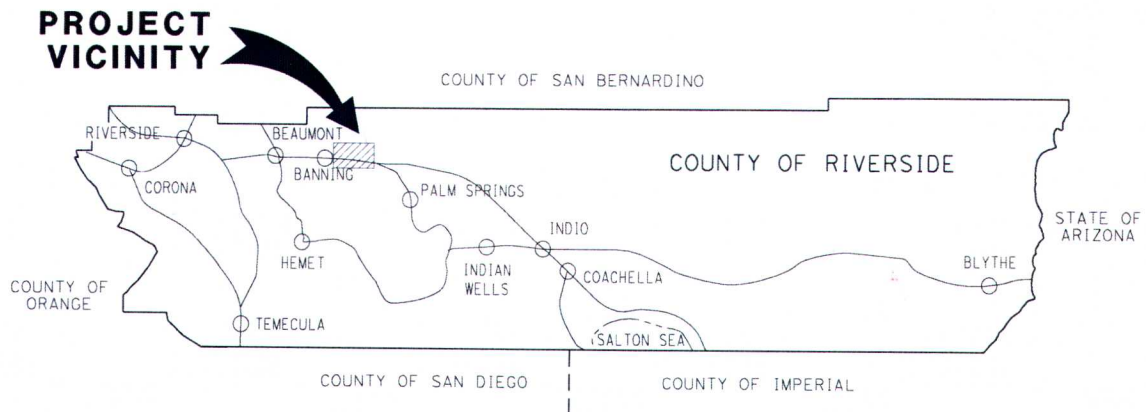


Gregory V. Priamos, Director County Counsel

12/16/2021

**COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT**

**CABAZON SIDEWALKS PROJECT
BROADWAY STREET AND CARMEN AVENUE
IN THE CABAZON AREA
PROJECT No. C8-0065
STATE PROJECT No. ATPSB1L-5956(266)**



Attachment "A"

Riverside County Transportation Department

Project: **Cabazon Sidewalk Project : Broadway Street and Carmen Avenue**

Project No.(s): **C8-0065**

Project Costs and Budget

Updated: 12/1/2021

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	120,540		120,540	105,000	121,000
Environmental	1,119		1,119	1,000	2,000
Design	272,513	487	273,000	213,000	273,000
Right-of-way	137,696	15,000	152,696	160,000	153,000
Utilities					
Construction		506,344			
Construction Contingency 10%		50,634	556,978	638,000	557,000
Construction Engineering & Inspection 20%	3,544	97,725	101,269	100,000	102,000
Construction Survey 10%		50,634	50,634	50,000	51,000
Totals:	535,412	720,825	1,256,237	1,267,000	1,259,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
221	Gas Tax/HUTA	181,000	359,000
256	Active Transportation Plan (ATP) - State	1,070,000	900,000
Totals:		1,251,000	1,259,000

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By: Susan Vombaur

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area**

Advertised: September 28, 2021 (Agenda Item: 3.20)

Addenda: 1 (10/20/2021), 2 (10/25/2021)

Bids Open: 2 pm Date: Wednesday, November 3, 2021

Project No. C8-0065

State Project No. ATPSB1L-5956(266)

	Company Name	BASE BID SCHEDULE CABAZON SIDEWALKS PROJECT	Project Total
	COUNTY'S ESTIMATE	579,047.50	\$579,047.50
1	LC Paving & Sealing	506,344.22	\$506,344.22
2	IE General Engineering Inc.	508,502.50	\$508,502.50
3	Onyx Paving Company, Inc.	536,999.80	\$536,999.80
4	Hardy & Harper, Inc.	560,000.00	\$560,000.00
5	S&H Civilworks	565,052.00	\$565,052.00
6	All American Asphalt	599,500.00	\$599,500.00
7	Granite Construction Company	633,137.00	\$633,137.00
8	EBS General Engineering, Inc.	642,612.40	\$642,612.40
9	Roadway Engineering & Contracting Inc.	698,799.60	\$698,799.60
10	Horizons Construction. Co. Int'l, Inc.	735,437.00	\$735,437.00
11	CT&T Concrete Paving Inc.	906,013.60	\$906,013.60
12	Los Angeles Engineering, Inc.	933,300.00	\$933,300.00
	<i>Average Bid Prices</i>	\$652,141.51	\$652,141.51

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Project No. C8-0065

State Project No. ATPSB1L-5956(266)

BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT					COUNTY'S ESTIMATE		LC Paving & Sealing Escondido, CA 92029	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	015602	FUNDING AWARENESS SIGN	EA	2	1,100.00	2,200.00	814.92	1,629.84
2	066102	DUST ABATEMENT	LS	1	10,000.00	10,000.00	14,530.97	14,530.97
3	100100	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00	10,024.01	10,024.01
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00	16,722.03	16,722.03
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	5,175.23	5,175.23
6	160101	CLEARING AND GRUBBING	LS	1	13,500.00	13,500.00	8,305.56	8,305.56
7	190101(F)	ROADWAY EXCAVATION	CY	410	40.00	16,400.00	78.72	32,275.20
8	035701	HEADER BOARD	LF	1,360	15.00	20,400.00	12.27	16,687.20
9	260203	CLASS 2 AGGREGATE BASE	CY	280	42.00	11,760.00	69.85	19,558.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	390	95.00	37,050.00	102.03	39,791.70
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	130	35.00	4,550.00	72.50	9,425.00
12	394090	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	76	225.00	17,100.00	74.00	5,624.00
13	017304	MINOR CONCRETE (6" CURB AND GUTTER) (CRS 200)	LF	1,380	45.00	62,100.00	30.27	41,772.60
14	017305	MINOR CONCRETE (8" CURB AND GUTTER) (CRS 201)	LF	2,000	50.00	100,000.00	30.06	60,120.00
15	017307	MINOR CONCRETE (TYPE "C" CURB)(CRS 202)	LF	50	45.00	2,250.00	44.89	2,244.50
16	017310	MINOR CONCRETE (RESIDENTIAL DRIVEWAY APPROACH) (CRS 207)	SQFT	1,320	12.00	15,840.00	10.62	14,018.40
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	2	2,600.00	5,200.00	4,917.95	9,835.90
18	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	10	2,600.00	26,000.00	3,551.50	35,515.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area

Advertised: September 28, 2021 (Agenda Item: 3.20)

Addenda: 1 (10/20/2021), 2 (10/25/2021)

Bids Open: 2 pm Date: Wednesday, November 3, 2021

Project No. C8-0065

State Project No. ATPSB1L-5956(266)

BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT (continued)					COUNTY'S ESTIMATE		LC Paving & Sealing Escondido, CA 92029	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
19	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 4" THICK	SQFT	14,460	9.00	130,140.00	5.20	75,192.00
20	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 6" THICK	SQFT	270	10.00	2,700.00	9.55	2,578.50
21	037301	MINOR CONCRETE (WARNING AND DROP DOWN CURB)	CY	31	500.00	15,500.00	540.59	16,758.29
22	800701	WOOD FENCE, 6' HIGH	LF	110	6.00	660.00	49.53	5,448.30
23	038001	AJDUST GATE	LS	1	1,000.00	1,000.00	1,907.03	1,907.03
24	820590	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	250.00	2,750.00	238.06	2,618.66
25	820840	ROADSIDE SIGN - ONE POST	EA	5	350.00	1,750.00	427.44	2,137.20
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	290	6.00	1,740.00	6.50	1,885.00
27	840515	YELLOW THERMOPLASTIC PAVEMENT MARKING	SQFT	640	6.00	3,840.00	6.82	4,364.80
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,840	0.75	2,130.00	1.35	3,834.00
29	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	330	1.25	412.50	2.17	716.10
30	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	60	1.25	75.00	10.82	649.20
31	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	45,000.00	45,000.00	45,000.00	45,000.00
PROJECT TOTAL ITEMS 1 - 31					579,047.50		506,344.22	

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Project No. C8-0065

State Project No. ATPSB1L-5956(266)

BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT					2 IE General Engineering Inc. Beaumont, CA 92223		3 Onyx Paving Company, Inc. Anaheim, CA 92806	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	015602	FUNDING AWARENESS SIGN	EA	2	1,150.00	2,300.00	1,200.00	2,400.00
2	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
3	100100	DEVELOP WATER SUPPLY	LS	1	4,500.00	4,500.00	5,000.00	5,000.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00	27,000.00	27,000.00
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	5,132.00	5,132.00
6	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	69,000.00	69,000.00
7	190101(F)	ROADWAY EXCAVATION	CY	410	70.00	28,700.00	69.00	28,290.00
8	035701	HEADER BOARD	LF	1,360	20.00	27,200.00	7.00	9,520.00
9	260203	CLASS 2 AGGREGATE BASE	CY	280	80.00	22,400.00	55.00	15,400.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	390	120.00	46,800.00	123.00	47,970.00
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	130	45.00	5,850.00	24.00	3,120.00
12	394090	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	76	65.00	4,940.00	66.00	5,016.00
13	017304	MINOR CONCRETE (6" CURB AND GUTTER) (CRS 200)	LF	1,380	30.00	41,400.00	27.00	37,260.00
14	017305	MINOR CONCRETE (8" CURB AND GUTTER) (CRS 201)	LF	2,000	30.00	60,000.00	29.00	58,000.00
15	017307	MINOR CONCRETE (TYPE "C" CURB)(CRS 202)	LF	50	30.00	1,500.00	27.00	1,350.00
16	017310	MINOR CONCRETE (RESIDENTIAL DRIVEWAY APPROACH) (CRS 207)	SQFT	1,320	7.50	9,900.00	8.00	10,560.00
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	2	5,000.00	10,000.00	3,000.00	6,000.00
18	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	10	4,000.00	40,000.00	3,000.00	30,000.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area**

Advertised: September 28, 2021 (Agenda Item: 3.20)
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Project No. C8-0065
State Project No. ATPSB1L-5956(266)

BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT (continued)					2 IE General Engineering Inc. Beaumont, CA 92223		3 Onyx Paving Company, Inc. Anaheim, CA 92806	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
19	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 4" THICK	SQFT	14,460	5.00	72,300.00	5.50	79,530.00
20	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 6" THICK	SQFT	270	6.50	1,755.00	8.00	2,160.00
21	037301	MINOR CONCRETE (WARNING AND DROP DOWN CURB)	CY	31	800.00	24,800.00	555.00	17,205.00
22	800701	WOOD FENCE, 6' HIGH	LF	110	175.00	19,250.00	100.00	11,000.00
23	038001	AJDUST GATE	LS	1	500.00	500.00	3,700.00	3,700.00
24	820590	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	125.00	1,375.00	200.00	2,200.00
25	820840	ROADSIDE SIGN - ONE POST	EA	5	350.00	1,750.00	300.00	1,500.00
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	290	8.25	2,392.50	6.00	1,740.00
27	840515	YELLOW THERMOPLASTIC PAVEMENT MARKING	SQFT	640	4.00	2,560.00	6.00	3,840.00
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,840	1.50	4,260.00	0.27	766.80
29	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	330	5.00	1,650.00	6.00	1,980.00
30	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	60	7.00	420.00	6.00	360.00
31	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	45,000.00	45,000.00	45,000.00	45,000.00
PROJECT TOTAL ITEMS 1 - 31					508,502.50		536,999.80	

**Riverside County Transportation Department
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BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT					4 Hardy & Harper, Inc. Lake Forest, CA 92630		5 S&H Civilworks Colton, CA 92324	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	015602	FUNDING AWARENESS SIGN	EA	2	1,600.00	3,200.00	2,500.00	5,000.00
2	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	2,500.00	2,500.00
3	100100	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00	2,500.00	2,500.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00	5,000.00	5,000.00
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
6	160101	CLEARING AND GRUBBING	LS	1	14,558.00	14,558.00	5,000.00	5,000.00
7	190101(F)	ROADWAY EXCAVATION	CY	410	120.00	49,200.00	40.00	16,400.00
8	035701	HEADER BOARD	LF	1,360	14.00	19,040.00	5.00	6,800.00
9	260203	CLASS 2 AGGREGATE BASE	CY	280	125.00	35,000.00	50.00	14,000.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	390	150.00	58,500.00	110.00	42,900.00
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	130	15.00	1,950.00	40.00	5,200.00
12	394090	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	76	40.00	3,040.00	72.00	5,472.00
13	017304	MINOR CONCRETE (6" CURB AND GUTTER) (CRS 200)	LF	1,380	29.00	40,020.00	45.00	62,100.00
14	017305	MINOR CONCRETE (8" CURB AND GUTTER) (CRS 201)	LF	2,000	32.00	64,000.00	45.00	90,000.00
15	017307	MINOR CONCRETE (TYPE "C" CURB)(CRS 202)	LF	50	50.00	2,500.00	45.00	2,250.00
16	017310	MINOR CONCRETE (RESIDENTIAL DRIVEWAY APPROACH) (CRS 207)	SQFT	1,320	10.00	13,200.00	20.00	26,400.00
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21	037301	MINOR CONCRETE (WARNING AND DROP DOWN CURB)	CY	31	500.00	15,500.00	800.00	24,800.00
22	800701	WOOD FENCE, 6' HIGH	LF	110	115.00	12,650.00	75.00	8,250.00
23	038001	AJDUST GATE	LS	1	500.00	500.00	2,500.00	2,500.00
24	820590	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	200.00	2,200.00	500.00	5,500.00
25	820840	ROADSIDE SIGN - ONE POST	EA	5	300.00	1,500.00	500.00	2,500.00
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	290	6.00	1,740.00	5.00	1,450.00
27	840515	YELLOW THERMOPLASTIC PAVEMENT MARKING	SQFT	640	6.00	3,840.00	5.00	3,200.00
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,840	0.30	852.00	2.00	5,680.00
29	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	330	5.00	1,650.00	4.00	1,320.00
30	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	60	6.00	360.00	10.00	600.00
31	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	45,000.00	45,000.00	45,000.00	45,000.00
PROJECT TOTAL ITEMS 1 - 31					560,000.00		565,052.00	

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area**

Advertised: September 28, 2021 (Agenda Item: 3.20)
Addenda: 1 (10/20/2021), 2 (10/25/2021)
Bids Open: 2 pm Date: Wednesday, November 3, 2021

Project No. C8-0065
State Project No. ATPSB1L-5956(266)

BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT					6 All American Asphalt Corona, CA 92879		7 Granite Construction Company Indio, CA 92203	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	015602	FUNDING AWARENESS SIGN	EA	2	1,500.00	3,000.00	500.00	1,000.00
2	066102	DUST ABATEMENT	LS	1	7,861.00	7,861.00	11,764.50	11,764.50
3	100100	DEVELOP WATER SUPPLY	LS	1	2,115.00	2,115.00	2,000.00	2,000.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	36,660.00	36,660.00	20,000.00	20,000.00
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	3,965.00	3,965.00	5,000.00	5,000.00
6	160101	CLEARING AND GRUBBING	LS	1	12,500.00	12,500.00	13,500.00	13,500.00
7	190101(F)	ROADWAY EXCAVATION	CY	410	105.00	43,050.00	225.00	92,250.00
8	035701	HEADER BOARD	LF	1,360	22.00	29,920.00	11.00	14,960.00
9	260203	CLASS 2 AGGREGATE BASE	CY	280	143.00	40,040.00	130.00	36,400.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	390	150.50	58,695.00	143.00	55,770.00
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	130	32.00	4,160.00	40.00	5,200.00
12	394090	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	76	62.00	4,712.00	32.00	2,432.00
13	017304	MINOR CONCRETE (6" CURB AND GUTTER) (CRS 200)	LF	1,380	25.45	35,121.00	26.00	35,880.00
14	017305	MINOR CONCRETE (8" CURB AND GUTTER) (CRS 201)	LF	2,000	26.89	53,780.00	28.00	56,000.00
15	017307	MINOR CONCRETE (TYPE "C" CURB)(CRS 202)	LF	50	29.88	1,494.00	20.00	1,000.00
16	017310	MINOR CONCRETE (RESIDENTIAL DRIVEWAY APPROACH) (CRS 207)	SQFT	1,320	10.25	13,530.00	11.00	14,520.00
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	2	4,400.00	8,800.00	7,100.00	14,200.00
18	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	10	3,900.00	39,000.00	2,800.00	28,000.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area

Advertised: September 28, 2021 (Agenda Item: 3.20)

Addenda: 1 (10/20/2021), 2 (10/25/2021)

Bids Open: 2 pm Date: Wednesday, November 3, 2021

Project No. C8-0065

State Project No. ATPSB1L-5956(266)

BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT (continued)					6 All American Asphalt Corona, CA 92879		7 Granite Construction Company Indio, CA 92203	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
19	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 4" THICK	SQFT	14,460	6.25	90,375.00	7.00	101,220.00
20	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 6" THICK	SQFT	270	18.50	4,995.00	10.00	2,700.00
21	037301	MINOR CONCRETE (WARNING AND DROP DOWN CURB)	CY	31	850.00	26,350.00	1,500.00	46,500.00
22	800701	WOOD FENCE, 6' HIGH	LF	110	153.00	16,830.00	135.00	14,850.00
23	038001	AJDUST GATE	LS	1	5,000.00	5,000.00	2,500.00	2,500.00
24	820590	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	116.00	1,276.00	110.00	1,210.00
25	820840	ROADSIDE SIGN - ONE POST	EA	5	312.00	1,560.00	275.00	1,375.00
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	290	8.00	2,320.00	5.75	1,667.50
27	840515	YELLOW THERMOPLASTIC PAVEMENT MARKING	SQFT	640	3.15	2,016.00	3.00	1,920.00
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,840	1.00	2,840.00	0.95	2,698.00
29	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	330	6.50	2,145.00	4.00	1,320.00
30	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	60	6.50	390.00	5.00	300.00
31	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	45,000.00	45,000.00	45,000.00	45,000.00
PROJECT TOTAL ITEMS 1 - 31					599,500.00		633,137.00	

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area**

Advertised: September 28, 2021 (Agenda Item: 3.20)

Addenda: 1 (10/20/2021), 2 (10/25/2021)

Bids Open: 2 pm Date: Wednesday, November 3, 2021

Project No. C8-0065

State Project No. ATPSB1L-5956(266)

BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT					8 EBS General Engineering, Inc. Corona, CA 92879		9 Roadway Engineering & Contracting Inc. Fontana, CA 92337	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	015602	FUNDING AWARENESS SIGN	EA	2	1,470.00	2,940.00	900.00	1,800.00
2	066102	DUST ABATEMENT	LS	1	6,665.00	6,665.00	8,700.00	8,700.00
3	100100	DEVELOP WATER SUPPLY	LS	1	7,650.00	7,650.00	2,300.00	2,300.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	33,530.00	33,530.00	8,500.00	8,500.00
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	6,025.00	6,025.00	14,300.00	14,300.00
6	160101	CLEARING AND GRUBBING	LS	1	28,630.00	28,630.00	48,000.00	48,000.00
7	190101(F)	ROADWAY EXCAVATION	CY	410	283.00	116,030.00	235.00	96,350.00
8	035701	HEADER BOARD	LF	1,360	6.00	8,160.00	8.40	11,424.00
9	260203	CLASS 2 AGGREGATE BASE	CY	280	61.80	17,304.00	145.00	40,600.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	390	136.20	53,118.00	190.00	74,100.00
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	130	49.00	6,370.00	28.00	3,640.00
12	394090	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	76	76.00	5,776.00	63.00	4,788.00
13	017304	MINOR CONCRETE (6" CURB AND GUTTER) (CRS 200)	LF	1,380	23.00	31,740.00	36.00	49,680.00
14	017305	MINOR CONCRETE (8" CURB AND GUTTER) (CRS 201)	LF	2,000	24.00	48,000.00	38.00	76,000.00
15	017307	MINOR CONCRETE (TYPE "C" CURB)(CRS 202)	LF	50	31.00	1,550.00	35.00	1,750.00
16	017310	MINOR CONCRETE (RESIDENTIAL DRIVEWAY APPROACH) (CRS 207)	SQFT	1,320	17.50	23,100.00	8.00	10,560.00
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	2	5,250.00	10,500.00	4,500.00	9,000.00
18	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	10	4,195.00	41,950.00	4,500.00	45,000.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area

Advertised: September 28, 2021 (Agenda Item: 3.20)
Addenda: 1 (10/20/2021), 2 (10/25/2021)
Bids Open: 2 pm Date: Wednesday, November 3, 2021

Project No. C8-0065
State Project No. ATPSB1L-5956(266)

BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT (continued)					8 EBS General Engineering, Inc. Corona, CA 92879		9 Roadway Engineering & Contracting Inc. Fontana, CA 92337	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
19	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 4" THICK	SQFT	14,460	6.50	93,990.00	6.00	86,760.00
20	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 6" THICK	SQFT	270	9.80	2,646.00	8.00	2,160.00
21	037301	MINOR CONCRETE (WARNING AND DROP DOWN CURB)	CY	31	502.00	15,562.00	710.00	22,010.00
22	800701	WOOD FENCE, 6' HIGH	LF	110	166.75	18,342.50	167.00	18,370.00
23	038001	AJDUST GATE	LS	1	5,405.00	5,405.00	5,400.00	5,400.00
24	820590	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	201.25	2,213.75	200.00	2,200.00
25	820840	ROADSIDE SIGN - ONE POST	EA	5	316.25	1,581.25	316.00	1,580.00
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	290	6.61	1,916.90	6.60	1,914.00
27	840515	YELLOW THERMOPLASTIC PAVEMENT MARKING	SQFT	640	6.61	4,230.40	6.60	4,224.00
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,840	0.29	823.60	0.29	823.60
29	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	330	4.60	1,518.00	4.60	1,518.00
30	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	60	5.75	345.00	5.80	348.00
31	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	45,000.00	45,000.00	45,000.00	45,000.00
PROJECT TOTAL ITEMS 1 - 31					642,612.40		698,799.60	

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area

Advertised: September 28, 2021 (Agenda Item: 3.20)
Addenda: 1 (10/20/2021), 2 (10/25/2021)
Bids Open: 2 pm Date: Wednesday, November 3, 2021

Project No. C8-0065
State Project No. ATPSB1L-5956(266)

BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT					10 Horizons Construction. Co. Int'l, Inc. Orange, CA 92865		11 CT&T Concrete Paving Inc. Pomona, CA 91765	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	015602	FUNDING AWARENESS SIGN	EA	2	2,500.00	5,000.00	2,800.00	5,600.00
2	066102	DUST ABATEMENT	LS	1	6,500.00	6,500.00	25,000.00	25,000.00
3	100100	DEVELOP WATER SUPPLY	LS	1	10,700.00	10,700.00	2,000.00	2,000.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	17,000.00	17,000.00	20,000.00	20,000.00
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	6,000.00	6,000.00	5,000.00	5,000.00
6	160101	CLEARING AND GRUBBING	LS	1	25,000.00	25,000.00	13,500.00	13,500.00
7	190101(F)	ROADWAY EXCAVATION	CY	410	107.00	43,870.00	208.00	85,280.00
8	035701	HEADER BOARD	LF	1,360	21.50	29,240.00	30.00	40,800.00
9	260203	CLASS 2 AGGREGATE BASE	CY	280	241.00	67,480.00	130.00	36,400.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	390	110.00	42,900.00	220.00	85,800.00
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	130	42.80	5,564.00	90.00	11,700.00
12	394090	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	76	160.50	12,198.00	20.00	1,520.00
13	017304	MINOR CONCRETE (6" CURB AND GUTTER) (CRS 200)	LF	1,380	48.15	66,447.00	58.00	80,040.00
14	017305	MINOR CONCRETE (8" CURB AND GUTTER) (CRS 201)	LF	2,000	51.00	102,000.00	60.00	120,000.00
15	017307	MINOR CONCRETE (TYPE "C" CURB)(CRS 202)	LF	50	107.00	5,350.00	50.00	2,500.00
16	017310	MINOR CONCRETE (RESIDENTIAL DRIVEWAY APPROACH) (CRS 207)	SQFT	1,320	15.75	20,790.00	17.00	22,440.00
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	2	3,775.00	7,550.00	6,000.00	12,000.00
18	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	10	3,775.00	37,750.00	4,700.00	47,000.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area

Advertised: September 28, 2021 (Agenda Item: 3.20)
Addenda: 1 (10/20/2021), 2 (10/25/2021)
Bids Open: 2 pm Date: Wednesday, November 3, 2021

Project No. C8-0065
State Project No. ATPSB1L-5956(266)

BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT (continued)					10 Horizons Construction. Co. Int'l, Inc. Orange, CA 92865		11 CT&T Concrete Paving Inc. Pomona, CA 91765	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
19	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 4" THICK	SQFT	14,460	9.50	137,370.00	11.20	161,952.00
20	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 6" THICK	SQFT	270	11.50	3,105.00	12.00	3,240.00
21	037301	MINOR CONCRETE (WARNING AND DROP DOWN CURB)	CY	31	315.00	9,765.00	1,400.00	43,400.00
22	800701	WOOD FENCE, 6' HIGH	LF	110	121.00	13,310.00	166.75	18,342.50
23	038001	AJDUST GATE	LS	1	3,300.00	3,300.00	5,405.00	5,405.00
24	820590	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	201.00	2,211.00	192.50	2,117.50
25	820840	ROADSIDE SIGN - ONE POST	EA	5	316.00	1,580.00	302.50	1,512.50
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	290	6.60	1,914.00	6.33	1,835.70
27	840515	YELLOW THERMOPLASTIC PAVEMENT MARKING	SQFT	640	6.60	4,224.00	6.33	4,051.20
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,840	0.30	852.00	0.28	795.20
29	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	330	3.40	1,122.00	4.40	1,452.00
30	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	60	5.75	345.00	5.50	330.00
31	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	45,000.00	45,000.00	45,000.00	45,000.00
PROJECT TOTAL ITEMS 1 - 31					735,437.00		906,013.60	

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Cabazon Sidewalks Project

**Broadway Street and Carmen Avenue
In the Cabazon Area**

Advertised: September 28, 2021 (Agenda Item: 3.20)

Addenda: 1 (10/20/2021), 2 (10/25/2021)

Bids Open: 2 pm Date: Wednesday, November 3, 2021

Project No. C8-0065

State Project No. ATPSB1L-5956(266)

BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT 12
Los Angeles Engineering, Inc.
Covina, CA 91723

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	015602	FUNDING AWARENESS SIGN	EA	2	3,000.00	6,000.00		
2	066102	DUST ABATEMENT	LS	1	13,180.00	13,180.00		
3	100100	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00		
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00		
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00		
6	160101	CLEARING AND GRUBBING	LS	1	13,500.00	13,500.00		
7	190101(F)	ROADWAY EXCAVATION	CY	410	99.00	40,590.00		
8	035701	HEADER BOARD	LF	1,360	5.00	6,800.00		
9	260203	CLASS 2 AGGREGATE BASE	CY	280	250.00	70,000.00		
10	390132	HOT MIX ASPHALT (TYPE A)	TON	390	200.00	78,000.00		
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	130	60.00	7,800.00		
12	394090	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	76	120.00	9,120.00		
13	017304	MINOR CONCRETE (6" CURB AND GUTTER) (CRS 200)	LF	1,380	50.00	69,000.00		
14	017305	MINOR CONCRETE (8" CURB AND GUTTER) (CRS 201)	LF	2,000	55.00	110,000.00		
15	017307	MINOR CONCRETE (TYPE "C" CURB)(CRS 202)	LF	50	35.00	1,750.00		
16	017310	MINOR CONCRETE (RESIDENTIAL DRIVEWAY APPROACH) (CRS 207)	SQFT	1,320	40.00	52,800.00		
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	2	12,000.00	24,000.00		
18	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	10	11,000.00	110,000.00		

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area

Advertised: September 28, 2021 (Agenda Item: 3.20)

Addenda: 1 (10/20/2021), 2 (10/25/2021)

Bids Open: 2 pm Date: Wednesday, November 3, 2021

Project No. C8-0065

State Project No. ATPSB1L-5956(266)

BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT (continued)					12 Los Angeles Engineering, Inc. Covina, CA 91723			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
19	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 4" THICK	SQFT	14,460	10.50	151,830.00		
20	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 6" THICK	SQFT	270	20.00	5,400.00		
21	037301	MINOR CONCRETE (WARNING AND DROP DOWN CURB)	CY	31	1,600.00	49,600.00		
22	800701	WOOD FENCE, 6' HIGH	LF	110	220.00	24,200.00		
23	038001	AJDUST GATE	LS	1	2,200.00	2,200.00		
24	820590	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	150.00	1,650.00		
25	820840	ROADSIDE SIGN - ONE POST	EA	5	350.00	1,750.00		
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	290	10.00	2,900.00		
27	840515	YELLOW THERMOPLASTIC PAVEMENT MARKING	SQFT	640	4.00	2,560.00		
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,840	1.25	3,550.00		
29	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	330	8.00	2,640.00		
30	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	60	8.00	480.00		
31	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	45,000.00	45,000.00		
PROJECT TOTAL ITEMS 1 - 31						933,300.00		

Bid

Date: Nov. 2, 2021

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

Bidder: LC Paving & Sealing, Inc.
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Cabazon Sidewalks Project, Broadway Street and Carmen Avenue, In the Cabazon Area, Project No. C8-0065, State Project No. ATPSBIL-5956(266) hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s) #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.

OG Proposal w/
Copy of Bid Bond
ORIGINAL

Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area
Project No. C8-0065
State Project No. ATPSB1L-5956(266)

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT						
1	015602	FUNDING AWARENESS SIGN	EA	2	\$ 814.92	\$ 1,629.84
2	066102	DUST ABATEMENT	LS	1	\$ 14,530.97	\$ 14,530.97
3	100100	DEVELOP WATER SUPPLY	LS	1	\$ 10,024.01	\$ 10,024.01
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$ 16,722.03	\$ 16,722.03
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$ 5,175.23	\$ 5,175.23
6	160101	CLEARING AND GRUBBING	LS	1	\$ 8,305.56	\$ 8,305.56
7	190101(F)	ROADWAY EXCAVATION	CY	1,110 410	\$ 78.72	\$ 32,275.20
8	035701	HEADER BOARD	LF	1,360	\$ 12.27	\$ 16,687.20
9	260203	CLASS 2 AGGREGATE BASE	CY	280	\$ 69.85	\$ 19,558.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	390	\$ 102.03	\$ 39,791.70
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	130	\$ 72.50	\$ 9,425.00
12	394090	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	76	\$ 74.00	\$ 5,624.00
13	017304	MINOR CONCRETE (6" CURB AND GUTTER) (CRS 200)	LF	1,380	\$ 30.27	\$ 41,772.60
14	017305	MINOR CONCRETE (8" CURB AND GUTTER) (CRS 201)	LF	2,000	\$ 30.06	\$ 60,120.00
15	017307	MINOR CONCRETE (TYPE "C" CURB)(CRS 202)	LF	50	\$ 44.89	\$ 2,244.50
16	017310	MINOR CONCRETE (RESIDENTIAL DRIVEWAY APPROACH) (CRS 207)	SQFT	1,320	\$ 10.62	\$ 14,018.40
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	2	\$ 4,917.95	\$ 9,835.90
18	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	10	\$ 3,551.50	\$ 35,515.00
19	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 4" THICK	SQFT	14,540 14,460	\$ 5.20	\$ 75,192.00
20	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 6" THICK	SQFT	270	\$ 9.55	\$ 2,578.50
21	038001	MINOR CONCRETE (WARNING AND DROP DOWN CURB)	CY	31	\$ 540.59	\$ 16,758.29
22	800701	WOOD FENCE, 6' HIGH	LF	110	\$ 49.53	\$ 5,448.30
23	038001	AJDUST GATE	LS	1	\$ 1,907.03	\$ 1,907.03
24	820590	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	\$ 238.06	\$ 2,618.66
25	820840	ROADSIDE SIGN - ONE POST	EA	5	\$ 427.44	\$ 2,137.20

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT						
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	290	\$ 6.50	\$ 1,885.00
27	840515	YELLOW THERMOPLASTIC PAVEMENT MARKING	SQFT	640	\$ 6.82	\$ 4,364.80
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,840	\$ 1.35	\$ 3,834.00
29	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	330	\$ 2.17	\$ 716.10
30	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	60	\$ 10.82	\$ 649.20
31	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	45,000.00	45,000.00

PROJECT

TOTAL: Five Hundred Six Thousand Three Hundred Forty-Four Dollars and Twenty Two Cents \$ 506,344.22

ITEMS 1-31 "WORDS"

Bidder Data and Signature

Name of Bidder: LC Paving & Sealing, Inc.

Type of organization: Corporation

Person(s) authorized to sign for Bidder: Jose Salinas President, Vice President, & Secretary

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: 620 Alpine Way
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Escondido CA 92029

P.O. Box- Number: 620 Alpine Way

P.O. Box- City, State, Zip Code: Escondido CA 92029

Phone: (760) 752-1743

Facsimile: (760) 752-1674

E-mail: Marisa@lcpaving.com & Louie@lcpaving.com

Contractor's license number: 621610

License Classification(s): A, B, & C-12

Expiration date: 08/31/2022

Department of Industrial Relations Registration Number: 1000004325

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:

**Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area
Project No. C8-0065
State Project No. ATPSB1L-5956(266)**

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):

Jose Salinas

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): _____

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	Pavement Recycling Systems Inc	569352	1000003363	10240 San Sevaine Way Jurupa Valley CA 92752	Line Item #7 Roadway Excavation	<input checked="" type="checkbox"/>
2.	Asphalt Dike Construction DBA APCO	283095	1000004858	P.O. Box 790 Goshen CA 93227	Line Item #11 Asphalt Dike	<input checked="" type="checkbox"/>
3.	Cal Stripe	685387	1000001100	2040 East Steel Rd Colton CA 92324	Line Items 24 thru 30	<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

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

Percent of work to be performed by Subcontractors: 10.46 %

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 LC Paving & Sealing, 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

November (Month) 2 (Day) of 2021 (Year),

at Escondido (City), CA (State).

Signature of Declarant: _____

Printed name of Declarant: Jose Salinas

Name of Bidder (Company): LC Paving & Sealing, Inc.

Title or Office: President

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

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 San Diego)

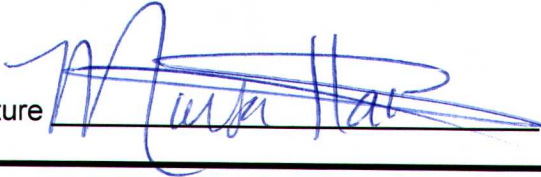
On Nov. 2, 2021 before me, Marisa Haas, Notary Public
(insert name and title of the officer)

personally appeared Jose A. Salinas,
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



(Seal)



Iran Contracting Act
(Public Contract Code sections 2200-2208)

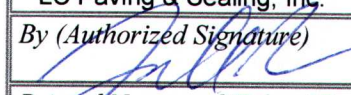
Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of **\$1,000,000 or more**, a Contractor must either:

- 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> LC Paving & Sealing, Inc.		<i>Federal ID Number (or n/a)</i> 27-2327769
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jose Salinas President		
<i>Date Executed</i> 10/21/2021	<i>Executed in</i> Escondido, CA	

Option #2 – Exemption

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

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

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

Opt Out of Payment Adjustments for Price Index Fluctuations

**Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area
Project No. C8-0065
State Project No. ATPSBIL-5956(266)**

To opt out of the payment adjustments for price index fluctuations, as specified in Standard Specifications Section 9-1.07 "Payment Adjustments for Price Index Fluctuations," completely fill in, date, sign, and submit this form with the Bid documents.

By signing and submitting this form, our company hereby opts out of the payment adjustments for price index fluctuations for the above-named project.

Date: Nov. 2, 2021

Company Name (Bidder): LC Paving & Sealing, Inc.

Signature: 
(Signature of Company's authorized officer or designated representative)

Name (printed): Jose Salinas

Title: President

Bid Bond

Recitals:

1. LC Paving & Sealing, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Cabazon Sidewalks Project, Broadway Street and Carmen Avenue, In the Cabazon Area, Project No. C8-0065, State Project No. ATPSB1L-5956(266) in accordance with a Notice Inviting Bids from the County.
2. Argonaut Insurance Company a Illinois corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

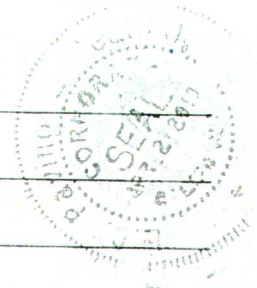
Dated: October 15, 2021

Signatures:
Argonaut Insurance Company
P.O. Box 20335, Woodland Hills, CA 91364



By: [Signature]
Title: Attorney in Fact
"Surety"

LC Paving & Sealing, Inc.
By: [Signature]
Title: President
"Contractor"



STATE OF See Attached
COUNTY
OF

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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



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 San Diego

On October 20, 2021 before me, Marisa Haas, Notary Public
(insert name and title of the officer)

personally appeared Jose A. Salinas
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

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

On OCT 15 2021 before me, Lucas Patterson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Gabriella Grady
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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

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

POWER OF ATTORNEY

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

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio

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

\$15,000,000.00

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

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

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.

Argonaut Insurance Company



by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 15th day of October, 2021.



James Bluzard, Vice President-Surety



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

Mark Lancaster, P.E.
Director of Transportation

Transportation Department

ADDENDUM NUMBER 1

Dated October 20, 2021

to the
Specifications and Contract Documents
for the construction of

**Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area
Project No. C8-0065
State Project No. ATPSB1L-5956(266)**

**Bids Due: (Revised)
Wednesday, October 27, 2021; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780**

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

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

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

**Wednesday, October 27, 2021; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780**

Prepared by: 
Roman Ramirez, PE; Senior Civil Engineer; Contracts/Bidding Unit

Acknowledged:  Date: 11/2/2021
(Contractor)

JRJ:rr



Mark Lancaster, P.E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Transportation Department

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

ADDENDUM NUMBER 2

Dated October 25, 2021

to the
Specifications and Contract Documents
for the construction of

Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area
Project No. C8-0065
State Project No. ATPSB1L-5956(266)

Bids Due: (Revised)
Wednesday, November 3, 2021; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

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

Wednesday, November 3, 2021; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

Item 2: Estimated Quantity Correction for Bid Items No. 7, ROADWAY EXCAVATION, and No. 19, MINOR CONCRETE (SIDEWALK) (CRS 401) 4" THICK. Refer to "Proposal" on pages B2 and B3 of the bid documents.

On page B2 of the proposal, make the following corrections:

- Bidders are instructed to strikethrough the estimated quantity of ~~4,110~~ for Bid Item 7, "ROADWAY EXCAVATION" and replace with the revised quantity of **410**.
- Bidders are instructed to strikethrough the estimated quantity of ~~14,540~~ for Bid Item 19, "MINOR CONCRETE (SIDEWALK) (CRS 401) 4" THICK" and replace with the revised quantity of **14,460**.

Bid item No. 7, ROADWAY EXCAVATION, hereby has a 410 quantity with Cubic Yards (CY) as unit of measurement, and bid item No. 19, MINOR CONCRETE (SIDEWALK) (CRS 401) 4" THICK, hereby has a 14,460 quantity with Square Feet (SQFT) as unit of measurement.

In the event that a bidding contractor fails to correct bid item No. 7 and/or bid item No. 19 estimated quantities as directed by this addendum, the subtotal bid price for these items will be deleted and adjusted to reflect the updated estimated quantities.

Item 3: Miscellaneous Areas - AC Sidewalk Transition, Method of Payment

Refer to section 39-2.01C(9), "Miscellaneous Areas and Dikes," on pages 48 and 49 of the Special Provisions.

Delete the last paragraph in section 39-2.01C(9), "Miscellaneous Areas and Dikes," found on page 49 of the special provisions, and replace it with the following paragraph:

Full compensation for Construct AC Sidewalk Transition is included in the contract price per square yard for Place Hot Mix Asphalt (Miscellaneous Areas) and shall include full compensation for furnishing all labor, equipment, materials and tools, and incidentals, and for doing all the work involved in constructing AC Sidewalk Transitions, including the grading and the removal of any obstacles within the areas of proposed AC Sidewalk Transitions, excavation, backfill, complete in place as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 4: Plan sheet revisions

Refer to Plan Sheets for Cabazon Sidewalks Project. The following Plan sheets are revised and issued hereby as **Attachment "A"**.

Summary of Modifications Made to Plans

- Delete and replace sheet **8 of 30, L-4**, from the plan set.

Sheet 8 of 30, L-4, now contains an additional station callout for the flowline at an angle point in the curb alignment.

- Delete and replace sheets **24 and 25 of 30, C-11 and C-12**, from the plan set.

Sheets 24 and 25 of 30, C-11 and C12, include revisions made to increase the lengths of 5 curb ramps on the project.

Note: Revised plan sheet are posted on the County website and available for download during the advertisement period.

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

ATTACHMENTS

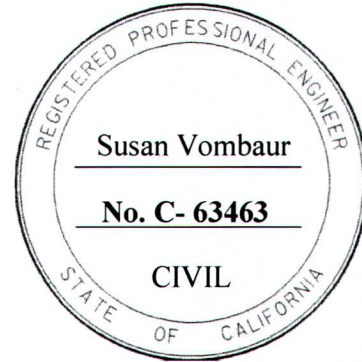
A – Revised Plan Sheet (3 sheets)

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

Recommended by:

Susan Vombaur

Susan Vombaur, PE
Engineer Project Manager



Concurrence:

[Signature]
Dennis Acuna, PE
Engineering Division Manager

Acknowledged: *[Signature]* (Contractor) Date: *11/2/2021*

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).

- 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

ARGONAUT INSURANCE COMPANY
175 E HOUSTON ST
SAN ANTONIO , TX 78205
800-470-7958

Old Company Names
Effective Date
Agent For Service

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

Reference Information

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

[back to top](#)
NAIC Group List

NAIC Group #: 0457 Argo Grp US Inc 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

[back to top](#)



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

Mark Lancaster, P.E.
Director of Transportation

Transportation Department

ADDENDUM NUMBER 1

Dated October 20, 2021

to the
Specifications and Contract Documents
for the construction of

**Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area
Project No. C8-0065
State Project No. ATPSB1L-5956(266)**

**Bids Due: (Revised)
Wednesday, October 27, 2021; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780**

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

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

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

**Wednesday, October 27, 2021; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780**

Prepared by: _____
Roman Ramirez, PE; Senior Civil Engineer; Contracts/Bidding Unit

Acknowledged: _____ Date: _____
(Contractor)

JRJ:rr

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

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

ADDENDUM No. 1, Page 1 of 1

JAN 11 2022 3.42



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

Mark Lancaster, P.E.
Director of Transportation

Transportation Department

ADDENDUM NUMBER 2

Dated October 25, 2021

to the
Specifications and Contract Documents
for the construction of

**Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area
Project No. C8-0065
State Project No. ATPSB1L-5956(266)**

**Bids Due: (Revised)
Wednesday, November 3, 2021; 2:00 p.m.**
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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Wednesday, November 3, 2021; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

Item 2: Estimated Quantity Correction for Bid Items No. 7, ROADWAY EXCAVATION, and No. 19, MINOR CONCRETE (SIDEWALK) (CRS 401) 4" THICK. Refer to "Proposal" on pages B2 and B3 of the bid documents.

On page B2 of the proposal, make the following corrections:

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

PLEASE RETURN TO: COUNTY CLERK'S OFFICE
CLERK'S OFFICE
Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

ADDENDUM No. 2, Page 1 of 6

JAN 11 2022 3.42

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MODIFICATIONS / CLARIFICATIONS TO THE PLANS

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Sheets 24 and 25 of 30, C-11 and C12, include revisions made to increase the lengths of 5 curb ramps on the project.

Note: Revised plan sheet are posted on the County website and available for download during the advertisement period.

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

ATTACHMENTS

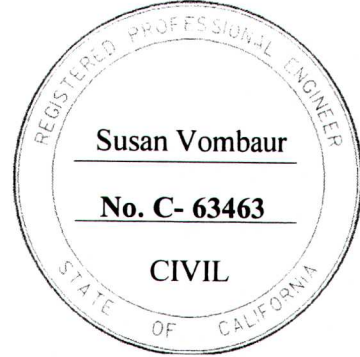
A – Revised Plan Sheet (3 sheets)

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

Recommended by:

Susan Vombaur

Susan Vombaur, PE
Engineer Project Manager



Concurrence:



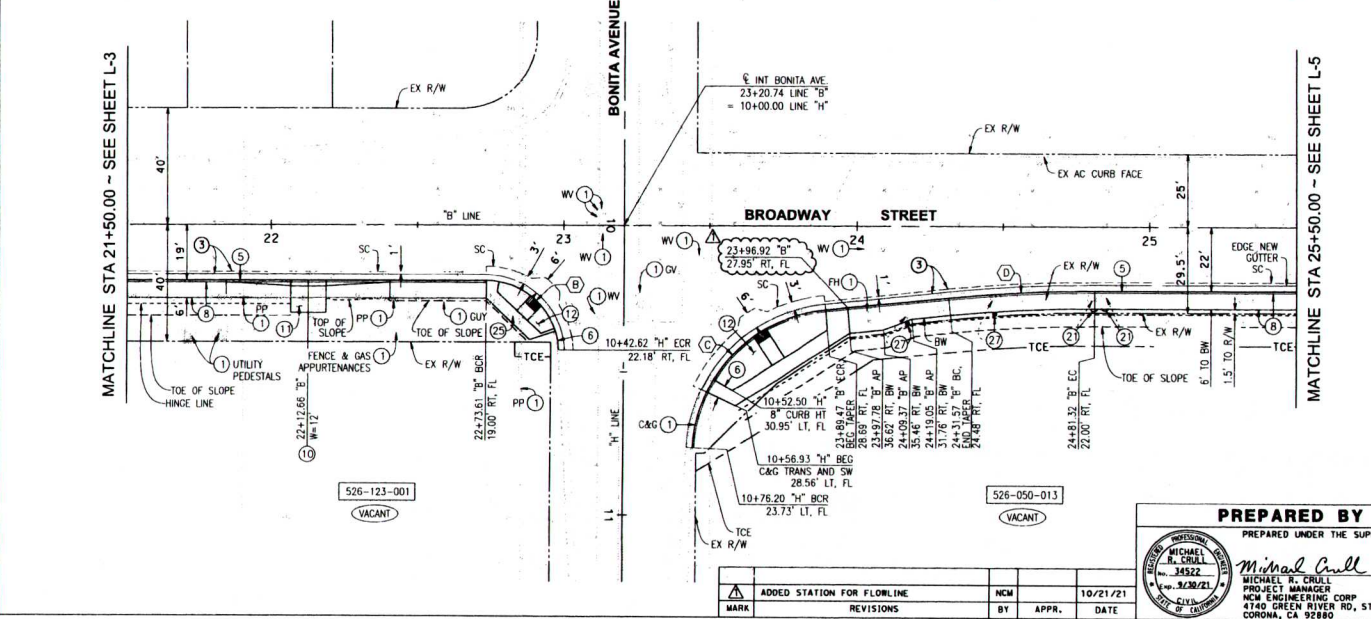
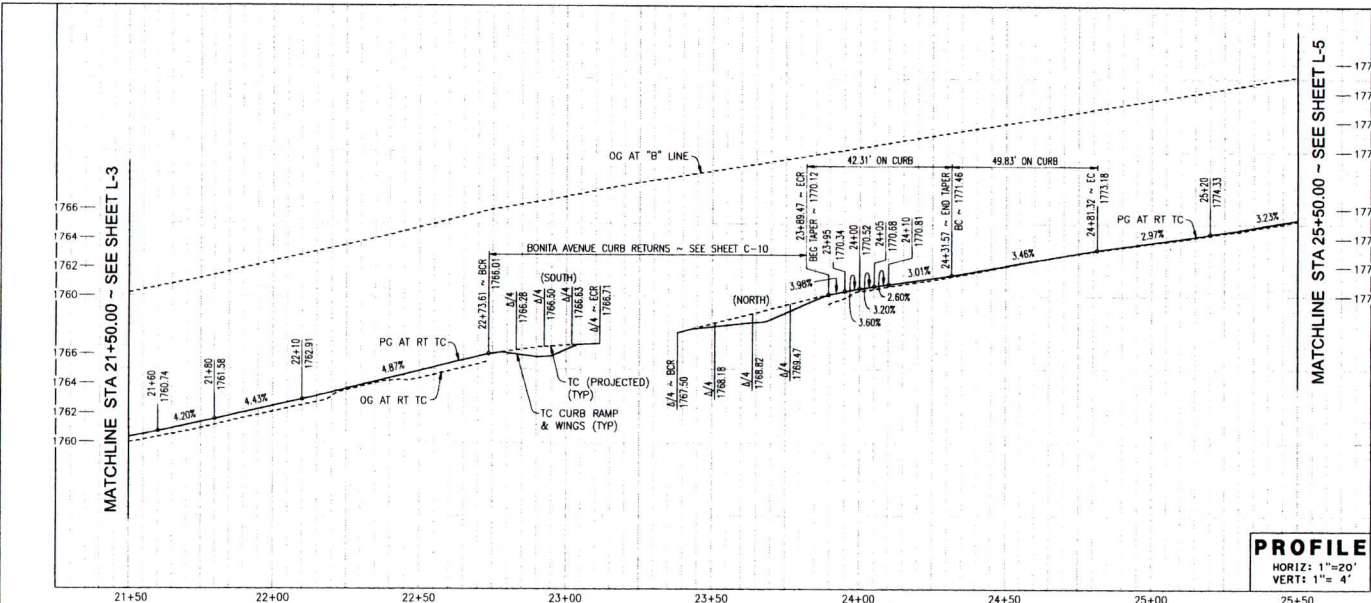
Dennis Acuna, PE
Engineering Division Manager

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).

ISSUED BY ADDENDUM No. 2, ATTACHMENT "A"



- CONSTRUCTION NOTES:**
- ① PROTECT IN PLACE (AS NOTED)
 - ③ CONSTRUCT 0.33' HMA (3/4") OVER 0.50' CLASS 2 AGGREGATE BASE
 - ⑤ CONSTRUCT TYPE A-8 CURB AND GUTTER PER COUNTY STD NO. 201 AND JOINTS PER COUNTY STD NO. 205
 - ⑥ CONSTRUCT CURB AND GUTTER TRANSITION PER DETAIL ON SHEET C-2
 - ⑧ CONSTRUCT 4" THICK SIDEWALK PER COUNTY STD NO. 401, JOINTS PER COUNTY STD NO. 400, AND DETAIL ON SHEET C-1
 - ⑩ CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER COUNTY STD NO. 207 AND DETAIL ON SHEET C-1
 - ⑪ CONSTRUCT DRIVEWAY TIE-IN WITH 0.75' CLASS 2 AGGREGATE BASE
 - ⑫ CONSTRUCT CURB RAMP, CASE A, PER COUNTY STD NO. 403
 - ⑬ RELOCATE GUY WIRE BY FRONTIER
 - ⑮ ADJUST GAS VALVE COVER TO GRADE
 - ⑰ POLE TO BE RELOCATED BY FRONTIER

- NOTES:**
1. SEE PD SHEETS FOR ROADSIDE SIGN RELOCATION.
 2. SEE SHEET C-10 FOR CURB RETURN DETAILS.

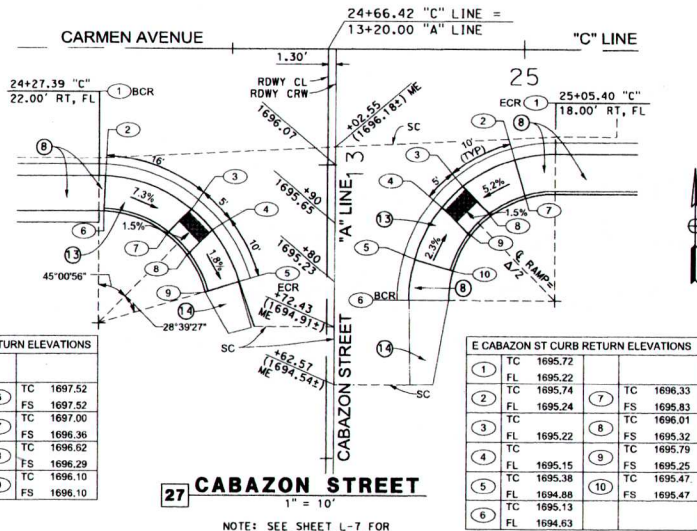
- LEGEND:**
- XXX-XXX-XXX ASSessor's PARCEL NUMBER
 - XXXXX STREET NUMBER ALONG BROADWAY STREET UNLESS OTHERWISE NOTED
 - TO FROM UTILITY RELOCATION

CURB CURVE DATA

No.	R	Δ	T	L
B	25.00'	86°51'15"	23.66'	37.90'
C	50.00'	58°47'22"	28.17'	51.30'
D	500.00'	05°42'38"	24.94'	49.83'

BORDER LAST REVISED 07/21/2015

<p>PREPARED BY</p> <p>PREPARED UNDER THE SUPERVISION OF:</p> <p><i>Michael Crull</i> MICHAEL R. CRULL PROJECT MANAGER NCM ENGINEERING CORP 4140 GREEN RIVER RD, STE 203 CORONA, CA 92780</p>	<p>LAYOUT PLAN & PROFILE</p> <p>BROADWAY ST & CARMEN AVE CABAZON SIDEWALKS PROJECT</p>	<p>SHEET No.</p> <p>L-4</p> <p>SHEET 08 OF 30</p>
	<p>DATE PLOTTED => 11/12/2021</p> <p>USERNAME => MUSER</p> <p>DCM FILE => REQUEST</p>	<p>WO C8-0065</p>

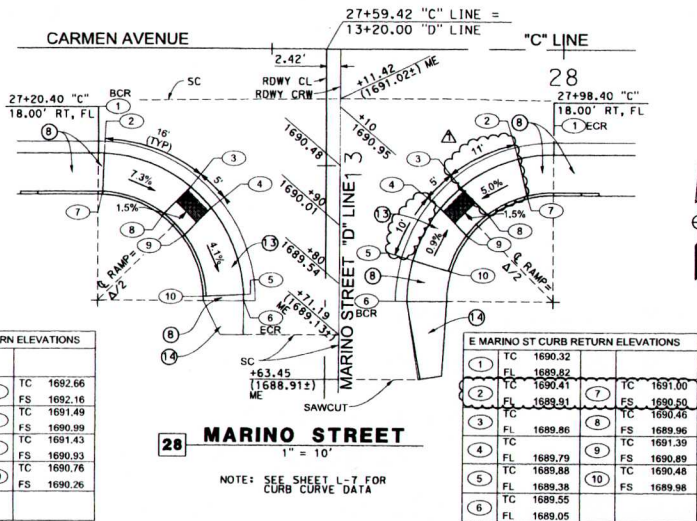


W CABAZON ST CURB RETURN ELEVATIONS			
1	TC 1697.47		
	FL 1696.97		
2	TC 1697.44	8	TC 1697.52
	FL 1696.94		FS 1697.52
3	TC 1696.28	7	TC 1696.36
	FL 1695.28		FS 1696.36
4	TC 1696.21	8	TC 1696.29
	FL 1696.02		FS 1696.29
5	TC 1696.02	9	TC 1696.10
	FL 1695.52		FS 1696.10

E CABAZON ST CURB RETURN ELEVATIONS			
1	TC 1695.72		
	FL 1695.22		
2	TC 1695.74	7	TC 1696.33
	FL 1695.24		FS 1695.83
3	TC 1695.22	8	TC 1696.01
	FL 1695.15		FS 1695.32
4	TC 1695.11	9	TC 1695.25
	FL 1694.88		FS 1695.25
5	TC 1695.38	10	TC 1695.47
	FL 1694.88		FS 1695.47
6	TC 1695.13		
	FL 1694.63		

27 CABAZON STREET
1" = 10'

NOTE: SEE SHEET L-7 FOR CURB CURVE DATA



W MARINO ST CURB RETURN ELEVATIONS			
1	TC 1692.10		
	FL 1691.60		
2	TC 1692.07	7	TC 1692.66
	FL 1691.57		FS 1692.16
3	TC 1690.90	8	TC 1691.49
	FL 1690.90		FS 1690.99
4	TC 1690.83	9	TC 1691.43
	FL 1690.16		FS 1690.93
5	TC 1689.66	10	TC 1690.76
	FL 1689.09		FS 1690.26
6	TC 1689.59		
	FL 1689.59		

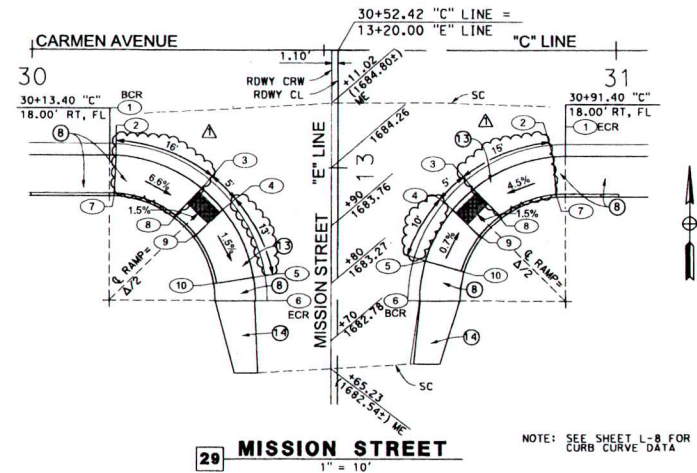
E MARINO ST CURB RETURN ELEVATIONS			
1	TC 1690.32		
	FL 1689.82		
2	TC 1690.41	7	TC 1691.00
	FL 1689.91		FS 1690.50
3	TC 1689.86	8	TC 1690.46
	FL 1689.86		FS 1689.96
4	TC 1689.79	9	TC 1691.39
	FL 1689.88		FS 1690.89
5	TC 1689.88	10	TC 1690.48
	FL 1689.38		FS 1689.98
6	TC 1689.59		
	FL 1689.05		

28 MARINO STREET
1" = 10'

NOTE: SEE SHEET L-7 FOR CURB CURVE DATA

CONSTRUCTION NOTES:

- 8 CONSTRUCT 4" THICK SIDEWALK PER COUNTY STD NO. 401, JOINTS PER COUNTY STD NO. 400, AND DETAIL ON SHEET C-1
- 13 CONSTRUCT CURB RAMP, CASE B, PER COUNTY STD NO. 403
- 14 CONSTRUCT AC SIDEWALK TRANSITION PER DETAIL ON SHEET C-2



W MISSION ST CURB RETURN ELEVATIONS			
1	TC 1685.25		
	FL 1684.75		
2	TC 1684.72	7	TC 1685.31
	FL 1684.72		FS 1685.31
3	TC 1684.17	8	TC 1684.27
	FL 1684.10		FS 1684.20
4	TC 1683.89	9	TC 1684.49
	FL 1683.39		FS 1684.49
5	TC 1683.66	10	TC 1683.99
	FL 1683.16		FS 1683.99

E MISSION ST CURB RETURN ELEVATIONS			
1	TC 1684.45		
	FL 1683.95		
2	TC 1684.45	7	TC 1685.05
	FL 1683.95		FS 1684.55
3	TC 1683.78	8	TC 1683.88
	FL 1683.78		FS 1683.88
4	TC 1683.71	9	TC 1684.31
	FL 1683.71		FS 1683.81
5	TC 1683.78	10	TC 1684.38
	FL 1683.28		FS 1684.38
6	TC 1683.45		
	FL 1682.95		

29 MISSION STREET
1" = 10'

NOTE: SEE SHEET L-8 FOR CURB CURVE DATA



MARK	UPDATED CURB RETURN LENGTH	NCM	DATE
	REVISIONS	BY	APPR. DATE
			10/20/21

PREPARED BY
MICHAEL R. CRULL
PROJECT MANAGER
NEW ENGINEERING CORP
4140 GREEN RIVER RD, STE 203
CORONA, CA 92880

PREPARED UNDER THE SUPERVISION OF:
Michael Crull
DATE 8/12/2021

CONSTRUCTION DETAILS
BROADWAY ST & CARMEN AVE
CABAZON SIDEWALKS PROJECT
CURB RETURN
CONSTRUCTION DETAILS

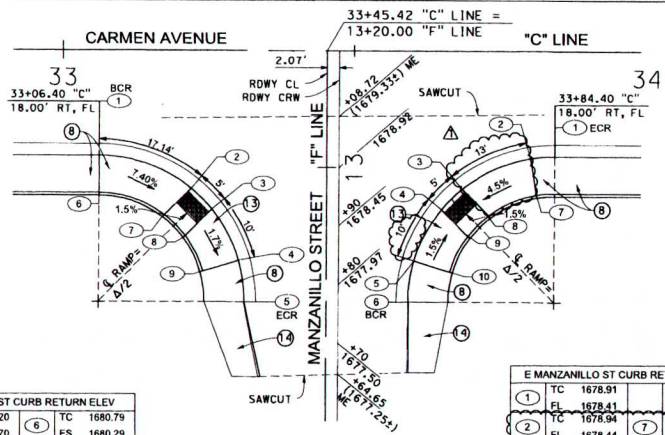
SHEET No.
C-11
SHEET 24 OF 30

USERNAME => MUSER
DGN FILE => #REQUEST
WO C8-0065
COUNTY FILE No. **970-K**

BORDER LAST REVISED 07/21/2015

ISSUED BY ADDENDUM No. 2, ATTACHMENT "A"

DATE PLOTTED => 8/11/21
TIME PLOTTED => 4:11PM
00-00-00



W MANZANILLO ST CURB RETURN ELEV		
1	TC 1680.20	6 TC 1680.79
	FL 1679.70	FS 1680.29
2	TC 1678.93	7 TC 1679.52
	FL 1678.86	FS 1679.02
3	TC 1678.69	8 TC 1678.95
	FL 1678.19	FS 1678.28
4	TC 1678.28	9 TC 1678.78
	FL 1677.78	FS 1678.28

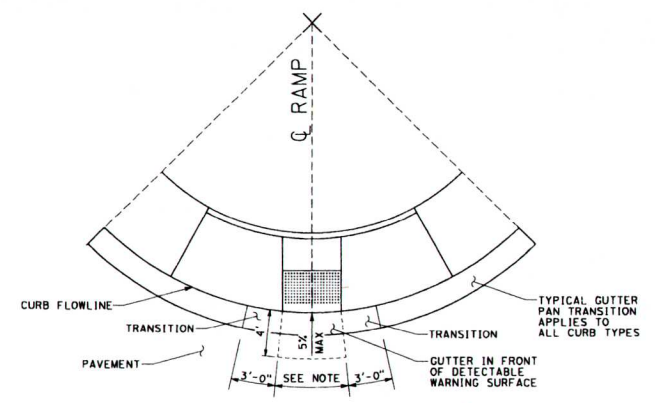
30 MANZANILLO STREET

1" = 10'
NOTE: SEE SHEET L-9 FOR CURB CURVE DATA

E MANZANILLO ST CURB RETURN ELEV		
1	TC 1678.91	
	FL 1678.41	
2	TC 1678.94	7 TC 1679.53
	FL 1678.44	FS 1679.03
3	TC 1678.36	8 TC 1678.17
	FL 1678.36	FS 1678.46
4	TC 1678.29	9 TC 1678.89
	FL 1678.43	FS 1678.38
5	TC 1677.93	10 TC 1678.52
	FL 1677.12	FS 1678.52
6	TC 1677.62	
	FL 1677.62	

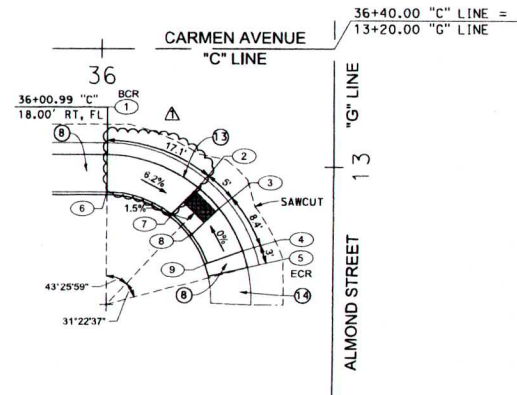
CONSTRUCTION NOTES:

- 8 CONSTRUCT 4" THICK SIDEWALK PER COUNTY STD NO. 401, JOINTS PER COUNTY STD NO. 400, AND DETAIL ON SHEET C-1
- 13 CONSTRUCT CURB RAMP, CASE B, PER COUNTY STD NO. 403
- 14 CONSTRUCT AC SIDEWALK TRANSITION PER DETAIL ON SHEET C-2



32 GUTTER PAN TRANSITION

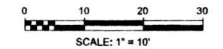
- NOTES:
1. COMPLY WITH COUNTY STD. NO 403 NOTES 4 AND 10 FOR MAXIMUM GUTTER AND PAVEMENT SLOPES IN FRONT OF DETECTABLE WARNING SURFACE.



31 ALMOND STREET

1" = 10'
NOTE: SEE SHEET L-9 FOR CURB CURVE DATA

W ALMOND ST CURB RETURN ELEVATIONS		
1	TC 1676.14	6 TC 1676.73
	FL 1675.64	FS 1676.23
2	TC 1675.08	7 TC 1675.67
	FL 1675.08	FS 1675.17
3	TC 1675.01	8 TC 1675.60
	FL 1675.01	FS 1675.10
4	TC 1674.51	9 TC 1675.61
	FL 1674.85	FS 1675.11
5	TC 1674.35	
	FL 1674.35	



	PREPARED BY PREPARED UNDER THE SUPERVISION OF: <i>Michael Crull</i> 8/12/2021 MICHAEL R. CRULL PROJECT MANAGER NCM ENGINEERING CORP 4740 GREEN RIVER RD, STE 203 CORONA, CA 92780	CONSTRUCTION DETAILS BROADWAY ST & CARMEN AVE CABAZON SIDEWALKS PROJECT CURB RETURN CONSTRUCTION DETAILS	SHEET NO. C-12 SHEET 25 OF 30
	USERNAME => MUSER DGN FILE => MREQUEST	WO C8-0065	COUNTY FILE No. 970-K

ISSUED BY ADDENDUM No. 2, ATTACHMENT "A"

BORDER LAST REVISED 07/21/2015

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 LC Paving & Sealing, Inc., hereafter called "Contractor".

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Cabazon Sidewalks Project, Broadway Street and Carmen Avenue, In the Cabazon Area, Project No. C8-0065, State Project No. ATPSB1L-5956(266), 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 **2018** 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 **(Two)**, (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.

**Cabazon Sidewalks Project
 Broadway Street and Carmen Avenue
 In the Cabazon Area
 Project No. C8-0065
 State Project No. ATPSB1L-5956(266)**

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT

1	015602	FUNDING AWARENESS SIGN	EA	2	814.92	1,629.84
2	066102	DUST ABATEMENT	LS	1	14,530.97	14,530.97
3	100100	DEVELOP WATER SUPPLY	LS	1	10,024.01	10,024.01
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	16,722.23	16,722.23
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,175.23	5,175.23
6	160101	CLEARING AND GRUBBING	LS	1	8,305.56	8,305.56
7	190101(F)	ROADWAY EXCAVATION	CY	410	78.72	32,275.20
8	035701	HEADER BOARD	LF	1,360	12.27	16,687.20
9	260203	CLASS 2 AGGREGATE BASE	CY	280	69.85	19,558.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	390	102.03	39,791.70
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	130	72.50	9,425.00
12	394090	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	76	74.00	5,624.00
13	017304	MINOR CONCRETE (6" CURB AND GUTTER) (CRS 200)	LF	1,380	30.27	41,772.60
14	017305	MINOR CONCRETE (8" CURB AND GUTTER) (CRS 201)	LF	2,000	30.06	60,120.00
15	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	50	44.89	2,244.50
16	017310	MINOR CONCRETE (RESIDENTIAL DRIVEWAY APPROACH) (CRS 207)	SQFT	1,320	10.62	14,018.40
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	2	4,917.95	9,835.90
18	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	10	3,551.50	35,515.00
19	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 4" THICK	SQFT	14,460	5.20	75,192.00
20	731521	MINOR CONCRETE (SIDEWALK) (CRS 401) 6" THICK	SQFT	270	9.55	2,578.50

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID SCHEDULE - CABAZON SIDEWALKS PROJECT (continued)

21	037301	MINOR CONCRETE (WARNING AND DROP DOWN CURB)	CY	31	540.59	16,758.29
22	800701	WOOD FENCE, 6' HIGH	LF	110	49.53	5,448.30
23	038001	AJDUST GATE	LS	1	1,907.03	1,907.03
24	820590	RELOCATE ROADSIDE SIGN-ONE POST	EA	11	238.06	2,618.66
25	820840	ROADSIDE SIGN - ONE POST	EA	5	427.44	2,137.20
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	290	6.50	1,885.00
27	840515	YELLOW THERMOPLASTIC PAVEMENT MARKING	SQFT	640	6.82	4,364.80
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,840	1.35	3,834.00
29	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	330	2.17	716.10
30	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	60	10.82	649.20
31	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	45,000.00	45,000.00

PROJECT
TOTAL:
ITEMS 1 – 31

**Five hundred six thousand, three hundred forty-four dollars and
twenty-two cents**

"WORDS"

\$ 506,344.22

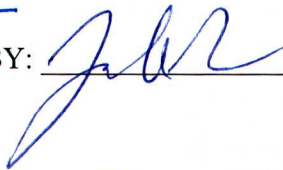
**Cabazon Sidewalks Project
Broadway Street and Carmen Avenue
In the Cabazon Area
Project No. C8-0065
State Project No. ATPSB1L-5956(266)**

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

COUNTY OF RIVERSIDE

LC PAVING & SEALING, INC.

BY: 
JEFF HEWITT
Chair, Board of Supervisors


BY: 

DATED: JAN 11 2022

TITLE: President
(If Corporation, affix Seal)




ATTEST:
Kecia R. Harper, Clerk of the Board

ATTEST: 

BY: 
Deputy

TITLE: Operations Mgr.

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

FORM APPROVED COUNTY COUNSEL
BY: 
DANIELLE D. MALAND

License No.: 621610

Federal Employer Identification Number:
27-2327769

Department of Industrial Relations Registration Number:
1000004325

BY _____
"County"

"Corporation"
(Seal)

L.C. PAVING & SEALING, INC.

a California corporation

**ACTIONS BY BOARD OF DIRECTORS
WITHOUT A MEETING
BY UNANIMOUS WRITTEN CONSENT
(Annual Meeting)**

Pursuant to the California Corporations Code and the Bylaws of L.C. Paving & Sealing, Inc. ("Corporation") the undersigned being the sole director of the Corporation, hereby unanimously authorizes and consents to the following resolutions and actions of the Board of Directors without a meeting of the directors.

WHEREAS, the undersigned director is desirous of appointing officers in accordance with the annual Board of Directors meeting procedures of the Corporation;

IT IS, THEREFORE, RESOLVED, the following individuals are appointed to the specified positions opposite their name and shall serve until the next annual meeting of the directors, or until their successors are duly appointed and qualified;

<u>Office</u>	<u>Name</u>
President	Jose A. Salinas
CFO	Jose A. Salinas
Secretary	Jose A. Salinas

WHEREAS, the undersigned director is desirous of confirming the state of affairs of the Corporation and its activities since the last meeting of the directors;

IT IS, THEREFORE, RESOLVED, all actions of the officers of the Corporation subsequent to the last meeting of the directors are hereby affirmed, ratified, and approved.

DATE: April 19, 2021



Jose A. Salinas, Director



California Secretary of State
Electronic Certified Copy

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that the attached transcript of 2 pages is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.



IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California on
this day of October 29, 2020

ALEX PADILLA
Secretary of State

Verification Number: KWW2AWK
Entity (File) Number: C3286410

To verify the issuance of this Certificate, use the Verification Number above
with the Secretary of State Electronic Verification Search available at
bizfile.sos.ca.gov



**California Secretary of State
Electronic Filing**



Corporation - Statement of Information

Entity Name: L.C. PAVING & SEALING, INC.

Entity (File) Number: C3286410

File Date: 10/27/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GK49303

Detailed Filing Information

1. Entity Name: L.C. PAVING & SEALING, INC.

2. Business Addresses:
 - a. Street Address of Principal Office in California:

620 ALPINE WAY
ESCONDIDO, California 92029
United States of America
 - b. Mailing Address:

620 ALPINE WAY
ESCONDIDO, California 92029
United States of America
 - c. Street Address of Principal Executive Office:

620 ALPINE WAY
ESCONDIDO, California 92029
United States of America

3. Officers:
 - a. Chief Executive Officer:

JOSE A. SALINAS
620 ALPINE WAY
ESCONDIDO, California 92029
United States of America
 - b. Secretary:

JOSE A. SALINAS
620 ALPINE WAY
ESCONDIDO, California 92029
United States of America

Certificate Verification Number: KWW2AWK
Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: GK49303



California Secretary of State Electronic Filing

Officers (cont'd):

- c. Chief Financial Officer: JOSE A. SALINAS
620 ALPINE WAY
ESCONDIDO, California 92029
United States of America
4. Director: JOSE A. SALINAS
620 ALPINE WAY
ESCONDIDO, California 92029
United States of America
- Number of Vacancies on the Board of Directors: 0
5. Agent for Service of Process: JOSE A. SALINAS
620 ALPINE WAY
ESCONDIDO, California 92029
United States of America
6. Type of Business: CONSTRUCTION

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: **Marisa Haas**

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Certificate Verification Number: KWW2AWK
Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: GK49303

Performance Bond

Recitals:

1. **LC Paving & Sealing, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Cabazon Sidewalks Project, Broadway Street and Carmen Avenue, In the Cabazon Area, Project No. C8-0065, State Project No. ATPSBIL-5956(266).**
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 \$ **506,344.22 (Five hundred six thousand, three hundred forty-four dollars and twenty-two 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 _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are **LC Paving & Sealing, 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 **\$506,344.22 (Five hundred six thousand, three hundred forty-four dollars and twenty-two 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 **Cabazon Sidewalks Project, Broadway Street and Carmen Avenue, In the Cabazon Area, Project No. C8-0065, State Project No. ATPSB1L-5956(266).**

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Performance Bond

Recitals:

1. **LC Paving & Sealing, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Cabazon Sidewalks Project, Broadway Street and Carmen Avenue, In the Cabazon Area, Project No. C8-0065, State Project No. ATPSBIL-5956(266).**
2. Argonaut Insurance Company, a Illinois corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **506,344.22 (Five hundred six thousand, three hundred forty-four dollars and twenty-two 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 12, 2021

LC Paving & Sealing, Inc.

By [Signature]

Argonaut Insurance Company*

By [Signature]

By _____

Type Name Elizabeth Santos

Its Attorney in Fact
"Surety"

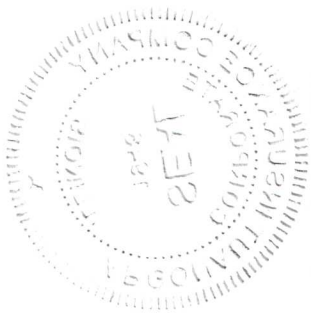
Title President

"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).



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 San Diego)

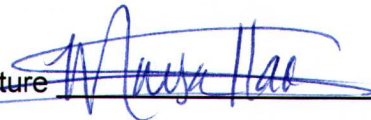
On November 16, 2021 before me, Marisa Haas, Notary Public
(insert name and title of the officer)

personally appeared Jose A. Salinas,
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



(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

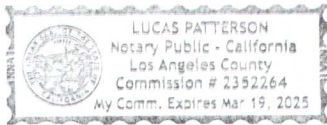
State of California)
County of Los Angeles)

On NOV 12 2021 before me, Lucas Patterson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Elizabeth Santos
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY**

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

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio

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

\$15,000,000.00

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

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

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.

Argonaut Insurance Company



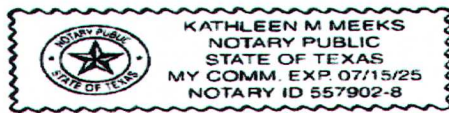
by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 12th day of November, 2021.



James Bluzard, Vice President-Surety





- 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

ARGONAUT INSURANCE COMPANY
175 E HOUSTON ST
SAN ANTONIO , TX 78205
800-470-7958

Old Company Names **Effective Date**

Agent For Service

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

Reference Information

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

[back to top](#)

NAIC Group List

NAIC Group #: **0457** Argo Grp US Inc 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

[back to top](#)

Payment Bond

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

The makers of this Bond are **LC Paving & Sealing, Inc.** as Principal and Original Contractor and **Argonaut Insurance Company**, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$506,344.22 (Five hundred six thousand, three hundred forty-four dollars and twenty-two 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 **Cabazon Sidewalks Project, Broadway Street and Carmen Avenue, In the Cabazon Area, Project No. C8-0065, State Project No. ATPSB1L-5956(266).**

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 12, 2021

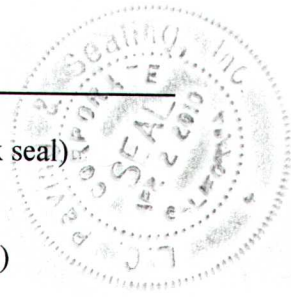
LC Paving & Sealing, Inc.
Original Contractor – Principal

Argonaut Insurance Company*
Surety

By [Signature]

By [Signature]
Elizabeth Santos
Its Attorney In Fact

Title President
(If corporation, affix seal)



(Corporate Seal)

(Corporate Seal)

STATE
OF See Attached
COUNTY
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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).



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 San Diego)

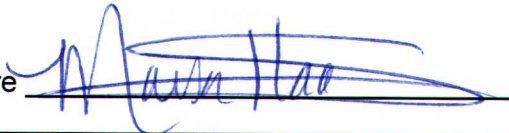
On November 14, 2021 before me, Marisa Haas, Notary Public
(insert name and title of the officer)

personally appeared Jose A. Salinas,
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



(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

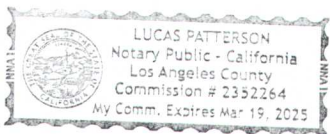
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On NOV 12 2021 before me, Lucas Patterson, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Elizabeth Santos
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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

POWER OF ATTORNEY

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

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio

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

\$15,000,000.00

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

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

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.

Argonaut Insurance Company



by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 12th day of November, 2021.



James Bluzard, Vice President-Surety





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- View Financial Disclaimer

COMPANY PROFILE

Company Information

ARGONAUT INSURANCE COMPANY
 175 E HOUSTON ST
 SAN ANTONIO, TX 78205
 800-470-7958

Old Company Names **Effective Date**

Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: **0457** Argo Grp US Inc 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2021

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 HARTLEY CYLKE PACIFIC-#0574253 INSURANCE SERVICES, INC. 2747 UNIVERSITY AVENUE SAN DIEGO CA 92104-4068	CONTACT NAME: JANA CLARK PHONE (A/C, No, Ext): (619) 295-5155 E-MAIL ADDRESS: jana@hcpacinsurance.com	FAX (A/C, No): (619) 291-0912
	INSURER(S) AFFORDING COVERAGE	
INSURED L.C. Paving & Sealing, Inc. 620 Alpine Way Escondido CA 92029	INSURER A: TRAVELERS PROPERTY & CASUALTY CO OF	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2191071205 **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT22CO0S13576ATIL21	02/18/2021	02/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8100S0955232126G	02/18/2021	02/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP0S1373832126	02/18/2021	02/18/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB8S6221012126G	09/12/2021	09/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INLAND MARINE			QT6300S106923TIL21	02/18/2021	02/18/2022	LEASED/RENTED \$100,000 SCHEDULED EQUIP \$714,100 DEDUCTIBLE \$1,000

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

*10 day notice of cancellation for non-payment of premium shall apply. 30 days written notice of cancellation for all other reasons.

*County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives shall be named Additional Insured on a Primary and Non-Contributory basis. A Waiver of Subrogation applis as required by written contract.

RE: Project No. C8-0065, State Project No. ATPSB1L-5956(266). Cabazon Sidewalks Project, Broadway Street and Carmen Avenue

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 
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THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT PRIMARY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to SECTION II – LIABILITY COVERAGE only, Who is An Insured is amended to include as an Additional Insured any person(s) or organization(s) whom you are required to add to this policy as an Additional Insured under a written agreement in effect or becoming effective during the policy period. This insurance applies only to "bodily injury" and "property damage" that occurs subsequent to execution of the written agreement and subsequent to the issuance of a certificate of insurance indicating such person(s) or organization(s) as Additional Insured(s).

The insurance provided hereby to the Additional Insured(s) is limited as follows:

1. The coverage afforded hereby to such Additional Insured is limited to imputed liability specifically resulting from the conduct of the Named Insured for which the Additional Insured was held liable.
2. The limits of insurance applicable to the insurance afforded hereby are those specified in the written agreement or in the Declarations or Schedules of this policy, whichever is less. The limits of insurance applicable to the insurance afforded hereby are inclusive and not in addition to the limits of insurance shown in the Declarations or Schedules of this policy.
3. Any coverage provided under this endorsement for any Additional Insured will never be broader than coverage provided to any Named Insured.

Any other policy terms, conditions, limitations, exclusions, and definitions apply to this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

We agree to waive any and all subrogation claims or rights of recovery against any person(s) or organization(s) if there is an executed written agreement with that person(s) or organization(s) which requires a Waiver of Subrogation Clause from the Named Insured, except for "losses" which are due in whole or part to the negligence or errors and omissions of such person(s) or organization(s).

All other terms and conditions of the policy remain unchanged.

Katie Taylor

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

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

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

Katie Taylor



ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-8S622101-21-26-G

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

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

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by Katie Taylor



Report Claims Immediately by Calling*

1-877-828-4132

*Speak directly with a claim professional
24 hours a day, 365 days a year*

*Unless Your Policy Requires Written Notice or Reporting

**EXCESS FOLLOW-FORM
AND UMBRELLA LIABILITY
INSURANCE POLICY**

A Custom Insurance Policy Prepared for:

L.C PAVING & SEALING, INC.
620 ALPINE WAY
ESCONDIDO CA 92029

This policy consists of this policy cover, the Policy Declarations and the Policy Forms, and endorsements listed in that declaration form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by this policy. That insurance will be provided by the company indicated as insuring company in the Declarations by the abbreviation of its name.

The company listed below (a stock company) has executed this policy, but it is valid only if countersigned on the Declarations by our authorized representative.

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA (TIL)



President



Secretary

POLICY NUMBER: CUP-0S137383-21-26

EFFECTIVE DATE: 02/18/2021

ISSUE DATE: 02/24/2021

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

IL T8 01 01 01 FORMS ENDORSEMENTS AND SCHEDULE NUMBERS

UMBRELLA / EXCESS

EU 00 02 09 20 POLICY DECLARATIONS EXCESS FOLLOW-FORM AND UMBRELLA
LIABILITY INSURANCE POLICY
EU 00 03 08 18 ~~SCHEDULE OF UNDERLYING INSURANCE~~
EU 00 01 07 16 EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE
EU 02 34 07 16 ~~AMENDMENT OF COVERAGE - DEFINITIONS~~
EU 03 21 08 18 AUTO POLLUTION EXCLUSION WITH LIMITED EXCEPTIONS -
COVERAGE A
EU 03 22 08 18 CONSTRUCTION IDENTIFIED HAZARDS EXCLUSIONS - COVERAGE
B
EU 03 35 08 18 FUNGI OR BACTERIA EXCLUSION - COVERAGE B
EU 03 46 08 18 NON CUMULATION OF OCCURRENCE LIMIT
EU 01 44 07 16 COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED
ORGANIZATIONS
EU 00 07 07 16 CAP LOSSES - CERT ACTS TERRORSM AND EXCL
EU 02 09 08 18 NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) -
COVERAGES A AND B
EU 02 16 08 18 POLLUTION NOT RELATED TO AUTOS EXCLUSION WITH LIMITED
EXCEPTIONS - COVERAGE A
EU 03 04 08 18 DESIGNATED EXPOSURE EXCLUSION - COVERAGE B
EU 03 12 10 20 AIR LIAB EXCL-SERV FOR HIRE LTD EXCEPT
EU 03 31 08 18 DISCRIMINATION EXCLUSION - COVERAGE B
EU 03 44 08 18 LEAD EXCLUSION - COVERAGE B
EU 03 63 08 18 SILICA OR SILICA-RELATED DUST EXCLUSION - COVERAGE B
EU 00 33 11 16 CALIFORNIA CHANGES

INTERLINE ENDORSEMENTS

IL T3 68 01 21 FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL T4 14 01 21 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

**POLICY DECLARATIONS
EXCESS FOLLOW-FORM AND UMBRELLA
LIABILITY INSURANCE POLICY**

POLICY NO.: CUP-08137383-21-26
ISSUE DATE: 02/24/2021

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS: L.C PAVING & SEALING, INC.
620 ALPINE WAY LLC
620 ALPINE WAY
ESCONDIDO CA 92029

2. POLICY PERIOD: From 02/18/2021 to 02/18/2022 12:01 A.M. Standard Time at your mailing address.

3. LIMITS OF INSURANCE:

COVERAGES

LIMITS OF LIABILITY

AGGREGATE LIMITS OF LIABILITY	\$4,000,000	General Aggregate
	\$4,000,000	Products-Completed Operations Aggregate
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY	\$4,000,000	Occurrence Limit
CRISIS MANAGEMENT SERVICE EXPENSES	\$50,000	all Crisis Management Events

4. SELF-INSURED RETENTION: \$10,000 **any one occurrence or event**

5. PREMIUM: \$ 49,571 x Flat Charge **Adjustable (See Premium Schedule)**

6. TAXES AND SURCHARGES:

7. On the effective date shown in Item 2., the Excess Follow-Form And Umbrella Liability Insurance Policy numbered above includes this Declarations Page and any forms and endorsements shown on the Listing Of Forms, Endorsements And Schedule Numbers.

8. If the Schedule Of Underlying Insurance includes any coverage provided on a claims-made basis, then the following disclaimer applies.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

9. If the Schedule Of Underlying Insurance includes any coverage which includes defense expenses within the limits of liability, then the following disclaimer applies:

DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE WITH RESPECT TO SOME OR ALL OF THE COVERAGES PROVIDED.

NAME AND ADDRESS OF AGENT OR BROKER:

HARTLEY CYLKE PACIFIC - XK419
2747 UNIVERSITY AVE
SAN DIEGO CA 92104-2811

COUNTERSIGNED BY:

Authorized Representative

DATE: _____

OFFICE: SP-ORANGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Automobile Liability

Limits Of Liability

Carrier **THE TRAVELERS INDEMNITY
COMPANY OF CONNECTICUT**

**Bodily Injury And Property
Damage Combined Single
Limit** **\$1,000,000**

Policy Number **810-000S095523-21**

Policy Period

From: **02/18/2021**
to: **02/18/2022**

Commercial General Liability

Limits Of Liability

Carrier **TRAVELERS PROPERTY CASUALTY
COMPANY OF AMERICA**

General Aggregate **\$2,000,000**

Policy Number **CO-0S13576A-21**

**Products-Completed
Operations Aggregate** **\$2,000,000**

Policy Period

From: **02/18/2021**
to: **02/18/2022**

**Personal and
Advertising Injury** **\$1,000,000**

Each Occurrence **\$1,000,000**

Limits Of Liability

Carrier

Policy Number

Policy Period

From:
to:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

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

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

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any

provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
4. For the purposes of Paragraph 1. above:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

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Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or
- (3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage A of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

- b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph a. above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.
5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive

date provision, the retroactive date for Coverage A of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage B of this insurance applies.
2. Coverage B of this insurance applies to "bodily injury" or "property damage" only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
 - b. The "bodily injury" or "property damage" occurs during the policy period; and
 - c. Prior to the policy period, no insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY, of SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
3. Coverage B of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.
4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. "Bodily injury" or "property damage":
 - a. Which occurs during the policy period; and
 - b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY of SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage B of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage C applies.
2. Coverage C of this insurance applies to "crisis management service expenses" that:
 - a. Arise out of a "crisis management event" that first commences during the policy period;
 - b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
 - c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:
 - a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
 - b. End when we decide that the crisis no longer exists or when the Crisis

Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. A "self-insured retention" does not apply to "crisis management service expenses".
6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:
 - a. Under Coverage A, against a "suit" seeking damages to which such coverage applies, if:
 - (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or
 - (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

- b. Under Coverage B, against a "suit" seeking damages to which such coverage applies.
2. We have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. If any other insurer has a duty to defend.

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments;
but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
 - a. The limits of insurance afforded to such person or organization will be:
 - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - (2) The limits of insurance of this policy; whichever is less; and
 - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage B:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
 - a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay

damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

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maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage for such organization does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal injury" or "advertising injury" arising out of an offense committed; before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of SECTION II – WHO IS AN INSURED.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.
2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after

the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph D.1. of SECTION I – COVERAGES, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

- B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
 2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
 3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.
- C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:
1. Damages; and
 2. Defense expenses if such expenses are within the limits of insurance of this policy; because of "bodily injury" or "property damage" included in the "products-completed operations hazard".
- D. Subject to Paragraph B. or C. above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:
1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage A arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
 2. Damages under Coverage B because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".
- For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".
- E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.
- F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

- A. With respect to Coverage A and Coverage B:

1. Asbestos

- a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph a. above.
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

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committed before, during or after the time of that person's employment; or

- b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs a.(1), (2) or (3) above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

- a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;
- b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or
- c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

- a. The actual, alleged or threatened exposure of any person or property to; or
- b. The "hazardous properties" of; any "nuclear material".

As used in this exclusion:

- a. "Hazardous properties" includes radioactive, toxic or explosive properties;
- b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and
- c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- a. Uninsured motorists;
- b. Underinsured motorists;

- c. Auto no-fault or other first-party personal injury protection (PIP);
- d. Supplementary uninsured/underinsured motorists (New York); or
- e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

- a. War, including undeclared or civil war; or
- 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.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage B:

1. Expected Or Intended Bodily Injury Or Property Damage

"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.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

- a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

- a. While ashore on premises owned by or rented to any insured; or
- b. That is 50-feet long or less and that:
 - (1) You own; or

- (2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
- g. "Your product" arising out of "your product" or any part of it; or
- h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or

"your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

- a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- a. Copyright;
- b. Patent;
- c. Trade dress;
- d. Trade name;
- e. Trademark;
- f. Trade secret; or
- g. Other intellectual property rights or laws.

This exclusion does not apply to:

- a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

- b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- a. Advertising, "broadcasting" or publishing;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage C:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

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management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph 5. of Paragraph D., **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
 - a. How, when and where the "event" or "occurrence" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
 - c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage A, the insured must:
 - a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
 - b. Comply with the terms of the "underlying insurance"; and
 - c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain necessary records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
 - d. 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 injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
 - a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
 - b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
 - a. How, when and where that "crisis management event" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;

- c. The nature and location of any injury or damage arising out of that "crisis management event"; and
- d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
 - a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
 - b. You have paid all premiums due for this policy at the time you make such request;
 - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

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- d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. 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.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

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

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

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

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
 - a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY OF SECTION I – COVERAGES**; and
 - b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
 - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
 3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
 5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
 6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
 7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - a. Another insurance company;
 - b. Us or any of our affiliated insurance companies;
 - c. Any risk retention group;

- d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
- e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

- a. Any "underlying insurance"; or
- b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all the work called for in your contract has been completed;
 - (b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification listed in a policy of

Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

- a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

- a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.
- b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
- c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage B and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage A:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

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- a. Means injury, other than "personal injury", caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any such programming.
6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:
- a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;
 - b. Information bearing on a person's credit worthiness, credit standing or credit capacity;
 - c. Social security number;
 - d. Driver's license number; or
 - e. Birth date.
7. "Consumer financial protection law" means:
- a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);
 - b. California's Song-Beverly Credit Card Act and any of its amendments; or
 - c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
12. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.
 - b. Vehicles maintained for use solely on or next to premises you own or rent.
 - c. Vehicles that travel on crawler treads.
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical

exploration, lighting and well servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers.
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:
- a. With respect to "bodily injury" or "property damage":
 - (1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or
 - (2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

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- b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and
 - c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".
15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
16. "Personal injury":
- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
18. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, "electronic data" is not tangible property.
19. "Self-insured retention" is the greater of:
- a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or
 - b. The applicable limit of insurance of any "other insurance" that applies.
20. "Slogan":
- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
 - b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
 22. "Title" means the name of a literary or artistic work.
 23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
 24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.
 25. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
 26. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.
- C. With respect to Coverage C:
1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".
 2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:
 - a. Damages covered by this Coverage A or Coverage B that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and
 - b. Significant adverse regional or national media coverage.
 3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:
 - a. For the reasonable and necessary:
 - (1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and
 - (2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and
 - b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:
 - (1) Medical expenses;
 - (2) Funeral expenses;
 - (3) Psychological counseling;
 - (4) Travel expenses;
 - (5) Temporary living expenses;
 - (6) Expenses to secure the scene of a "crisis management event"; or
 - (7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
 - a. Chief Executive Officer;
 - b. Chief Operating Officer;
 - c. Chief Financial Officer;
 - d. President;
 - e. General Counsel;
 - f. General partner (if you are a partnership); or
 - g. Sole proprietor (if you are a sole proprietorship);or any person acting in the same capacity as any individual listed above.



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COMPANY PROFILE

Company Information

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**ONE TOWER SQUARE
HARTFORD, CT 06183
866-336-2077**

Old Company Names	Effective Date
TRAVELERS INDEMNITY COMPANY OF ILLINOIS (THE)	01/12/2005

Agent For Service

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

Reference Information

NAIC #:	25674
California Company ID #:	2495-0
Date Authorized in California:	04/16/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

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NAIC Group List

NAIC Group #: **3548** Travelers 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
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
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