

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



**ITEM: 3.18  
(ID # 20274)**

**MEETING DATE:**  
Tuesday, November 01, 2022

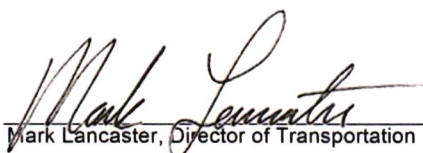
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Emergency Repair Work, Whitewater Cutoff Bridge in the Whitewater Area and Chuckwalla Valley Road Culverts in the Desert Center Area, California Environmental Quality Act (CEQA) Exempt. Districts 4 and 5. [\$750,000 Total Cost - Gas Tax 100%]

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

1. Find that the Emergency Repair Work Whitewater Cutoff Bridge in the Whitewater Area and Chuckwalla Valley Road Culverts in the Desert Center Area are exempt from the provisions of California Environmental Quality Act (CEQA) pursuant to Sections 15269 (b) (Statutory Exemption for Emergency Projects) and 15301 (c) (Existing Facilities);
2. Direct the Clerk of the Board of Supervisors to file the Notice of Exemptions with the County Clerk for posting within five (5) working days;
3. Receive and file an emergency contract, with Riverside Construction Company, Inc., that the Transportation Department has entered into on behalf of the County of Riverside in the amount of \$750,000; and
4. Approve the proposed project budget as shown on Attachment "A".

**ACTION:Policy**


  
Mark Lancaster, Director of Transportation 10/25/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez  
Nays: None  
Absent: None  
Date: November 1, 2022  
xc: Trans., Recorder

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy



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

| <b>FINANCIAL DATA</b>   | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>        | <b>Ongoing Cost</b> |
|---|-----------------------------|--------------------------|---------------------------|---------------------|
| <b>COST</b>   | \$ 750,000                  | \$ 0                     | \$ 750,000                | \$ 0                |
| <b>NET COUNTY COST</b>  | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>SOURCE OF FUNDS:</b> Gas Tax/HUTA (100%). There are no General Funds used in this project. |                             |                          | <b>Budget Adjustment:</b> | No                  |
|   |                             |                          | <b>For Fiscal Year:</b>   | 22/23               |

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

**BACKGROUND:**

**Summary**

The Director of Transportation Department entered into an emergency contract on September 28, 2022 with Riverside Construction Company, Inc. of Riverside, California, for the Emergency Repair Work Whitewater Cutoff Bridge in the Whitewater Area and Chuckwalla Valley Road Culverts in the Desert Center Area.

On March 23, 2022, a minor vehicle accident occurred on Whitewater Cutoff Bridge involving a truck that crashed into the existing bridge's concrete barrier and damaged a portion of the barrier, along with the metal guard railing on the southwest corner of the bridge. County maintenance crew was able to temporarily repair some of the damages from the bridge deck surface area.

Later upon a routine inspection of this bridge, it was identified that the base of the barrier was severely damaged due to the accident and now requires the damaged section to be restored and replaced. On further evaluation to assess the damages, it was identified that the existing metal guard railing, connected to the bridge barrier, is non-standard and also needs to be restored. Therefore, immediate repair work is needed for the existing metal guard rail system and that it be replaced and updated with Caltrans Standard Midwest Guardrail system including transitioning railing attached to a concrete anchor block.

A rainstorm on August 24, 2022 gave rise to a flash flooding event in eastern Riverside County (near Desert Center Area). This flash flooding caused some minor to moderate damages to some of the County maintained bridges and culverts on Chuckwalla Valley Road. County maintenance crews were able to temporarily repair some of the erosion damages along the culverts/bridges roadway approaches. Crews also were able to clear the runoff debris within the ditches. However, flash flooding caused severe erosion on a culvert's (Abrigo Ditch) upstream wingwall and also undermined the culvert walls. To mitigate the erosion, immediate repair is needed to extend the existing wingwall using Soldier Piles Shoring System, and to extend the existing wingwall to protect the embankments and approaches from further erosion.

The Transportation Department determined that immediate repair of the bridge and culverts is necessary to safeguard the public.

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Emergency repair work for Whitewater Cutoff Bridge involves several tasks of work, including but not limited to: reconstruction of the damaged concrete barrier railing, posts and support bases, removal and re-installation of guard rail system, installation of roadside markers and posts, removal and re-installation of narrow width bridge signs, traffic control, and additional associated work as directed by the Engineer.

Emergency repair work for Chuckwalla Valley Road Culverts (Abrigo Ditch, Vado Ditch and Segal Ditch) involves several tasks of work, including but not limited to: replacing broken guardrails, construct and extend wingwall, water proofing, minor concrete repairs, earthwork, slope stabilization, timber lagging improvements, traffic control, and additional associated work as directed by the Engineer.

The contract was executed in accordance with authority that the Board has delegated to the Director of Transportation by Resolution No. 2019-035 (January 29, 2019; agenda item 3.24) and has been approved as to legal form by County Counsel.

The Specifications and Contract Documents for this repair work have been approved as to legal form by County Counsel.

The contractor is qualified to perform the repair work, has executed the Contract, and has provided bonds and insurance documents which meet the requirements of the Contract.

Project No's. D3-0084 and 44-23200101

**Environmental Findings**

CEQA Guidelines Section 15269, Emergency Projects, allows emergency repairs (b) to a public facility necessary to maintain service essential to the public health, safety or welfare. The proposed activities qualify to be statutorily exempt from CEQA under Section 15269 (b) because the activity consists of necessary repair of the existing roadway to provide service essential to public health and safety.

In addition, CEQA Guidelines 15301 (c), Existing Facilities, allows for the repair and maintenance of existing public facilities that involve negligible or no expansion of existing or former use. The proposed activities qualify to be exempt from CEQA under Section 15301 (c) because the activities consist of repair and maintenance of existing facilities that do not create additional traffic lanes and involve negligible or no expansion of use of the existing roadways and associated facilities.

**Impact on Residents and Businesses**

The emergency repair work started in October 2022 and is anticipated to be completed in November 2022.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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Whitewater bridge will remain open during construction (at least one lane in each direction at all times). Currently, there is one quarry located nearby this bridge. Quarry business owner, personnel and visiting customers will be notified of the repair project and schedule.

Chuckwalla Valley Road Culverts will also remain open during construction (at least one lane in each direction at all times). Roadway signage will notify traffic of the repair project and schedule.

All work performed near the bridge site and along the culverts will be completed during daytime hours and access to traffic and residents will continuously be provided.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The estimated amount of this contract, prior to commencement of work, is \$750,000. However, this is based on a preliminary estimate of the amount of force account (time and materials) work needed to repair the road. This amount may vary as the repair work progresses and if subsequent damages or storms cause additional road damage.

This work will be performed in accordance with the Force Account provisions of the Standard Specifications. The work will be funded with Gas Tax/HUTA and there are no General Funds used for this project.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

Vicinity Map

Attachment "A", Project Costs and Budget

Contract, Bonds, and Insurance

Specifications and Contract Documents book

Notice of Exemption and Journal Voucher (Whitewater Cutoff Bridge)

Notice of Exemption and Journal Voucher (Chuckwalla Valley Road Culverts)



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



Jason Farin, Principal Management Analyst 10/26/2022



Kristine Bell-Valdez, Supervising Deputy County Counsel 10/26/2022



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY

Original Negative Declaration/Notice of
Determination was routed to County
AGENCY for posting on.

11/03/22
Date

Mojahed Salama, P.E.
Deputy for Transportation Capital Projects
Initial

Mark Lancaster, P.E.
Director of Transportation

Transportation Department
NOTICE OF EXEMPTION

August 24, 2022

PROJECT TITLE: Whitewater Cut-Off Emergency Repair Guard Rail System
Replacement on the Southwest Approach
Work Order # ZD30084C Task Code # Z1530

PROJECT SPONSOR: County of Riverside Transportation Department

PROJECT LOCATION: Community of Whitewater, west of Palm Springs, approximately 2
miles west of State Route 62, just north of the Interstate 10 Freeway.

SUPERVISORIAL DISTRICT: 5

PROJECT DESCRIPTION: The County of Riverside Transportation Department is proposing
to repair Whitewater Cut-off Bridge, due to a minor accident. Work will consist of repairing the
damaged concrete barrier and replace the metal guard rail at the southwest corner of the bridge.
This will include replacing existing barrier support columns, barrier concrete railing, and replacing
the existing metal guard rail. All work will be performed from the bridge deck and will prevent
any concrete/material/debris from entering or falling into Whitewater River.

ENVIRONMENTAL ANALYSIS:

This project is subject to compliance with Riverside County's Coachella Valley Multi-Species
Habitat Conservation Plan (CVMSHCP). In accordance with Section 7 of the Coachella Valley
MSHCP, necessary operation and maintenance along existing roadways are considered a covered
activity outside/inside of cell criteria area/conservation areas. This project is considered to be an
operation and maintenance; therefore, it is a covered activity under the Coachella Valley MSHCP.

If tree and/or vegetation removal takes place during the migratory bird breeding season (February
1 – September 1), a preconstruction nesting survey will be conducted pursuant to the Migratory
Bird Treaty Act (MBTA).

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

Section 15301 (c) – Existing Facilities – The project proposes to repair damaged bridge
railing on Whitewater Cut-Off Bridge. The project in its entirety is consistent with
Section 15301(c) because it does not create additional traffic lanes and involves no
expansion of use of the existing roadway and associated facilities.

NOV 1 2022 3.18

**Section 15269 (b)– Statutory Exemption for Emergency Projects** – Emergency repair is planned in order to provide safe travel for the general public. CEQA Guidelines Section 15269, Emergency Projects, allows emergency repairs to a public facility necessary to maintain service essential to the public health, safety or welfare. The proposed activity qualifies to be statutorily exempt from CEQA under Section 15269 (b) because the activity consists of necessary repair of the existing roadway to provide service essential to public health and safety.

By: Don Copeland, Senior Transportation Planner

Signed: Jan Bulinski  
Jan Bulinski, Environmental Project Manager





**COUNTY OF RIVERSIDE**  
*TRANSPORTATION AND  
LAND MANAGEMENT AGENCY*

*Mark Lancaster, P.E.*  
*Director of Transportation*

**Transportation Department**

*Mojahed Salama, P.E.*  
*Deputy for Transportation/Capital Projects*

DATE: August 24, 2022

TO: Josefina Castillo-Avila, ACR Technician III

FROM: Jan Bulinski, Environmental Project Manager *JRB*

RE: **Whitewater Cut-Off Emergency Repair Guard Rail System Replacement in Southwest Approach**  
W.O.#ZD30084C Task Code # Z1530

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

After posting, please return the document to Mail Stop #2136, Attention: Don Copeland. If you have any questions, please contact Don Copeland at [dcopelan@rivco.org](mailto:dcopelan@rivco.org).

Attachment

cc: file

COUNTY OF RIVERSIDE CLERK & RECORDER

AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER

-TO BE FILLED IN BY SUBMITTING AGENCY-  
537280-20000-3130500000 ZD30084C Z1530

AUTHORIZATION NUMBER: W.O.#ZD30084C, Task Code Z1530

AMOUNT: \$50.00

DATE: August 24, 2022

AGENCY: County of Riverside Transportation Department

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Jan Bulinski, Environmental Project Manager

Signature: *Jan Bulinski*

PRESENTED BY: Don Copeland, Senior Transportation Planner

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Mark Lancaster  
Director of Transportation

# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY

Mojahed Salama, P.E.  
Deputy for Transportation/Capital  
Projects

Russell Williams  
Deputy for Transportation Planning and  
Development

## Transportation Department NOTICE OF EXEMPTION

Negative Declaration/Notice of Exemption was routed to County Clerk for posting on 11/3/22  
Initial BS

September 27, 2022

**PROJECT TITLE:** Chuckwalla Valley Road Culverts Emergency Repairs  
Work Order # Z4423200101F Task Code # Z1530

**PROJECT SPONSOR:** County of Riverside Transportation Department

**PROJECT LOCATION:** Chuckwalla Valley, approximately 17 miles east of Desert Center, approximately 2.5 miles south of I-10, on Chuckwalla Valley Road.

**SUPERVISORIAL DISTRICT:** 4

**PROJECT DESCRIPTION:** The County of Riverside Transportation Department is proposing to repair three bridges on Chuckwalla Valley Road in Chuckwalla Valley. Work will consist of the following:

- Abrigo Ditch (BR-S8194) – replace broken guardrails, construction and extend existing wingwall on the southeast corner by providing steel soldier beams with wooden lagging and water proofing to mitigate any further erosion/undermining behind wingwall slopes.
- Vado Ditch (BR-S8194) – replace broken guardrails.
- Segal Ditch (BR-56C0109) – minor concrete repair work, including fill in minor hairline cracks with Caltrans approved epoxy/concrete mix. Cracks are present on the faces of the stem walls under the culvert deck and at all four corners.

All work will be performed from the bridge deck and will prevent any concrete/material/debris from entering or falling into the drainages.

**ENVIRONMENTAL ANALYSIS:**

The proposed project will be constructed within existing County right of way.

If tree and/or vegetation removal takes place during the migratory bird breeding season (February 1 – September 1), a preconstruction nesting survey will be conducted pursuant to the Migratory Bird Treaty Act (MBTA).

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

3525 14<sup>th</sup> Street · Riverside, CA 92501 · (951) 955-6800  
P.O. Box 1090 · Riverside, CA 92502-1090 · FAX (951) 955-3164

NOV 1 2022 3.18



**Section 15301 (c) – Existing Facilities** – The project proposes to repair flood damaged bridge railing, extending wingwall and minor concrete repair work. The project in its entirety is consistent with Section 15301(c) because it does not create additional traffic lanes and involves no expansion of use of the existing roadway and associated facilities.

**Section 15269 (b)– Statutory Exemption for Emergency Projects** – Emergency repair is planned in order to provide safe travel for the general public. CEQA Guidelines Section 15269, Emergency Projects, allows emergency repairs to a public facility necessary to maintain service essential to the public health, safety or welfare. The proposed activity qualifies to be statutorily exempt from CEQA under Section 15269 (b) because the activity consists of necessary repair of the existing roadway to provide service essential to public health and safety.

By: Don Copeland, Senior Transportation Planner

Signed: Jan Bulinski  
Jan Bulinski, Environmental Project Manager



Mark Lancaster  
Director of Transportation

**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**

Mojahed Salama, P.E.  
Deputy for Transportation/Capital  
Projects

Russell Williams  
Deputy for Transportation/Planning and  
Development

**Transportation Department**

DATE: September 27, 2022  
TO: Josefina Castillo-Avila, ACR Technician III  
FROM: Jan Bulinski, Environmental Project Manager *JEB*  
RE: **Project Name**  
W.O.#Z4423200101F Task Code # Z1530

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

After posting, please return the document to Mail Stop #2136, Attention: Don Copeland. If you have any questions, please contact Don at [\\_dcopelan@rivco.org](mailto:_dcopelan@rivco.org).

Attachment

cc: file

COUNTY OF RIVERSIDE CLERK & RECORDER

AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER

-TO BE FILLED IN BY SUBMITTING AGENCY-  
537280-20000-3130500000 Z4423200101F Z1530

AUTHORIZATION NUMBER: W.O.#Z4423200101F, Task Code Z1530

AMOUNT: \$50.00

DATE: September 27, 2022

AGENCY: County of Riverside Transportation Department

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Jan Bulinski, Environmental Project Manager

Signature: *Jan Bulinski*

PRESENTED BY: Don Copeland – Senior Environmental Planner

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



## Contract

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

### W I T N E S S E T H

#### **Recitals:**

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Emergency Repair Work, Whitewater Cutoff Bridge, Whitewater Area, Project No. D3-0084, and Chuckwalla Valley Road Culverts, Desert Center Area, Project No. 44-23200101**, 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 Bid, (c) The Payment Bond, (d) The Performance Bond, (e) The General Conditions, (f) The Special Provisions, (g) 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, (h) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (i) The Plans, (j) The Determination of Prevailing Wage Rates for Public Works, (k) Any Change Orders issued, and (l) 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 emergency repairs necessary to construct the work generally described in Recital No. 1 and Special Provisions 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 **two (2) 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 24 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

The Contractor agrees to receive and accept payment, on a force-account basis, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract, until its acceptance by the County of Riverside, and for well and faithfully completing the work, and the whole thereof, in the manner according to the specifications, and the requirements of the Engineer.

The estimated cost for this project, prior to commencement of work, is **\$750,000.00 (Seven hundred fifty thousand dollars and zero cents)**.

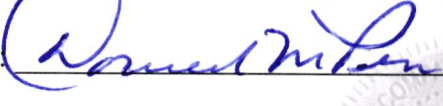
**Emergency Repair Work  
Whitewater Cutoff Bridge  
Whitewater Area  
Project No. D3-0084, and  
Chuckwalla Valley Road Culverts  
Desert Center Area  
Project No. 44-23200101**

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

**COUNTY OF RIVERSIDE**

**RIVERSIDE CONSTRUCTION COMPANY, INC.**

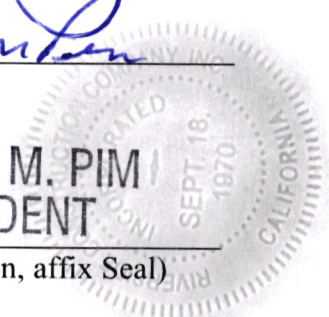
BY: 

BY: 

*for* Mark Lancaster  
Director of Transportation  
*Delegated authority for emergency contracts per  
Resolution No. 93-047, currently adopted by  
Resolution No. 2019-035 (January 29, 2019;  
Agenda Item 3.24)*

**DONALD M. PIM  
PRESIDENT**

TITLE: \_\_\_\_\_  
(If Corporation, affix Seal)



DATED: 9/28/2022

ATTEST: 

TITLE: SECRETARY/TREASURER

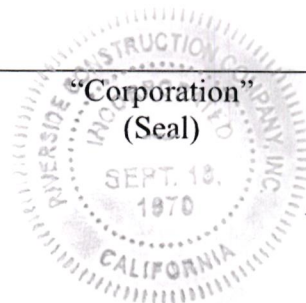
FORM APPROVED COUNTY COUNSEL  
BY:   
DANIELLE D. MALAND

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

License No.: 266222

Federal Employer Identification Number:  
95-2662331

Department of Industrial Relations Registration Number:  
1000003993





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

December 10, 2020

A meeting of the Board of Directors of Riverside Construction Company, Inc., a California Corporation, was held on December 10, 2020, duly called pursuant to written notice, at which a quorum was present and voting.

The Directors hereby adopt the following recitals, resolutions, and statements pursuant to the Corporation's By-Laws permitting such action to be taken effective January 1, 2021:

**OFFICERS – SIGNING CONTRACTS AND OTHER INSTRUMENTS**

**WHEREAS**, The duly elected Directors of the Corporation are Donald M. Pim – Chairman, Richard W. Gove, Kevin M. Kelly, and Bryan M. Lounsbury.

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

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

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

(Officer) Donald M. Pim – President:



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



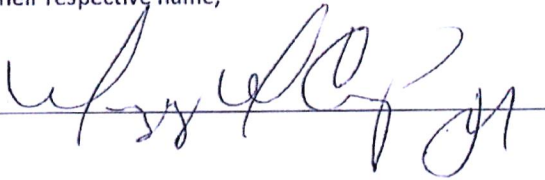
(Officer) Jason A. Moore – Vice President:



(Officer) Bryan M. Lounsbury - Secretary / Treasurer:



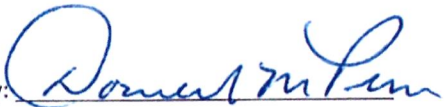
**RESOLVED, FURTHER**, that the following officers of the Corporation designated by the Board of Directors shall be and are authorized and empowered to execute contract change orders in the name of and on behalf of the Corporation. The Corporation Officers referred to herein are held by the following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

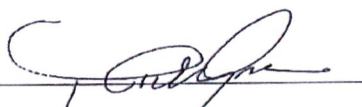
(Officer) Gregory G. Camp, Jr. – Vice President: 

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

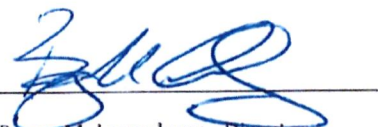
**RESOLVED, FURTHER**, that the Secretary of the Corporation is instructed to insert this resolution in the Corporation's Minute Book.

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

By:   
Donald M. Pim – Chairman/Director

By:   
Richard W. Gove – Director

By:   
Kevin M. Kelly – Director

By:   
Bryan M. Lounsbury - Director

**Performance Bond**

**Recitals:**

1. **Riverside Construction Company, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Emergency Repair Work, Whitewater Cutoff Bridge, Whitewater Area, Project No. D3-0084, and Chuckwalla Valley Road Culverts, Desert Center Area, Project No. 44-23200101.**
2. Fidelity and Deposit Company of Maryland, a Illinois corporation (Surety), is the Surety under this Bond.

**Agreement:**

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$750,000.00 (Seven hundred fifty thousand dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of September 29, 2022  
Riverside Construction Company, Inc. Fidelity and Deposit Company of Maryland

By [Signature]  
By [Signature]

By [Signature]  
Type Name Margareta T. Thorsen

**DONALD M. PIM**  
**PRESIDENT**

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).



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento }

On 9/29/22 before me, Sandra R. Black, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CIVIL CODE § 1189**

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

State of California

County of Riverside

On October 3, 2022 before me, Alyssa Helm, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Donald M. Pim  
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document \_\_\_\_\_

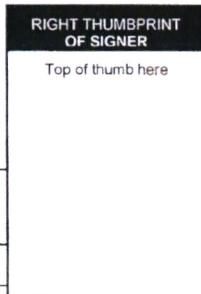
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

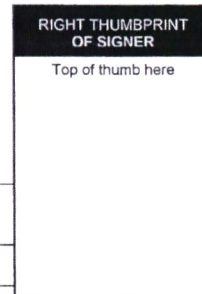
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_



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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28<sup>th</sup> day of April, A.D. 2020.



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 28th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of September, 2022.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

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

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577



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

**COMPANY PROFILE**

**Company Information**

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

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

**Old Company Names**

**Effective Date**

**Agent For Service**

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

**Reference Information**

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

[back to top](#)

**NAIC Group List**

NAIC Group #: **0212** ZURICH INS GRP

**Lines Of Business**

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

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



### Payment Bond

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

The makers of this Bond are **Riverside Construction Company, Inc.**, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$750,000.00 (Seven hundred fifty thousand dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Emergency Repair Work, Whitewater Cutoff Bridge, Whitewater Area, Project No. D3-0084, and Chuckwalla Valley Road Culverts, Desert Center Area, Project No. 44-23200101.**

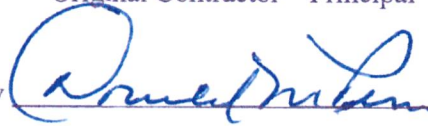
The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or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

Dated: September 29, 2022

Riverside Construction Company, Inc.

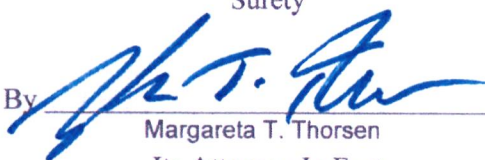
Original Contractor – Principal

Fidelity and Deposit Company of Maryland

By 

Surety

**DONALD M. PIM  
PRESIDENT**

By   
Margareta T. Thorsen  
Its Attorney In Fact

Title \_\_\_\_\_

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE \_\_\_\_\_  
OF \_\_\_\_\_  
COUNTY \_\_\_\_\_  
OF \_\_\_\_\_

**See attached CA All Purpose Acknowledgement**

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Notary Public (Seal)

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento }

On 9/29/22 before me, Sandra R. Black, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Margareta T. Thorsen  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CIVIL CODE § 1189**

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

State of California

County of Riverside

On October 3, 2022 before me, Alyssa Helm, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Donald M. Pim  
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document \_\_\_\_\_

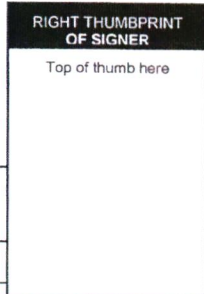
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

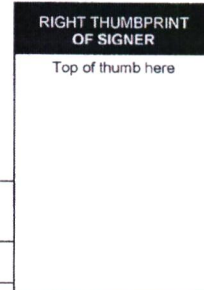
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28<sup>th</sup> day of April, A.D. 2020.



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 28th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29<sup>th</sup> day of September, 2022.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

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

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577



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

**COMPANY PROFILE**

**Company Information**

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**1299 ZURICH WAY**  
**SCHAUMBURG, IL 60196**  
**800-382-2150**

**Old Company Names** **Effective Date**

**Agent For Service**

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

**Reference Information**

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

[back to top](#)

**NAIC Group List**

NAIC Group #: **0212** ZURICH INS GRP

**Lines Of Business**

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

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

# **SPECIFICATIONS and CONTRACT DOCUMENTS**

## **for the CONSTRUCTION of**

**Emergency Repair Work**

**Whitewater Cutoff Bridge  
Whitewater Area  
Project No. D3-0084, and**

**Chuckwalla Valley Road Culverts  
Desert Center Area  
Project No. 44-23200101**



## **TRANSPORTATION DEPARTMENT**

FORM APPROVED COUNTY COUNSEL  
BY:   
DANIELLE D. MALAND



## General

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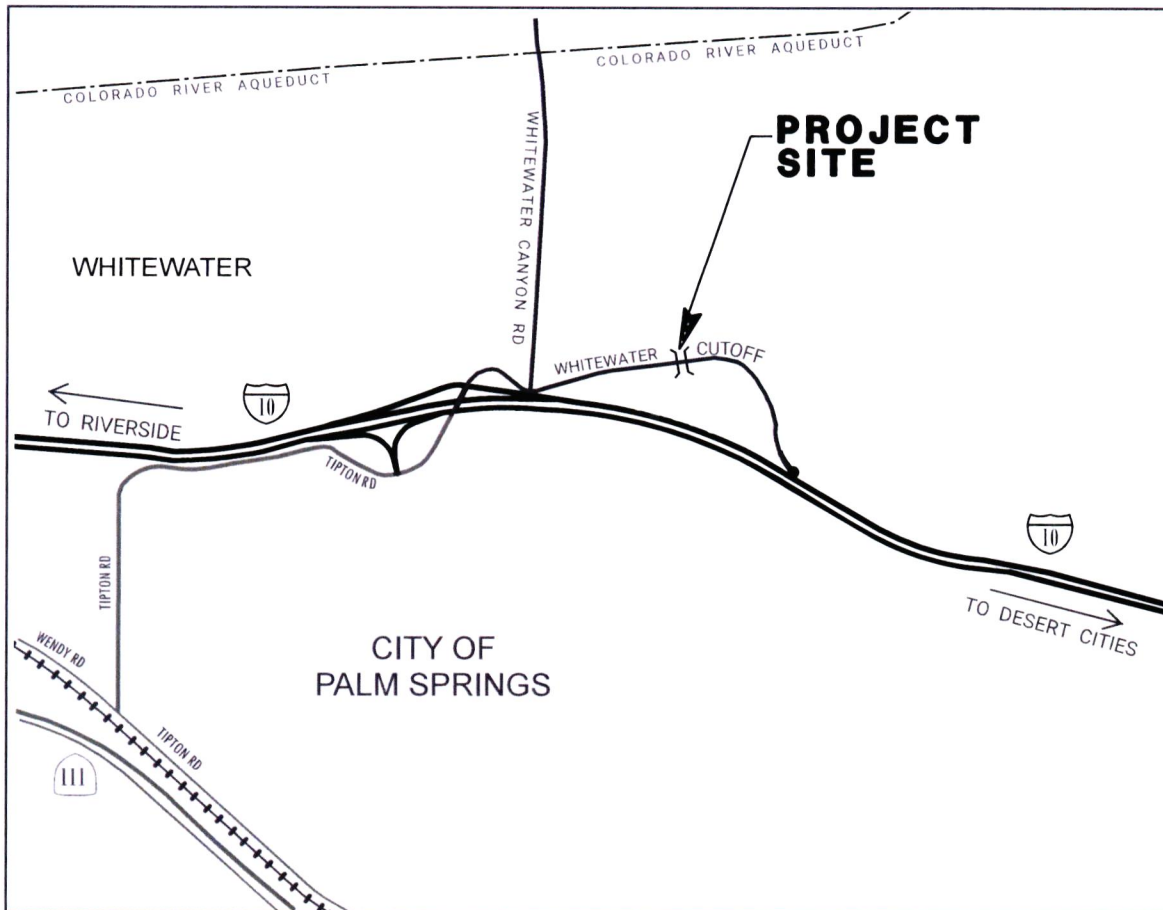
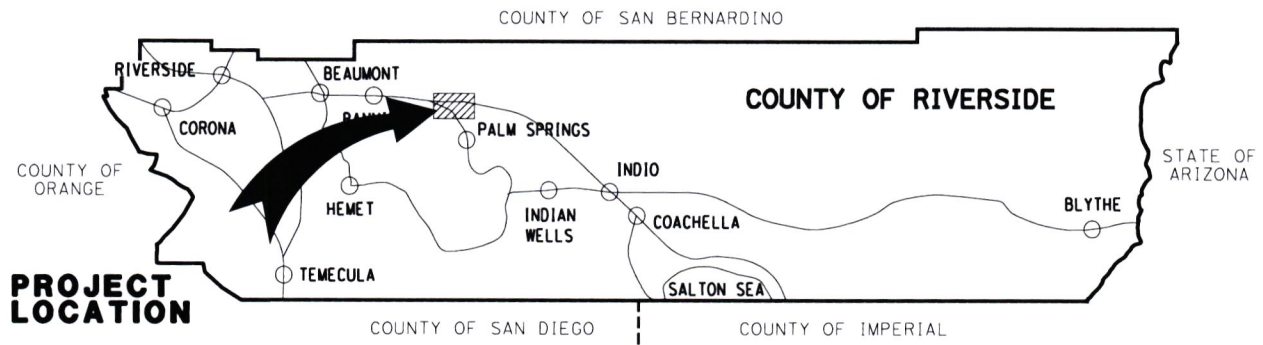
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COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

EMERGENCY REPAIR WORK  
WHITEWATER CUTOFF BRIDGE

WHITEWATER AREA  
PROJECT No. D3-0084

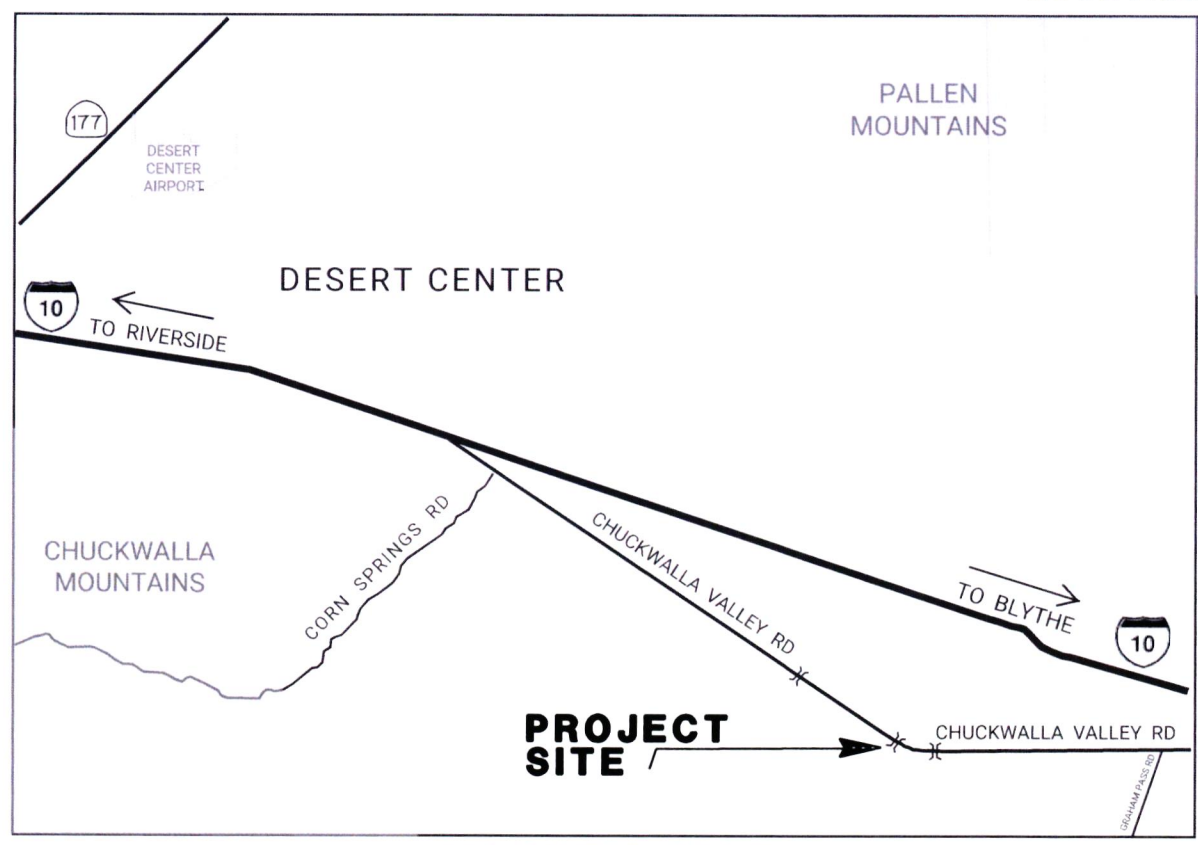
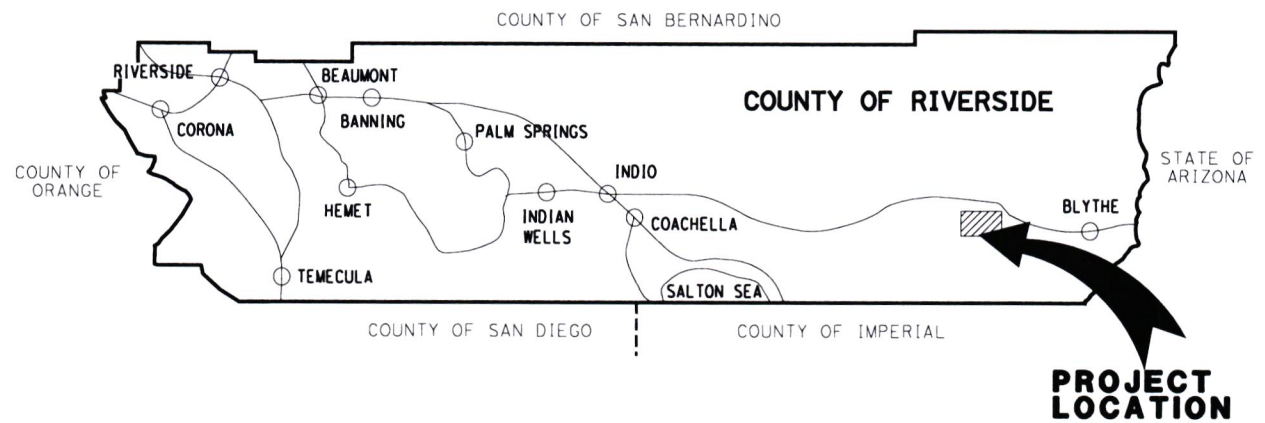


VICINITY MAP

i(a)

COUNTY OF RIVERSIDE  
**TRANSPORTATION DEPARTMENT**

**EMERGENCY REPAIR WORK**  
**CHUCKWALLA VALLEY ROAD CULVERTS**  
**DESERT CENTER AREA**  
**PROJECT No. 44-23200101**



**VICINITY MAP**

i(b)

## Instructions to Contractors (Emergency Work)

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## **Instructions to Contractors (Emergency Work)**

In compliance with the Americans with Disabilities Act, persons with disabilities may request reasonable accommodations (including auxiliary aids and services at no cost) to participate in Emergency Work by contacting Contracts/Bidding Unit at 951-955-6780 or jrjimenez@rivco.org at least 3 business days before the scheduled submittal date of Emergency Work cost estimate.

In compliance with Title II of the Americans with Disabilities Act (ADA), the County of Riverside does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. It is committed to ensuring that its programs, services and activities are fully accessible to and usable by people with disabilities.

To accommodate persons with disabilities, this Specifications and Contract Documents Book is available in alternate formats upon request.

### 1. Inspection of Site

Contractor's attention is directed to Standard Specifications Section 2-1.07, "Job Site and Document Examination." Contractors must examine the site and acquaint themselves with all conditions affecting the work. By making and submitting a cost estimate, a Contractor warrants that he has made such site examination as the Contractor deems necessary for the condition of the site, its accessibility for materials, workmen and utilities, and for the ability to protect existing surface and subsurface improvements. No claim for allowances, time or money, will be allowed as to such matters.

### 2. License

Contractor must have the necessary license(s) required under provisions of the California Business and Professions Code for the scope of work covered in the Contract Documents at the time of cost estimate submission. This includes Joint Ventures.

Each item of work will be performed by a Contractor that is qualified and properly licensed for that work.

Pursuant to California Labor Code §3099, certification is required for all persons who perform work as electricians for Contractors licensed as Class C10 "Electrical Contractor." Proof of certification must be provided to the County before the start of construction.



3. Contract Participation

County encourages general and prime Contractors to solicit competitive subcontracting, trucking and supplier opportunities to minority, women, disabled veteran, and small business firms where possible, in their contracting and procurement activities with the County.

Section 3-1.08, "Small Business Participation Report," of the Standard Specifications is deleted.

4. Subletting, Subcontracting, and Subcontractor List

General

Attention is directed to General Conditions Section 12, "Subcontracting".

Pursuant to Public Contract Code § 4100 et seq., "Subletting and Subcontracting Fair Practices Act," Contractors are required to list each subcontractor who will perform work, provide labor, or render services in or about the construction of work or improvement or a subcontractor who specifically fabricates and installs a portion of the work or improvement according to the details contained in the Plans and Specifications. The Subletting and Subcontracting Fair Practice Act applies to all phases of the work.

Subcontractor List

The Contractor must submit a Subcontractor List when subcontracting is utilized. Subcontractor List must be on the form contained in the Specifications and Contract Documents Book.

Section 2-1.10, "Subcontractor List" of the Standard Specifications is deleted and replaced with the following:

Contractor must list each subcontractor to perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1 percent of the total Contract amount or \$10,000, whichever is greater (Public Contract Code § 4100 et seq.).

Pursuant to Public Contract Code § 6109 et seq., the Contractor shall not perform work on a project with a subcontractor who is ineligible to perform work on the project pursuant to Labor Code § 1777.1 or 1777.7.

The Subcontractor List must show the business name, business address, license number, DIR registration number and work portions to be performed by each subcontractor listed. Work portions must be identified by description for each subcontractor listed. The percentage of work to be performed by all listed subcontractors must be written on the bottom of the Subcontractor List form.

An inadvertent error in listing the license number will be processed as required by Public Contract Code § 4104 (a) (2). If partial work is to be performed within a certain construction item or trade, the Contractor shall specify the portions of the work to be performed by the different subcontractors or the directive under Public Contract Code § 4106 shall apply.

Each designated item of work will be performed by a Contractor who is qualified and properly licensed for that listed item of work.

Omission or failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work (Public Contract Code § 4106).

The County may request additional information to verify submitted Subcontractor List information and for total and/or individual subcontracted percentage amounts. Contractor must provide this information within three (s) business days after the cost estimate submittal due date.

Penalties

The Contractor's attention is directed to other provisions of the Subletting and Subcontracting Fair Practices Act related to the imposition of penalties for failure to observe its provisions by utilizing unauthorized subcontractors or by making unauthorized substitutions.

Clerical error

After the cost estimate submission and prior to award of Contract, inadvertent subcontractor designation clerical error(s) will be processed as required by Public Contract Code § 4107.5 and as required by Labor Code §1771.1 (c) for subcontractors who are not registered with the DIR.

5. Registration with the Department of Industrial Relations (DIR)

Attention is directed to:

- General Conditions Section 8, "Labor Code"

No Contractor may submit a cost estimate nor a subcontractor be listed on a cost estimate (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 or excepted from this requirement for bid purposes only under Labor Code § 1771.1(a).

No Contractor or subcontractor may be awarded a Contract (awarded on or after April 1, 2015) or perform work on any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR.

6. Hours of Work

Attention is directed to Section 8-1.05, "Time" and Section 7-1.02K(5), "Working Hours" of the Standard Specifications.

Daily working hours will be between the hours of **7:00 a.m. and 6:00 p.m.**, Monday through Friday, except County-overserved holidays, or as revised in the Special Provisions, and as approved by the Engineer. Exceptions and specific work schedules must be submitted in writing to the Engineer for consideration.

7. Contract Documents

The complete Contract Documents are identified in the Contract. Contractors are cautioned that the successful Contractor incurs duties and obligations under all of the Contract Documents and that they should not merely skim and hastily review the Plans and Specifications (if any) in making their cost estimate.

8. Qualifications of Contractors

No award will be made to any Contractor who cannot give satisfactory assurance to the Board of Supervisors as to his own ability to carry out the Contract, both from his financial standing and by reason of his previous experience as a Contractor on work of the nature contemplated in the Contract. The Contractor may be required to submit his record of work of similar nature to that proposed under these specifications and unfamiliarity with the type of work may be sufficient cause for rejection of cost estimate.

9. Award of Contract

The Contractor's attention is directed to the provisions in these Instructions to Contractors for the requirements and conditions concerning award and execution of Contract.

Section 3-1.04, "Contract Award" of the Standard Specifications is deleted.

The Emergency Contract can be executed in accordance with authority that the Board has delegated to the Director of Transportation by Resolution No. 93-047, now as adopted by Resolution No. 2019-035 (January 29, 2019; agenda item 3.24), and has been approved as to legal form by County Counsel.

Resolution No. 93-047, adopted March 30, 1993, which states that emergency contracts to safe guard life, health or property can be authorized by the Director of Transportation. The resolution requires that the Director of Transportation report back to the Board in a public meeting after executing the Contract.

This work is being performed in accordance with the Force Account provisions of the Standard Specifications and as detailed in the Contract.

10. Payment and Performance Bonds

The County requires a 100% Payment Bond and 100% Performance Bond from the successful Contractor. All bonds must be on County's forms contained in the Specifications and Contract Documents Book.

The bonds must be underwritten by a Surety Company, which is admitted to transact the business of insurance in the State of California, and which carries a rating in the current issue of Best's Insurance Guide of "A" or better with a financial size of at least "VIII". The bond forms included in the Specifications and Contract Documents Book must be used. All signatures on the bonds must be notarized. Bonds must be provided with an executed Power of Attorney issued by the Surety.

11. Submission of Insurance Certificate and Endorsements

Attention is directed General Conditions Section 4 "Insurance and Hold Harmless."

Within five (5) working days of the date of the Notice to Proceed issued by the County and prior to the commencement of work, the selected Contractor must submit a certificate of insurance, including required endorsements, which provides evidence that the Contractor has insurance coverage that meets the requirements of General Conditions "Insurance and Hold Harmless" section. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified five (5) business day period will be grounds to declare the Contractor as non-compliant with the Contract Documents, rescinding the Notice of Acceptance and awarding to the second low bidding Contractor, at the sole discretion of the County.



## 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<br>Name | License<br>Number | DIR<br>Registration<br>Number | Business<br>Address<br>(City, State) | Construction<br>Item(s)<br>[Item Number and<br>Description] | Check<br>if<br>Partial<br>Work |
|----|-----------------------|-------------------|-------------------------------|--------------------------------------|---|--------------------------------|
| 1. |                       |                   |                               |                                      |   | <input type="checkbox"/>       |
| 2. |                       |                   |                               |                                      |   | <input type="checkbox"/>       |
| 3. |                       |                   |                               |                                      |   | <input type="checkbox"/>       |
| 4. |                       |                   |                               |                                      |   | <input type="checkbox"/>       |
| 5. |                       |                   |                               |                                      |   | <input type="checkbox"/>       |
| 6. |                       |                   |                               |                                      |   | <input type="checkbox"/>       |

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

**Percent of work to be performed by Subcontractors:** \_\_\_\_\_%

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

## Contract

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

### W I T N E S S E T H

#### **Recitals:**

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Emergency Repair Work, Whitewater Cutoff Bridge, Whitewater Area, Project No. D3-0084, and Chuckwalla Valley Road Culverts, Desert Center Area, Project No. 44-23200101**, 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 Bid, (c) The Payment Bond, (d) The Performance Bond, (e) The General Conditions, (f) The Special Provisions, (g) 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, (h) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (i) The Plans, (j) The Determination of Prevailing Wage Rates for Public Works, (k) Any Change Orders issued, and (l) 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 emergency repairs necessary to construct the work generally described in Recital No. 1 and Special Provisions 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 **two (2) 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 24 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

The Contractor agrees to receive and accept payment, on a force-account basis, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract, until its acceptance by the County of Riverside, and for well and faithfully completing the work, and the whole thereof, in the manner according to the specifications, and the requirements of the Engineer.

The estimated cost for this project, prior to commencement of work, is **\$750,000.00 (Seven hundred fifty thousand dollars and zero cents)**.

**Emergency Repair Work  
Whitewater Cutoff Bridge  
Whitewater Area  
Project No. D3-0084, and  
Chuckwalla Valley Road Culverts  
Desert Center Area  
Project No. 44-23200101**

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

**COUNTY OF RIVERSIDE**

**RIVERSIDE CONSTRUCTION COMPANY, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Mark Lancaster  
Director of Transportation  
*Delegated authority for emergency contracts per  
Resolution No. 93-047, currently adopted by  
Resolution No. 2019-035 (January 29, 2019;  
Agenda Item 3.24)*

TITLE: \_\_\_\_\_  
(If Corporation, affix Seal)

DATED: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

TITLE: \_\_\_\_\_

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

License No.: 266222

Federal Employer Identification Number:

95-2662331

Department of Industrial Relations Registration Number:

1000003993

\_\_\_\_\_  
"Corporation"  
(Seal)



## Performance Bond

**Recitals:**

1. **Riverside Construction Company, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Emergency Repair Work, Whitewater Cutoff Bridge, Whitewater Area, Project No. D3-0084, and Chuckwalla Valley Road Culverts, Desert Center Area, Project No. 44-23200101.**
  
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 **\$750,000.00 (Seven hundred fifty thousand dollars and zero cents)** and inures to the benefit of County.
  
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
  
3. This obligation is binding on our successors and assigns.
  
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of \_\_\_\_\_.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

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 **Riverside Construction Company, Inc.**, as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$750,000.00 (Seven hundred fifty thousand dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Emergency Repair Work, Whitewater Cutoff Bridge, Whitewater Area, Project No. D3-0084, and Chuckwalla Valley Road Culverts, Desert Center Area, Project No. 44-23200101.**

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).

## General Conditions

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## General Conditions

### 1. Definitions and Terms

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

- A. "Department", "Department of Transportation", "State", and "State of California" means the County of Riverside.
- B. "Engineer", and "Director" means the Director of Transportation and Land Management Agency (TLMA) for the County of Riverside, and includes his authorized representatives.
- C. "Laboratory" means the established laboratory of the County of Riverside.
- D. "Plans" means the portion of the Contract Documents consisting of all drawings prepared for the direction and characteristics of the work. A schedule of said drawings which constitutes the plans as of the execution of the Contract is set forth in the Special Provisions and are supplemented by the Standard Plans referred to in the Special Provisions.

Other terms appearing in the Specifications and Contract Documents, including the Special Provisions, shall have the intent and meaning specified in Section 1-1.07, "Definitions" of the Standard Specifications. The following are additional terms appearing in the Contract Documents:

- "County", "Contractor" and "Contract Documents" are identified in the Contract. "County" and "Contractor" includes their authorized representatives are treated throughout as if each were singular in number. "Contractor" includes its surety.
- "Contract Documents" are identified in the Contract.
- "Business Day" is defined as 7:30 a.m. to 5:30 p.m. Monday through Friday, excepting therefrom when County is closed for holidays as set forth in County Ordinance 358, Section 1, items c. through q.
- "You" and "Your" means the Bidder and/or Contractor.
- "Specifications and Contract Documents" means the County's Bid Book comprised of the forms, drawings, table of contents, specifications and contract documents for the construction of the County's transportation, Emergency Repair Work or road project.

2. Standard Specifications

The Standard Specifications of the State of California Department of Transportation, edition of 2018 hereafter called "Standard Specifications", including amendments and revisions to the Standard Specifications, are incorporated herein as modified in these General Conditions, the Instructions to Contractors, the Special Provisions and the Plans.

General Conditions govern over all the Contract Documents except the Special Provisions, the Contract, and Bonds.

The following subsections of the Standard Specifications are deleted:

- 2-1.15C(2), DVBE Incentive
- 3-1.08, Small Business Participation Report
- 3-1.11, Payee Data Record
- 8-1.04B, Standard Start
- 12-1.04, Payment (for Flagging Costs)

The Standard Specifications of the State of California Department of Transportation, edition as listed in Special Provision Specifications and Plans General Section 1-1.01, hereafter called "Standard Specifications", are incorporated herein as modified in these Special Provisions and the Plans.

Amendments to the Standard Specifications for this project, **as dated in the Special Provisions**, are incorporated herein. During the advertisement period of this project, this document is available upon request at the office of the County of Riverside Transportation Department and will be available to the awarded Contractor.

Amendments to the Standard Specifications set forth in the Special Provisions shall be considered as part of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the text or table following the term shall be considered an amendment to the Standard Specifications.

In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

In the event that discrepancies are encountered which are not addressed herein, the option that provides the method, item or material with the greatest strength, utility, performance shall be selected, as directed by the Engineer.

3. Director of Transportation and Land Management Agency (TLMA)

All work shall be done under the supervision of the Director of TLMA who shall determine the amount, quality, acceptability and fitness of all parts of the work, and interpret the Contract Documents. No act or omission of the Director of TLMA relieves Contractor of the duty to proceed with the work in strict conformity with the Contract Documents.

Upon request, Director of TLMA shall reduce to writing any oral order, objection, requirement or determination. Whenever the Director of TLMA's approval is required, it shall be in writing only.

All communications to the County by Contractor shall be via the Director of TLMA, or such individual(s) as may be designated by the Director of TLMA in his discretion.

No work shall be performed on site other than during normal working hours without the knowledge and consent of the Director of TLMA.

When in Director of TLMA's opinion, weather or other conditions are such that attempts to perform a portion of the work will probably result in work not in accordance with the Contract Documents, he shall so advise the Contractor. When Contractor advises the Director of TLMA that he intends to proceed despite such advice, he does so at his peril. The Director of TLMA may then order Contractor, in writing which specifies the portion of the work involved and the conditions warranting the issuance of the order, not to proceed on such portion of the work if: (1) proceeding will, in his judgment, have an adverse effect on Contractor's ability to complete the work within the stipulated time period, or (2) proceeding will, in his judgment, necessitate unusual tests and procedures to ascertain whether said portion of the work is in accordance with the Contract Documents. Contractor shall comply with such orders at its expense.

Nothing herein contained relieves Contractor from the duty to make independent determinations as to weather and other conditions affecting the proper completion of the work.

Failure for any reason of Director of TLMA to advise Contractor as to such matters, or to issue an order as above provided, does not relieve the Contractor from the duty to accomplish the work in accordance with the Contract Documents.

As stated elsewhere, amounts shown in the Contract as to quantities are merely estimates only. From time to time Director of TLMA shall direct Contractor as to the prosecution of the work in such a manner as to increase or decrease such estimates as to the work actually to be done. Contractor shall comply with such instructions and shall be paid only for work actually done based on the unit price set out in the Contract.

4. Insurance and Hold Harmless

Within five (5) working days of the Notice to Proceed and prior to commencement of work, the successful Contractor must submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of this section.

In lieu of the provisions of Standard Specification Section 3-1.07, "Insurance Policies" and Section 7-1.06, "Insurance", the following shall apply:

**A. General:**

Contractor shall submit to the County a Certificate of Insurance, signed by an authorized representative of the Contractor's insurance provider or agency, which certifies to the County that insurance coverage is provided in accordance with the requirements of this Section.

Certificate Holder information is as follows:

County of Riverside  
Transportation Department  
Attn: Contracts/Bidding Unit  
3525 14<sup>th</sup> Street  
Riverside, CA 92501

Contractor shall not commence work under the Contract until he has obtained the insurance required hereunder and satisfactory proof of said insurance has been submitted to and accepted by the County.

The County may suspend all Contractor project work activities, at the Contractor's expense, for failure to maintain insurance coverage.

**B. Workers Compensation:**

The Contractor shall maintain statutory Workers' Compensation Insurance (Part 1) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Part 2) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

This policy shall be endorsed, and signed, to waive subrogation in favor of the County.



**C. Commercial General Liability:**

Commercial General Liability insurance coverage includes but not limited to:

1. Premises, operations and mobile equipment liability
2. Products and completed operations liability
3. Broad form property damage, (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal and advertising injury
6. Unmodified contractual liability
7. Cross liability coverage
8. Covering claims which may arise from or out of Contractor's performance of its obligations hereunder.

Commercial General Liability insurance coverage amounts are not to be less than the following:

- \$2,000,000 each occurrence
- \$4,000,000 general aggregate
- \$2,000,000 products-completed operations aggregate

Higher limits may be required for projects with higher risk exposure, and higher limits, if required, will be included in the Special Provisions.

Where excess liability insurance is used in connection with primary liability insurance, the combination of such coverage sum must allow total limits of liability to be in amounts not less than the specified amounts.

This policy shall name the "County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives" as Additional Insureds.

For additional insured endorsement for excess liability insurance, an acceptable alternative to the policies is a letter, signed by an authorized representative of the insurance carrier, confirming in writing that the policy follows form with respect to the primary liability policy.

**D. Automobile Liability:**

Contractor shall maintain liability insurance for any auto, all owned, non-owned and hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to the Contract or be no less than two (2) times the occurrence limit.

Policy shall name the “County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives” as Additional Insureds.

**E. General Insurance Provisions:**

1. **Insurer.** Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M Best rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County’s Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

Non-admitted/Surplus Line insurance carriers (carriers not licensed in the State of California) may be acceptable to the County under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:

- a. Domiciled or authorized to do business in the United States and/or listed as an approved insurance carrier on the California Department of Insurance’s List of Approved Surplus Line Insurers (LASLI) list,
  - b. Have an AM Best rating of not less than A: VIII (A:8), and
  - c. Insurer is authorized to transact in the type of insurance provided.
2. **Self-insured retention (SIR).** The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under the Contract. Upon notification of self-insured retention unacceptable to the County, and at the election of the Country’s Risk Manager, Contractor’s carriers shall either:
    - a. Reduce or eliminate such self-insured retention as respects the Contract with the County, or
    - b. Procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
  3. **Certificate, policy, endorsements and attachments.** Contractor shall cause Contractor’s insurance carrier(s) to furnish the County with:
    - a. A properly executed original Certificate(s) of Insurance and certified original copies of signed endorsements effecting coverage as required herein, and
    - b. All endorsements must include a reference to the policy by type of insurance and policy number that it is endorsing, and

- c. If requested to do so by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect.

Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance (For nonpayment of premium cause for cancellation, a written notice of at least ten (10) days is allowed per California Insurance Code §662(a)). In the event of a material modification, cancellation, expiration, or reduction in coverage, the Contract shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4. **Primary insurance.** It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. **Subcontractor(s).** Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the Contract.
6. **Self-insurance.** The insurance requirements contained in the Contract may be met with a program(s) of self-insurance acceptable to the County.
7. **Claim notification.** Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Contract.
8. **Certificate Holder.** Certificate address information for this project is as follows:

County of Riverside  
Transportation Department  
Attn: Contracts/Bidding Unit  
3525 14<sup>th</sup> Street  
Riverside, CA 92501

**F. Hold Harmless/Indemnification:**

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to the Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from the Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the Indemnitees to the fullest extent allowed by law.

5. Beginning of Work, Time of Completion, and Liquidated Damages

Attention is directed to Instruction to Contractors Section 6, "Hours of Work."

Attention is directed to the Special Provision Section "Prosecution and Progress".

Attention is directed to the Special Provision Section "Time of Completion".

Attention is directed to the Special Provision Section "Liquidated Damages".



6. County's Right to Stop Work or Terminate the Contract

(1) Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or (2) a receiver or liquidator is appointed for Contractor or any of his property, or (3) Contractor shall refuse or fail after Notice of Warning from County by Director of TLMA to supply sufficient properly skilled workmen or suitable materials, or (4) Contractor fails to prosecute the work with such diligence as will insure its completion within the stipulated time period, or (5) Contractor shall fail to make payments to persons supplying labor or materials for the work, or (6) Contractor does not comply with applicable law or instructions of Director of TLMA, or (7) Contractor is otherwise guilty of a substantial violation of any provision of the Contract Documents, then County without prejudice to such other and further right, remedy or relief it may be entitled to, may by ten (10) days notice to Contractor, terminate the employment of Contractor and his right to proceed, either as to the entire work, or at County's option, as to any portion thereof as to which delay shall have occurred or breach or miscompliance relates, and may thereupon take possession of the affected work and complete the work by contract or otherwise, as County deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance shall exceed the expense of completion, and other damage, expense or loss of County occasioned by Contractor's failure to properly perform, such excess shall be paid by Contractor. If such expense and damage exceeds the unpaid balance, Contractor is liable to County for the excess. If County elects to proceed under this Section, it may take possession of and utilize in completing the work such materials, supplies, plant and equipment on site which may be necessary or convenient for the purpose of completing the work, County is expressly granted the right - acting via Director of TLMA, an Engineer or otherwise - to operate equipment and machinery on site for the purpose of determining whether it has a basis for proceeding under this Section.

If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contract amount (Public Contract Code §7105(a)), provided that the work damaged is built in accordance with applicable building standards and the plans and specifications, then the Owner, upon certification by the Engineer, may, without prejudice to any other right of remedy, terminate the contract.

Decision by County not to proceed under this Section does not constitute a waiver by County of any right it might from time to time have against Contractor under the Contract Documents.

7. General Prevailing Wage:

Attention is directed to General Conditions Section 8, "Labor Code".

Attention is also directed to Section 7-1.02K(2), "Wages" of the Standard Specifications.

Pursuant to §1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer

payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations (DIR). These wages are set forth in the General Prevailing Wage Rates for this project and are available from the DIR's web site at: <http://www.dir.ca.gov>

Pursuant to §1774 of the Labor Code, contractor and subcontractors shall pay not less than the specified prevailing rates of wages to all workmen employed in the Contract.

General prevailing wage determinations are on file at Transportation Department Washington Street Yard's Contraction/Inspection office and are available to any interested party upon written request.

General prevailing wage determinations are also made by the DIR Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1 may also be obtained at the following URL:

[www.dir.ca.gov/DLSR/PWD/index.htm](http://www.dir.ca.gov/DLSR/PWD/index.htm)

The Contractor must post a copy of the determination of the DIR prevailing rate of per diem wages at each job site.

#### 8. Labor Code

Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with §1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other requirements with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, overtime, apprentices, securing worker's compensation insurance, payroll records, registration with the DIR, and directly affect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as follows: "I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor and his subcontractors shall comply with the provisions of §1725.5 of the Labor Code regarding registration with the DIR. Registration with the DIR Division of Labor Standards Enforcement can be done online using the following URL:

<https://efiling.dir.ca.gov/PWCR/>

Contractor and his subcontractors shall comply with the provisions of §1776 of the Labor Code regarding payroll records.

Contractor and his subcontractors shall comply with the provisions of §1777.5 of the Labor Code regarding apprentices.

Contractor shall post at each job site, during the course of the work, notices and a copy of County's "Determination of Prevailing Wage Rates". Copies of said Determination are available at Transportation Department Washington Street Yard's Construction/Inspection office for this purpose.

9. Labor Nondiscrimination

Contractor's attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.021(2), "Nondiscrimination", of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

10. Title VI Nondiscrimination

Contractor shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (ACT), and all requirements imposed by or pursuant to 49 CFR, Subtitle A, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this construction contract.

Construction contract includes the administration, award and performance of any State and/or Federal funded contract or the requirements of 49 CFR Part 26.

Contractor must refer to Caltrans Local Assistance Procedures Manual, Exhibit 4-C, Master Agreement, Administering Agency-State Agreement for Federal-Aid Projects to obtain current Nondiscrimination Assurances requirements to include in all subcontracts signed by the Contractor. This Exhibit 4-C can be obtained from the following website:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>  
(Refer to Exhibit 4-C, Appendix A to Exhibit B, Nondiscrimination Assurances)

Title VI Assurances requirements, as incorporated in Caltrans Exhibit 12-G (January 2019 update).

Attention is also directed to these General Conditions' Section 30, "Documents of Contractor." Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County, State or Federal Highway Administration to be pertinent to ascertain compliance with 49 CFR, Subtitle A, Part 21.

In the event of noncompliance with the nondiscrimination provisions, the County shall impose sanctions, as maybe determined deemed appropriate and/or as directed by Federal funding source determination, including but not limited to: withholding of payments within a reasonable period of time, not to exceed 90 days; and/or cancellation, termination or suspension of the Contract, in whole or in part.

For Title VI nondiscrimination complaints related to this project please contact:

Frances Segovia  
Title VI Coordinator

County of Riverside  
Transportation Department  
3525 14<sup>th</sup> Street  
Riverside, CA 92501

Facsimile: (951) 955-3164  
Office: (951) 955-1646  
Electronic mail: fsegovia@rctlma.org

## 11. Equal Employment Opportunity

### A. **General**

Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Contract shall comply with the provisions of the California Fair Employment Practice Act (commencing with SS 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Order. See particularly 41 Code of Federal Regulation (CFR) Chapter 60.

Contractor shall require each of its subcontractors to comply with the preceding paragraph and shall include in each subcontract language similar to the preceding paragraph.

Contractor shall permit access to its records of employment, employment advertisement, application forms and other pertinent data and records by Owner and any State or Federal



agency having jurisdiction for the purpose of investigation to ascertain compliance with this Section.

Owner may assign an affirmative action representative to monitor Contractor and its subcontractor(s) conduct required by this Section, including the right of entry to the construction site for the purpose of obtaining information from persons performing work on the project providing such inspection does not interfere with the progress of the work.

Elsewhere in the Contract Documents specific requirements may be contained covering the same subject matter of this Section. If so, such specific requirements prevail over this Section in case of conflict.

**B. Transactions of \$10,000 or Under**

Contracts and subcontracts not exceeding \$10,000 are exempt from the requirements of this Section. No Contractor or subcontractor shall procure supplies and/or services in less than usual quantities to avoid applicability of this Section. With respect to contracts and subcontracts for indefinite quantities, this Section applies unless the amount required in any one year under such contract will reasonably be expected not to exceed \$10,000.

**C. Transactions in Excess of \$10,000, but Less Than \$50,000**

At Owner's request, Contractor shall certify that it has in effect an affirmative action plan and agrees to comply with all State and Federal laws and regulations regarding Fair Employment Practices. Contractor shall maintain a written copy of its affirmative action plan and furnish Owner a copy of the plan upon request. Owner may require Contractor to complete an Affirmative Action Compliance Report, on a form furnished by Owner, setting forth definite goals during the term of the Contract.

**D. Transactions of \$50,000 or More**

If Contractor has fifty or more employees and a Contract for \$50,000 or more, it shall develop and submit to Owner, within thirty days after award, a written affirmative action compliance program providing in detail specific steps to guarantee equal employment opportunity. Contractor shall include in its affirmative action program a table of job classifications, which table shall include but need not be limited to job titles, duties, and rates of pay.

Contractor shall in each subcontract let to do a portion of the work covered hereunder, where the subcontractor involved has fifty or more employees and the subcontract is for \$50,000 or more, impose in the subcontract the above requirements.

For the purpose of determining the number of employees, the average of the Contractor's or its subcontractor's employees for the twelve month period immediately prior to award, or the total number of employees the Contractor or its subcontractor will have when performing this contract, whichever is higher, shall be used.

#### **E. Federal Assisted Construction**

If this project is a Federally assisted construction project, then the contract provisions contained in 41 CFR SS 60-1.04 (b) are incorporated herein and the Contractor shall likewise incorporate said provisions in each subcontract entered by Contractor to perform the work. Federally assisted construction is identified as such in the Specifications and Contract Documents .

#### 12. Subcontracting

Attention is directed to:

- Standard Specification Section 5-1.13, "Subcontracting", and
- Instructions to Contractors Section 3, "Contract Participation".
- Instructions to Contractors Section 4, "Subletting, Subcontracting, and Subcontractor List".

##### Contractor responsibility

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

##### Violations and remedies

If the Contractor violates Public Contract Code § 4100 et seq., the County may exercise the remedies provided under Public Contract Code § 4110. The County may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

##### 50% Minimum work performance

The Contractor shall perform work equaling at least 50 percent of the value of the original total agreed estimate for emergency repair work Contract with the Contractor's own employees and equipment, owned or rented, with or without operators. The Standard Specification Subcontracting Section 5-1.13A, "General" fifth paragraph is deleted.

##### Subcontractor compliance

Each subcontractor must comply with the contract.

##### Active license

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Business & Professional Code, § 7000 et seq.).

##### Submittal of subcontracts

Contractor must submit copies of subcontracts upon request by the Engineer.

Submittal of subcontractor request form

Before subcontracted work starts, Contractor must submit a Subcontracting Request form (Caltrans LAPM, Exhibit 16-B).

Debarred contractors

The County will not award a contract to a debarred Contractor. Contractor must not use a debarred subcontractor. Pursuant to the provisions in §1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a current list of contractors ineligible to perform work on a public works project. This list of debarred contractors is available from the DIR web address at:

<http://www.dir.ca.gov/dlse/debar.html>

Termination of unsatisfactory subcontractors

Upon request by the Engineer, Contractor must immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily (Public Contract Code §4107(a)(7)).

Substitutions

Subcontractor substitutions will be processed as required by Public Contract Code § 4107 et seq. A subcontractor not registered with the DIR is an additional condition to the listed qualifications for substitutions (Public Contract Code 1771.1(d)).

13. Monthly Progress Estimates and Payments

Attention is directed to Section 9-1.16, "Progress Payments" and 9-1.17, "Payment After Contract Acceptance" of the Standard Specifications and these Special Provisions.

For the purpose of timely payment, the "receipt of payment request" date, as described in Public Contract Code 20104.50 and as referred to herein, shall be considered to be the fifth working day following the 25th day of each month.

Within five (5) working days of the 25th day of each month the County shall:

- A. Calculate and prepare the certificate ("progress pay estimate") stating the value of the work completed for the billing month, for the purpose of determining the proper progress payment amount.
- B. If a progress pay estimate has been prepared by the County but has been contested by the Contractor as of the "receipt of payment request" date, as defined above, the County shall submit to the Contractor a document setting forth in writing a description of the dispute pertaining to the progress billing, and the County's reason for it's position. Said document shall be submitted to the Contractor as soon as practicable, but not later than seven (7) calendar days after the "receipt of payment request" date.

Any progress pay estimate which is undisputed and remains unpaid for thirty (30) calendar days, after the "receipt of payment request date" shall accrue interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of §685.010 of the California Code of Civil Procedure. The number of days available to the County to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which the County exceeds the seven-day submittal requirement set forth in the paragraph above.

Pursuant to Public Contract Code §20104.50, subsection (e), the progress payment date is the date that funds are encumbered and the payment warrant is issued.

The partial payments made as the work progresses will be payment on account on work performed as of the 25th of the month and shall in no way be considered as an acceptance of any part of the work or material of the contract, nor shall they in any way govern the final estimate.

No estimate or payment shall be made when, in the judgment of the Director of TLMA, the total value of the work done since the previous estimate amounts to less than \$300.

14. Deposit of Securities

In accordance with Public Contract Code §22300 and other applicable law, the Contractor may substitute securities for any moneys withheld to ensure performance under the contract.

15. Payment Retention

Director of TLMA, once each month, after said work is commenced and until after the completion and acceptance thereof, shall make and deliver to Contractor duplicate certificates stating the value of work then completed according to the contract, estimated according to the standard of the unit contract price, and thereupon Contractor shall be paid an amount sufficient with all previous payments to make the aggregate ninety five percent (95%) of the amount earned as certified. Maximum value of progress payment retention, as set forth by Public Contract Code §7201 and any other referenced text, shall be five (5%).

16. Payment for Extra Work (Force Account Basis)

Extra work to be paid for on a force account basis as directed by the Engineer will be paid for as set forth in Section 9-1.04 "Force Account" of the Standard Specifications. The labor surcharge, equipment rental rates, and the right of way delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates". A copy of which is on file at the Office of the Director of TLMA and is hereby incorporated herein in its entirety.

17. Change Orders – Detail Drawings and Instructions

Reference is made to Section 4-1.05, “Changes and Extra Work” of the Standard Specifications regarding change orders.

Each approved change order shall be considered as an amendment to the Contract Documents and will not be considered approved until executed by the Board of Supervisors, except when Director of TLMA can approve certain change orders, without the necessity of approval by the Board, as provided in a Resolution of the Board adopted January 29, 2019, Resolution 2019-035.

The above does not limit the ability of Director of TLMA to issue further detail drawings, explanations, and instructions which are customarily given by an Engineer during the course of similar work. Director of TLMA will furnish Contractor, in reasonable promptness, with further detailed explanations, instructions and drawings as may be necessary for the proper execution of the work, and Contractor shall conform to same provided they are consistent with the intent of the Contract Documents. In giving such additional instructions, explanations and drawings Director of TLMA has authority to make minor changes in the work which do not involve extra cost and are not inconsistent with the Contract Documents.

Contractor's acting on such instructions, explanations and drawings of Director of TLMA means that Contractor agrees that such explanations, instructions and drawings are within the scope of the work in accordance with the intent of the Contract Documents and do not constitute a basis for modification of the Contract Documents as to price or time.

18. Final Payment

Within thirty (30) days after the completion of the work and its acceptance by the Board of Supervisors, Director of TLMA will make a proposed final estimate in writing of the quantities of work done under the contract and the value of such work and will submit such estimate to Contractor. Within thirty (30) days thereafter Contractor shall submit to Director of TLMA his written approval of said proposed final estimate or a written statement of all claims which he has for additional compensation claimed to be due under the contract.

On Contractor's approval or if he files no claims within said period of thirty (30) days, Director of TLMA will issue a final written estimate as submitted to Contractor and County shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract.

If Contractor files claim(s) within said period of thirty (30) days, Director of TLMA will issue as a semi-final estimate the proposed estimate submitted to Contractor and the County will within thirty (30) days pay the sum found due thereon after deducting all prior payments and all amounts to be kept and retained under the provisions of the contract, Director of TLMA shall then consider and investigate Contractor's claims and shall make such revisions in the



said estimate as he may find to be due, and shall then make and issue his final written estimate. County will pay the amount so found due after deducting all previous payments and amount to be retained under the contract.

All prior or partial estimates and payments shall be subjected to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done there under and compensation therefore, except in the case of gross error. Acceptance of final payment constitutes a release of County by Contractor of all claims relating to the work except those filed pursuant to section 21 herein prior to final payment.

#### 19. Assignment of Claims

In signing the Contract on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

#### 20. Arbitrations

Section 9-1.22, "Arbitration" of the Standard Specifications is deleted.

#### 21. Claims Resolution

##### 21.1 **Definition of a Claim**

A Claim means a separate demand by a Contractor for one or more of the following:

- a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the County under the contract.
- b. Payment by the County of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- c. Payment of an amount that is disputed by the County.

## 21.2 Form and Contents of Claim(s)

The Contractor shall furnish reasonable documentation to support the Claim, which shall be sent by registered mail or certified mail with return receipt requested to the County at the address provided herein this Section 21. The Contractor's written Claim must include, but not limited to, the following:

- (1) a statement to identify that it is a Claim under this Section 21, on a company letterhead, and a request for a decision on the Claim;
- (2) A detailed description or narrative of pertinent events, act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;
- (3) Citation to contract provisions;
- (4) Theory of entitlement that provides a detailed justification for any remedy or relief sought by the Claim. This includes, but not limited to: a detailed cost breakdown, invoices, material tickets, staff logged time, summary of quantities, other cost records and total cost calculations;
- (5) Complete pricing of all cost impacts;
- (6) A time impact analysis of all time delays that shows actual time impact on the critical path; and
- (7) Documentation, County letters, notifications, related drawings and photos supporting items (1) through (6).

The Claim must be verified under penalty of perjury by Contractor's project superintendent as to the Claim's accuracy, and shall be priced like a Change Order, and must be updated at regular intervals as to cost and entitlement if a continuing Claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in the preparation and submission of a Claim.

Claims and support documentation related must be sent to:

County of Riverside, TLMA  
Transportation Department  
Construction Inspection Office  
2850 Washington Street  
Riverside, CA 92504

Attention: Cindi Wachi, Construction Engineering Division Manager

## 21.3 Claims Procedure

21.3.1 Upon receipt of a Claim and the supporting documentation, the County shall conduct a reasonable review of the Claim and within forty-five (45) days, or an extended period as may be set by mutual agreement of the County and Contractor, provide the Contractor with a written statement identifying what portion of the Claim is still disputed and what portion is undisputed.

21.3.2 Notwithstanding the time period set forth in 21.3.1 above, if the County needs approval from the Board of Supervisors to provide the Contractor with a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Board of Supervisors does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of the Claim, the County shall have up to three (3) days following the next duly publicly noticed meeting of the Board of Supervisors after the forty-five (45) day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim.

21.3.3 Any payment due on the undisputed portion of the Claim under this section shall be processed and made within sixty (60) days after the County issues its written statement. Amounts not paid in a timely manner as required by this Section 21 shall bear interest at 7 percent per annum. If the County fails to issue a written statement, the Claim shall be deemed rejected in its entirety. Failure by the County to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the County's failure to have responded to the Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

21.3.4 If the Contractor disputes the County's written response, or if the County fails to respond within the time prescribed, the Contractor may demand in writing, sent by registered mail or certified mail return receipt requested, an informal meet and confer conference for settlement of the portion of the Claim in dispute. Upon receipt of the demand, the County shall schedule a meet and confer conference within thirty (30) days.

21.3.5 Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion thereof remains in dispute, the County shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within sixty (60) days after the County issues its written statement.

Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and Contractor sharing the associated costs equally. The County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

21.3.6 For purposes of this section, mediation includes any nonbinding process, including but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute with resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to this Section 21 shall excuse any further obligation under Section 20104.4 of the Public Contract Code to mediate after litigation has been commenced.

21.3.7 If mediation is unsuccessful to resolve all issues, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside of this section and the requirements of Public Contract Code § 9204. The Claim resolution procedures in this Section do not preclude the County from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the parties' dispute.

21.3.8 Following the procedures set forth in this Section 21, including the mediation, if the Claim or any portion of it remains in dispute, the Contractor may file a Claim as provided in Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. If the Government Code claim is denied, Contractor may file an action in court. Such action shall be subject to Public Contract Code Sections 9204 or 20104.4. This Section applies only to claims subject to Public Contract Code Sections 9204 or 20104. If a claim is not subject to Public Contract Code Sections 9204 or 20104, the Contractor's right to file a civil action shall be as otherwise provided by law.

#### 21.4 **Subcontractor Claim(s)**

If a subcontractor or a lower tier subcontractor has a Claim, the Contractor may present to the County a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the County shall furnish reasonable documentation as set forth in Section 21 to support the Claim. Within forty-five (45) days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the County, and if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

#### 22. Brand or Trade Name – Substitute of Equals

Attention is directed to Standard Specifications Section 6-1.05, "Specific Brand or Trade Name and Substitution".

Reference is made to §3400 of the Public Contracts Code, which is by this reference incorporated herein with like effect as if here set forth in full.

If a Contractor believes he knows of an equal to a specified brand or trade name which is not mentioned in the Contract Documents, then such potential Contractor may so advise Director of TLMA of such fact, giving all relevant information.

Unless the subject article or product is expressly designated for matching others in use in a particular public improvement either completed or in the course of completion, any Contractor may, as part of its bid proposal, include a request for substitution of an item equal to any specified by brand or trade name.

Within 15 calendar days after award of the contract, Contractor may submit to Director of TLMA data substantiating such a request, and the difference, if any, in cost. Director of TLMA shall promptly investigate the request and make a recommendation to County as to equality. The governing body of County shall promptly determine whether the substitute is equal in every respect to the item specified, and approve or deny the request accordingly, and shall notify Director of TLMA of the determination made, who shall advise Contractor in writing of the decision. Unless the request is granted, substitution will not be permitted.

Nothing herein shall authorize a change in the contract price or prevent the use of change orders in the manner provided elsewhere in the Contract Documents.

23. Site Inspection – Effect of Other Improvements Shown and Contractor Procedure

Elsewhere in the Contract Documents reference may be made graphically, descriptively, or both, to the existence or possible existence of other improvements affecting the site and the prosecution of the work such as surface and subsurface utilities, drainage ditches and courses, buildings, fencing, retaining walls, roadways, curbs, trees, shrubs, and similar matters. Such matters are included to be used by Contractor to the extent he deems appropriate. However, it is expressly understood and agreed:

- A. Showing or describing such items does not mean that it is an exhaustive and complete presentation and that as to matters shown or described that they necessarily exist.
- B. All graphic presentations are schematic only unless the contrary is clearly set out elsewhere as to a particular matter.
- C. Whenever in the plans survey markers are shown, boundaries of the site are shown or contour lines are shown, Contractor may assume that such matters are shown in accordance with acceptable standards.

All improvements of the nature described above, whether elsewhere shown or described or not, shall, unless the contrary is elsewhere specifically directed, remain in place, undisturbed and suitably protected during the course of the work.

Whenever, during the course of the work, a subsurface improvement is discovered, which Contractor believes is unknown to County, he shall immediately inform Director of TLMA. Except as elsewhere provided, whenever in the course of the work it becomes apparent that the work cannot proceed without the destruction or relocation of any improvement, whether shown or described or not, Contractor shall immediately cease work affecting such



improvements, notify Director of TLMA as to such circumstance, and await instructions as to how to proceed.

- D. The Contractor shall be required to cooperate fully with all utility forces or forces of other public agencies engaged in relocation, lowering, altering or otherwise rearranging any facilities interfering with the progress of work or installing any facilities thereon.

The Contractor will also be required to cooperate fully with any County or State forces working on or near the project, or requiring access to the work in the performance of their duties.

#### 24. Public Safety

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety" of the Standard Specifications and these Special Provisions.

The Contractor shall install Type K temporary railing between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

##### **A. Excavations**

The near edge of the excavation is 12 feet or less from the edge of the lane, except:

1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
2. Excavations less than 1 foot deep.
3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 1 foot in diameter.
4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
6. Excavations protected by existing barrier or railing.

##### **B. Temporarily Unprotected Permanent Obstacles**

The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

##### **C. Storage Areas**

Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of Type K temporary railing installed in conformance with the provisions in this Special Provision section "Public Safety" and in Section 7-1.04, "Public Safety" of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Type K Temporary railing shall conform to the provisions in Section 12-3.20, "Type K Temporary Railing" of the Standard Specifications. Type K Temporary Railing, conforming to the details shown on 2018 Standard Plan T3A and T3B, may be used. Type K Temporary Railing fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these Special Provisions, if applicable.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Provisions:

| <b>Approach Speed of Public Traffic<br/>Posted Limit</b> | <b>Work Areas</b>   |
|--|---|
| Over 45 Miles Per Hour                                   | Within 6 feet of a traffic lane but not on a traffic lane |
| 35 to 45 Miles Per Hour                                  | Within 3 feet of a traffic lane but not on a traffic lane |

The lane closure provisions of this Section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Payment

Full compensation for conforming to the provisions in this Section, Public Safety, including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the estimated cost for emergency repair work Contract and no additional compensation will be allowed therefor.

25. Extra Work

Section 4-1.05, "Changes and Extra Work" of the Standard Specifications is amended by adding the following:

If, in the opinion of the Engineer, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time of completion will be made.

26. Noise Control

Noise control shall conform to the provisions in Section 14-8.02, "Noise Control" of the Standard Specifications and these Special Provisions.

Section 14-8.02, "Noise Control", second paragraph, is deleted and replaced with the following:

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBA LMax at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals must be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Payment

Full compensation for conforming to the requirements of this Section, Noise Control, shall be considered as included in the estimated cost for emergency repair work Contract and no additional compensation will be allowed therefor.

27. Use, Care and Protection of Premises

Attention is directed to Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications.

At his expense Contractor shall:

- A. Take every precaution against injuries to persons or damage to property.
- B. Comply with regulations governing the use of the property.
- C. Store and suitably protect his apparatus, equipment, materials and supplies in an orderly fashion on site.
- D. Place on the work only such loads as are consistent with the safety of the work.
- E. Effect all cutting, fitting, or patching of his work required to make it conform to the plans and specifications and interrelate with other improvements or except with the consent of Director of TLMA, cut or otherwise alter existing improvements.
- F. Protect and preserve established bench marks and monuments, make no changes in the location of such without the prior written approval of County, replace and relocate any of them which may be lost or destroyed, or which require shifting because of necessary changes in grades or locations. All replacement and relocation work shall be accomplished only after approval of County and under the direct supervision and instruction of Director of TLMA.
- G. Before final payment remove all surplus materials, false work, temporary structures, debris, and similar matter resulting from his operations from the site and to put the site in an orderly condition.
- H. Construct, operate and maintain all passageways, guard fences, lights, barricades and other facilities required for protection by State or municipal laws and regulations and local conditions during the course of the work.
- I. Guard County's property from injury or loss.
- J. Take all reasonable precautions for dust and noise control and generally conduct operations so as not to constitute a nuisance.

- K. The Contractor shall be responsible for the protection of existing signs, fences, concrete curb and gutter and other highway facilities which may be encountered in the roadway. The replacement or repair of any facilities which the County deems necessary as a result of the Contractor's operations shall be done by the Contractor at his own expense and to the satisfaction of the County Transportation Department.

Payment

Full compensation for conforming to the requirements of this Section, Use, Care and Protection of Premises, shall be considered as included in the estimated cost for emergency repair work Contract and no additional compensation will be allowed therefor.

28. Obstructions

Attention is directed to Section 5-1.36C, "Nonhighway Facilities", Section 15, "Existing Facilities" and 51-1.03E(9), "Utility Facilities", of the Standard Specifications and these Special Provisions.

In the event that the utility facilities mentioned within the referenced Standard Specifications and/or Special Provisions are not removed or relocated by the times specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated by said times, the County will compensate the Contractor for such delays to the extent provided in Section 8-1.07, "Delays" of the Standard Specifications, except as provided in the previous paragraph referenced sections of the Standard Specifications.

29. Removal of Asbestos and Hazardous Substances

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with §25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed as Extra Work.

If delay of work in the area delays the current controlling operation, the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays" of the Standard Specifications.



30. Documents of Contractor

Upon demand, Contractor shall make available to County all documents, information and reports in its possession relevant to the work accomplished or to be accomplished or any demand or claim of Contractor as to County. This includes copies of documents sent by Contractor or others in its possession. Contractor shall further make available to County conformed copies of all documents submitted to the sureties who executed the Performance Bond or Payment Bond for the purpose of obtaining the sureties' signature, including any guarantee or indemnification made to such surety by others for such purpose. Contractor shall maintain in his possession all documents relative to the work for three years after Notice of Completion.

31. Responsibility of Contractor to Act in an Emergency

In case of an emergency which threatens loss or injury to property or life, Contractor shall act without previous instructions as the situation may warrant. Contractor shall notify Director of TLMA immediately thereafter. Any compensation claimed by Contractor, together with substantiating documentation shall be submitted to County via Director of TLMA.

32. Final Inspection – Notice of Completion

When the work is ready for final inspection, County shall cause the work to be inspected and subjected to such tests as seem to it to be required for the purpose of determining if the work is complete in every respect.

At a meeting of the governing body of County held within ten (10) days after final inspection, the governing body shall consider the facts developed at the inspection. If it is found that the work is apparently complete in every respect, County will accept the work and a Notice of Completion will be recorded.

As between the parties, the recordation of the Notice of Completion, unless recorded because of a cessation of labor, means only that the time for final payment and the commencement of the guarantee period commences to run.

33. Dust Abatement

Dust control shall conform to Section 10-5, "Dust Control", Section 14-9.02, "Air Pollution Control", Section 10-6, "Watering", and Section 18, "Dust Palliative" of the Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, "Fugitive Dust Reduction Program For Coachella Valley" (if project location is within the Coachella Valley), all other applicable Federal and State laws, and the requirements set forth herein.

The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the County, as Owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor's operations related to the construction contract, which may be levied against both the Contractor and the County by the AQMD or other regulatory agencies. The Contractor's attention is directed to Section 7-1.02, "Laws" and Section 7-1.02A of the Standard Specifications. The cost of all fines levied against the County will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.

Dust control of all of the Contractor's operations is required 24 hours per day, 7 days a week for the duration of the contract, and until the disturbed soil is permanently stabilized. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project site, from locations of stockpiled materials, from unpaved driving surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall plan for and carry out proper and efficient measures to prevent their operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to persons living or working in the vicinity of the work. Particular concern of emissions is PM10 particles. PM10 particles are fine particulate matter of 10 microns or less which are associated with sickness and death from respiratory disease.

The Contractor shall furnish and post dust mitigation signs, which shall be, at a minimum, in accordance with the "AQMD Recommendations", attached hereto (See Appendix). Additional copies are available upon request from the Engineer. The sign shall include the Contractor's phone number which shall be maintained on a 24 hour basis. The sign message, size and design, including any deviations from the signage recommendations, shall be approved by the Engineer prior to fabrication.

The Contractor shall respond to complaints by mobilizing equipment and personnel at the construction site within 2 hours of each complaint to control fugitive dust.

Attention is directed to AQMD Rule 403.1, which applies to all contracts within the Coachella Valley Area of Riverside County. That AQMD Rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and other related information are provided by AQMD at 1-800-CUT-SMOG and at [www.aqmd.gov](http://www.aqmd.gov).

Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.05, "Time" of the Standard Specifications.

The Contractor shall utilize the "Best Available Control Measures" of controlling fugitive dust, as prepared by the AQMD. For projects within the Coachella Valley, the "Reasonably Available Control Measures" may be employed, if effective within the context of the AQMD

rules. However, if fugitive dust crosses the project boundary, more effective control measures, including the “Best Available Control Measures” shall be implemented.

A site-specific fugitive dust control plan shall be submitted to the Engineer for review and approval at least 10 days prior to the start of construction. Additionally, for projects outside of the Coachella Valley which meet the criteria for AQMD plan approval, the Contractor shall submit the dust control plan to AQMD for approval. AQMD plan submittal criteria is defined in AQMD Rule 403 as being for projects that will have disturbed surface area in excess of 100 acres, or for projects with a scope of work which requires the movement of more than 10,000 cubic yards of soil on each of any three working days.

A sample plan and other pertinent information is attached, and additional copies are available from the Engineer upon request. The fugitive dust control plan shall include the “Reasonably Available Control Measures” and “Best Available Control Measures” of controlling fugitive dust, as may be appropriate and necessary, including but not limited to watering, application of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, covering or chemically stabilizing stored materials, phased grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the Engineer.

If the Construction Engineer determines that the project scope and the forecasted weather conditions are such that the Contractor’s work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractor’s responsibilities for the control of fugitive dust and the other requirements of this Section may not be waived.

A completion notice will not be filed, and the final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitably stabilized for long term control of fugitive dust.

**The successful Contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the Engineer.** Attendance at AQMD training seminars can be scheduled through AQMD at 1-866-861-DUST (1-866-861-3878) or by email to [dustcontrol@aqmd.gov](mailto:dustcontrol@aqmd.gov). Current AQMD certification of previous attendance will be accepted.

At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the “Best Available Control Measures” and “Reasonably Available Control Measures”, and other associated information, including a listing of suggested dust control related devices, materials and chemicals.

The signature of the Contractor on the Contract constitutes acknowledgement by the Contractor of the dust control requirements established by law and described herein, and the enforceability of those requirements.

Payment

When the contract includes a work item for Dust Abatement, full compensation for conformance with these dust abatement requirements, including labor, equipment, materials, developing water supply and incidentals, shall be paid at the lump sum price for Dust Abatement, and no additional compensation will be allowed therefor.

When the contract does not include a work item for Dust Abatement, full compensation for conformance with these dust abatement requirements, including labor, equipment, materials, developing water supply and incidentals, shall be considered as included in the estimated cost for emergency repair work Contract and no additional compensation will be allowed therefor.

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## **DIVISION 0 COUNTY PROVISIONS**

### **00 COUNTY MISCELLANEOUS**

#### **00-1.01 PROJECT DESCRIPTION:**

**Emergency Repair Work**

**Whitewater Cutoff Bridge  
Whitewater Area  
Project No. D3-0084, and**

**Chuckwalla Valley Road Culverts  
Desert Center Area  
Project No. 44-23200101**

Attention is directed to Section 4 "SCOPE OF WORK" of the Standard Specifications.

In general, this project consists of repairing damage at the Whitewater Cutoff bridge and at three culverts located on Chuckwalla Valley Road in the respective County of Riverside areas of Whitewater and Desert Center.

Work performed will be paid as force account work, as described in Section 9-1.04 of the Caltrans Standard Specifications and markup percentages as proposed by the contractor.

#### **Whitewater Cutoff Bridge**

The Whitewater Cutoff Bridge repair requires reconstruction of the damaged concrete barrier posts and the metal guard railing at the southwest corner of the existing bridge.

Repair work will include the following tasks:

1. Mobilization and demobilization.
2. Repair the broken Concrete Barrier, including but not limited to provide proper formwork to cast in place the concrete and match the existing concrete barrier's railings, posts and support bases, as shown on the plans provided.
3. Removal of the existing Metal Guard Rail and System and re-installation of new Guard Rail System per Caltrans Standards, which includes:
  - Installation of 9'-4" Concrete Block per Caltrans Standard A78G (2018 Standard Plans).
  - Furnish and install Midwest Guardrail System (MGS) with transition railing (Type WB-31) per Caltrans Standards, A77U4 and A77N3 and Connected to Anchor Block Per Detail 4A on Caltrans Standard A78G Sheet.
  - Furnish and install Flared Terminal System.
4. Salvage any item that will be removed.
5. Installation of new roadside side markers and post.
6. Removal and re-installation of narrow width bridge signs.
7. Disposal of excess excavation or unusable materials.
8. Traffic control (changeable message sign boards, road closure signs, delineators, etc.),
9. Additional work as necessary and as directed by the Engineer.

All the construction and repair work must be performed from the bridge deck and special measures shall be taken by the contractor to prevent any material/debris falling from the bridge deck into the Whitewater River. Special measures shall be taken by the contractor to prevent any material/debris falling from the bridge deck into the Whitewater riverbed.

#### **Chuckwalla Valley Road Culverts (Abrigo Ditch, Vado Ditch and Segal Ditch)**

Three culverts located at Chuckwalla Valley Road need repairs as result of damage caused by recent flash floods.

The Chuckwalla Valley Road culverts repairs include but are not limited to:

1. Mobilization and demobilization.
2. Develop water supply and dust abatement.
3. Replacing broken guardrails that are now misaligned from its original elevation and location at Abrigo (BR S8194) and Vado (BR S8195).
4. Construct and extend the existing wingwall at the southeast of Abrigo (BR S8194) by providing steel soldier beams with wooden lagging and water proofing to mitigate any further erosion/undermining behind and adjacent to the wingwall slopes. As shown on the plans/exhibits provided.
5. Minor concrete repair work on Segal Ditch (56C0109), including to fill in the minor hairline cracks with Caltrans approved epoxy/concrete mix. Cracks are present on the faces of the stem walls under the culvert deck at all four corners.
6. Backfill excavated areas
7. Slope stabilization
8. Disposal of excess excavation or unusable materials.
9. Traffic control (changeable message sign boards, road closure signs, delineators, etc.)
10. Removal of concrete debris by breaking it into smaller pieces and manually removing them from the channel.
11. Providing additional 12"x4" timber lagging as shown on the plans/exhibits.
12. Additional work as necessary and as directed by the Engineer.

All the construction and repair work must be performed from the bridge decks or embankments (except work performed within the ditch/riverbed, work must be performed on foot). Use of construction machinery and equipment is not permitted within the riverbed. Special measures shall be taken by the contractor to prevent any material/debris falling from the bridge deck into the riverbeds.

#### **00-1.02 NOTICE:**

The "Proposal and Contract" book has been re-titled and is now the "Bid" book. These terms shall be considered as equivalent.

The "Contractor's Proposal" has been re-titled and is now the "Bid". These terms shall be considered as equivalent.

The "Notice to Contractors" has been re-titled and is now the "Notice to Bidders". These terms shall be considered as equivalent.

#### **00-1.03 TIME OF COMPLETION:**

The Contractor shall diligently prosecute the work to completion before the expiration of **30 Working Days** from the date stated in the "Notice to Proceed".

#### **00-1.04 LIQUIDATED DAMAGES:**

##### **Water Pollution Control and WPCP**

If the Contractor fails to comply with the requirements of Special Provisions Section 13, "Water Pollution Control", all referenced requirements in this section, and the approved Water Pollution Control Program, the Contractor shall pay to the County of Riverside the sum of **\$500.00** per day for each and every working day after the expiration of 72 hours written notification from the Engineer.

**00-1.05 PROSECUTION AND PROGRESS:**

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities", Section 8-1.05 "Time" 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 two (2) 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 24 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".

**00-1.06 ADDITIONAL INSURANCE REQUIREMENTS, ADDITIONAL INSURED LIST:**

In addition to the requirements of General Conditions Section 4, "Insurance and Hold Harmless" of these contract documents, the Contractor's Certificate of Insurance and additional insured endorsements for the project shall name the following listed entities as additional insured under the Contractor's general liability, excess liability, and auto liability insurance policies, and each listed entity shall be named on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

- 1. County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives.

Each of the above listed entities shall also be held harmless, in accordance with the requirements of General Conditions Section 4, "Insurance and Hold Harmless" of these contract documents.

Payment

Full compensation for compliance with the requirements of this Section will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed.

**00-1.07 ENCROACHMENT PERMIT: (NOT USED)**

**00-1.08 PROGRESS PAYMENT RESTRICTIONS: (NOT USED)**

**00-1.09 RECORD DRAWINGS: (NOT USED)**

**00-1.10 COOPERATION:**

Attention is directed to Section 5-1.20 "Coordination with Other Entities" of the Standard Specifications and these Special Provisions.

Attention is directed to Section 5-1.36C "Nonhighway Facilities," of the Standard Specifications.

Should construction be under way by other forces or by other Contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other Contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

The Contractor shall communicate on a regular basis with the other Contractors, agencies, and utility companies responsible for the other work near vicinity of these projects.

When two or more Contractors are employed on related or adjacent work, or obtain materials from the same material source, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

Each Contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

Payment

Full compensation for cooperating and coordinating with other Contractors shall be considered as included in the prices paid for other force account items of work using the proposed markup percentages and no additional compensation will be allowed therefor.

**00-1.11 NOTICE TO PROPERTY OWNERS: (NOT USED)**

### 00-1.12 JOB SITE POSTERS:

Contractor shall obtain, furnish, post, preserve and maintain notices and posters in areas readily accessible to all personnel. Areas include, but are not limited to, jobsite trailer common area, material staging area, designated area where employees meet to take shift breaks, and /or equipment storage area. The designated location(s) of posters must be approved by the Engineer.

If posters are placed outside, they will need to be weatherproofed.

Copies of the posters may be obtained at the Caltrans Division of Construction Website:

<http://www.dot.ca.gov/hq/construc/LaborCompliance/posters.htm>

The Contractor shall check the website periodically for poster updates, additions, and changes. Contact information for various government agencies associated with poster information are provided at this website with links.

The following is a list of required posters:

| Document number | Poster Name   | Note/ Comment   |
|-----------------|---|---|
| 16429-I         | Notice of Labor Compliance Program Approval                       | Required in English and Spanish and for all projects. |
| DFEH E07P(A)    | Discrimination and Harassment in Employment are Prohibited by Law | Required in English and Spanish and for all projects. |
| DSLE 8          | Payday Notice   | Required for all projects.                            |

Though not posters, but included in the listing above, are the California State prevailing wage rates, which are applicable to this specific contract, and also to be posted at the job site.

#### Payment

Full compensation for obtaining, furnishing, posting, preserving and maintaining all notices and job site posters shall be considered as included in the prices paid for other force account items of work using the proposed markup percentages and no additional compensation will be allowed therefor.

### 00-1.13 OBSTRUCTIONS

Attention is directed to General Condition's item 28, "Obstructions".

Attention is directed to Sections 5-1.36, "Property and Facility Preservation", 15, "Existing Facilities" 7-1.05 "Indemnification" and 7-1.06 "Insurance" of the Standard Specifications and these Special Provisions.

Existing utility and privately-owned facilities shall be protected in accordance with Section 5-1.36, "Property and Facility Preservation" and these Special Provisions. The Contractor is also responsible to protect those facilities that are to be relocated by others prior to or during construction, and shall protect those facilities in both their existing and their ultimate locations. The Contractor shall cooperate with owners and their Contractors of utility and privately-owned facilities, for the relocation of said facilities, in accordance with Section 5-1.20, "Coordination with other Entities" of the Standard Specifications.

All water valves and covers, gas valves and covers, sewer manholes, survey monuments, survey markers and any other utility appurtenances shall be protected in place.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipe lines greater than 6 inches in



diameter or pipe lines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts. The Contractor shall notify the Engineer at least twenty-four hours prior to performing any work in the vicinity of such facilities.

Attention is directed to the requirements of Government Code Sections 4216-4216.9 pertaining to existing utility facilities.

The Contractor shall assume that every house, building and lot within the project limits has utility service pipes and conductors (laterals), and that utility main and trunk facilities exist within the project limits. The Contractor shall determine if it is warranted to determine the exact location of these utility service laterals and existing main lines, unless directed by the Engineer to pot-hole at specific locations, or as otherwise required herein. The Contractor will not be directly reimbursed for determining the exact location of the utility main lines or services laterals. Any damage to existing main lines or service laterals for which pot-holing was not performed shall be considered damage due to not using reasonable care and the damage shall be repaired at the Contractor's expense.

The Contractor shall conduct his operations with the assumption that underground utility facilities exist within the project limits. The Contractor shall exercise caution and best construction practices for safety and for protection of underground facilities. The approximate locations of underground utility facilities, as shown on the plans, are based on information provided by the respective owners, listed below. The Contractor shall also utilize the markings of the regional notification center (Underground Service Alert), and above-ground utility appurtenances to determine the existence and approximate location of underground utilities.

No excavation shall be made within 4 feet of any underground utilities, as shown on the plans and/or marked by Underground Service Alert, unless and until such utilities have been positively located as to horizontal and vertical position. This requirement applies to all underground electric, natural gas, toxic or flammable gas, chlorine, oxygen or petroleum facilities.

The Contractor is advised that abandoned or active utility facilities may exist within the project limits, which were not known to the design engineer and which are not shown on the plans. The Contractor shall immediately inform the Engineer if any such utility facilities are encountered within the project limits so that resolution can be initiated if a conflict exists. Any utility facilities that have been encountered, and which have been determined by the Engineer to be abandoned, shall be cut and capped and disposed-of as directed by the Engineer. Removal, capping and disposal of abandoned utility conduits, conductors, pipe and other facilities shall be considered as incidental excavation, and its compensation shall be considered included in the contract unit price paid for Clearing and Grubbing or Excavation, and no additional compensation will be allowed therefor.

In the event that the Contractor encounters abandoned or active Asbestos Cement pipe, or any other utility facility containing or suspected of containing asbestos, the Contractor shall immediately notify the Engineer, and will cease work in the vicinity of the encountered material. The Engineer will endeavor to have any such conflicting facilities removed or relocated by the owner of the facilities. If so ordered by the Engineer, the Contractor or his sub-contractor will remove and dispose of abandoned utility facilities containing or suspected of containing asbestos accordance with the health and safety requirements for handling the material, using properly trained and licensed personnel. Said work shall be considered as extra work.

Forty-eight hours prior to beginning construction, the Contractor shall notify the following agencies:

Underground Service Alert

800-227-2600

#### Payment

Full compensation for all costs, including labor, equipment, materials and incidentals, required to comply with the requirements of this section above, including protection of water valves and covers, gas valves and covers, sewer manholes, survey monuments, survey markers and any other utility appurtenances, shall be considered as included for other force account items of work using the proposed markup percentages and no additional compensation will be allowed therefor.

#### **00-1.14 DISPOSAL OF EXCESS EXCAVATION OR MATERIALS:**

Attention is directed to Section 17-2.03D, "Disposal of Materials", of the Standard Specifications and these Special Provisions.

Excess earth excavation, pavement grindings and other excess materials resulting from construction operations shall be disposed of by the Contractor outside of the highway right of way.

When any material is to be disposed of outside the highway right of way, and the County has not made arrangements for the disposal of such material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made, and obtain all required permits from the jurisdictional agency(s) for said work, and Contractor shall file with the Engineer said authorization or a certified copy thereof together with a written release from the property owner absolving the County from any and all responsibility in connection with the disposal of material on said property. If the disposal of materials is to be made at an established disposal facility that is available for public use, the Contractor shall retain all authorizations and receipts from said disposal facility and shall provide copies to the Engineer upon request.

#### Payment

Full compensation for compliance with the requirements of this Section will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed.

#### **00-1.15 PROJECT APPEARANCE:**

Attention is directed to General Condition 27, "Use, Care and Protection of Premises."

The Contractor shall maintain a neat appearance to the worksite. The parkway between the pavement and property line is generally maintained free of trash and debris by the adjacent property owners. The Contractor shall inform all workers to be respectful of the property owners and maintaining the parkways and street adjacent to their homes.

The Contractor must maintain a neat appearance to the work.

In areas visible to the public, the following shall apply:

- A. When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Trash bins shall be furnished for debris from structure construction. Debris shall be placed in trash bins daily.
- C. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Prior to the leaving the project site daily, the Contractor shall collect and dispose of any trash or debris within the project area.

See "Liquidated Damages" Special Provisions for penalties associated with non-compliance.

#### Payment

Full compensation for conforming to the requirements of this section, Project Appearance, shall be considered as included in the agreed cost for emergency repair work Contract and no additional compensation will be allowed therefor.

**00-1.16 MOBILIZATION, DE-MOBILIZATION AND FINAL CLEAN UP:**

Mobilization shall consist of preparatory work and operations, including, but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

De-mobilization must consist of the completion of all final construction and administrative work required to secure the project for termination and acceptance by the engineer, including, but not limited to the following:

1. Satisfactory completion of Finishing Roadway in accordance with Section 22, "Finishing Roadway" of the Standard Specifications.
2. Removal of all temporary facilities, construction office, temporary utilities, plant, equipment, surplus material, construction debris and similar from project limits and adjacent property, as required and as directed by the Engineer.
3. Restoration of all temporary roads and haul routes and construction storage and office areas, etc. to original or better condition.
4. Completion of record of drawings (as-builts), to the satisfaction of the Engineer.
5. Submission of final Disadvantaged Business Enterprise Report to the Engineer.
6. Submission of final certified payroll documents to the Engineer.
7. Submission of property owner release, as required by the Engineer.
8. Completion of the requirements of permits issued by other agencies.
9. Satisfactory completion of all other contractually and legally required construction and administrative items of work.

De-Mobilization includes the satisfactory completion of all items of work and must not be construed as being a separate payment for work that is paid under separate contract items.

**Payment**

Full compensation for Mobilization, De-Mobilization And Final Clean Up shall be considered as included in the prices paid for other force account items of work using the proposed markup percentages and no additional compensation will be allowed therefor.

**00-1.17 MISCELLANEOUS WORK AS DIRECTED:**

Miscellaneous directed work shall consist of necessary work that is not included in other contract bid items, as determined by the Engineer. Miscellaneous directed work shall be performed as directed by the Engineer and in accordance with the applicable standards and specifications.

Payment:

Payment for implementing miscellaneous directed work will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, up to the fixed bid price, for the work performed.

AA

## **DIVISION I GENERAL PROVISIONS**

### **2 BIDDING**

**Add to Section 2-1.06A:**

Amendments to the 2018 Standard Specifications (Revised Standard Specifications) for this project, dated **April 15, 2022**, are incorporated herein. This document is available upon request at the office of the Department and will be available to the awarded Contractor.

### **5 CONTROL OF WORK**

**Replace section 5-1.26 Construction Survey with the following:**

#### **5-1.26 Construction Survey**

##### **5-1.26A General**

County surveyors will establish external primary survey control monuments and/or marks to be used throughout the construction period. These control monuments and marks are to be protected by Contractor and will be used to set construction stakes and/or marks. The control marks will also be used to make verification surveys at various stages of work.

Survey monuments, stakes and marks are set per the County's Survey Manual. Contractor must submit a written request for County furnished construction staking before, or immediately after, area to receive staking is ready for the installation of the construction stakes.

##### **5-1.26B Survey Request**

The County will provide Contractor with a survey request form. Survey staking requests must be received from Contractor a minimum of two (2) Business Days prior to the installation of the requested construction staking. The County shall receive written survey request on operating Business Day, Monday through Thursday, and prior to 4:00 p.m. Requests received after 4:00 p.m. or on any other day, shall be considered as submitted at 7:30 a.m. the next Business Day.

##### **5-1.26C Preserve Survey Stakes and Marks**

Contractor must preserve primary survey control monuments and marks, construction stakes and construction marks placed by the County. Survey costs are incurred by the County; however, if the Contractor fails to protect and/or destroys these survey items, the County shall replace them at the County's earliest convenience and deduct the cost of replacement from payment due to the Contractor.

## **6 CONTROL OF MATERIALS**

### **6-2 QUALITY ASSURANCE**

**Add to section 6-2.01A, General:**

The County performs the Quality Assurance (QA) requirements in Section 6-2 of the Standard Specifications or the County Quality Assurance Program (QAP) for verifying the Quality Control (QC) test results and acceptance of the work.

Chapter 6, Sampling and Testing, of the Caltrans Construction Manual describes the QA sampling and testing requirements for materials acceptance. The QA sampling and testing requirements shall be at a rate of one QA test for every five QC tests.

**Add to section 6-2.02A, General:**

Section 6-2.02, Quality Control, of the Standard Specifications, informs the contractor of the quality control requirements and verify that the contractor maintains a quality control program that includes sampling, testing, and inspection of the materials or process to control quality and ensure the quality characteristics of the material/process are met.

^^

**DIVISION II GENERAL CONSTRUCTION**

**10 GENERAL**

**ORDER OF WORK**

Full compensation for conforming to the requirements in this section will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Construction From Bridge Deck / Embankment

All the construction and repair work must be performed from the bridge deck or embankments (except work performed in the ditch or riverbed areas, the work must be performed on foot). Special measures shall be taken by the contractor to prevent any material or debris falling from the bridge deck into the Whitewater River or channels at culverts.

Public Awareness

Attention is directed to Section 7-1.03, "Public Convenience" of the Standard Specifications regarding the Public Awareness Program and responding to communications with the public. The Contractor shall coordinate with the Engineer on project signage, responding to comments and complaints from the public and other public awareness requests as needed.

Business Access

Attention is directed to Section 7-1.03, "Public Convenience" of the Standard Specifications regarding access to the businesses in the vicinity of the projects. For businesses directly adjacent to the construction area, the Contractor shall coordinate with the businesses to provide access to the properties.

Emergency Vehicles

Attention is directed to Section 7-1.04, "Public Safety" of the Standard Specifications. Regarding access for emergency vehicles, the Contractor shall provide continual 12 feet drivable access for emergency vehicles through the construction zones at all times.

**Add to Section 10-6, Watering:**

**10-6.01 Develop Water Supply**

Develop water supply shall conform to the provisions of Section 10-6 of the Standard Specifications and these Special Provisions.

Attention is directed to the requirements of Section 10-5 "Dust Control" of Standard Specifications, and appendix A of these Special Provisions.



**10-6.02 Payment:**

Full compensation for compliance with the requirements of this Section will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed.

## **12 TEMPORARY TRAFFIC CONTROL**

**Add to the beginning of section 12-3.32C:**

**PORTABLE CHANGEABLE MESSAGE SIGNS**

A minimum of two (2) portable Changeable Message Signs (PCMS) shall be furnished, placed, operated and maintained at those locations shown on the approved Traffic Control Plans or where designated by the Engineer in conformance with the provisions in Section 12, "Temporary Traffic Control" of the Standard Specifications and these Special Provisions.

PCMS Boards will be placed far enough in advance of the project to allow commuters an option for alternative routes prior to arriving to the project limits.

Start displaying the message on the portable changeable message signs as directed by the Engineer.

**Replace section 12-3.32D Payment with:**

**12-3.32D Payment**

Full compensation for portable changeable message signs shall include all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing, placing, operating, maintaining, repairing, transporting from location to location and removing portable changeable message signs as directed by the Engineer shall be paid on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed.

## **12-4 MAINTAINING TRAFFIC**

**Add to Section 12-4.01 General:**

**MAINTAINING TRAFFIC:**

Daily working hours shall be between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, except County-overserved holidays, as approved by the Engineer. Exceptions and specific work schedules shall be submitted to the Engineer for consideration.

If necessary, maintaining traffic shall conform to the provisions in Section 7-1.03, "Public Convenience", Section 7-1.04, "Public Safety" and Section 12, "Temporary Traffic Control" of the Standard Specifications and "Public Safety" of these Special Provisions.

Designated County legal holidays are January 1st, the third Monday in January, February 12th, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, November 11th, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th and 31st when they fall on Monday, December 25th, December 26th and January 2nd when they fall on Friday, When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday

## 13 WATER POLLUTION CONTROL

Replace section 13-2 Water Pollution Control Program with:

### 13-2.01 Water Pollution Control

#### 13-2.01(A) General

#### WATER POLLUTION CONTROL (COLORADO RIVER BASIN REGION):

Throughout the term of this contract, the total land disturbance area of the project site shall be less than 1 acre.

The Contractor shall comply with the Area-Wide Municipal Stormwater Permit NPDES No. CAS617002 hereafter referred to in this section as the "Municipal Permit", issued by the California Regional Water Quality Control Board (CRWQCB) – Colorado River Basin Region. This Permit regulate both stormwater and non-stormwater discharges associated with Contractor's construction activities. A copy of the Permits may be obtained at the office of the County of Riverside Transportation Department, 14<sup>th</sup> Street Transportation Annex, 3525 14<sup>th</sup> Street, Riverside, California. (951) 955-6780, or may be obtained on the internet at:

<http://www.swrcb.ca.gov/rwqcb7> for Colorado River Basin Region Municipal Permit

The Contractor shall comply with the requirements of the Municipal Permit, and all other applicable federal, state and local laws, ordinances, statutes, rules, and regulations concerning water pollution control.

The WPCP shall include Fact Sheets for all selected project BMPs.

Contractor's Water Pollution Control Program (WPCP) shall be prepared by a Qualified SWPPP Developer in accordance with Section 3, "Preparing a Water Pollution Control Program (WPCP)", of the *Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual*, which is available as a free download from:

<https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-and-handbooks>

Contractor's QSD must use the most current Caltran's Water Pollution Control Program (WPCP) template. An electronic template prepared to assist construction contractors in their preparation of a Water Pollution Control Program (WPCP) is available at:

<https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control>

#### 13-2.01(B) WATER POLLUTION CONTROL MEASURES

- A. Work having the potential to cause water pollution shall not commence until the Contractor's WPCP has been reviewed and approved by the Engineer. The Engineer's review and approval of the Contractor's WPCP shall not waive any contractual requirements and shall not relieve the Contractor from achieving and maintaining compliance with all federal, state, and local laws, ordinances, statutes, rules, and regulations. A copy of Contractor's WPCP shall be maintained onsite. When the WPCP or access to the construction site is requested by a representative of a federal, state, or local regulatory agency, Contractor shall make the WPCP available and Contractor shall immediately contact the Engineer. Requests from the public for the Contractor's WPCP shall be directed to the Engineer.
- B. Contractor's WPCP shall describe the Contractor's plan for managing run-on and runoff during each construction phase. Contractor's WPCP shall describe the Best Management Practices (BMPs) that will be implemented to control erosion, sediment, tracking, construction materials, construction wastes, and non-stormwater flows. BMP details shall be based on Caltrans Construction Site BMP Manual (<https://dot.ca.gov/programs/construction/storm-water-and-water->

pollution-control/manuals-and-handbooks). Contractor's WPCP shall describe installation, operation, inspection, maintenance, and monitoring activities that will be implemented for compliance with the Municipal Permit and all applicable federal, state, and local laws, ordinances, statutes, rules, and regulations related to the protection of water quality.

- C. The Contractor's WPCP preparer shall have been trained to prepare WPCPs or SWPPPs and shall have previous experience with preparing SWPPP or WPCP requirements on a previous project.

The Contractor shall designate a Water Pollution Control Manager that shall have been trained to implement WPCP or SWPPP requirements. Contractor's Water Pollution Control Manager shall:

1. Be responsible for all water pollution control work.
2. Be the Engineer's primary contact for all water pollution control work.
3. Have the authority to mobilize resources (crews, supplies, equipment, etc.) to make immediate repairs of water pollution control measures or to supplement water pollution control measures to maintain compliance with all federal, state, and local laws, ordinances, and regulations related to the protection of water quality, including the Municipal Permit.

The WPCP shall contain all required and applicable certifications and evidence of training for the Water Pollution Control Manager, WPCP Developer, and all other employees working on the project receiving formal training or certification.

- D. **Water Pollution Control Training:** Contractor shall provide water pollution control training to Contractor's employees and subcontractors prior to their performing work on the work site. The water pollution control training shall be appropriate to the employee or subcontractor function and area of responsibility and shall address (as applicable):
1. Erosion Control (water and wind)
  2. Sediment Control
  3. Tracking Control
  4. Materials & Waste Management
  5. Non-Stormwater Discharge Management
  6. Run-on and Run-off Control
- E. **Monitoring and Reporting:** Observations and inspections conducted by the Contractor's Water Pollution Control Manager shall be documented on the Construction Site Inspection Checklist included in Contractor's WPCP. A copy of each completed Construction Site Inspection Checklist shall be submitted to the Engineer within 24 hours of conducting the inspection.

### **13-2.01(C) General Requirements**

In the event the County incurs any Administrative Civil Liability (fine) imposed by the CRWQCB – Colorado River Basin Region, the State Water Resources Control Board, or EPA, as a result of Contractor's failure to fully implement the provisions of "Stormwater and Non-Stormwater Pollution Control", the Engineer, may, in the exercise of his sole judgment and discretion, withhold from payments otherwise due Contractor a sufficient amount to cover the Administrative Civil Liability including County staff time, legal counsel, consultant support costs and all other associated cost.

The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in "Water Pollution Control", including but not limited to, compliance with the applicable provisions of the Caltrans Handbooks, Municipal Permit, Federal, State, and local regulations. For the purpose of this paragraph, costs and liabilities include, but not limited to, fines, penalties, damages, and costs associated with defending against enforcement actions whether taken against the County or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.

### **13-2.01(D) Submittals**

At the direction of the Engineer, the Contractor shall submit one pdf. file of the WPCP to the Engineer for review and approval. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the WPCP and shall the Engineer to review the revisions. The Contractor shall submit two (2)

copies of the approved WPCP and one pdf. file to the Engineer prior to notice to proceed. The Contractor must have an approved WPCP .

**13-2.01(E) WPCP Implementation**

Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 8-1.06, "Suspensions", of the Standard Specifications. The Engineer may withhold progress payments or order the suspension of construction operations without an extension of the contract time, if the Contractor fails to comply with the requirements of "Water Pollution Control" as determined by the Engineer.

All BMP repairs shall be implemented by the Contractor within 72 hrs. of notification by Engineer.

**13-2.01(F) Additional Liquidated Damages:  
Water Pollution Control and WPCP**

If the Contractor fails to comply with the requirements of Special Provisions Section 13, "Water Pollution Control", all referenced requirements in this section, and the approved Water Pollution Control Program, the Contractor shall pay to the County of Riverside the sum of **\$500.00** per day for each and every working day after the expiration of 72 hours written notification from the Engineer.

**13-2.01(G) Payment**

Full compensation to conform with the requirements of this section shall be paid on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed; and shall include developing, preparing, revising, obtaining approval of, and amending the WPCP, implementing, installing, constructing, operating, maintaining, and removing and disposing of temporary BMPs, performing the observations, inspections, sampling, analysis, reporting, and street sweeping, and as specified in the Caltrans Handbooks, Municipal Permit and these Special Provisions, and as directed by the Engineer.

**Replace section 13-7.02 Street Sweeping with the following:**

**13-7.02 Street Sweeping**

The following special provision regarding "Street Sweeping" is being added to the contract document.

**13-7.02A GENERAL**

**13-7.02A(1) Summary**

This work includes street sweeping.

The WPCP shall describe and include the use of street sweeping as a Water Pollution Control practice for sediment control and tracking control. Street sweeping shall also conform to all applicable AQMD requirements.

**13-7.02A(2) Submittals**

At least 5 working days before starting clearing and grubbing, or other activities with the potential for tracking sediment or debris, submit:

- A. The number of street sweepers that will be used as described in the WPCP.
- B. Type of sweeper technology (or technologies).

**13-7.02A(3) Quality Control and Assurance**

Retain the following records related to street sweeping and submit weekly to Engineer:

- A. Tracking Inspection Log
- B. Sweeping times and locations.
- C. Quantity of sweeping waste disposal.



### **13-7.02B CONSTRUCTION**

#### **13-7.02B(1) Street Sweepers**

Sweepers must use one of these technologies:

- A. Mechanical sweeper followed by a vacuum-assisted sweeper.
- B. Vacuum-assisted dry (waterless) sweeper.
- C. Regenerative-air sweeper.  
or
- D. Sweeping by hand is acceptable in lieu of A, B, and C above.

#### **13-7.02B(2) Operation**

Street sweeping shall be conducted at:

- A. Paved roads at job site entrance and exit locations.
- B. Paved areas within the job site that flow to storm drains or water bodies.

Street sweeping shall be conducted, and sweeper(s) shall be available on site or within four hours at any given time, for the following:

- A. During clearing and grubbing activities.
- B. During earthwork activities.
- C. During trenching activities.
- D. During roadway structural section activities.
- E. When vehicles are entering and leaving the job site.
- F. After soil disturbing activities.
- G. After observing offsite tracking of material.

Contractor's Water Pollution Control Manager shall inspect adjacent paved areas at job site entrances and exits and paved roadways within the job site on a minimum daily basis, and more frequently when activities that require street sweeping are being performed. Contractor's Water Pollution Control Manager shall maintain a "Tracking Inspection Log." Street sweeping shall be conducted:

- A. Within 4 hours, if sediment or debris is observed on paved areas or paved roadways.

At least one sweeper, in good working order, must be on the job site at all times when sweeping work may be required.

Perform street sweeping to minimize dust. If dust generation is excessive or sediment pickup is ineffective, water may be used but shall be contained, collected (e.g. vacuum), and properly disposed.

Material collected during street sweeping must be removed and properly disposed of outside of the highway Right of Way.

**Replace section 13-7.02D, Payment with the following:**

#### **13-7.02D Payment**

Full compensation to conform with the requirements of this section shall be paid on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed; and shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in street sweeping, including disposal of collected material, as shown on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Therefore, no additional compensation will be allowed for street sweeping.



## 14 ENVIRONMENTAL STEWARDSHIP

### 14-2 CULTURAL RESOURCES

**Add to Section 14-2.03, Archeological Resources:**

#### ARCHAEOLOGICAL RESOURCES

##### **14-2.03A General**

Applies if cultural resources are discovered at the job site. *Do not disturb* the resources and immediately:

1. Stop all work within a 60-foot radius of the discovery.
2. Protect the discovery area
3. Notify the Engineer.

The Department will investigate. *Do not move* cultural resources or take them from the job site. *Do not resume work* within the discovery area until authorized.

If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the NAHC, which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

In the event that any damage occurs to any cultural resource, the Contractor shall bear the full cost of resource damage evaluation and restoration, and such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.

**Replace Section 14-6.05, Reserved, with the Following:**

##### **14-6.05 Payment**

Full compensation for Environmental Stewardship shall be considered as included in the prices paid for other force account items of work using the proposed markup percentages and no additional compensation will be allowed therefor.

AA

## DIVISION III EARTHWORK AND LANDSCAPE

### 17 GENERAL

#### 17-2 CLEARING AND GRUBBING

##### Add to section 17-2.01, General, CLEARING AND GRUBBING:

Clearing and grubbing activities shall include but not be limited to **removal and proper disposal of plants, trees, tree stumps, tree roots, bushes, debris, and any other organic or inorganic material as directed by the Engineer.**

Removed trees, trimmings, vegetation, and debris shall be the property of the Contractor and shall be disposed of by the Contractor, as provided in Section 17-2.03D, "Disposal of Materials" of the Standard Specifications and Section 00-1.14, Disposal of Excess Excavation or Materials, of these Special Provisions.

Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.04, "Public Safety" of the Standard Specifications.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Before final inspection of the work, the Contractor shall clean the highway, material sites and all ground occupied by the contractor in connection with work of all rubbish, excess materials, falsework, temporary structures and equipment. All parts of the work site shall be left in a neat and presentable condition.

Nothing herein, however, shall require the Contractor to remove warning, regulatory and guide signs prior to formal acceptance by the director.

##### Add to the section 17-2.03D "Disposal of Material":

Before final inspection of the work, the Contractor shall clean the roadway, material sites and all ground occupied by the contractor in connection with work of all rubbish, excess materials, falsework, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition.

Nothing herein, however, shall require the Contractor to remove warning, regulatory and guide signs prior to formal acceptance by the director.

Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.04, "Public Safety" of the Standard Specifications.

##### Replace Section 17-2.04 with:

##### Payment

Full compensation for conforming to the requirements of this section shall be paid on a force account basis, in accordance with section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed; and shall include all labor, equipment, materials and incidentals, for performing clearing and grubbing including but not limited to **removal and proper disposal of plants, trees, tree stumps, tree roots, bushes, debris, and any other organic or inorganic material as directed by the Engineer**, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

## 19 EARTHWORK

Replace Section 19-3, Structure Excavation and Backfill, with:

### 19-3 STRUCTURE EXCAVATION AND BACKFILL

#### 19-3 STRUCTURE EXCAVATION AND BACKFILL

##### 19-3.01 GENERAL

##### 19-3.01A Summary

Section 19-3 includes specifications for performing structure excavation and backfill.

Structure excavation includes:

1. Excavating foundations for structures, including trenches for culverts, slope protection, pipes, rods, deadmen, cutoff walls, and other facilities.
2. Placing structure backfill where compaction of the structure backfill is not required.
3. Control and removal of water
4. Installation and removal of facilities required to complete the work unless specified or allowed to remain in place

Structure excavation (Type A) includes excavation for footings where seal courses are shown.

Structure excavation (bridge) includes structure excavation not shown on the Bid Item List or plans as any other type of structure excavation.

Structure backfill (bridge) includes structure backfill not shown on the Bid Item List or plans as any other type of structure backfill.

Structure excavation (bridge) or structure backfill (bridge) includes structure excavation or structure backfill for bridges not described by type.

##### 19-3.01B Definitions

Reserved

##### 19-3.01C Submittals

##### 19-3.01C(1) General

Reserved

##### 19-3.01C(2) Cofferdams

Submit shop drawings for cofferdam construction. Include construction methods and calculations with the shop drawings. Shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

For cofferdams on or affecting railroad property, allow 85 days for review.

##### 19-3.01C(3) Soldier Pile Walls

Submit shop drawings for soldier pile wall construction. Shop drawings must include:

1. Construction sequence
2. Traffic control
3. Method of soldier pile installation
4. Method of placing lagging
5. Excavation lift limits
6. Drilling and excavation equipment
7. Calculations showing soil stability at all stages of construction

Shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

Allow 10 days for review.

**19-3.01C(4) Ground Anchor and Soil Nail Walls**

Submit shop drawings for earthwork for each ground anchor wall and soil nail wall under section 46-1.01C(2).

**19-3.01C(5) Test Results**

Submit test results of any stability testing performed for ground anchor walls and soil nail walls as an action submittal.

**19-3.01C(6) Controlled Low-Strength Material**

If you propose using controlled low-strength material, submit a mix design. Include test data before excavating the trench where controlled low-strength material is to be used.

**19-3.01D Quality Assurance**

**19-3.01D(1) General**

Reserved

**19-3.01D(2) Stability Test for Ground Anchor and Soil Nail Walls**

For soil nail walls, wall zones are specified in the special provisions.

For ground anchor walls, a wall zone is the entire wall.

If you use an excavation lift height greater than 5 feet or an exposure duration longer than 1 work shift, perform stability testing. Perform the testing before roadway excavation.

Perform at least 1 stability test within the limits of each wall zone.

Excavate a neat face at most 3 feet in front of the final wall face alignment. The excavated face must:

1. Have the height shown in the authorized shop drawings.
2. Be 20 feet long and parallel to the wall alignment with a constant height. You may excavate ramps outside the 20-foot section for construction access.
3. Be left open for the proposed exposure time shown in the authorized shop drawings.
4. Maintain its integrity without raveling, sloughing, or measurable displacement throughout the proposed exposure time.

After authorization of the test results, you may use the proposed excavation height within the tested wall zone for the observed exposure time.

If the Engineer determines the exposed excavated face is not maintaining its integrity, you must immediately stabilize the excavated face and perform additional stability testing.

Stability testing does not apply to ground-anchored soldier pile walls.

**19-3.02 MATERIALS**

**19-3.02A General**

Reserved

**19-3.02B Cofferdam**

Interior dimensions of cofferdams must provide enough space inside the wales for (1) form construction, (2) pile driving, and (3) pumping of water from outside the foundation forms.

No shoring is allowed in cofferdams that would induce stress, shock, or vibration in the permanent structure.

**19-3.02C Structure Backfill**

Structure backfill must be free of organic or other unsatisfactory material.

The impervious backfill material must be an authorized earthy material. The sand equivalent requirement does not apply.

Structure backfill compacted to a relative compaction of at least 95 percent and material placed behind retaining walls must have a sand equivalent value of at least 20 and comply with the gradation requirements shown in the following table:

| Sieve size | Percentage passing |
|------------|--------------------|
| 3"         | 100                |
| No. 4      | 35-100             |
| No. 30     | 20-100             |

Except for material placed behind retaining walls, structure backfill compacted to a relative compaction of at least 90 percent must comply with the gradation requirements shown in the following table:

| Sieve size | Percentage passing |
|------------|--------------------|
| 3"         | 100                |

Structure backfill for crib walls must comply with the requirements shown in the following tables:

| Wall height (feet) | Type of backfill material | Thickness of each layer of material before compaction (feet) |
|--------------------|---------------------------|--|
| <10                | C, D, or E                | 1  |
| 10-25              | D or E                    | 2  |
| >25                | E                         | 4  |

| Backfill material type | Gradation  |                    | Sand equivalent (min) | Relative compaction (min, %) |
|------------------------|------------|--------------------|-----------------------|------------------------------|
|                        | Sieve size | Percentage passing |                       |                              |
| C                      | 3"         | 100                | --                    | 90                           |
| D                      | 3"         | 100                | 30                    | 90                           |
|                        | No. 4      | 35-100             |                       |                              |
| E                      | 3"         | 100                | --                    | 90                           |
|                        | No. 4      | 25-70              |                       |                              |
|                        | No. 50     | 5-20               |                       |                              |
|                        | No. 200    | 0-5                |                       |                              |

**19-3.02D Pervious Backfill Material**

Pervious backfill material must consist of one or any combination of the following materials:

1. Gravel
2. Crushed gravel
3. Crushed rock
4. Natural sand
5. Manufactured sand

Pervious backfill material must comply with the gradation requirements shown in the following table:

| Sieve size | Percentage passing |
|------------|--------------------|
| 2"         | 100                |
| No. 50     | 0-100              |
| No. 100    | 0-8                |
| No. 200    | 0-4                |

The gradation for sacked pervious backfill material behind wall drain outlets must comply with the gradation specified for 1-1/2-by-3/4 inch primary aggregate in section 90-1.02C(4)(b).

A weep hole and geocomposite drain alternative must comply with section 68-7.



**19-3.02E Slurry Cement Backfill**

Slurry cement backfill must be a fluid workable mixture of aggregate, cement, and water.

The aggregate must be one of the following:

1. Commercial-quality concrete sand
2. Excavated or imported material in any combination, free of organic material and other deleterious substances and complying with the gradation requirements shown in the following table:

| Sieve size | Percentage passing |
|------------|--------------------|
| 1-1/2"     | 100                |
| 1"         | 80-100             |
| 3/4"       | 60-100             |
| 3/8"       | 50-100             |
| No. 4      | 40-80              |
| No. 100    | 10-40              |

The cement must comply with section 90-1.02B(2) except testing is not required.

The water must be free from oils, salts, and other impurities that adversely affect the backfill.

Proportion slurry cement backfill by weight or volume. The backfill must contain at least 188 pounds of cement per cubic yard and enough water to produce a fluid workable mix that flows and can be pumped without segregation during placement.

Mix materials thoroughly by machine. Use a pugmill, rotary drum, or other authorized mixer. Mix until cement and water are thoroughly dispersed.

You may use slurry cement backfill as structure backfill only for pipe culverts.

**19-3.02F Culvert Beddings**

**19-3.02F(1) General**

Culvert beddings must be shaped bedding, sand bedding, or soil cement bedding.

If more than 1 type of bedding is allowed, use the same bedding for the entire length of the culvert.

**19-3.02F(2) Sand Beddings**

Sand bedding must consist of sand:

1. Free of clay or organic material
2. Suitable for the purpose intended
3. Complying with the gradation requirements shown in the following table:

| Sieve size | Percentage passing |
|------------|--------------------|
| No. 4      | 90-100             |
| No. 200    | 0-5                |

**19-3.02F(3) Soil Cement Beddings**

Material and mixing requirements for soil cement bedding must comply with the specifications for slurry cement backfill in section 19-3.02E except:

1. It must contain at least 282 pounds of cement per cubic yard
2. Aggregate must not be commercial-quality concrete sand

**19-3.02G Controlled Low-Strength Material**

If authorized, controlled low-strength material may be used as structure backfill for pipe culverts unless the culvert has a diameter or span of more than 20 feet.

Controlled low-strength material must be a fluid workable mixture of aggregate, cement, and water.

Cement must be one of the following:

1. Cement complying with ASTM C150
2. Blended hydraulic cement complying with either of the following:
  - 2.1. ASTM C595
  - 2.2. Physical requirements in ASTM C1157

When tested under ASTM D4832, the controlled low-strength material must have a 28-day compressive strength:

1. From 50 to 100 psi for pipe culverts with 20 feet or less in height of cover
2. Of at least 100 psi for pipe culverts with over 20 feet in height of cover

Water must be free of oil, salts, and other impurities that adversely affect the backfill.

Aggregate must be one of the following:

1. Commercial-quality concrete sand
2. Excavated or imported material in any combination, free of organic material and other deleterious substances and complying with the gradation requirements shown in the following table:

| Sieve size | Percentage passing |
|------------|--------------------|
| 1-1/2"     | 100                |
| 1"         | 80-100             |
| 3/4"       | 60-100             |
| 3/8"       | 50-100             |
| No. 4      | 40-80              |
| No. 100    | 10-40              |

Mix materials thoroughly by machine. A pugmill rotary drum or other authorized mixer must be used. Mix until cement and water are thoroughly dispersed.

Wherever controlled low-strength material is placed within the travelled way or covered by paving or embankment materials, the controlled low-strength material must achieve a maximum indentation diameter of 3 inches when tested under ASTM D6024 before covering and opening to traffic.

### **19-3.02H Concrete Backfill**

#### **19-3.02H(1) General**

Reserved

#### **19-3.02H(2) Steel Soldier Piles**

Concrete backfill must:

1. Comply with section 90-1
2. Contain at least 505 pounds of cementitious material per cubic yard

Concrete backfill placed under slurry must comply with the requirements above and:

1. Comply with the combined aggregate gradation requirements of 1/2-inch or 3/8-inch maximum gradation as specified in section 90-1.02C(4)(d).
2. Have a slump of 7 to 9 inches. The nominal and maximum slump and penetration in section 90-1.02G(6) do not apply.

#### **19-3.02I Lean Concrete Backfill**

Lean concrete backfill must comply with the specifications for slurry cement backfill in section 19-3.02E except the aggregate must be commercial-quality concrete sand.

**19-3.02J Filter Fabric**

Filter fabric must be Class A.

**19-3.03 CONSTRUCTION**

**19-3.03A General**

Reserved

**19-3.03B Structure Excavation**

**19-3.03B(1) General**

Remove any material that comes into an excavation from outside the described limits.

Obtain the Engineer's acceptance of the completed structure excavation before placing any concrete or masonry.

When embankments must be constructed before culverts are placed, construct embankments to the specified height and for a distance on each side of the culvert location 5 times the culvert diameter or height before excavating for and installing culverts. Where embankments are constructed on a steep slope or at a difficult location, the Engineer may modify embankment heights before culverts are installed.

Change order work includes:

1. If structure excavation is more than 0.5 foot from the depth shown and you request an adjustment for the increased depth
2. The Engineer orders an adjustment for a decreased depth

**19-3.03B(2) Soldier Pile Walls**

Excavate for and construct soldier pile walls in lifts from the top down.

Excavate in a way that minimizes voids requiring backfill behind the lagging.

Do not excavate more than 3 feet below any level of ground anchors that have not been stressed and grouted.

The Engineer determines whether boulders or portions of boulders that interfere with lagging must be removed. Perform any additional earthwork ordered. The additional earthwork is change order work.

Complete placing lagging to the full height of the exposed excavation face by the end of the work shift.

**19-3.03B(3) Pier Column Excavation**

Reserved

**19-3.03B(4) Cofferdams**

Cofferdams for foundation construction must be (1) carried below the bottom of footings, (2) braced, and (3) made as watertight as practicable.

You may construct the cofferdam large enough to provide clearance to perform the work.

Right or enlarge a cofferdam tilted or moved out of position during sinking to provide the required clearance and proper pier location.

In tidal waters or in streams that may flood, vent cofferdam walls at low water elevation to ensure equal hydrostatic head inside and outside the cofferdam when placing and setting seals.

Cross struts or bracing may extend through foundation concrete if authorized. Struts or bracing below low water may remain in place except in navigable streams or when specified to be removed. Remove struts

or bracing above low water. Fill resulting spaces with the same type of concrete as the surrounding concrete.

Remove cofferdams to at least 2 feet below the streambed after completing substructure construction. Do not disturb or mar the finished concrete or masonry.

**19-3.03B(5) Water Control and Foundation Treatment**

Select the method to remove and control water at excavations where seal courses are not shown. Methods may include well point systems, pumping sumps, cofferdams, or concrete seal courses. If you construct a seal course comply with section 51-1.03D(3) except:

1. Seal course thickness requirement does not apply for a spread footing
2. Curing requirements do not apply for a pile footing

Where concrete seal courses are shown, use a cofferdam, concrete seal course, and dewatering pumps. Place seal course concrete under section 51-1.03D(3).

If no piles are used and footing concrete, culverts, or other structures are placed on an excavated surface other than rock:

1. Perform excavation without disturbing foundation material. Dewater the excavation if groundwater is encountered and no seal course is used. Continue dewatering activities before and during subsequent excavation. Foundations must be free of water when footing concrete or pipes are placed. Continue dewatering activities as required to prevent damage to the work.
2. If foundation material is disturbed by excavation activities, damaged by water, or removed for your convenience in dewatering, restore the foundation to a condition at least equal to the undisturbed foundation. To replace damaged or removed foundation material for culverts, use Class 2 AB that complies with section 26. Compact the base as specified for structure backfill in section 19-3.03E.

If the Engineer determines the undisturbed original material of the excavation is unsuitable, correct it as ordered. This work is change order work.

If footing concrete or masonry is placed on rock, fully uncover the rock and remove the surface to sound rock. Level or cut the rock to steps and then roughen it.

Pressure grout or treat seams in rock as ordered. This work is change order work.

If you encounter solid rock or other unyielding material when excavating for a culvert other than an arch culvert, remove 1 to 5 feet of the material below the bottom of the culvert not to exceed a depth of 1/24 of the height of the embankment above the top of the culvert.

Backfill the resulting space below the culvert using structure backfill under section 19-3.03E. Excavating and backfilling below the planned elevation of the bottom of the culvert is change order work.

For footings on piles, excavate to the bottom of footings before driving piles or drilling for piling. If swell or subsidence results from pile driving, excavate or backfill the footing area to the grade of the bottom of the footing. If the material under footings would mix with footing concrete or would not support the weight of wet concrete, replace the material with suitable material, install soffit forms, or provide a platform using authorized means on which to cast the footing.

**19-3.03C–19-3.03D Reserved**

**19-3.03E Structure Backfill**

**19-3.03E(1) General**

Place structure backfill in uniform layers. Bring backfill up uniformly on all sides of structures or drainage facilities. Backfill layer thickness must not exceed 0.67 foot before compacting. If you perform compaction by ponding and jetting, the thickness of the backfill layer must not exceed 4 feet.

Do not use compaction equipment or methods that may cause excessive displacement or damage structures.

Do not place structure backfill until footings or other parts of structures or drainage facilities are authorized. Do not place backfill against the back of abutments, retaining walls, or outside walls of CIP concrete structures until the concrete has attained a compressive strength of at least 2,500 psi or the concrete has been in place for 28 days.

Place backfill inside bridge wingwalls and abutments before railings on wingwalls are constructed.

Compaction by ponding and jetting may be authorized under the following conditions:

1. Backfill material is self-draining when compacted
2. Foundation materials will not soften or be damaged by water
3. Structures will not be damaged by hydrostatic pressure

Ponding and jetting of the upper 4 feet below finished grade is not allowed. Perform work without damaging the structure or embankment and such that water is not collected and confined. Supplement ponding and jetting with vibratory or other compaction equipment.

Compact structure backfill to a relative compaction of at least 95 percent except you may compact structure backfill to a relative compaction of at least 90 percent at the following locations:

1. Overside drains
2. Footings for slope protection, slope paving, and aprons
3. Headwalls, endwalls, and culvert wingwalls
4. Retaining walls, except for portions under any surfacing
5. Inlets in median areas or in traffic interchange loops
6. Footings and pumping plants not beneath surfacing

At locations where ordered, place a compacted impervious backfill material for:

1. Outer 2-foot portion of structure backfill adjacent to inlets and outlets for pipes and culverts
2. Structure backfill placed within 2 feet of finished grade at abutments, abutment wingwalls, retaining walls, and other portions of structures

Structure backfill placed at bridge supports in waterways and water channels not beneath any embankment, pavement, or slope protection:

1. Does not need to be compacted
2. Must be placed to the level of original ground or finished grade shown

Any material you place outside the excavation pay limits material must comply with the material and compaction requirements of the adjacent structure backfill.

If imported borrow is shown on the Bid Item List, you may use imported borrow as structure backfill if it complies with the specifications for structure backfill.

Place material from structure excavation not used as structure backfill in roadway embankments under section 19-6 or disposed of it under section 19-2.03B.

### **19-3.03E(2) Reserved**

### **19-3.03E(3) Soldier Pile Walls**

Compact structure backfill behind lagging of soldier pile walls by hand tamping, mechanical compaction, or other authorized compaction method.

In fill areas behind the lagging, key the structure backfill into the existing or excavated back slope.



Place and compact the backfill behind the lagging at least 5 feet above the level of ground anchors before drilling for the anchors. Place and compact the remaining backfill behind the lagging after the anchors are grouted.

If filter fabric is shown behind the lagging:

1. Immediately before placing the filter fabric, remove any loose or extraneous material and sharp objects from the surface to receive the filter fabric.
2. Handle and place the filter fabric under the manufacturer's instructions. Stretch, align, and place the fabric without wrinkling.
3. Stitch the adjacent borders of filter fabric or overlap the adjacent borders by 12 to 18 inches. If stitching the border, use yarn of a (1) contrasting color and (2) a size and composition complying with fabric manufacturer's instructions. Use from 5 to 7 stitches per inch of seam.
4. Repair any damaged filter fabric by (1) placing a piece of filter fabric large enough to cover the damaged area and (2) complying with the overlapping or stitching requirements.

#### **19-3.03F Slurry Cement Backfill**

Place slurry cement backfill within 1 hour of mixing. Place it in a uniform manner that prevents (1) voids or segregation of the backfill and (2) floating or shifting of the culverts. Remove foreign material that falls into trenches.

Do not backfill over or place material over slurry cement backfill until at least 4 hours after placement. When concrete sand is used as aggregate and the in-place material is free draining, you may start backfilling as soon as the surface water is gone.

If slurry cement backfill is used for structure backfill, you may reduce the excavation width such that the clear distance between the outside of the pipe and the side of the excavation on each side of the pipe is at least (1) 6 inches for pipes 42 inches or less in diameter or span and (2) 1 foot for pipes over 42 inches in diameter or span.

Place slurry cement backfill only for that portion of structure backfill (1) below the original ground or grading plane or (2) below the top of the embankment placed before excavating for the culvert pipe. Compact earth plugs at each end of the pipe before placing the backfill to completely contain slurry in the pipe trench.

#### **19-3.03G Pervious Backfill Material**

Place pervious backfill material in layers along with and by the same methods specified for structure backfill. Pervious backfill material at the same location must have approximately the same gradation. Cover pervious backfill material at locations exposed to erosion with a 1-foot layer of an authorized earthen material.

#### **19-3.03H Culvert Bedding**

Shape trench beds to fit the bottom of the culvert and to provide uniform support along the entire culvert length. You may excavate the trench below the bottom of the culvert and construct shaped bedding by backfilling and compacting the backfill material. Shape beds using a template conforming to the outside shape of the culvert and guided by headers set parallel to the culvert grade. Headers may be left in place. Place soil cement bedding as specified for slurry cement backfill in section 19-3.03F except do not backfill over soil cement bedding until 8 hours after placement.

#### **19-3.03I Controlled Low-Strength Material**

If a controlled low-strength material I is used for structure backfill, you may reduce the excavation width such that the clear distance between the outside of the pipe culvert and the side of the excavation on each side of the pipe culvert is at least:

1. 6 inches for pipe culverts with either of the following conditions:
  - 1.1. 20 feet or less in height of cover
  - 1.2. 42 inches or less of diameter or span
2. 1 foot for pipe culverts with either of the following conditions:

- 2.1. Over 20 feet in height of cover
- 2.2 Over 42 inches in diameter or span

Place controlled low-strength material only for that portion of structure backfill (1) below the original ground or grading plane or (2) below the top of the embankment that is placed before excavating for the pipe. Compact earth plugs at each end of the pipe culvert before placing the backfill to completely contain slurry in the pipe culvert trench.

For trenches in existing pavement, place controlled low-strength material no higher than the bottom of the existing pavement's permeable drainage layer. Where a drainage layer does not exist, place the material no higher than 1 inch below the bottom of the existing asphalt concrete surfacing or no higher than the top of the base below the existing concrete pavement.

For rigid pipe culverts, the minimum height of controlled low-strength material relative to the pipe culvert invert must be 0.5 times the pipe culvert diameter or height.

For flexible pipe culverts, the minimum height of controlled low-strength material must be 0.7 times the pipe culvert diameter or height.

#### **19-3.03J Soldier Pile Walls**

Where necessary to install lagging, remove lean concrete backfill from drilled holes and in front of pile.

#### **19-3.03K Ground Anchor and Soil Nail Walls**

For ground anchor and soil nail walls excavate in lifts from the top down.

Clean the excavated face of loose materials, mud, rebound, and other materials that prevent or reduce the shotcrete from bonding to soil nails and the receiving surface.

Remove cobbles, boulders, portions of boulders, and debris at the final wall alignment that protrude more than 2 inches from the excavated face.

If stability testing is not performed, apply the shotcrete facing during the same work shift that the excavation is performed. You may delay placing the shotcrete facing up to 24 hours if you demonstrate the integrity of the excavated face is maintained.

Notify the Engineer immediately if raveling or instability of the excavated face occurs or the wall face moves horizontally more than 0.4 percent of the excavated wall height.

Immediately stabilize unstable areas by buttressing the excavated face with an earth berm or other authorized methods. Stop construction in unstable areas. Take authorized remedial measures to stabilize the areas.

Reset anchor if soil raveling, sloughs, or shows measurable displacement. Do not remove ground anchor excess tendon length until all lift-off tests for the ground anchor are complete.

Replace any damaged soil nails and ground anchors.

If your excavation and installation methods result in a discontinuous wall along any soil nail row, the ends of the structurally completed wall section must extend beyond the ends of the next lower excavation lift by a distance equal to twice the lift height. Maintain temporary slopes at the ends of each wall section to ensure slope stability.

Do not excavate to the next underlying excavation lift until the following conditions have been met for the portion of the soil nail or ground anchor wall in the current excavation lift:

1. Soil nails or ground anchors are installed and grouted.
2. Reinforced shotcrete facing if shown is constructed.
3. Grout and shotcrete have cured for at least 72 hours.



**51-7.01D Payment**

Construction of Concrete Structures shall be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed; and shall include full compensation for all labor, materials, tools, and equipment and for doing all work involved in constructing the complete Concrete Structures including the structures structural excavation and backfill, pervious backfill for wall, removal of existing structures, miscellaneous materials for wall drainage (i.e. plastic pipe, grate drain, filter fabric, wire mesh, curb drain, etc.) as called out on the exhibits, furnishing and placing reinforcement steel bars, bond dowel rods at contact joints, all miscellaneous metal parts, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer and no additional compensation will be allowed therefor.

\*\*\*\*\*

**DIVISION IX TRAFFIC CONTROL DEVICES**

**82 SIGNS AND MARKERS**

**82-3 ROADSIDE SIGNS**

**Add to Section 82-3.01, General:**

**ROADSIDE SIGN - ONE POST and TWO POST:**

The Contractor shall furnish and install roadside signs at the locations shown on the plans or as directed by the Engineer, in conformance to the provisions in Section 82-3, "Roadside Signs," of the State Standard Specifications and these Special Provisions.

All Signs shall be installed on new square perforated steel tube posts in accordance with County Standard No. 1222.

Street name signs shall be furnished and installed in conformance with County Standard No. 1221 as shown on the standard plans, as specified in these Special Provisions and as directed by the Engineer.

All roadway signs shall have retroreflective sheeting. Except as stated below, the retro-reflectivity for all roadway signs, both temporary and permanent installations, shall meet or exceed ASTM Standard D 4956 Type III (3M Co. High Intensity Grade or approved equal). The retro reflectivity for R1-1 ("STOP") signs and W3-1 (Stop Ahead) signs shall meet ASTM Standard D 4956 Type IX (3M Co. Diamond Grade or approved equal).

**Payment:**

Full compensation for Roadside Signs shall be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed; and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work including all necessary concrete excavation and backfill as specified in the Standard Specifications and as directed by the Engineer.

## 82-5 MARKERS

### Add to Section 82-5.01, General:

#### **OBJECT MARKERS:**

Delineators and Object Markers shall conform to the provisions in Section 82-5, "Markers," of the Standard Specifications and these special provisions.

Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone, and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Prequalified and Tested Signing and Delineation Materials".

#### **Replace Section 82-5.04, Payment, with:**

Full compensation for Object Marker shall be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed; and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals as specified in the Standard Specifications and these special provisions and as directed by the Engineer. No additional compensation will be allowed therefor.

## 82-9 EXISTING ROADSIDE SIGNS AND MARKERS

### Add to section 82-9.03A:

#### **REMOVE AND SALVAGE EXISTING SIGNS AND POSTS:**

Existing roadside signs and posts shall be removed, and salvaged as shown on the plans in conformance with Section 82-9, "Existing Roadside Signs and Markers", of the Standard Specifications.

County owned removed and salvaged signs shall be delivered to the nearest County Maintenance Yard or as directed by the Engineer. The County Maintenance Yard is located at the following address:

County of Riverside Transportation Department  
McKenzie Highway Operations Center  
2950 Washington Street  
Riverside, CA 92504  
Tel: (951) 955-6845  
Hours 7:00 a.m. – 3:00 p.m., Monday-Thursday

#### **Payment**

Full compensation for Salvage Roadside Sign and Remove Roadside Sign [and Replace] shall be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed; and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including removing, protecting, storing, transporting and delivering Road Sign as specified in these Special Provisions and no additional compensation will be allowed therefor



## 83 RAILINGS AND BARRIERS

### Add to Section 83-2.02A General, Midwest Guardrail System:

Construction of Midwest Guardrail System shall conform to the Standards and Exhibits found in the Appendices section of these Special Provisions, the provisions of Section 83 of the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Existing utilities shall be protected in-place. It is not planned for any utilities to be relocated by the owner for the installation of the guard rail posts. Prior to performing any driving or excavation, the contractor shall determine if any of the existing utilities, as shown by DigAlert markings, exist within 3 feet of the closest point of the planned excavation or post location. If any existing underground utilities are within 3 feet of the guard rail post or the excavation area, the Contractor shall carefully hand-dig and expose the utility to determine its exact location. If the existing utility is found to be in conflict with the planned guard rail post installation, the post shall be adjusted longitudinally to eliminate the conflict, as directed by the Engineer. In the event that the guard rail post cannot be adjusted so as to eliminate the conflict, the matter shall be brought to the attention of the Engineer.

### Replace *Reserved* in Section 83-2.04C with:

#### **83-2.04C Alternative Flared Terminal System**

##### **83-2.04C(1) General**

Alternative flared terminal system must be furnished and installed as shown on the Standards and Exhibits found in the Appendices section of these Special Provisions, the provisions of Section 83 of the Standard Specifications, these Special Provisions, and as directed by the Engineer.

##### **83-2.04C(1)(a) Summary**

Section 83-2.04C includes specifications for constructing alternative flared terminal systems.

##### **83-2.04C(1)(b) Definitions**

Not Used

##### **83-2.04C(1)(c) Submittals**

Submit a certificate of compliance for alternative flared terminal systems.

##### **83-2.04C(1)(d) Quality Assurance**

Obtain the Department-authorized manufacturer's drawing and the manufacturer's check list for the assembly and installation of the alternative flared terminal system from the manufacturer's representative or distributor. Notify the Engineer of the type of alternative flared terminal system to be installed at each location before starting installation activities. Complete, sign, and date the check list for each installed terminal system and submit a copy of the completed and signed check list for each installed location. The Engineer signs and dates the completed check lists, verifying the terminal system at each location was assembled and installed under the manufacturer's instructions and as described.

##### **83-2.04C(2) Materials**

Alternative flared terminal systems must be one of the following or a Department-authorized equal:

1. Type FLEAT-W-MGS for wood terminal system. Type FLEAT-MGS terminal system must be a FLEAT-350 with a system length equal to existing terminal system or as directed by the Engineer, manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include items detailed for Type FLEAT-MGS terminal system, as shown. The FLEAT -350 can be obtained from the following distributors:

| Address   | Telephone no.  |
|---|----------------|
| UNIVERSAL INDUSTRIAL SALES<br>PO BOX 699<br>PLEASANT GROVE UT 84062 | (801) 785-0505 |
| GREGORY INDUSTRIES INC<br>4100 13TH ST SW<br>CANTON OH 44708        | (330) 477-4800 |

2. Type X-Lite terminal system – Type X -Lite terminal system must be a 31" X-Lite Guard Rail End Terminal manufactured by Barrier Systems, Inc., located in Vacaville, CA, and must include items detailed for Type 31" X-Lite terminal system, as shown. The 31" X-Lite Guard Rail End Terminal can be obtained from the following distributor:

| Address  | Telephone no.  |
|--|----------------|
| STATEWIDE SAFETY AND SIGNS<br>INC<br>130 GROBRIC COURT<br>FAIRFIELD CA 94533 | (800) 770-2644 |

3. Type 31" X-TENSION terminal system. Type 31" X-Tension terminal system must be a 31" X-Tension Guard Rail End Terminal manufactured by Barrier Systems, Inc., located in Vacaville, CA, and must include items detailed for Type 31" X-Tension terminal system, as shown. The 31" X-Tension Guard Rail End Terminal can be obtained from the following distributor:

| Address  | Telephone no.  |
|--|----------------|
| STATEWIDE SAFETY AND SIGNS<br>INC<br>130 GROBRIC COURT<br>FAIRFIELD CA 94533 | (800) 770-2644 |

### 83-2.04C(3) Construction

Install alternative flared terminal systems under the manufacturer's installation instructions.

Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5.

For Type SRT terminal systems, drive the steel foundation tubes with soil plates attached with or without pilot holes, or place them in drilled holes. Backfill the space around the foundation tubes with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. Coat the inside surfaces of the foundation tubes to receive wood terminal posts with grease. Insert the posts into the tubes by hand. Do not drive the posts. You may slightly round the post edges to facilitate insertion.

For Type FLEAT terminal systems, drive the steel foundation tubes with or without pilot holes, or place them in drilled holes. Backfill the space around the foundation tubes with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. Coat the inside surfaces of the foundation tubes to receive wood terminal posts with grease. Insert the posts into the tubes by hand. Do not drive the posts. You may slightly round the post edges to facilitate insertion.

### 83-2.04C(4) Payment

Full compensation for Alternative Flared Terminal System shall be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed; and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in furnishing and installing the terminal system, complete in place, including excavation, backfill and disposal of surplus material, as shown on the Standards and Exhibits found in the Appendices section of these Special Provisions, the provisions of Section 83 of the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**Replace Section 83-11.02B, Remove Guardrails, with:**

**83-11.02B Remove Guardrails**

**83-11.02B(1) General**

Section 83-11.02B includes specifications for removing guardrail.

All existing metal beam guard railing, including end treatments, within the project footprint, where shown on the exhibits to be removed, shall be removed and properly disposed of.

Handling, storing, transporting, and disposing of treated wood waste (Wood Guardrail Posts) shall be in conformance with Section 14-11.14, "Treated Wood Waste", and as directed by the Engineer.

**83-11.02B(2) Materials**

Not Used

**83-11.02B(3) Construction**

Where removing guardrail, completely remove and properly dispose of any existing posts (wood or steel), blocks, hardware, concrete anchors assemblies and steel foundation tubes.

**83-11.02B(4) Payment**

Full compensation for removing existing metal beam guard railing, including wood and steel posts, end treatments, shall be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed; and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including removing concrete anchors, removing and disposing cable anchor assemblies, terminal anchor assemblies or steel foundation tubes; handling, storing, transporting, and disposing treated wood waste, as specified in the these Special Provisions and no additional compensation will be allowed therefor.

**Appendix A**  
**AQMD Recommendations**

## Dust Abatement Attachments

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**AQMD SIGNAGE RECOMMENDATIONS****November, 2001**

Plan holder shall post signage at specified locations on the subject property in accordance with the standards specified below. The exception to the standards is that all letters shall be 4 inches high, with the names and telephone numbers of appropriate contacts and services in bold print, as indicated in the standards. These signs shall also include the SCAQMD toll free complaint line 1-800-CUT-SMOG (1-800-288-7664) and the telephone number for the Environmental Observer. These signs shall be posted within 50 feet of the curb on all four (4) corners of the subject property.

For each Dust Control Plan aggregating less than, or equal to, ten (10) acres:

1. The applicant shall install a sign on such property which is visible to the public that meets the following requirements:
  - (a) Such sign shall measure at least four (4) feet wide by four (4) feet high and conform to the specifications in 1 (a) below.

For each Dust Control Plan aggregating over ten (10) acres:

2. The applicant shall install a sign on such property which is visible to the public that meets the following requirements:
  - (a) Such sign shall measure at least eight (8) feet wide by four (4) feet high and conform to the specifications in 1 (b) below.

**THE SIGN SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:****1. The sign boards shall be constructed with materials capable of withstanding the environment in which they are placed.**

- (a) For 4' x 4' signs, the District recommends the following:
  - I. ¾" A/C laminated plywood board
  - II. Two 4" x 4" posts
  - III. The posts should be attached to the edges of the plywood board with at least 2 carriage bolts on each post.
  - IV. The front surface of the sign board should be painted in the contrasting color of a white background with black lettering.
- (b) For 4' x 8' signs, the District recommends the following:
  - I. 1" A/C laminated plywood board
  - II. Two 5" x 6" posts
  - III. The posts should be attached to the 4' edges of the plywood board with at least 2 carriage bolts on each post.
  - IV. The front surface of the sign board should be painted in the contrasting color of a white background with black lettering.

**2. The sign board shall be installed and maintained in a condition such that members of the public can easily view, access, and read the sign at all times until the expiration date of the Dust Control plan.**

- (a) For 4' x 4' signs, the District recommends the following:
- I. The lower edge of the sign board should be mounted at least 2' above the existing ground surface to facilitate ease of viewing.
  - II. The posts should be set in a hole at least 3' deep with concrete footings to preclude downing by high winds.
  - III. On the construction site, the sign should be positioned such that nothing obstructs the public's view from the primary street access point.
  - IV. For construction projects that are developed in phases, the sign should be moved to the area that is under active construction.
  - V. In situations where all phases of the construction project are completed on a property prior to expiration of the Dust Control Plan, a written request for cancellation of the Dust Control Plan must be submitted to the Engineer.
- (b) For 4' x 8' signs, the District recommends the following:
- I. The lower edge of the sign board should be mounted at least 2' above the existing ground surface to facilitate ease of viewing.
  - II. The posts should be set in a hole at least 4' deep with concrete footings to preclude downing by high winds.
  - III. On the construction site, the sign should be positioned such that nothing obstructs the public's view from the primary street access point.
  - IV. For construction projects that are developed in phases, the sign should be moved to the area that is under active construction.
  - V. In situations where all phases of the construction project are completed on a property prior to expiration of the Dust Control Plan, a written request for cancellation of the Dust Control Plan must be submitted to the Engineer.

**3. The sign board shall contain the following information:**

- (a) Project Name
- (b) Name of Prime Contractor
- (c) Phone Number of Contractor's Employee Responsible for Dust Control Matters
- (d) County designated phone number (to be provided by the Engineer)
- (e) South Coast Air Quality Management District Phone Number

**4. The sign board shall be designed to the following alpha and numeric text dimensions (sign boards written in longhand are unacceptable).**

(a) For a permittee subject to the 4' x 4' sign requirement, the District provides the following example: (as modified by the County of Riverside for use on County Public Works projects)

|                            |                                      |  |                                   |
|----------------------------|--------------------------------------|--|-----------------------------------|
| 1" UPPERCASE Letters<br>→  | PROJECT NAME:                        |  | 3 ½" Title Case Bold Letters<br>← |
| 1" UPPERCASE Letters<br>→  | CONTRACTOR                           |  | 3 ½" Title Case Bold Letters<br>← |
| 1" Title Case Letters<br>→ | Contractor's Dust<br>Control Phone # |  | 3" Bold Numbers<br>←              |
| 1" Title Case Letters<br>→ | County of Riverside<br>Phone #       |  | 3" Bold Numbers<br>←              |
| 1" Title Case Letters<br>→ | Phone Number:                        | <b>SCAQMD</b><br><b>1-800-CUT-SMOG</b> | 3 ½" Bold Numbers<br>←            |

"Title Case" means the first letter of a word is capitalized and subsequent letters are lower case.

(b) For a permittee subject to the 4' x 8' sign requirement, the District provides the following example: (as modified by the County of Riverside)

|                       |  |  |                            |
|-----------------------|--|--|----------------------------|
| 2" UPPERCASE Letters  | PROJECT NAME:  |  | 4" Title Case Bold Letters |
| 2" UPPERCASE Letters  | CONTRACTOR   |  | 4" Title Case Bold Letters |
| 2" Title Case Letters | Contractor's Dust Control Phone #                        |  | 4" Bold Numbers            |
| 2" Title Case Letters | County of Riverside Phone #                              | 951-                                   | 4" Bold Numbers            |
| 2" Title Case Letters | Phone Number:  | <b>SCAQMD</b><br><b>1-800-CUT-SMOG</b> | 4 ½" Bold Numbers          |
| 2" Title Case Letters | <b>COUNTY OF RIVERSIDE<br/>TRANSPORTATION DEPARTMENT</b> |  |                            |

Section 1

Simplified Sample Site Plan

Existing Residential

Distance and location of nearest:

Residence \_\_\_\_\_

Business \_\_\_\_\_



Existing Residential

Wind Fencing  
(4' wood slat fence)

Total Site Acreage  
\_\_\_\_\_

Maximum graded area per day  
\_\_\_\_\_

Existing Residential

Parking Area  
(monthly application  
of chemical stabilizer  
at 4 to 1 concentration  
or greater to control  
dust)

Site Access

Equipment Staging  
Area  
(1.5" gravel maintained to  
depth of 4")

Water  
Tower

Water  
Source  
\_\_\_\_\_ (g/m)

1.5" Gravel  
(maintained to 4"  
extending 100' into site)

Prevailing Wind

Vacant Land

Remember...  
**DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,  
REGARDLESS OF CONSTRUCTION STATUS**



### Plan Review Checklist Clearing/Grubbing/Mass Grading Phase

- If feasible, use grading permit conditions to break the project into phases so that only a portion of the site is disturbed at any given time to ensure control of fugitive dust. This technique is critical for project sites with greater than 100 acres.
- Prior to initiating activity, pre-water site through use of portable irrigation lines. At least 72 hours of pre-watering is recommended for each area prior to initiating earth-movement. Require the Applicant to specify water source and available flow rate (g/m).
- Water applied continuously to all disturbed portions of the site by means of water truck/water pull as necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Also, for cut and fill activities, one 10,000 gallon water pull is estimated to be necessary for each 7,000 cubic yards of daily earth-movement. Multiple 4,000-gallon water trucks may be used in place of one 10,000-gallon water pull. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during mass grading and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.
- Water towers are necessary for projects with more than 10 acres of active construction. Without a water tower, it can take up to 30 minutes to fill a 2,000 gallon water truck. Also, multiple water towers are necessary for projects that use water pulls as filling one 10,000 gallon water pull can drain a water tower which takes up to 40 minutes to refill.
- Wind fencing is necessary between the site and nearby residences or businesses. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through the site.
- A perimeter watering system consisting of portable irrigation equipment may be an effective mitigation system to protect surrounding residences and businesses. The portable watering system may be used in place of or in conjunction with watering trucks. The local jurisdiction may also be provided access to this equipment.

**Remember...**  
**DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,**  
**REGARDLESS OF CONSTRUCTION STATUS**

- Construction site accesses are to be improved with 1.5" gravel maintained to a depth of 4" , at least 20' wide, and extending 100 feet into the site. If the project site is not balanced, a wheel washing system and/or ribbed steel plates should be placed in the roadway before the vehicle enters the graveled area to clean the tires and prevent trackout.
- Equipment staging areas are to be treated with 1.5" gravel maintained to a depth of 4".
- Employee parking areas are to be covered with 1.5" gravel maintained to a depth of 4" or treated with chemical dust suppressants at a 4 to 1 ratio on at least a monthly basis to prevent fugitive dust.
- Chemical dust suppressants are to be mixed at a ratio of 20 to 1 and applied to all disturbed surfaces that are proposed to remain inactive for a period of at least 10 consecutive days. These products are effective in preventing and controlling dust. Recordkeeping is necessary to demonstrate compliance.
- All project sites greater than 100 acres shall monitor daily wind speeds and AQMD forecasted wind events (call 1.800.CUT.SMOG, press one for air quality information, and then press five for Coachella Valley wind forecasts). Operators shall maintain these records for review by any local code enforcement officer or AQMD inspector.
- An environmental observer whose primary duty is to oversee dust control at the site is to be used for construction projects greater than 100 acres and/or sites with more than 50 acres of active construction. The environmental observer is tasked with monitoring dust abatement measures and authorized to deploy additional water trucks and other dust control actions (i.e., wind fencing, street sweepers, chemical dust suppressants, etc.) as necessary to prevent or control fugitive dust.
- Other (specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Remember...**  
**DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,**  
**REGARDLESS OF CONSTRUCTION STATUS**

**Plan Review Checklist  
Finish Grading Phase**

- Water applied continuously to all disturbed portions of the site by means of water truck/water pull as necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Also, for cut and fill activities, one 10,000 gallon water pull is estimated to be necessary for each 7,000 cubic yards of daily earth-movement. Multiple 4,000-gallon water trucks may be used in place of a 10,000-gallon water pull. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during finish grading and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.
- Water towers are necessary for projects with more than 10 acres of active construction. Without a water tower, it can take up to 30 minutes to fill a 2,000 gallon water truck. Also, multiple water towers are necessary for projects that use water pulls as filling one 10,000 gallon water pull can drain a water tower which takes up to 40 minutes to refill
- Wind fencing is necessary between the site and nearby residences or businesses to reduce fugitive dust. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through a site.
- Chemical dust suppressants are to be applied at a concentration of at least 10 to 1 to finish graded areas once final elevations have been reached. For areas that will remain inactive for longer periods, vegetation can be a cost-effective alternative to chemical stabilization. Wind fencing or other obstructions can keep the stabilized area free from future disturbances.
- Construction site access(es) are to be improved with 1.5" gravel maintained to a depth of at least 4" ,with a minimum width of at least 20', extending 100 feet into the project site.
- Equipment staging areas are to be treated with 1.5" gravel maintained to a depth of 4".
- Internal roadway networks are to be treated with chemical dust suppressants at a minimum rate of at least 4 to 1 and retreated on a monthly basis once final roadway elevations have been reached.
- Employee parking areas are to be treated with chemical dust suppressants at a mix ratio of at least 4 to 1 and retreated on at least a monthly basis or covered with 1.5" gravel maintained to a depth of 4" to prevent fugitive dust.
- Other (specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Remember...  
DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,  
REGARDLESS OF CONSTRUCTION STATUS**

**Plan Review Checklist  
Construction Phase**

Water applied continuously to all disturbed portions of the site by means of water truck/water pull as necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during the construction phase and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.

Wind fencing is necessary between the site and nearby residences or businesses. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through the site. Block walls, if part of the final project, can replace wind fencing during the construction phase.

Chemical dust suppressants are to be applied at a concentration of at least 20 to 1 to finish graded areas once final elevations have been reached. For areas that will remain inactive for longer periods, vegetation can be a cost-effective alternative to chemical stabilization. Wind fencing or other obstructions can keep the stabilized area free from future disturbances.

Construction site accesses are to be improved with 1.5" gravel, maintained to a depth of 4", with a width of at least 20', extending 100' into the project site. Paving internal roadways can substitute for gravel.

Internal roadway networks are to be paved as early as feasible in the construction phase. Street sweeping of internal and/or external access roads will likely be required to control entrained road dust.

Employee parking areas are to be treated with chemical dust suppressants at a mix ratio of no less than 4 to 1 and retreated on a monthly basis, or more frequently if fugitive dust is observed. If internal roadway is complete, employees are to be instructed to park on paved roads.

Other (specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Remember...**  
**DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,**  
**REGARDLESS OF CONSTRUCTION STATUS**

**RULE 403 IMPLEMENTATION HANDBOOK**

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**REASONABLY AVAILABLE CONTROL MEASURES**

Paragraph (d)(3) of Rule 403 allows activities outside the South Coast Air Basin (see Figure 2-1) to implement reasonably available control measures in lieu of best available control measures. Additionally, as specified by subparagraph (f)(3)(D) or Rule 403, any person seeking approval of a fugitive dust emissions control plan for projects outside the South Coast Air Basin must demonstrate to the satisfaction of the District that the given activity is employing all reasonably available fugitive dust control measures.

The District has prepared the attached listing of reasonably available fugitive dust control measures for a variety of source categories. This list is based on the U.S. Environmental Protection Agency's reference document entitled, "Control of Open Fugitive Dust Sources," Midwest Research Institute, September 1988.

The District encourages the use of those dust control measures that minimize the use of potable water. When water is needed, reclaimed water should be utilized to the greatest extent feasible.



# RULE 403 IMPLEMENTATION HANDBOOK

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## REASONABLY AVAILABLE CONTROL MEASURES

The left column contains a listing of the sources of fugitive dust which are intended for emission control under District Rule 403 and a listing of control measures and high-wind measures. The right column contains a description of the reasonably available fugitive dust control measures for each of the sources.

Source: (1) Land Clearing/Earth-Moving

### CONTROL MEASURES

### DESCRIPTION

- |                                |   |
|--------------------------------|---|
| (A) Watering                   | (1) Application of water by means of trucks, hoses and/or sprinklers prior to conducting any land clearing. This will increase the moisture content of the soils; thereby increasing its stability.<br>(2) Pre-application of water to depths of proposed cuts.<br>(3) Once the land clearing/earth moving activities are complete, a second application of water can generate a thin crust that stabilizes the disturbed surface area provided that it is not disturbed. (Security fencing can be used to prevent unwanted future disturbances of sites where a surface crust has been created). |
| (B) Chemical stabilizers       | (1) Only effective in areas which are not subject to daily disturbances.<br>(2) Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule.   |
| (C) Wind fencing               | (1) Three- to five-foot barriers with 50% or less porosity located adjacent to roadways or urban areas can be effective in reducing the amount of windblown material leaving a site.<br>(2) Would likely be used in conjunction with other measures (e.g., watering, chemical stabilization, etc.) to ensure that visible emissions do not cross a property line.   |
| (D) Cover haul vehicles        | (1) Entire surface area of hauled earth should be covered once vehicle is full.   |
| (E) Bedliners in haul vehicles | (1) When feasible, use in bottom-dumping haul vehicles.   |

### HIGH WIND MEASURE

- (a) Cease all active operations; or
- (b) Apply water within 15 minutes to any soil surface which is being moved or otherwise disturbed.



Source: (2) Unpaved Roads

**CONTROL MEASURES**

**DESCRIPTION**

- |                            |   |
|----------------------------|---|
| (F) Paving                 | (1) Requires street sweeping/cleaning if subject to material accumulation.  |
| (G) Chemical stabilization | (1) Vendors can supply information as to application methods and concentrations to meet the specifications established by the Rule<br>(2) Not recommended for high volume or heavy equipment traffic use. |
| (H) Watering               | (1) In sufficient quantities to keep surface moist.<br>(2) Required application frequency will vary according to soil type, weather conditions, and vehicular use.  |
| (I) Reduce speed limits    | (1) 15 mile per hour maximum. May need to be used in conjunction with watering or chemical stabilization to prevent visible emissions from crossing the property line.                                    |
| (J) Reduce vehicular trips | (1) Access restriction or redirecting traffic to reduce vehicle trips by a minimum of 60 percent.   |
| (K) Gravel                 | (1) Gravel maintained to a depth of four inches can be an effective measure.<br>(2) Should only be used in areas where paving, chemical stabilization or frequent watering is not feasible.               |

**HIGH WIND MEASURE**

- (c) Apply a chemical stabilizer (to meet the specifications established by the Rule) prior to wind events; or
- (d) Apply water once each hour; or
- (e) Stop all vehicular traffic.

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# RULE 403 IMPLEMENTATION HANDBOOK

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Source: (3) Storage Piles

## CONTROL MEASURES

## DESCRIPTION

- |  |  |
|--|--|
| (L) Wind sheltering                      | (1) Enclose in silos.<br>(2) Install three-sided barriers equal to height of material, with no more than 50 percent porosity.  |
| (M) Watering                             | (1) Application methods include: spray bars, hoses and water trucks.<br>(2) Frequency of application will vary on site-specific conditions.  |
| (N) Chemical stabilizers                 | (1) Best for use on storage piles subject to infrequent disturbances.  |
| (O) Altering load-in/load-out procedures | (1) Confine load-in/load-out procedures to leeward (downwind) side of the material.<br>(2) May need to be used in conjunction with wind sheltering to prevent visible emissions from crossing the property line. |
| (P) Coverings                            | (1) Tarps, plastic, or other material can be used as a temporary covering.<br>(2) When used, these should be anchored to prevent wind from removing coverings.   |

## HIGH WIND MEASURE

- (f) Apply chemical stabilizers (to meet the specifications established by the Rule) prior to wind events; or
- (g) Apply water once per hour; or
- (h) Install temporary covers.

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Source: (4) Paved Road Track-Out

**CONTROL MEASURES**

**DESCRIPTION**

- |                                |  |
|--------------------------------|--|
| (Q) Chemical stabilization     | (1) Most effective when used on areas where active operations have ceased.<br>(2) Vendors can supply information on methods for application and required concentrations. |
| (R) Sweep/clean roadways       | (1) Either sweeping or water flushing may be used.   |
| (S) Cover haul vehicles        | (1) Entire surface area should be covered once vehicle is full.  |
| (T) Bedliners in haul vehicles | (1) When feasible, use in bottom dumping vehicles.   |
| (U) Site access improvement    | (1) Pave internal roadway system.<br>(2) Most important segment, last 100 yards from the connection with paved public roads  |

**HIGH WIND MEASURE**

- (i) Cover all haul vehicles; and
- (j) Clean streets with water flushing, unless prohibited by the Regional Water Quality Control Board.

# RULE 403 IMPLEMENTATION HANDBOOK

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Source: (5) Disturbed Surface Areas/Inactive Construction Sites

## CONTROL MEASURES

## DESCRIPTION

- |                            |   |
|----------------------------|---|
| (V) Chemical stabilization | (1) Most effective when used on areas where active operations have ceased.<br>(2) Vendors can supply information on method for application and required concentrations.       |
| (X) Watering               | (1) Requires frequent applications unless a surface crust can be developed.   |
| (Y) Wind fencing           | (1) Three- to five-foot barriers with 50% or less porosity adjacent to roadways or urban areas can be effective in reducing the amount of wind blown material leaving a site. |
| (Z) Vegetation             | (1) Establish as quickly as possible when active operations have ceased.<br>(2) Use of drought tolerant, native vegetation is encouraged.                                     |

## HIGH WIND MEASURES

- (k) Apply chemical stabilizers (to meet the specifications established by the Rule); or
- (l) Apply water to all disturbed surface areas 3 times per day.

**RULE 403 IMPLEMENTATION HANDBOOK**

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**BEST AVAILABLE CONTROL MEASURES**

Rule 403, paragraph (d)(2) requires active operations [defined in Rule 403, paragraph (c)(1)] within the South Coast Air Basin (see Figure 2-1) to implement at least one best available control measure for each fugitive dust source type on site. Additionally, as specified by subparagraph (f)(3)(D) of Rule 403, any person seeking approval of fugitive dust emissions control plan for projects within the South Coast Air Basin must demonstrate to the satisfaction of the AQMD that the given activity is employing all best available fugitive dust control measures.

The AQMD has prepared the attached listing of best available fugitive dust control measures for a variety of source categories. This list is based on the U.S. Environmental Protection Agency's reference document entitled, "Fugitive Dust Background Document and Technical Information Document for Best Available Control Measures," Office of Air and Radiation, September 1992.

The AQMD encourages the use of those dust control measures that minimize the use of potable water. When water is needed, reclaimed water should be utilized to the greatest extent feasible.

## RULE 403 IMPLEMENTATION HANDBOOK

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### BEST AVAILABLE CONTROL MEASURES

The left column contains a listing of the sources of fugitive dust which are intended for emission control under District Rule 403 and a listing of control measures and high-wind measures. The right column contains a description of the best available fugitive dust control measures for each of the sources.

Source: (1) Land Clearing/Earth-Moving

#### CONTROL MEASURES

#### DESCRIPTION

- |                                |   |
|--------------------------------|---|
| (A) Watering (pre-grading)     | (1) Application of water by means of trucks, hoses and/or sprinklers prior to conducting any land clearing. This will increase the moisture content of the soils; thereby increasing its stability.<br>(2) Pre-application of water to depths of proposed cuts. |
| (A-1) Watering (post-grading)  | (1) In active earth-moving areas water should be applied at sufficient frequency and quantity to prevent visible emissions from extending more than 100 feet from the point of origin.  |
| (A-2) Pre-grading planning     | (1) Grade each phase separately, timed to coincide with construction phase; or<br>(2) Grade entire project, but apply chemical stabilizers or ground cover to graded areas where construction phase begins more than 60 days after grading phased ends.         |
| (B) Chemical stabilizers       | (1) Only effective in areas which are not subject to daily disturbances.<br>(2) Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule.   |
| (C) Wind fencing               | (1) Three- to five-foot barriers with 50% or less porosity located adjacent to roadways or urban areas can be effective in reducing the amount of windblown material leaving a site. Must be implemented in conjunction with either measure (A-1) or (B).       |
| (D) Cover haul vehicles        | (1) Entire surface area of hauled earth should be covered once vehicle is full.   |
| (E) Bedliners in haul vehicles | (1) When feasible, use in bottom-dumping haul vehicles.   |

#### HIGH WIND MEASURE

- (a) Cease all active operations; or
- (b) Apply water within 15 minutes to any soil surface which is being moved or otherwise disturbed.



## RULE 403 IMPLEMENTATION HANDBOOK

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Source: (2) Unpaved Roads

### CONTROL MEASURES

### DESCRIPTION

- |                            |   |
|----------------------------|---|
| (F) Paving                 | (1) Requires street sweeping/cleaning if subject to material accumulation.  |
| (G) Chemical stabilization | (1) Vendors can supply information as to application methods and concentrations to meet the specifications established by the Rule<br>(2) Not recommended for high volume or heavy equipment traffic use. |
| (H) Watering               | (1) In sufficient quantities to keep surface moist.<br>(2) Required application frequency will vary according to soil type, weather conditions, and vehicular use.  |
| (I) Reduce speed limits    | (1) 15 mile per hour maximum. May need to be used in conjunction with watering or chemical stabilization to prevent visible emissions from crossing the property line.                                    |
| (J) Reduce vehicular trips | (1) Access restriction or redirecting traffic to reduce vehicle trips by a minimum of 60 percent.   |
| (K) Gravel                 | (1) Gravel maintained to a depth of four inches can be an effective measure.<br>(2) Should only be used in areas where paving , chemical stabilization or frequent watering is not feasible.              |

### HIGH WIND MEASURE

- (a) Apply a chemical stabilizer (to meet the specifications established by the Rule) prior to wind events; or
- (b) Apply water once each hour; or
- (c) Stop all vehicular traffic.

## RULE 403 IMPLEMENTATION HANDBOOK

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Source: (3) Storage Piles

### CONTROL MEASURES

### DESCRIPTION

- |  |  |
|--|--|
| (L) Wind sheltering                      | (1) Enclose in silos.<br>(2) Install three-sided barriers equal to height of material, with no more than 50 percent porosity.                                  |
| (M) Watering                             | (1) Application methods include: spray bars, hoses and water trucks.<br>(2) Frequency of application will vary on site-specific conditions.                    |
| (N) Chemical stabilizers                 | (1) Best for use on storage piles subject to infrequent disturbances.  |
| (O) Altering load-in/load-out procedures | (1) Confine load-in/load-out procedures to leeward (downwind) side of the material.<br>Must be used in conjunction with either measure (L), (M), (N), or (P).  |
| (P) Coverings                            | (1) Tarps, plastic, or other material can be used as a temporary covering.<br>(2) When used, these should be anchored to prevent wind from removing coverings. |

### HIGH WIND MEASURE

- (a) Apply chemical stabilizers (to meet the specifications established by the Rule) prior to wind events; or
- (b) Apply water once per hour; or
- (c) Install temporary covers.

**RULE 403 IMPLEMENTATION HANDBOOK**

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**Source: (4) Paved Road Track-Out**

**CONTROL MEASURES**

**DESCRIPTION**

**Compliance with District Rule 403.**

**Paragraph (d)(5).**

January 1999

## RULE 403 IMPLEMENTATION HANDBOOK

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Source: (5) Disturbed Surface Areas/Inactive Construction Sites

### CONTROL MEASURES

### DESCRIPTION

- |                            |   |
|----------------------------|---|
| (Q) Chemical stabilization | (1) Most effective when used on areas where active operations have ceased.<br>(2) Vendors can supply information on method for application and required concentrations.   |
| (R) Watering               | (1) Requires frequent applications unless a surface crust can be developed.   |
| (S) Wind fencing           | (1) Three- to five-foot barriers with 50% or less porosity adjacent to roadways or urban areas can be effective in reducing the amount of wind blown material leaving a site. Must be used in conjunction with either measure (Q), (R), or (T). |
| (T) Vegetation             | (1) Establish as quickly as possible when active operations have ceased.*   |

### HIGH WIND MEASURES

- (a) Apply chemical stabilizers (to meet the specifications established by the Rule); or
- (b) Apply water to all disturbed surface areas 3 times per day.

---

\* Use of drought tolerant, native vegetation is encouraged

TABLE 1

**BEST [REASONABLY]\* AVAILABLE CONTROL MEASURES FOR HIGH WIND CONDITIONS**

| <b>FUGITIVE DUST SOURCE CATEGORY</b> | <b><u>CONTROL MEASURES</u></b>  |
|--------------------------------------|---|
| <b>Earth-moving</b>                  | (1A) Cease all active operations; OR<br>(2A) Apply water to soil not more than 15 minutes prior to moving such soil.  |
| <b>Disturbed surface areas</b>       | (0B) On the last day of active operations prior to a weekend, holiday, or any other period when active operations will not occur for not more than four consecutive days: apply water with a mixture of chemical stabilizer diluted to not less than 1/20 of the concentration required to maintain a stabilized surface for a period of six months; OR<br>(1B) Apply chemical stabilizers prior to wind event; OR<br>(2B) Apply water to all unstabilized disturbed areas 3 times per day. If there is any evidence of wind driven fugitive dust, watering frequency is increased to a minimum of four times per day; OR<br>(3B) Take the actions specified in Table 2, Item (3c); OR<br>(4B) Utilize any combination of control actions (1B), (2B), and (3B) such that, in total, these actions apply to all disturbed surface areas. |
| <b>Unpaved roads</b>                 | (1C) Apply chemical stabilizers prior to wind event; OR<br>(2C) Apply water twice [once] per hour during active operation; OR<br>(3C) Stop all vehicular traffic.   |
| <b>Open storage piles</b>            | (1D) Apply water twice per hour; OR<br>(2D) Install temporary coverings.  |
| <b>Paved road track-out</b>          | (1E) Cover all haul vehicles; OR<br>(2E) Comply with the vehicle freeboard requirements of Section 23114 of the California Vehicle Code for both public and private roads.  |
| <b>All Categories</b>                | (1F) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 1 may be used.   |

\* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2

## DUST CONTROL ACTIONS FOR EXEMPTION FROM PARAGRAPH (d)(4)\*

| <u>FUGITIVE DUST SOURCE CATEGORY</u>   | <u>CONTROL ACTIONS</u>  |
|--|---|
| <b>Earth-moving (except construction cutting and filling areas, and mining operations)</b> | <p>(1a) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations each subsequent four-hour period of active operations;<br/>OR</p> <p>(1a-1) For any earth-moving which is more than 100 feet from all property lines, conduct watering as necessary to prevent visible dust emissions from exceeding 100 feet in length in any direction.</p>   |
| <b>Earth-moving:<br/>Construction fill areas:</b>  | <p>(1b) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. For areas which have an optimum moisture content for compaction of less than 12 percent, as determined by ASTM Method 1557 or other equivalent method approved by the Executive Officer and the California Air Resources Board and the U.S. EPA, complete the compaction process as expeditiously as possible after achieving at least 70 percent of the optimum soil moisture content. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations during each subsequent four-hour period of active operations.</p> |

\* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

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TABLE 2 (Continued)\*

| <b><u>FUGITIVE DUST SOURCE CATEGORY</u></b>                                | <b><u>CONTROL ACTIONS</u></b>  |
|--|--|
| <b>Earth-moving:<br/>Construction cut areas<br/>and mining operations:</b> | (1c) Conduct watering as necessary to prevent visible emissions from extending more than 100 feet beyond the active cut or mining area unless the area is inaccessible to watering vehicles due to slope conditions or other safety factors.   |
| <b>Disturbed surface areas<br/>(except completed<br/>grading areas)</b>    | (2a/b) Apply dust suppression in sufficient quantity and frequency to maintain a stabilized surface. Any areas which cannot be stabilized, as evidenced by wind driven fugitive dust must have an application of water at least twice per day to at least 80 [70] percent of the unstabilized area.  |
| <b>Disturbed surface<br/>areas: Completed<br/>grading areas</b>            | (2c) Apply chemical stabilizers within five working days of grading completion; OR<br><br>(2d) Take actions (3a) or (3c) specified for inactive disturbed surface areas.   |
| <b>Inactive disturbed<br/>surface areas</b>                                | (3a) Apply water to at least 80 [70] percent of all inactive disturbed surface areas on a daily basis when there is evidence of wind driven fugitive dust, excluding any areas which are inaccessible to watering vehicles due to excessive slope or other safety conditions; OR<br><br>(3b) Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR<br><br>(3c) Establish a vegetative ground cover within 21 [30] days after active operations have ceased. Ground cover must be of sufficient density to expose less than 30 percent of unstabilized ground within 90 days of planting, and at all times thereafter; OR<br><br>(3d) Utilize any combination of control actions (3a), (3b), and (3c) such that, in total, these actions apply to all inactive disturbed surface areas. |

---

\* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2 (Continued)\*

| <b><u>FUGITIVE DUST SOURCE CATEGORY</u></b> | <b><u>CONTROL ACTIONS</u></b>   |
|---|---|
| <b>Unpaved Roads</b>                        | (4a) Water all roads used for any vehicular traffic at least once per every two hours of active operations [ 3 times per normal 8 hour work day]; OR<br>(4b) Water all roads used for any vehicular traffic once daily and restrict vehicle speeds to 15 miles per hour; OR<br>(4c) Apply a chemical stabilizer to all unpaved road surfaces in sufficient quantity and frequency to maintain a stabilized surface. |
| <b>Open storage piles</b>                   | (5a) Apply chemical stabilizers; OR<br>(5b) Apply water to at least 80 [ 70] percent of the surface area of all open storage piles on a daily basis when there is evidence of wind driven fugitive dust; OR<br>(5c) Install temporary coverings; OR<br>(5d) Install a three-sided enclosure with walls with no more than 50 percent porosity which extend, at a minimum, to the top of the pile.                    |
| <b><u>All Categories</u></b>                | (6a) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 2 may be used.   |

---

\* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

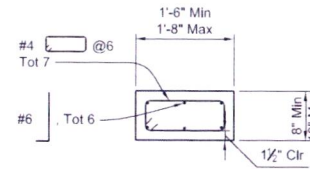
**TABLE 3**  
**TRACK-OUT CONTROL OPTIONS**  
**PARAGRAPH (d)(5)(B)**

CONTROL OPTIONS

|     |  |
|-----|--|
| (1) | Pave or apply chemical stabilization at sufficient concentration and frequency to maintain a stabilized surface starting from the point of intersection with the public paved surface, and extending for a centerline distance of at least 100 feet and a width of at least 20 feet.   |
| (2) | Pave from the point of intersection with the public paved road surface, and extending for a centerline distance of at least 25 feet and a width of at least 20 feet, and install a track-out control device immediately adjacent to the paved surface such that exiting vehicles do not travel on any unpaved road surface after passing through the track-out control device. |
| (3) | Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 3 may be used.   |

**Appendix B**

**Exhibits  
and  
Reference Drawings**



**RECONSTRUCTED LAST PILLAR**

REMOVE AND CLEAN EXIST CONCRETE TO ALLOW PROPER EMBEDMENT OF PRECAST RAILING

PROTECT PILLAR IN PLACE

DRILL AND BOND NEW #6 BARS INTO 6" DEEP HOLE. Typ

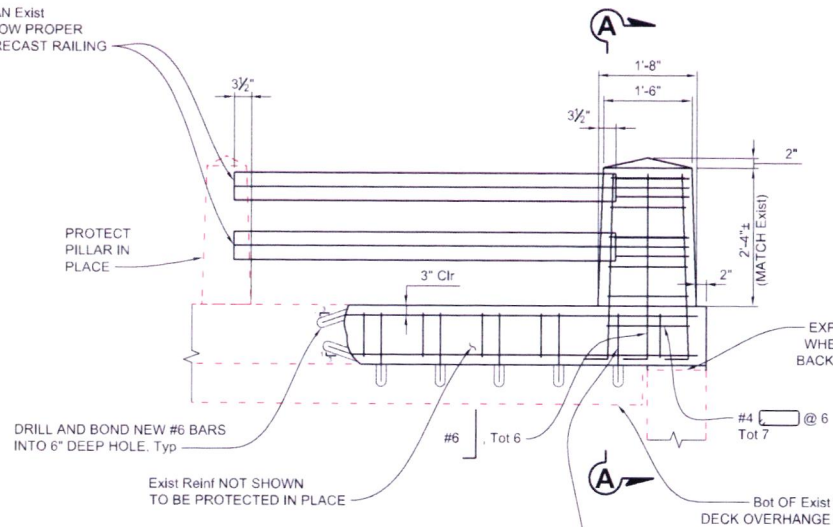
EXIST REINF NOT SHOWN TO BE PROTECTED IN PLACE

EXPANDED POLYSTYRENE WHERE SITS ON EXIST ABUT BACKWALL PER CALTRANS STD PLANS

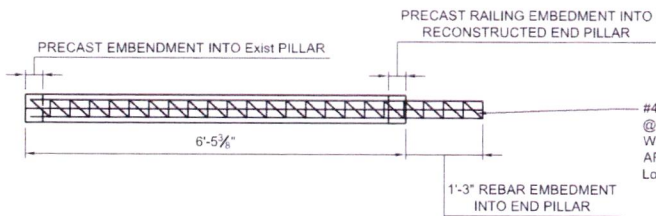
B0-13  
13-1

**LEGEND:**

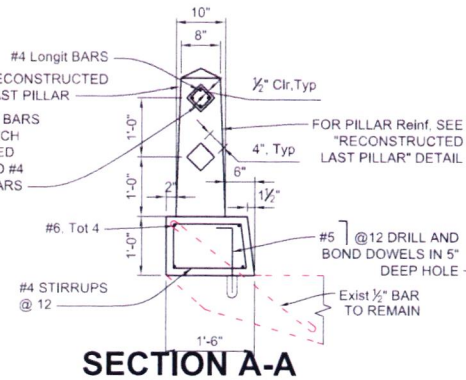
- - - Existing Structure
- Bridge Removal (Portion)



**BARRIER SECTION**



**PRECAST RAILING SECTION**

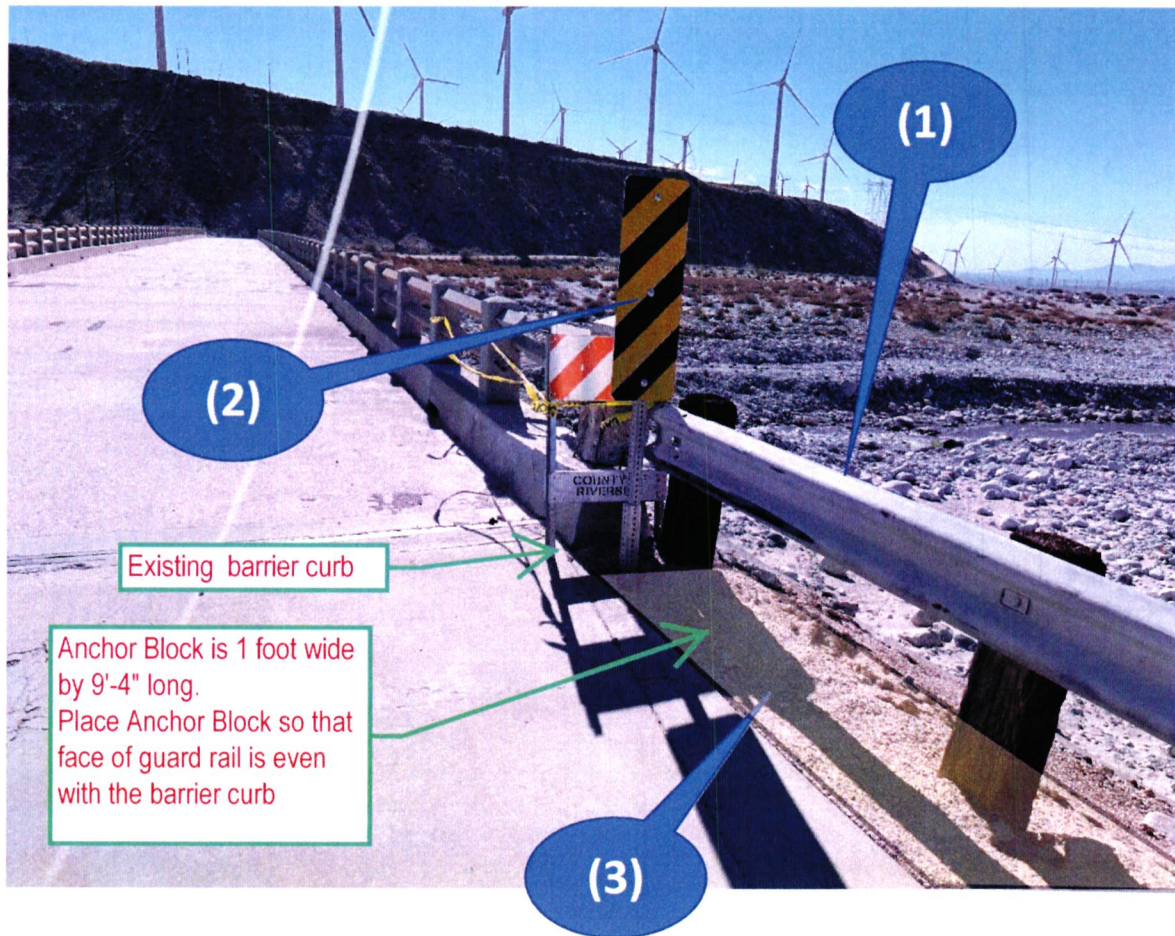


**SECTION A-A**

**WHITewater CUTOFF BRIDGE RAILING RECONSTRUCTION**



## WHITEWATER CUT-OFF EMERGENCY REPAIR GUARD RAIL SYSTEM REPLACEMENT IN SOUTHWEST APPROACH



### CONSTRUCTION NOTES

- (1) REMOVE EXISTING GUARD RAIL AND END SYSTEM .
- (2) REMOVE AND SALVAGE POST AND MARKER.
- (3) CONSTRUCT 9'-4" BY 2' THICK CONCRETE ANCHOR BLOCK PER CALTRANS STANDARD A78G.
- (4) FURNISH AND INSTALL MIDWEST GUARDRAIL SYSTEM TRANSITION RAILING (TYPE WB-31) PER CALTRANS STANDARD A77U4 AND A77N3. CONNECT TO ANCHOR BLOCK PER DETAIL 4A ON STANDARD A78G.
- (5) FURNISH AND INSTALL FLARED TERMINAL SYSTEM END TREATMENT TYPE 12B LAYOUT PER CALTRANS STANDARD A77Q1.
- (6) REINSTALL MARKER AND AND POST.
- (7) INSTALL WHITE REFLECTORS ON EVERY FOURTH POST.



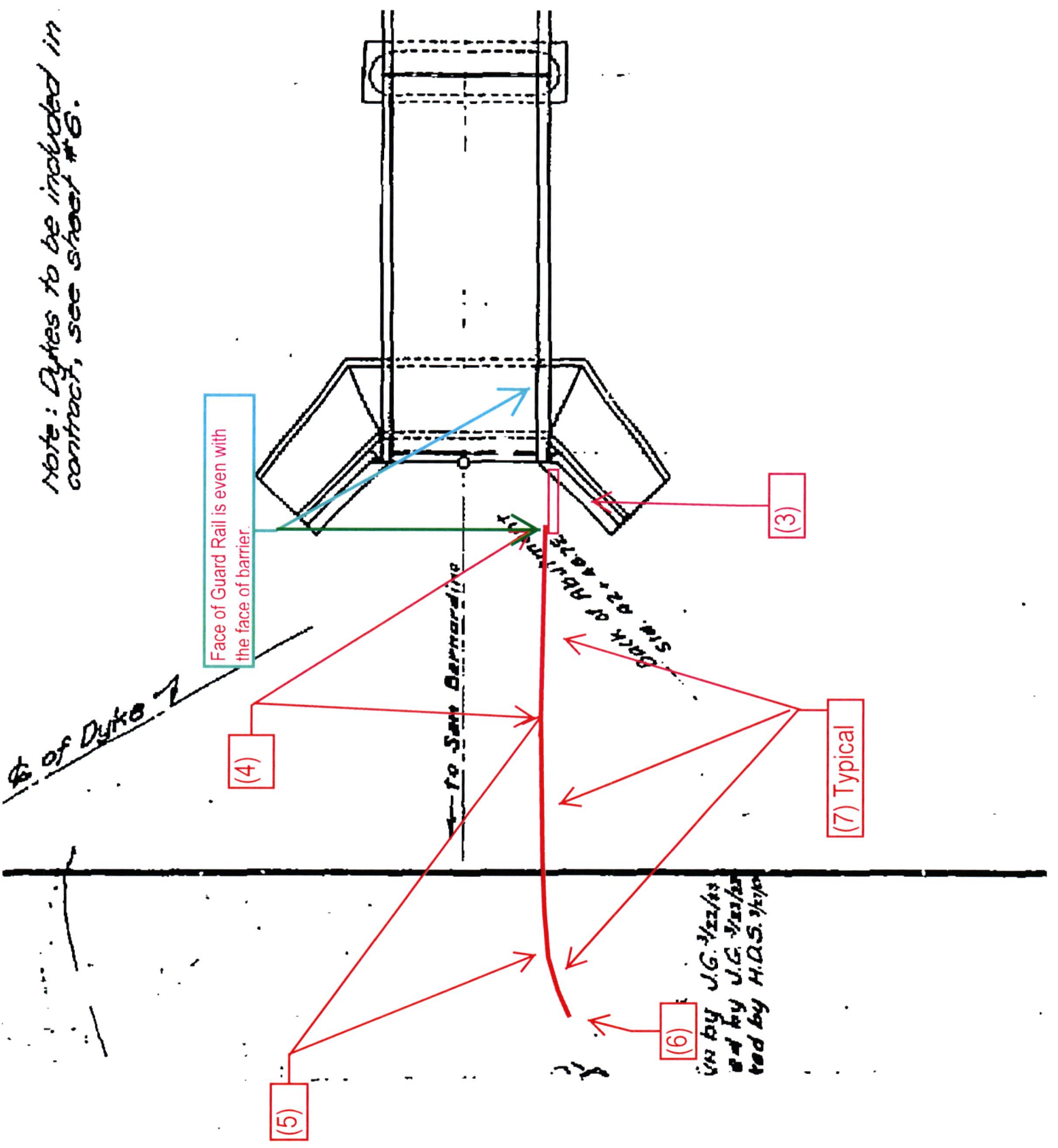


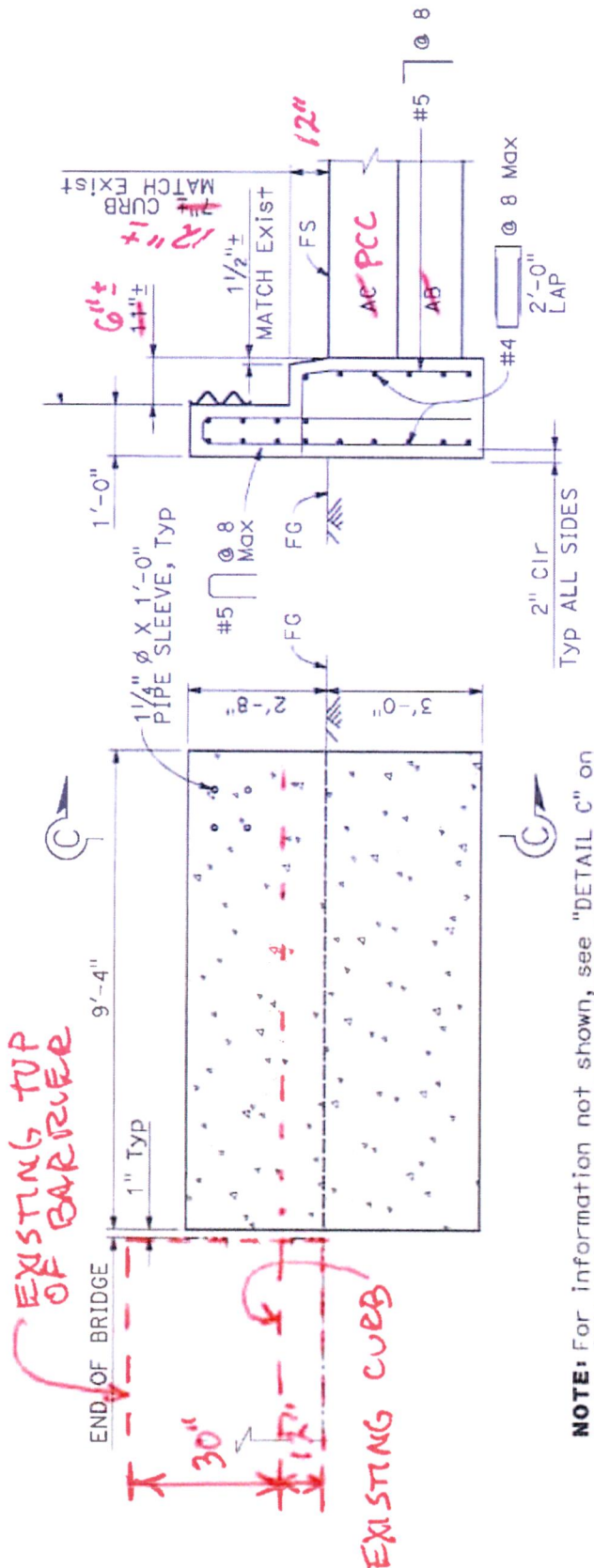
(2)

(1)

(3)

Note: Dykes to be included in contract, see sheet #6.





**NOTE:** For information not shown, see "DETAIL C" on Caltrans Standard Plan **A770B**. **A78G**

**DETAIL 2**  $\triangle$   
NO SCALE

**SECTION C-C**  
NO SCALE

| DIST | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET NO. | TOTAL SHEETS |
|------|--------|-------|--------------------------|-----------|--------------|
|      |        |       |                          |           |              |

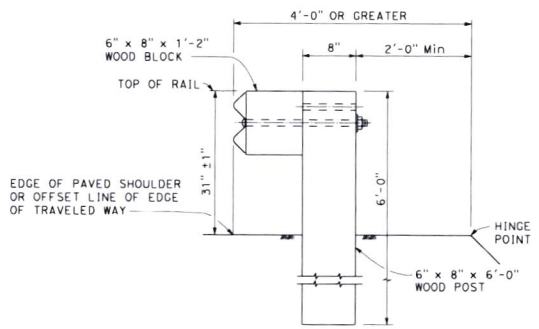
*Randell D. Hiatt*  
REGISTERED CIVIL ENGINEER

May 31, 2018  
PLANS APPROVAL DATE

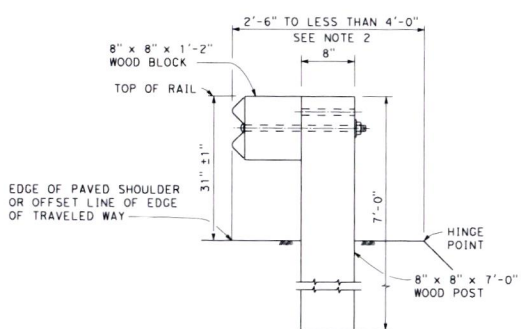
*Randell D. Hiatt*  
CS0200  
Exp. 6-30-19  
CIVIL  
STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER

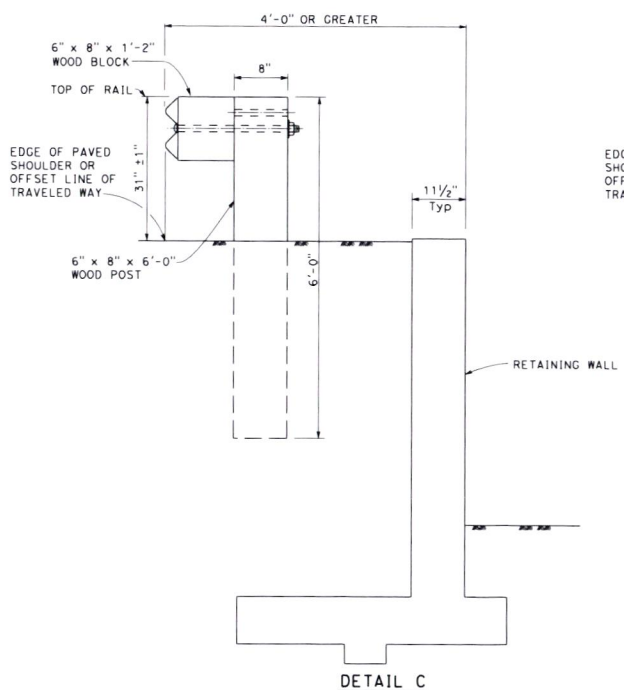
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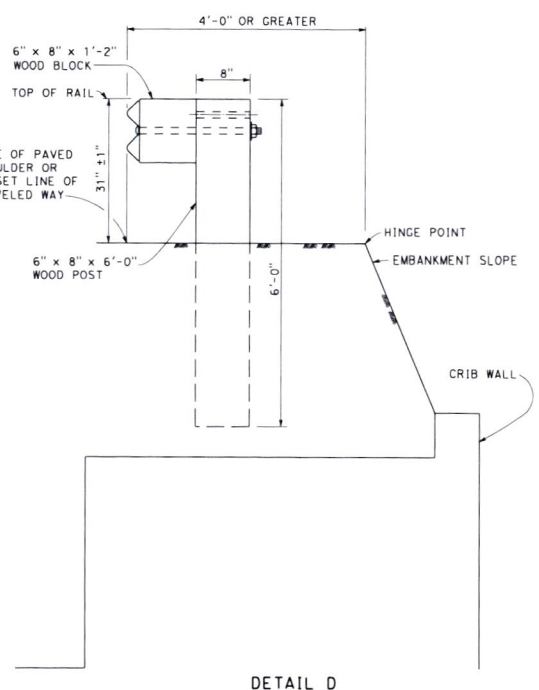
**DETAIL A**  
**TYPICAL ROADWAY**  
**INSTALLATION**  
See Note 1



**DETAIL B**  
**NARROW ROADWAY**  
**INSTALLATION**  
See Note 1



**DETAIL C**



**DETAIL D**

**INSTALLATION AT EARTH RETAINING WALLS**

**POST EMBEDMENT**

**NOTES:**

1. These installation details also applicable to steel line post installations. For Detail A, C, and D, where steel line post installations are constructed, W6 x 8.5 or W6 x 9 steel post, 6'-0" in length, with 6" x 8" x 1'-2" notched wood blocks or notched recycled plastic blocks are to be used in place of the size of wood post and wood block shown. For Detail B, where steel line post installations are constructed, W6 x 8.5 or W6 x 9 steel post, 8'-0" in length, with 8" x 8" x 1'-2" notched wood blocks or notched recycled plastic blocks are to be used in place of the size of wood post and wood block shown. For additional installation details, see Standard Plans A77L1 and A77L2.
2. Where the distance between the face of the rail and the hinge point is less than 2'-6", see the Project Plans for special details.
3. For dike positioning with MGS installations, see Standard Plan A77N4.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**MIDWEST GUARDRAIL SYSTEM**  
**TYPICAL LINE POST**  
**EMBEDMENT AND**  
**HINGE POINT OFFSET DETAILS**  
NO SCALE

**A77N3**

2018 STANDARD PLAN A77N3

63

Appendix B, Page 6 of 18

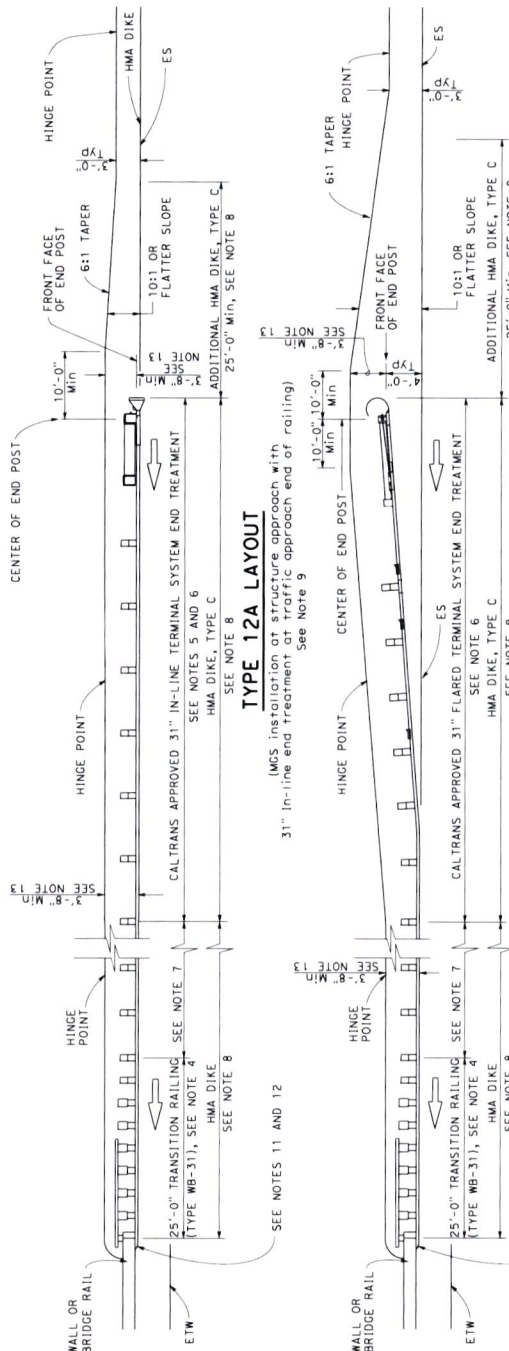
Return to Table of Contents



|       |        |       |           |           |              |
|-------|--------|-------|-----------|-----------|--------------|
| DIST. | COUNTY | ROUTE | POST MILE | SHEET NO. | TOTAL SHEETS |
|       |        |       |           |           |              |

**Randell D. Hatt**  
REGISTERED CIVIL ENGINEER  
MAY 31, 2018  
PLANS APPROVAL DATE

PROFESSIONAL ENGINEER  
No. 53920  
EXPIRES 12/31/19  
THE STATE OF CALIFORNIA OR ITS OFFICERS  
THE RECORDS OR COMPLETE SETS OF PLANNED  
COPIES OF THIS PLAN SHEET.



**TYPE 12A LAYOUT**  
(M/S installation at structure approach with 31" in-line end treatment at traffic approach end of railing)  
See Note 9

**TYPE 12B LAYOUT**  
(M/S installation at structure approach with 31" flared end treatment at traffic approach end of railing)  
See Note 9

- NOTES:**
- Line post, blocks and hardware to be used are shown on Standard Plans A77L1, A77L2, A77N1, A77N2 and A77M1.
  - M/S post spacing to be 6'-3" center to center, except as otherwise noted.
  - Except as noted, line posts are 6" x 8" x 6'-0" wood with 6" x 1'-2" wood blocks or plastic blocks, 6'-0" in length, used for 6" x 8" x 6'-0" wood posts with 6" x 8" x 1'-2" wood blocks where applicable and when specified.
  - For Transition Railings (Type WB-31) details for Types 12A and 12B Layouts, see Standard Plan A77U4.
  - 31" in-line terminal system end treatments are used where site conditions will not accommodate a 31" flared end treatment.
  - The type of 31" terminal system end treatment to be used will be shown on the Project Plans.
  - Dependent on site conditions (embankment height, side slopes, or other fixed object), a 31" in-line terminal system end treatment may be used in lieu of a flared end treatment. A 12.5 degree angle of departure can be drawn on the Project Plans from the edge of traveled way through the outer most point of the fixed object to determine the additional length of railing needed.
  - Where placement of dike is required with guard railing installations, see Standard Plan A77M4 for dike positioning details.
    - To the right of approaching traffic, at the end of a structure, on structure is less than 40 feet.
    - To the left of approaching traffic, at the end of a structure, on structure is less than 40 feet.
    - To the right of approaching traffic at the end of each structure on multilane freeways or expressways with separate adjacent or parallel bridges.
    - To the right of approaching traffic at the end of the structure on multilane freeways or expressways with decked median on the bridge.
  - See Standard Plan A77Q3 for typical layout used left of approaching traffic at the ends of each structure on multilane freeways or expressways with separate adjacent or parallel bridges.
  - For additional details of typical connections to bridge rail, see Connection Detail AA on Standard Plans A77U1 and A77U2 and Connection Detail FF on Standard Plans A77V1 and A77V2.
  - For additional details of a typical connection to walls or abutments, see Standard Plan A77U3.
  - Use this offset for 8" block. For 12" block, use 4'-0" Min offset.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**MIDWEST GUARDRAIL SYSTEM  
TYPICAL LAYOUTS FOR  
STRUCTURE APPROACH**

NO SCALE

A77Q1

DIST COUNTY ROUTE TOTAL PROJECT SHEET NO. SHEETS

**Randall D. Hunt**  
REGISTERED CIVIL ENGINEER

NOV 31, 2018  
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
THE RECORDING CHARGE (FEE) IS \$100.00 PER SHEET.  
COPIES OF THIS PLAN SHEET:

**NOTES:**

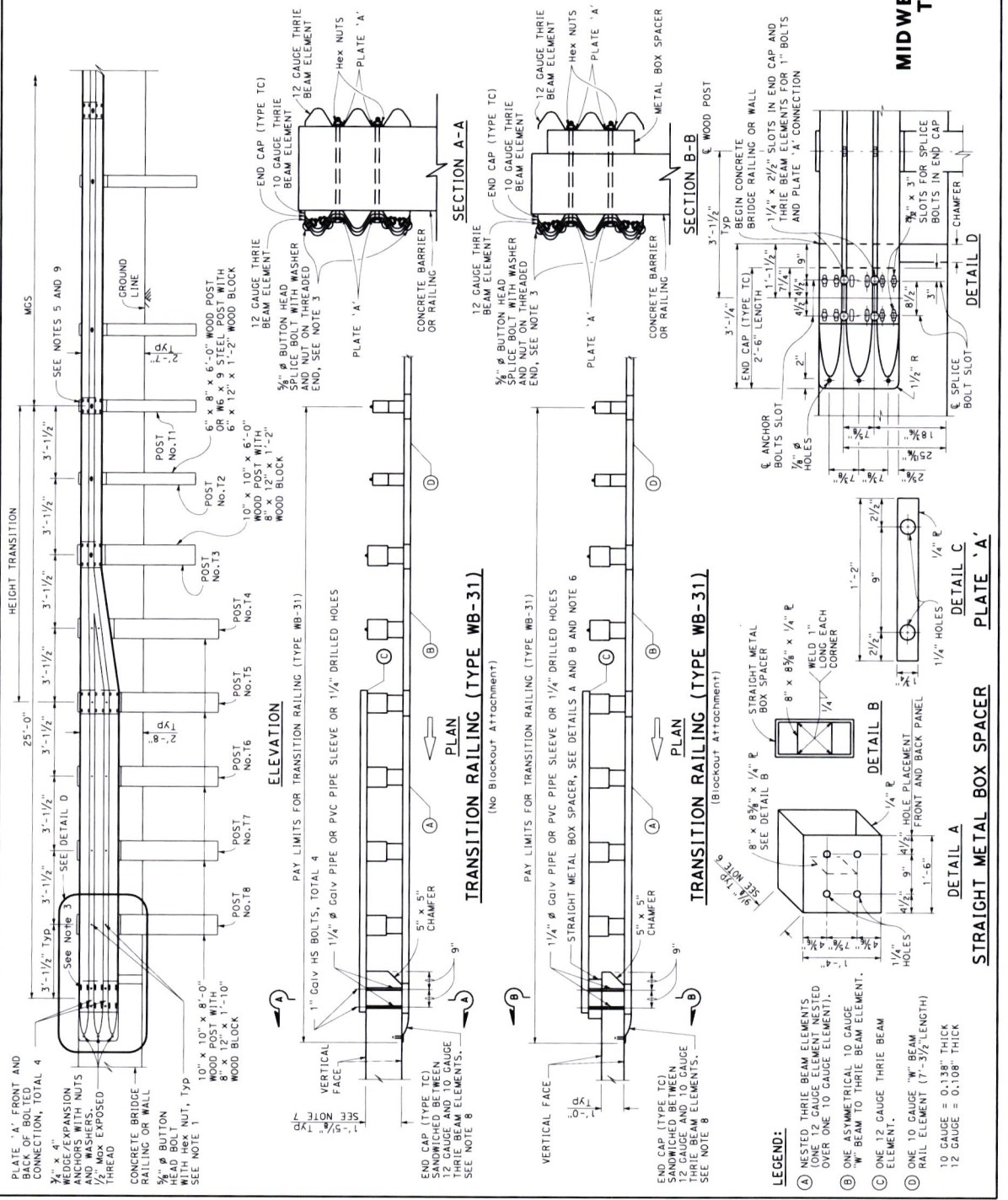
- Use 3/4"  $\phi$  Button head bolts and hex nuts for connections to posts. No washers on rail face for bolted connections to post.
- The nested rail elements, end cap, and beam to thrie beam element may be spliced together prior to bolting the elements to the wood post and concrete barrier or railing.
- Exterior splice bolt holes for rail element splices at Post No. 15 and the connection between Posts No. 15 and 16 shall be the standard 7/8" x 1 1/2" slot size. Interior splice bolt holes at these locations may be increased up to 1 1/4"  $\phi$ . Only the top 4 and bottom 4 splice bolts with washers shall be used for the connection at Post No. 15 and the connection to the concrete barrier or railing.
- The top elevation of Posts No. 12 through No. 17 shall not be more than 1/4" above the top elevation of the rail element.
- Typically, the railing connected to Transition Railing Type WB-31 will be either standard railing with 150:1 or Caltrans approved 31" end treatment attached to Post No. 11.
- The depth of the metal box spacer varies from 9 1/2" to 11 1/2" and the depth of the width of the concrete railing or wall. The combined dimension for the depth of the metal box spacer plus the width of railing or wall is 12 gauge. The spacing between the back of the concrete railing or wall and the rear thrie beam element is less than 1 1/4" as spacers.
- Where the width of the concrete railing or wall is greater than 1 1/4", wood blocks are to be used to fill the space created between the backs of Posts No. 15 through No. 18 and between the backs of Posts No. 19 and 20. Wood blocks shall be 8" in depth and 2" in height. The dimension between the front thrie beam element and the rear thrie beam element is to match the width of the concrete railing or wall.
- End cap may be installed over 12 gauge and 10 gauge thrie beam elements where transition railing is installed on the departure end of bridge railing.
- Conform standard railing section height to 31" at Post No. 11 using height transition ratio of 150:1.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**MIDWEST GUARDRAIL SYSTEM  
TRANSITION RAILING  
(TYPE WB-31)**

NO SCALE

**A77U4**



- LEGEND:**
- (A) NESTED THRIE BEAM ELEMENTS AND 10 GAUGE THRIE BEAM TO THRIE BEAM ELEMENT.
  - (B) ONE ASYMMETRICAL 10 GAUGE THRIE BEAM ELEMENT.
  - (C) ONE 12 GAUGE THRIE BEAM ELEMENT.
  - (D) ONE 10 GAUGE THRIE BEAM ELEMENT (7'-3/2' LENGTH)
  - (E) RAIL ELEMENT (7'-3/2' LENGTH)
  - (F) 10 GAUGE = 0.138" THICK
  - (G) 12 GAUGE = 0.108" THICK

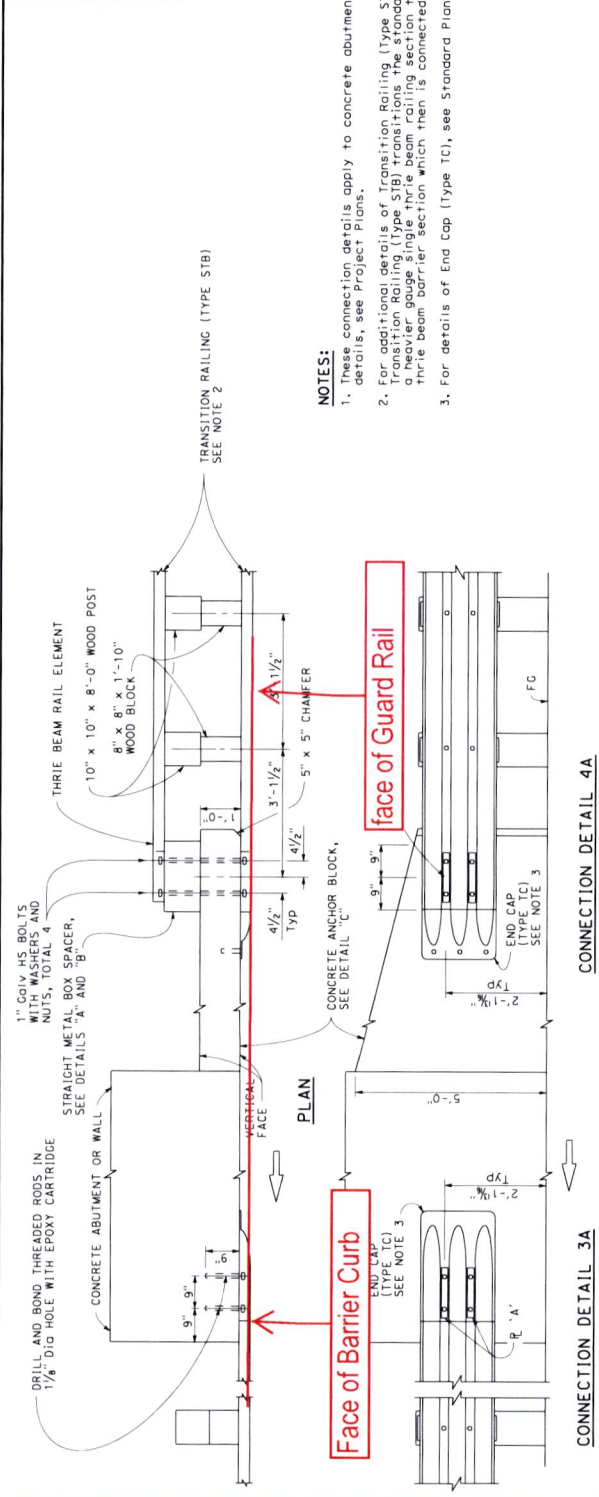


DIST. COUNTY ROUTE TOTAL PROJECT SHEET NO. SHEETS

**Randall D. Hewitt**  
REGISTERED CIVIL ENGINEER

MOY 31, 2018  
PLANS APPROVAL DATE

PROFESSIONAL ENGINEER  
NO. 50000  
EXPIRES 6-30-19  
THE STATE OF CALIFORNIA OR ITS OFFICIALS  
DO NOT ENDORSE OR RECOMMEND ANY ENGINEER  
OR ARCHITECT FOR ANY PROJECT UNLESS HE  
OR SHE IS LICENSED UNDER THE BOARD OF ENGINEERS  
AND ARCHITECTS OF THIS PLAN SHEET.



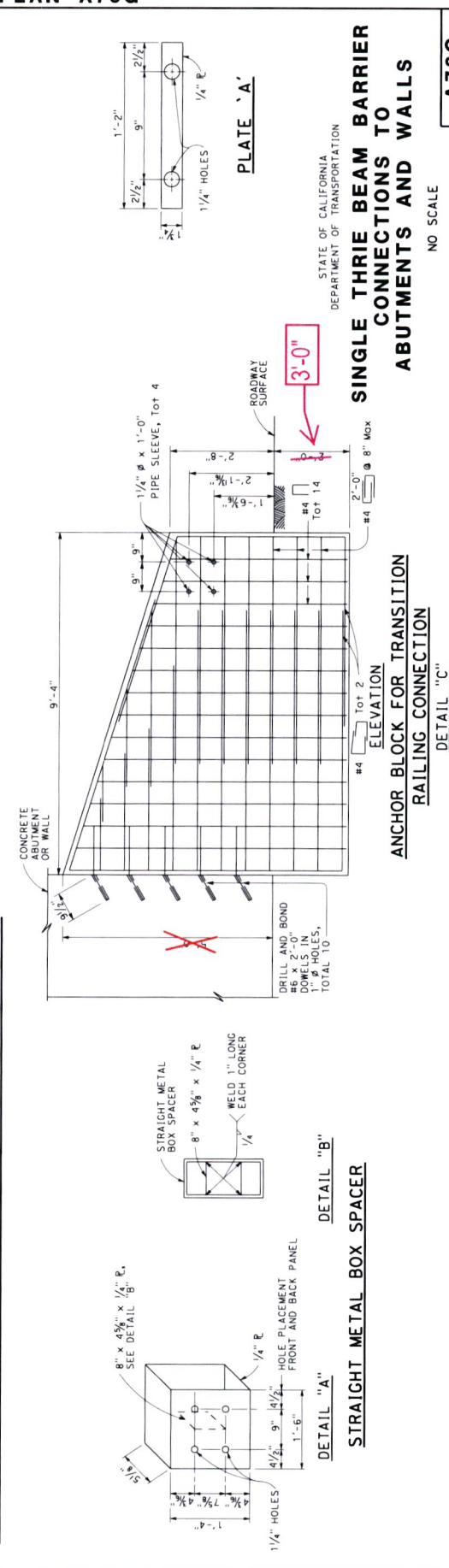
CONNECTION DETAIL 3A

CONNECTION DETAIL 4A

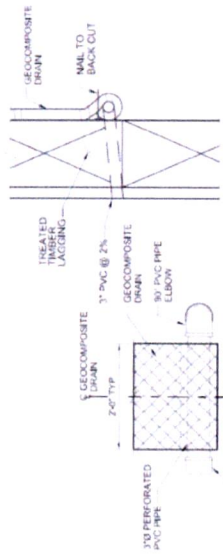
ELEVATION

SEE NOTE 2

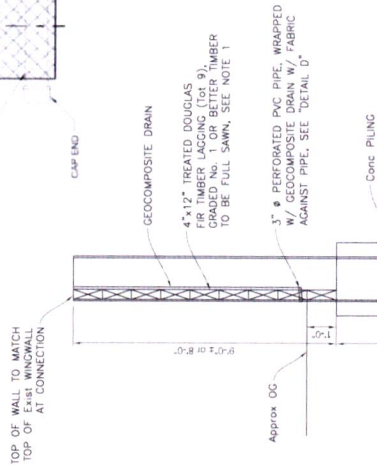
SINGLE THREE BEAM BARRIER CONNECTION TO ABUTMENT OR WALL



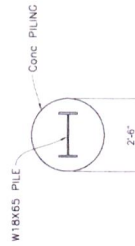
- NOTES:**
1. These connection details apply to concrete abutments and walls. For additional connections details, see Project Plans.
  2. For additional details of Transition Railing (Type STB), see Standard Plan A78J. Transition Railing (Type STB) transitions the standard 12 gauge single three beam barrier to a heavier gauge single three beam railing section then to a heavier gauge nested double three beam barrier section which then is connected to the concrete anchor block.
  3. For details of End Cap (Type TC), see Standard Plan A78C1.



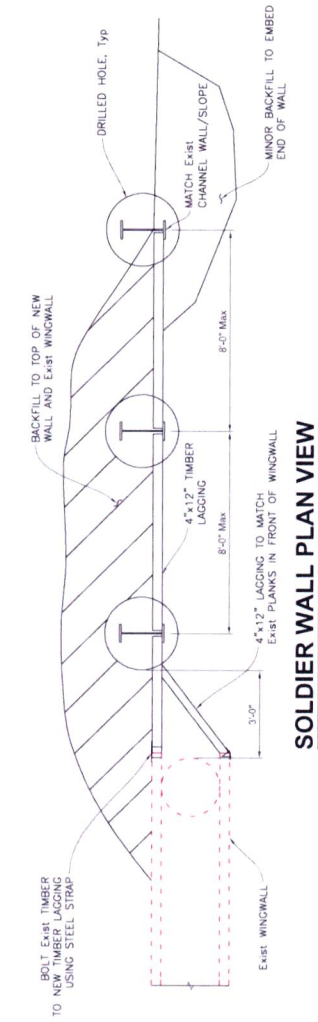
**DETAIL D**  
1/8" SCALE



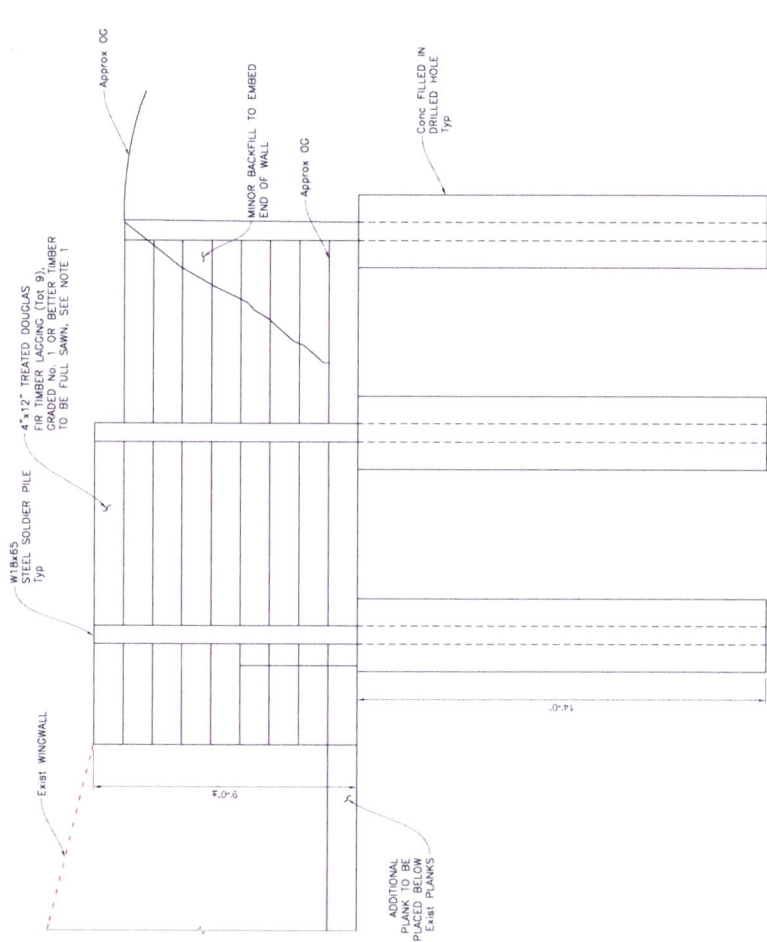
**SOLDIER WALL SECTION**



**ABRIGO SOLDIER PILE WALL**



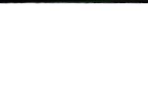
**SOLDIER WALL PLAN VIEW**



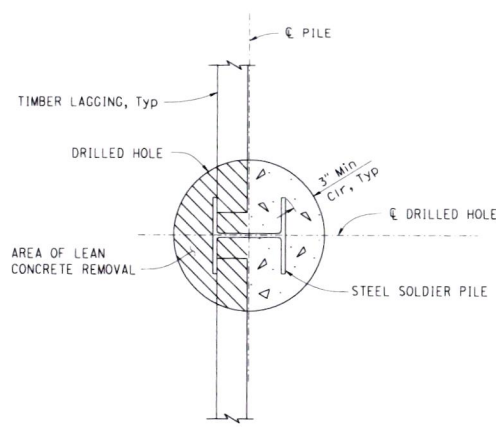
**SOLDIER WALL ELEVATION VIEW**

NOTE: Nails and steel straps not shown

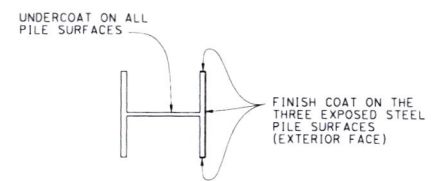
- NOTES:**
1. For soldier pile details, see Caltrans Standard Details XS12-060
  2. For lagging details, see Caltrans Standard Details XS12-080 (Alternative 1)



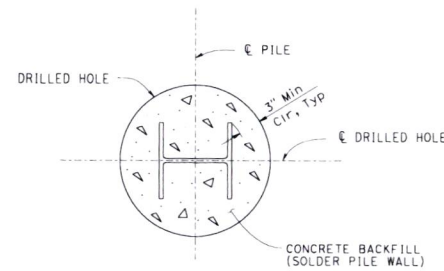
| DIST.   | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET NO. | TOTAL SHEETS |
|---|--------|-------|--------------------------|-----------|--------------|
|   |        |       |                          |           |              |
| REGISTERED CIVIL ENGINEER   |        |       | DATE                     |           |              |
| PLANS APPROVAL DATE   |        |       |                          |           |              |
| <small>The State of California or its officers or agents shall not be responsible for the accuracy or completeness of scanned copies of this plan sheet.</small>          |        |       |                          |           |              |
| <small>The Registered Civil Engineer for the project is responsible for the selection and proper application of the component design and any modifications shown.</small> |        |       |                          |           |              |



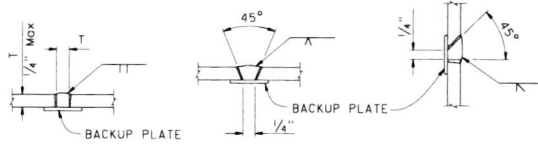
**SECTION C-C**  
NO SCALE



**LIMITS OF CLEAN & PAINT STEEL SOLDIER PILE**  
NO SCALE



**SECTION D-D**  
NO SCALE



**PILE WELDING DETAIL-BUTT JOINTS**  
NO SCALE

- NOTES:
1. Single vee-groove and square groove permitted for all positions.
  2. Single bevel-groove permitted for horizontal joints only.

**GENERAL NOTES:**

DESIGN: AASHTO LRFD Bridge Design Specifications, 4th Edition with California Amendments.

LIVE LOAD: 240 psf equivalent to 2 feet soil weight.

SOIL PARAMETERS: (For determination of Design Lateral Earth Pressures)  
 Backfill soil weight = \_\_\_\_\_ lb/ft<sup>3</sup>  
 Friction Angle = \_\_\_\_\_  
 Active Pressure coefficient, Ka = \_\_\_\_\_  
 Bedrock Unit Weight = \_\_\_\_\_ lb/ft<sup>3</sup>

SEISMIC PARAMETERS: K<sub>n</sub> = \_\_\_\_\_

STEEL SOLDIER PILES: ASTM A572/A, ASTM 572M Grade 50 Min, or ASTM A36/A36M

REINFORCED CONCRETE (WALERS): f'<sub>c</sub> = 4000 psi, f<sub>y</sub> = 60 ksi

STRUCTURAL TIMBER: Treated Douglas Fir, Grade No. 1 or better. Timber to be full sawn.

PRESTRESSING STEEL (GROUND ANCHORS):  
 FDL = Factored Design Load on ground anchor (kips)  
 FTL = Factored Test Load (kips)  
 LL = Lock-Off Load (kips)  
 f<sub>pu</sub> = Minimum ultimate tensile strength of ground anchor steel (ksi)  
 A<sub>s</sub> (Min) = Minimum cross sectional area of steel in ground anchor (square inches)  
 Steel = ASTM designation: A416 (High Strength Strands)

A<sub>s</sub> (Min) =  $\frac{1.0 \text{ FTL}}{0.75 \text{ fpu}}$

Steel = ASTM designation: A722 (High Strength Bars)

A<sub>s</sub> (Min) =  $\frac{1.0 \text{ FTL}}{0.80 \text{ fpu}}$

FDL = \_\_\_\_\_ Kips  
 FTL = \_\_\_\_\_ Kips  
 LL = \_\_\_\_\_ Kips

Appendix B, Page 11 of 18

|  |  |   |  |  |  |  |  |                              |  |  |  |
|--|--|---|--|--|--|--|--|------------------------------|--|--|--|
| <b>BRIDGE STANDARD DETAILS</b><br>x812-060-2<br>FILE NO. October 2014<br>APPROVAL DATE   |  | The components of the Bridge Standard Details have been prepared under the responsible charge of the technical officer, a registered civil engineer in the State of California. |  | <b>STATE OF CALIFORNIA</b><br>DEPARTMENT OF TRANSPORTATION         |  | <b>DIVISION OF ENGINEERING SERVICES</b>          |  | BRIDGE NO.:<br>POST MILE:    |  | <b>SOLDIER PILE WALL WITH WALERS-DETAILS No. 2</b>           |  |
| <small>Refer to: <a href="http://www.dot.ca.gov/hq/esc/techpubs/ManualForDesigners/ManualForDesigners/bridge-standard-details/index.html">http://www.dot.ca.gov/hq/esc/techpubs/ManualForDesigners/ManualForDesigners/bridge-standard-details/index.html</a></small> |  | <small>FILE: x812-060-2.dgn<br/>         USERNAME: j3136276<br/>         TIME PLOTTED: 16:50<br/>         DATE PLOTTED: 14-JUL-2018</small>                                     |  | <small>ORIGINAL SCALE IN INCHES FOR REDUCED PLANS: 0 1 2 3</small> |  | <small>UNIT: PROJECT NUMBER &amp; PHASE:</small> |  | <small>CONTRACT NO.:</small> |  | <small>DISCARD PRINTS BEARING EARLIER REVISION DATES</small> |  |

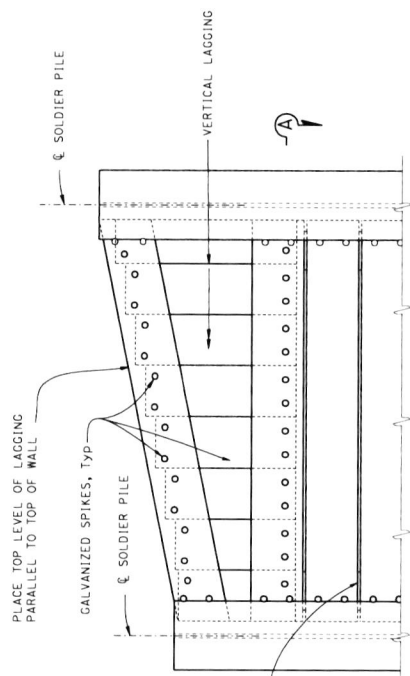
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|--------|-------|------------|-----------|--------------|
| COUNTY | ROUTE | POST MILES | SHEET NO. | TOTAL SHEETS |
|        |       |            |           |              |

REGISTERED CIVIL ENGINEER DATE PROFESSIONAL ENGINEER

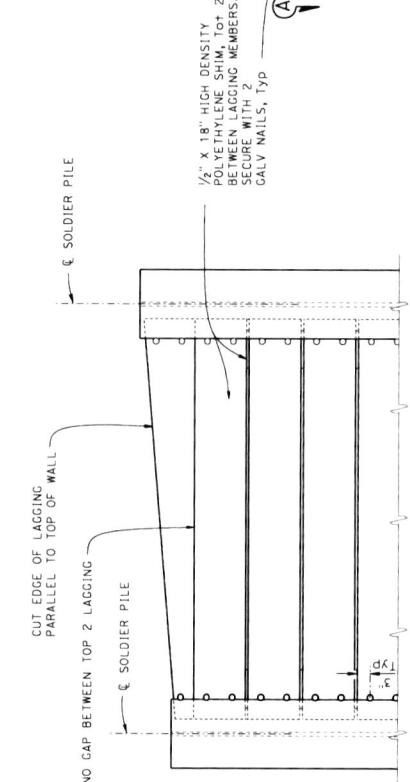
PLANS APPROVAL DATE

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of information supplied by the contractor.

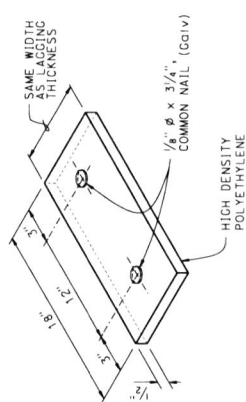
The Registered Civil Engineer for this project is responsible for the accuracy and proper application of the information provided by any manufacturer's literature.



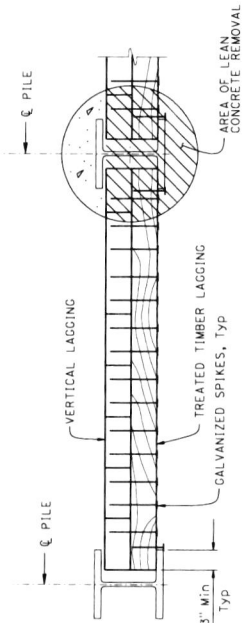
**PART ELEVATION**  
**LAGGING DETAILS (ALTERNATIVE 1)**  
NO SCALE



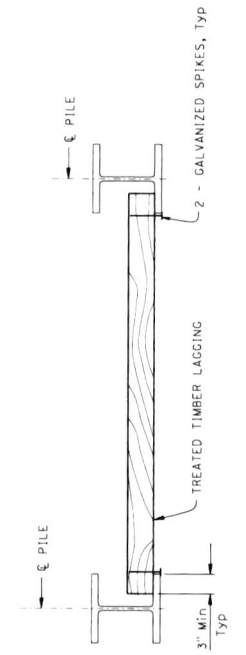
**PART ELEVATION**  
**LAGGING DETAILS (ALTERNATIVE 2)**  
NO SCALE



**SHIM DETAIL**  
NO SCALE



**SECTION A-A**  
NO SCALE

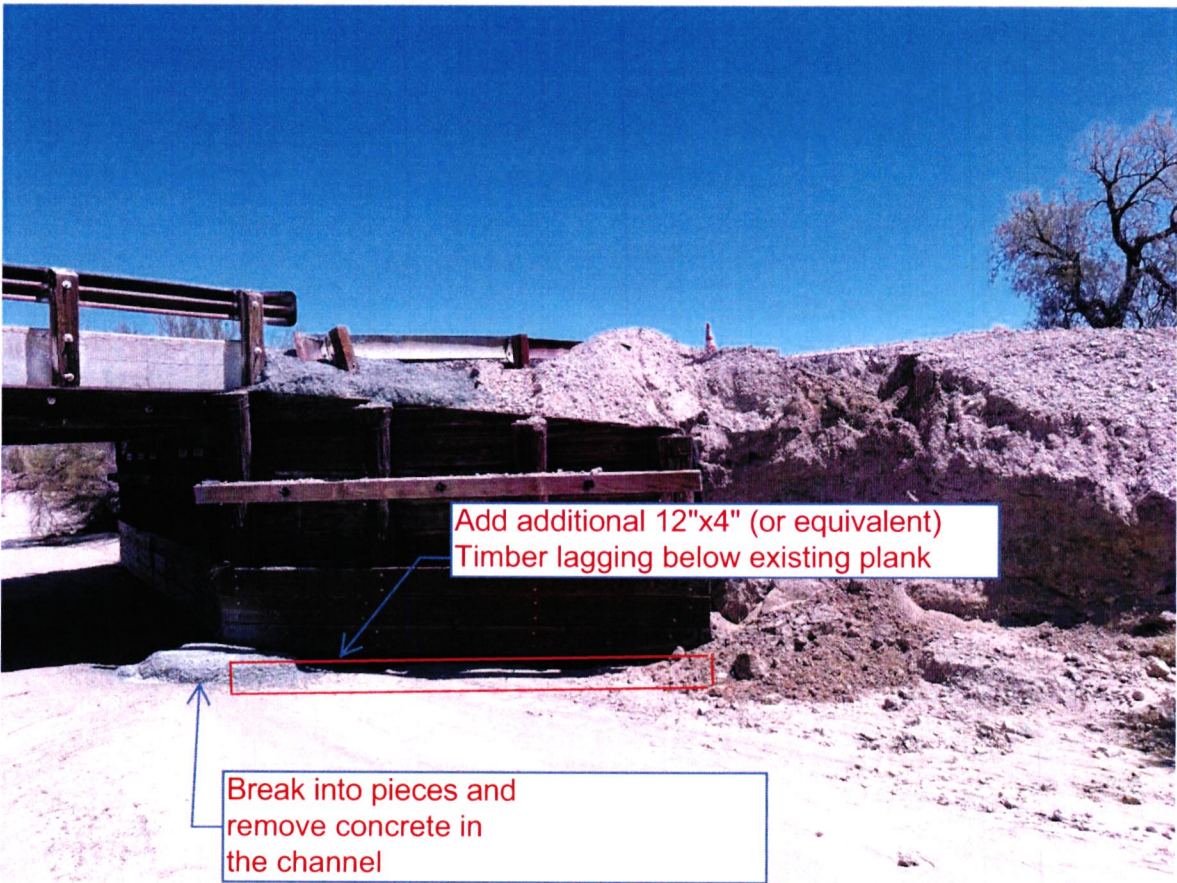


**PART PLAN**  
NO SCALE

- NOTES:
1. No clipping of timber lagging corners allowed
  2. Use 16d Galv wire spikes for 4 x 12 lagging, and 40d Galv wire spikes for 6 x 12 lagging
  3. Spikes shall not be bent

|   |                       |                                  |  |  |               |  |                                  |
|---|-----------------------|----------------------------------|--|--|---------------|--|----------------------------------|
| <b>BRIDGE STANDARD DETAILS</b>  |                       | <b>STATE OF CALIFORNIA</b>       |  | <b>DIVISION OF ENGINEERING SERVICES</b>    |               | <b>SOLDIER PILE WALL LAGGING DETAILS</b>       |                                  |
| FILE NO. <b>X12-080</b>   | DATE <b>JULY 2014</b> | PROJECT NO. <b>14-00-0016</b>    | PROJECT NUMBER & PHASE: <b>0 1 2 3</b> | UNIT: <b>INCHES</b>                        | CONTRACT NO.: | SECTION DATE:                                  | SHEET NO. <b>12</b> OF <b>14</b> |
| Refer to: <a href="http://www.dtr.ca.gov/ftp/pub/contractors/standard_details.html">http://www.dtr.ca.gov/ftp/pub/contractors/standard_details.html</a> |                       | DATE PLOTTED: <b>14-JUL-2016</b> |  | SPECIAL SCALE IN INCHES FOR REDUCED PLANS: |               | DIRECTOR PRINTS BEARING EARLIER REVISION DATES |                                  |





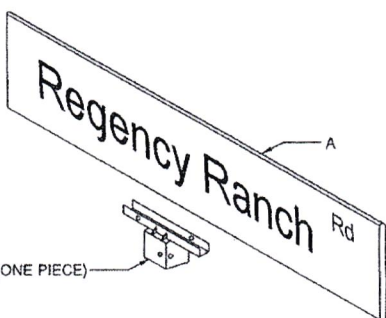
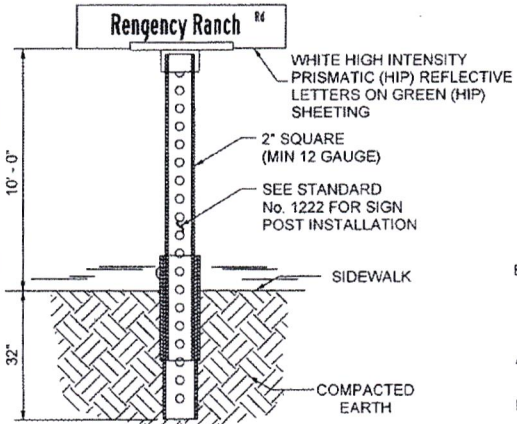
Add additional 12"x4" (or equivalent) Timber lagging below existing plank

Break into pieces and remove concrete in the channel



Add additional 12"x4" (or equivalent)  
Timber lagging below existing plank

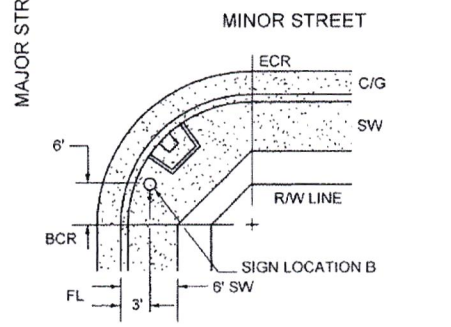
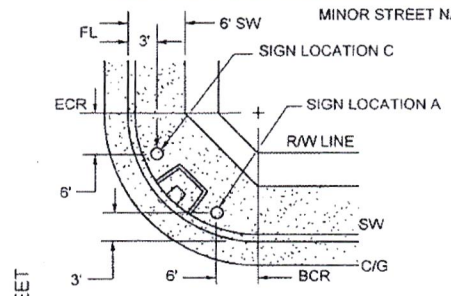
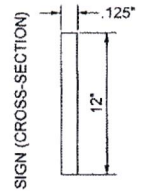
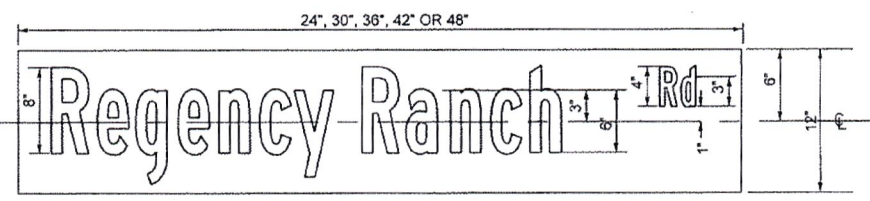
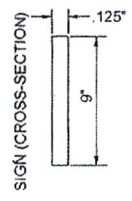
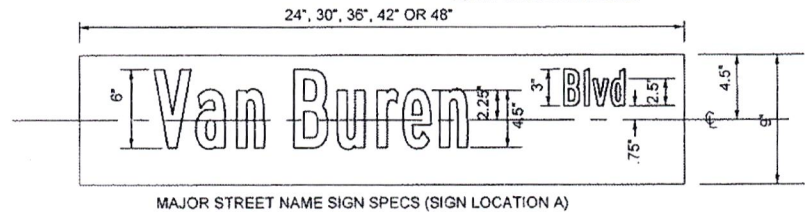




STD SUFFIXES

| SUFFIX    | ABBREV |
|-----------|--------|
| AVENUE    | Ave    |
| BOULEVARD | Blvd   |
| CIRCLE    | Cir    |
| COURT     | Ct     |
| DRIVE     | Dr     |
| LANE      | Ln     |
| PARKWAY   | Pkwy   |
| PLACE     | Pl     |
| ROAD      | Rd     |
| STREET    | St     |
| TERRACE   | Ter    |
| TRAIL     | Tr     |
| WAY       | Way    |
| LOOP      | Lp     |

- A - SIGN PLATES ( 5052-H38 ALUMINUM ALLOY MATERIAL)
- B - 2" SQ. x 12" CAST ANODIZED ALUMINUM POST CAP WITH SIX 3/8" ALLEN HEAD STAINLESS STEEL SET SCREWS TO FIT 0.125 SIGN BLANK



**NOTES:**

- WHEN ONE OF THE INTERSECTING ROADWAYS HAS AN ULTIMATE PAVED WIDTH OR CURBED WIDTH GREATER THAN 60 FEET, STD 1220 SHALL BE USED.
- TWO SIGNS ARE REQUIRED FOR EACH DIRECTION OF TRAVEL, ON THE RIGHT-HAND SIDE OF THE INTERSECTION FOR APPROACHING TRAFFIC ON THE MAJOR STREET. SEE SIGN INSTALLATION DETAIL.
- AT "T" INTERSECTIONS, ONLY TWO STREET NAME SIGNS SHALL BE REQUIRED.
- MORE THAN FOUR STREET NAME SIGNS MAY BE REQUIRED AT INTERSECTIONS WITH MORE THAN FOUR LEGS.
- WHEN ALL INTERSECTING STREETS HAVE ULTIMATE PAVED WIDTHS OR CURBED WIDTHS OF 60 FEET OR LESS, AND THEY ARE NOT GENERAL PLAN ROADS, USE STANDARD 1221.

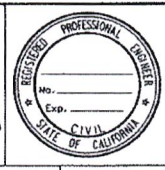
- \* LETTER SIZING AND SPACING MUST MEET FHWA SPACING GUIDE LINES. MINOR VARIATIONS AS APPROVED BY ENGINEER.
- \* SIGNS SHALL NOT EXCEED 48" IF STREET NAME CONTAINS A SECOND WORD, SECOND WORD MAY BE ABBREVIATED AS FOLLOWS:

| WORD   | ABBREV |
|--------|--------|
| CENTER | Ctr    |
| CANYON | Cyn    |
| RANCH  | Rch    |
| SPRING | Spr    |
| SCHOOL | Sch    |

**SIGN INSTALLATION DETAIL**

- A. 9" BLADE, WITH MAJOR STREET NAME, PERPENDICULAR TO MINOR STREET.
- B. 12" BLADE, WITH MINOR STREET NAME, PERPENDICULAR TO MAJOR STREET.
- C. 12" BLADE, WITH MINOR STREET NAME, PERPENDICULAR TO MAJOR STREET. \*(ONLY USED IF SIGN LOCATION B DOES NOT PROVIDE GOOD SIGN VISIBILITY)
- FINAL SIGN LOCATION TO BE DETERMINED BY ENGINEER

APPROVED BY:  
  
 ASSISTANT DIRECTOR OF TRANSPORTATION  
 PATRICIA ROMO, RCE 56064  
 DATE: 11-25-14

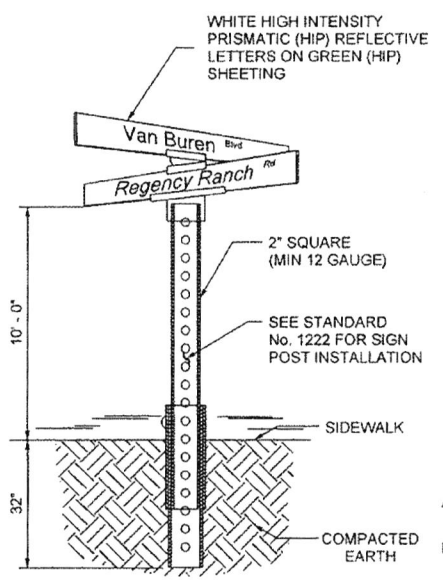


COUNTY OF RIVERSIDE

**STREET NAME SIGN**  
 (CURB TO CURB WIDTH GREATER THAN 60')

| REVISIONS | REV | BY | APR'D | DATE | REV | BY | APR'D | DATE |
|-----------|-----|----|-------|------|-----|----|-------|------|
|           | 1   |    |       |      |     |    |       |      |
|           | 2   |    |       |      |     |    |       |      |
|           | 3   |    |       |      |     |    |       |      |

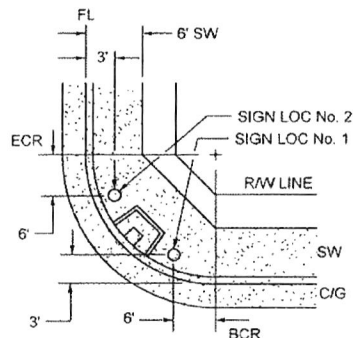
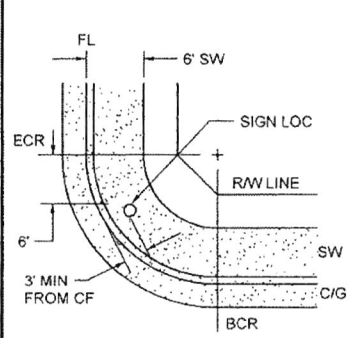
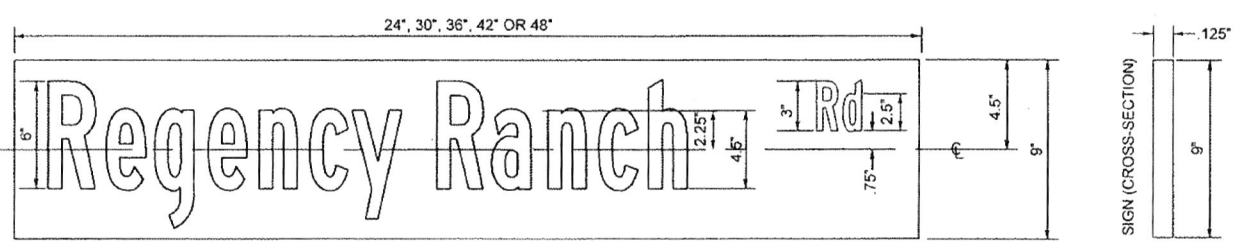
NO SCALE  
 STANDARD No. 1220



STD SUFFIXES

| SUFFIX    | ABBREV |
|-----------|--------|
| AVENUE    | Ave    |
| BOULEVARD | Blvd   |
| CIRCLE    | Cir    |
| COURT     | Ct     |
| DRIVE     | Dr     |
| LANE      | Ln     |
| PARKWAY   | Pkwy   |
| PLACE     | Pl     |
| ROAD      | Rd     |
| STREET    | St     |
| TERRACE   | Ter    |
| TRAIL     | Tr     |
| WAY       | Way    |
| LOOP      | Lp     |

- A - SIGN PLATES ( 5052-H38 ALUMINUM ALLOY MATERIAL)
- B - 2" SQ. x 12" CAST ANODIZED ALUMINUM POST CAP WITH SIX 3/8" ALLEN HEAD STAINLESS STEEL SET SCREWS TO FIT 0.125 SIGN BLANK
- C - CENTER CROSS SADDLE SHALL BE 12" ONE-PIECE CAST ANODIZED ALUMINUM WITH FOUR 3/8" STAINLESS STEEL ALLEN HEAD SET SCREWS TO FIT 0.125 SIGN BLANK



**INSIDE OF KNUCKLE INTERSECTION**  
**SIGN INSTALLATION DETAILS**

- SIGN LOC No. 1 - FOR RESIDENTIAL STREETS WITHIN A TRACT
- SIGN LOC No. 2 - ALL OTHER STREETS THAT ARE NON-RESIDENTIAL STREETS WITHIN A TRACT
- FINAL SIGN LOCATION TO BE DETERMINED BY ENGINEER

- NOTE:**
- ONE COMPLETE NAME SIGN UNIT IS REQUIRED AT EACH INTERSECTION WHEN PAVED WIDTHS OR CURBED WIDTHS OF ALL INTERSECTING STREETS ARE 60 FEET OR LESS. AT INTERSECTIONS WITH ONE OR MORE STREETS WITH AN ULTIMATE PAVED WIDTH OR CURBED WIDTH GREATER THAN 60 FEET, USE STANDARD 1220.
  - SIGNS SHALL NOT EXCEED 48" IF STREET NAME CONTAINS A SECOND WORD. SECOND WORD MAY BE ABBREVIATED AS FOLLOWS:

| WORD   | ABBREV |
|--------|--------|
| CENTER | Ctr    |
| CANYON | Cyn    |
| RANCH  | Rch    |
| SPRING | Spr    |
| SCHOOL | Sch    |

\* LETTER SIZING AND SPACING MUST MEET FHWA SPACING GUIDE LINES. MINOR VARIATIONS AS APPROVED BY ENGINEER.

APPROVED BY:  
  
 ASSISTANT DIRECTOR OF TRANSPORTATION  
 PATRICIA ROMO, RCE 56064

11-25-14  
 DATE



COUNTY OF RIVERSIDE

**STREET NAME SIGN**

(CURB TO CURB WIDTH LESS THAN OR EQUAL TO 60')

NO SCALE

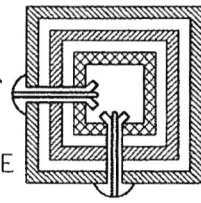
STANDARD No. 1221

| REVISIONS | REV | BY | APR'D | DATE | REV | BY | APR'D | DATE |
|-----------|-----|----|-------|------|-----|----|-------|------|
|           | 1   |    |       |      |     |    |       |      |
|           | 2   |    |       |      |     |    |       |      |
|           | 3   |    |       |      |     |    |       |      |

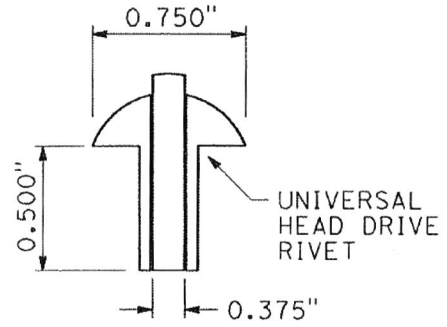
RIVET LOCATIONS  
SEE NOTE 6 ON  
SHEET 2 OF 2

DIRECTION OF  
TRAFFIC FLOW

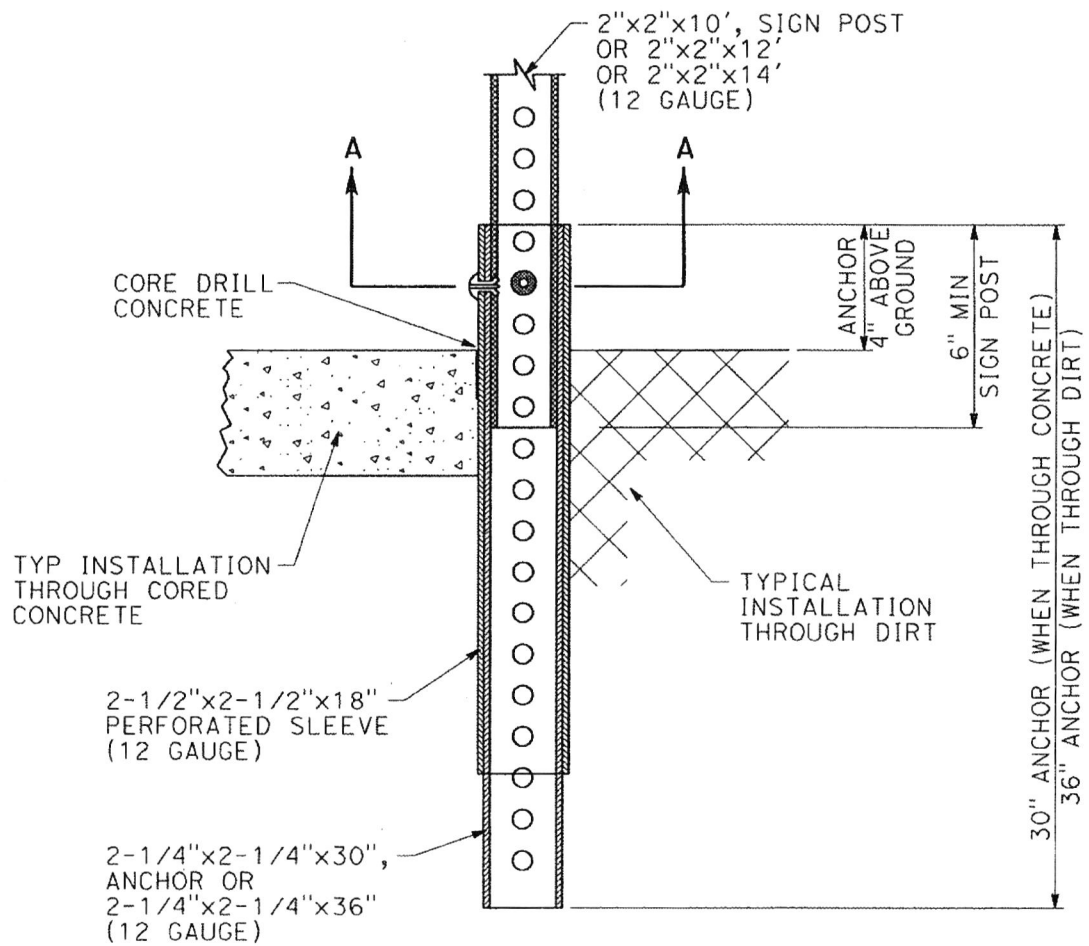
STREET SIDE  
OF POST



SECTION "A-A"



RIVET DETAIL



APPROVED BY:

*Patricia Romo*

ASSISTANT DIRECTOR OF TRANSPORTATION  
PATRICIA ROMO, RCE 56064

11-25-14  
DATE



COUNTY OF RIVERSIDE

**SIGN POST  
INSTALLATION**

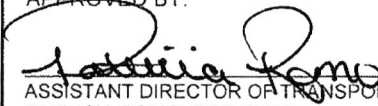

NO SCALE

STANDARD No. 1222 (1 of 2)

| REVISIONS | REV | BY | APR'D | DATE | REV | BY | APR'D | DATE |
|-----------|-----|----|-------|------|-----|----|-------|------|
|           | 1   |    |       |      | 4   |    |       |      |
|           | 2   |    |       |      | 5   |    |       |      |
|           | 3   |    |       |      | 6   |    |       |      |

**NOTES:**

1. SQUARE PERFORATED STEEL TUBE POST WITH TWO PIECE ANCHOR AND SLEEVE, "TELESPAR", SHALL BE USED FOR ALL TRAFFIC CONTROL AND INFORMATIONAL SIGNS WITHIN ROAD RIGHT OF WAY.
2. THE NUMBER OF POSTS REQUIRED FOR SIGN INSTALLATION SHALL BE DETERMINED BY THE AREA OF THE SIGN OR COMBINATION OF SIGNS TO BE INSTALLED. A SINGLE POST SHALL BE USED WHERE BOTH THE LENGTH AND WIDTH ARE 48" OR LESS. DOUBLE POSTS SHALL BE USED WHERE EITHER THE LENGTH OR WIDTH EXCEEDS 48".
3. THE 2 PIECE ANCHOR AND SLEEVE ASSEMBLY SHALL CONSIST OF A 2 1/4" SQUARE BY 30" (THROUGH SIDEWALK) OR 36" (THROUGH SOIL) ANCHOR WITH A 2 1/2" SQUARE BY 18" SLEEVE. ALL SLEEVES AND ANCHORS SHALL BE 12 GAUGE.
4. THE ANCHOR AND SLEEVE ASSEMBLIES SHALL BE DRIVEN SIMULTANEOUSLY UNTIL ONLY 4" REMAINS ABOVE GROUND LEVEL.
5. ALL DIRT SHALL BE REMOVED FROM THE INSIDE TOP 6" MINIMUM OF THE ANCHOR ASSEMBLY TO ALLOW FOR THE INSTALLATION OF THE SIGN POST.
6. INSTALL 2" SQUARE SIGN POST MINIMUM 6" INTO THE ANCHOR ASSEMBLY AND SECURE IN PLACE WITH TWO 3/8" DRIVE RIVETS AS SHOWN. THE RIVETS SHALL BE INSTALLED ON THE SIDE FACING TRAFFIC FLOW AND THE SIDE OF APPROACHING TRAFFIC AS SHOWN IN ORDER TO ACHIEVE THE MAXIMUM BREAK-AWAY EFFECT.
7. INSTALLATION ACCORDING TO THESE REQUIREMENTS IS ESSENTIAL TO MAINTAIN BREAK-AWAY CHARACTERISTICS OF THE POST SYSTEM.
8. SEE STANDARD No. 1220 AND 1221 FOR PLACEMENT OF SIGN POST.
9. ALL ANCHOR ASSEMBLIES SHALL BE CORE DRILLED THROUGH CONCRETE AND ASPHALT.
10. ALL SIGNS ATTACHED TO PERFORATED POSTS SHALL HAVE ZINC COATED OR STAINLESS STEEL WASHERS BEHIND THE RIVET THAT ARE LARGER THAN THE HEAD OF THE RIVET.
11. ALL REGULATORY, WARNING, AND GUIDE SIGNS INSTALLED SHALL BE 0.080 INCHES IN THICKNESS.
12. ALL SIGNS 36" OR LARGER SHALL BE INSTALLED WITH BACK BRACES (2" RISE) SPECIFICALLY DESIGNED FOR 2" SQUARE PERFORATED POSTS.
13. IN SOME INSTANCES CONCRETE FOUNDATION MAY BE REQUIRED TO ENSURE PROPER STABILITY, THIS OPTION IS TO BE USED AT THE DISCRETION OF THE ENGINEER OR ONSITE INSPECTOR.

|   |     |     |       |      |                                   |   |                     |      |  |
|---|-----|-----|-------|------|-----------------------------------|---|---------------------|------|--|
| APPROVED BY:<br><br>ASSISTANT DIRECTOR OF TRANSPORTATION<br>PATRICIA ROMO, RCE 56064 |     |     |       |      | 11-25-14<br>DATE                  |  | COUNTY OF RIVERSIDE |      |  |
|   |     |     |       |      | <b>SIGN POST<br/>INSTALLATION</b> |   |                     |      |  |
|   |     |     |       |      | NO SCALE                          |   |                     |      |  |
|   |     |     |       |      | STANDARD No. 1222 (2 of 2)        |   |                     |      |  |
| REVISIONS   | REV | BY: | APR'D | DATE | REV                               | BY:   | APR'D               | DATE |  |
|   | 1   |     |       |      | 4                                 |   |                     |      |  |
|   | 2   |     |       |      | 5                                 |   |                     |      |  |
|   | 3   |     |       |      | 6                                 |   |                     |      |  |





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2022

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<br>Edgewood Partners Insurance Center (EPIC)<br>1900 MacArthur Blvd. PH Floor<br>Irvine, CA 92612<br><br>www.edgewoodins.com | CONTACT NAME:         |  |                               |
|   | PHONE (A/C, No, Ext): | (949) 263-0606   | FAX (A/C, No): (949) 263-0906 |
| E-MAIL ADDRESS:   |                       |  |                               |
|   |                       | INSURER(S) AFFORDING COVERAGE                                  | NAIC #                        |
| INSURED<br>Riverside Construction Company, Inc.<br>P.O. Box 1146<br>Riverside CA 92502  |                       | INSURER A : Executive Risk Indemnity Inc                       | 35181                         |
|   |                       | INSURER B : Federal Insurance Company                          | 20281                         |
|   |                       | INSURER C : Gotham Insurance Company                           | 25569                         |
|   |                       | INSURER D : SiriusPoint Specialty Ins Corp/Westfield Specialty | 16820                         |
|   |                       | INSURER E : Pacific Insurance Company, Limited                 | 10046                         |
|   |                       | INSURER F :  |                               |

**COVERAGES**

CERTIFICATE NUMBER: 70652204

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 SUBR INSD WVD                  | POLICY NUMBER          | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-------------------------------------|------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> BI/PD Deductible: \$25,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> | 54309745               | 7/1/2022                | 7/1/2023                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY  | <input checked="" type="checkbox"/> | 54309463               | 7/1/2022                | 7/1/2023                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Comp/Coll Deductible \$ 2,500   |
| B        | UMBRELLA LIAB   | <input checked="" type="checkbox"/> | 93652733               | 7/1/2022                | 7/1/2023                | EACH OCCURRENCE \$ 25,000,000  |
| C        | EXCESS LIAB   | <input checked="" type="checkbox"/> | EX202200002512         | 7/1/2022                | 7/1/2023                | AGGREGATE \$ 25,000,000  |
| D        | DED RETENTION \$  |                                     | TSX00011922/XSL00014MM | 7/1/2022                | 7/1/2023                | \$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | <input checked="" type="checkbox"/> | 54309464               | 7/1/2022                | 7/1/2023                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |
| E        | Professional/Pollution Liability<br>Professional Retro date: 7/25/11<br>SIR \$25,000<br>5 Year ERP Included - Project Specific  |                                     | 72CP1BB6808            | 7/1/2022                | 7/1/2023                | Professional Liability Claims Made \$5,000,000 Each Act/\$5,000,000 Aggregate<br>Pollution Legal Liability - Occurrence \$5,000,000 Each Condition/\$5,000,000 Agg   |

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

Project No. 44-23200101, Chuckwalla Valley Road Culverts Desert Center Area  
 Certificate Holder is named additional insured as respects General Liability and Automobile Liability per attached forms.  
 Workers Comp Waiver of Subro included per attached form. General Liability policy is primary and non-contributory per the attached form.  
 Subject to all policy terms and conditions.

**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

Anthony D'Asaro

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

|   |           |  |  |
|---|-----------|--|--|
| AGENCY<br>Edgewood Partners Insurance Center (EPIC) |           | NAMED INSURED<br>Riverside Construction Company, Inc.<br>P.O. Box 1146<br>Riverside CA 92502 |  |
| POLICY NUMBER                                       |           | EFFECTIVE DATE:  |  |
| CARRIER   | NAIC CODE |  |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

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

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

**ADDRESS:** 3525 14th Street Riverside CA 92501

Additional Insureds:

County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location(s) Of Covered Operations                |
|--|--|
| WHERE REQUIRED BY WRITTEN CONTRACT   | ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |  |

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

*Kimbra Kelley*

Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

|   |   |
|---|---|
| Named Insured<br>Riverside Construction Company, Inc.   | Endorsement Number                          |
|   | Policy Number:<br>54309464                  |
| Policy Period<br>07/01/2022 <b>TO</b> 07/01/2023  | Effective Date of Endorsement<br>07/01/2022 |
| Issued By (Name of Insurance Company)<br>Federal Insurance Company  |   |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. |   |

**CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

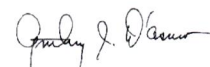
This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

- 1. (    ) Specific Waiver  
Name of person or organization:  
  
( X ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations:  
ALL
- 3. Premium:  
The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Minimum Premium: \$0



\_\_\_\_\_  
Authorized Representative

WC 90 03 75 (05/18)

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

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location And Description Of Completed Operations |
|--|--|
| WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS | ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT |
|  |  |
|  |  |

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

whichever is less.

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

*Kimbra Kelley*

Authorized Representative



54309463

**COMMERCIAL AUTOMOBILE**

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

**COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

**1. EXTENDED CANCELLATION CONDITION**

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

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

**2. BROAD FORM INSURED**

**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

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

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

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

**B. Employees as Insureds**

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

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

borrow in your business or your personal affairs.

**C. Lessors as Insureds**

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

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

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

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

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



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

**3. FELLOW EMPLOYEE COVERAGE**

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

**4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

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

**5. AUTO LOAN/LEASE GAP COVERAGE**

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

**c. Unpaid Loan or Lease Amounts**

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

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

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

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

**6. RENTAL AGENCY EXPENSE**

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

**d. Rental Expense**

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

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

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

**7. EXTRA EXPENSE - BROADENED COVERAGE**

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

**e. Recovery Expense**

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

**8. AIRBAG COVERAGE**

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

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

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

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

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**



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

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

**11. TWO OR MORE DEDUCTIBLES**

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

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

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

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

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

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

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

Notice to us should include:

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

**13. WAIVER OF SUBROGATION**

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

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

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

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

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

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

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

**15. AUTOS RENTED BY EMPLOYEES**

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

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

**16. HIRED AUTO - COVERAGE TERRITORY**

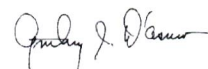
Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY OF SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

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

**17. RESULTANT MENTAL ANGUISH COVERAGE**

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

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



POLICY NUMBER: 54309745

COMMERCIAL GENERAL LIABILITY  
10-02-2461 (Ed. 7-15)

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

## PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Additional Insured:**

**Location Of Covered Operations:**

WHERE REQUIRED BY WRITTEN CONTRACT

ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

*Kimbra Kelley*

Authorized Representative **Page 1 of 1**

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- Lines of Business
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  - Quarterly Statements
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  - View Financial Disclaimer

**COMPANY PROFILE**
**Company Information**

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

**Old Company Names**
**Effective Date**

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

**Agent For Service**

AMANDA GARCIA  
 330 N Brand Blvd Ste 700  
 Glendale CA 91203

**Reference Information**

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

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**NAIC Group List**

NAIC Group #: **0626** Chubb Ltd Grp

**Lines Of Business**

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

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

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**COMPANY PROFILE**
**Company Information**

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

**Old Company Names**
**Effective Date**
**Agent For Service**

AMANDA GARCIA  
 330 N Brand Blvd Ste 700  
 Glendale CA 91203

**Reference Information**

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

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- AIRCRAFT
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- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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|   |            |
|---|------------|
| Berkley Assurance Company (Iowa)  | 07/20/2011 |
| Berkley Specialty Insurance Company (Delaware)<br>(Name changed from Berkley Regional Specialty Insurance Company effective 07/01/2018)   | 04/12/2012 |
| Berkshire Hathaway International Insurance Limited (UK)   | 04/01/2008 |
| Bridgeway Insurance Company (Delaware)  | 07/01/2021 |
| The Burlington Insurance Company (Illinois)<br>(Domicile changed from North Carolina to Illinois, effective 12/31/2015)   | 11/17/1995 |
| Canopus US Insurance, Inc. (Delaware)<br>(Name changed from Omega US Insurance, Inc. effective 08/20/2012)  | 07/20/2011 |
| Capitol Specialty Insurance Corporation (Wisconsin)   | 05/15/2008 |
| Catlin Specialty Insurance Company (Delaware)<br>(Name changed from Wellington Specialty Insurance Company effective 03/31/2007)  | 06/14/2006 |
| Century Surety Company (Ohio)   | 09/01/1995 |
| Chubb Custom Insurance Company (New Jersey)<br>(Domicile changed from Delaware to New Jersey, effective 04/01/2013)   | 08/04/1995 |
| Chubb European Group SE (France)<br>(Domicile changed from U.K. to France effective 01/01/2019)<br>(Name changed from Chubb European Group Limited effective July 19, 2018)<br>(Name changed from ACE European Group Limited effective May 2, 2017) | 06/20/2007 |
| The Cincinnati Specialty Underwriters Insurance Company (Delaware)  | 01/31/2011 |
| Clear Blue Specialty Insurance (North Carolina)   | 06/27/2022 |
| Colony Insurance Company (Virginia)   | 09/01/1995 |
| Columbia Casualty Company (Illinois)  | 07/06/1995 |
| Coverys Specialty Insurance Company (New Jersey)  | 07/10/2017 |
| Covington Specialty Insurance Company (New Hampshire)   | 07/20/2011 |
| Crum & Forster Specialty Insurance Company (Delaware)<br>(Name changed from Transnational Insurance Company effective 12/26/2000. Domicile changed from Arizona to Delaware effective 11/21/2014.)  | 04/20/1998 |
| CUMIS Specialty Insurance Company, Inc. (Iowa)  | 05/15/2008 |

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## E - G

| Insurer   | Date Approved     |
|---|-------------------|
| Empire Indemnity Insurance Company (Oklahoma)   | 12/01/1995        |
| Endurance American Specialty Insurance Company (Delaware)<br>(Name changed from Traders & Pacific Insurance Company effective 06/08/2006)   | 02/23/1996        |
| Energy Insurance Mutual Limited (Barbados)  | 12/17/1997        |
| Evanston Insurance Company (Illinois)   | 08/11/1995        |
| Everest Indemnity Insurance Company (Delaware)  | 08/14/1998        |
| Executive Risk Specialty Insurance Company (Connecticut)  | 09/01/1995        |
| Fair American Select Insurance Company (Delaware)   | 07/28/2014        |
| First Mercury Insurance Company (Delaware)<br>(Domicile changed from Illinois to Delaware, effective 10/28/2015)  | 10/16/1997        |
| First Specialty Insurance Corporation (Missouri)  | 09/01/1995        |
| Gemini Insurance Company (Delaware)   | 02/23/1998        |
| General Security Indemnity Company of Arizona (Arizona)<br>(Name changed from Fulcrum Insurance Company effective 05/03/2002)   | 09/01/1995        |
| General Star Indemnity Company (Delaware)<br>(Domicile changed from Connecticut to Delaware, effective 12/31/2012)  | 08/11/1995        |
| <b>Gotham Insurance Company (New York)</b>  | <b>08/04/1995</b> |
| Great American E&S Insurance Company (Delaware)<br>(Name changed from Agricultural Excess and Surplus Insurance Company, effective 07/27/2000)<br>(Domicile changed from Delaware to Ohio effective 02/18/2020) | 06/30/1995        |



|  |            |
|--|------------|
| Liberty Specialty Markets Bermuda Limited (Bermuda)<br>(Name changed from Ironshore Insurance Ltd. effective 11/15/2018) | 07/20/2011 |
| Liberty Surplus Insurance Corporation (New Hampshire)  | 12/18/1997 |

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## M - P

| Insurer   | Date Approved         |
|---|-----------------------|
| The Marine Insurance Company Limited (UK)   | 11/03/1995            |
| Markel International Insurance Company Limited (U.K.)<br>(Name changed from Terra Nova Insurance Company Limited, effective 11/04/2002)   | 10/27/1995            |
| Maxum Indemnity Company (Connecticut)<br>(Domicile changed from Delaware to Connecticut effective December 1, 2016)<br>(Name changed from Caliber One Indemnity Company, effective 01/02/2003)  | 09/29/1998            |
| Mercer Insurance Company (Pennsylvania)   | 06/10/2016            |
| Mesa Underwriters Specialty Insurance Company (New Jersey)<br>(Name changed from Montpelier U.S. Insurance Company, effective 01/01/2012.)<br>(Domicile changed from Oklahoma to New Jersey, effective 01/01/2012)  | 02/05/2012            |
| Mitsui Sumitomo Insurance Company (Europe) Limited (U.K.)   | 06/10/2011            |
| Mount Vernon Fire Insurance Company (Pennsylvania)  | 04/02/1997            |
| MSIG Specialty Insurance USA Inc. (New York)  | 10/11/2019            |
| Mt. Hawley Insurance Company (Illinois)<br>(Domicile changed from Delaware to Kansas, effective 12/20/95. Domicile changed from Kansas to Illinois effective 4/21/1999)   | 10/27/1995            |
| NORCAL Specialty Insurance Company (Texas)<br>(Domicile changed from Pennsylvania to Texas effective 04/25/2018)<br>(Name changed from PMSLIC Insurance Company, effective 12/01/2015)  | 12/23/2013            |
| National Fire & Marine Insurance Company (Nebraska)   | 06/30/1995            |
| Nautilus Insurance Company (Arizona)  | 08/04/1995            |
| Navigators Specialty Insurance Company (New York)<br>(Name changed from NIC Insurance Company effective 01/04/2007)   | 12/08/1995            |
| North American Capacity Insurance Company (New Hampshire)   | 08/11/1995            |
| Northfield Insurance Company (Iowa)<br>(Domicile changed from Missouri to Iowa, effective 1/01/2002)  | 06/30/1995            |
| North Light Specialty Insurance Company (Illinois)  | 10/10/2014            |
| <del>Notus Insurance Company (Connecticut)</del>  | <del>06/30/1995</del> |
| Old Republic Union Insurance Company (Illinois)   | 05/24/2017            |
| Pacific Insurance Company, Limited (Connecticut)  | 09/01/1995            |
| Peleus Insurance Company (Virginia)<br>(Name changed from Colony National Insurance Company effective 3/4/2015)   | 12/17/1996            |
| Penn-Star Insurance Company (Pennsylvania)  | 11/13/2002            |
| Prime Insurance Company (Illinois)  | 08/08/2018            |
| Princeton Excess and Surplus Lines Insurance Company (Delaware)   | 02/09/2006            |
| ProAssurance Casualty Company (Michigan)<br>(Name changed from ProNational Insurance Company effective 01/27/2009)  | 10/18/2005            |
| ProAssurance Specialty Insurance Company (Vermont) 09/01/1995<br>(Name changed from Noetic Specialty Insurance Company<br>(Vermont) effective 12/31/2021)<br>(Domicile changed from Illinois to Vermont<br>effective 01/18/2011)<br>(Name changed from Coregis Indemnity Company<br>effective 11/07/2001) | 09/01/1995            |
| Professional Security Insurance Company (Arizona)   | 06/03/2022            |
| Protective Specialty Insurance Company (Indiana)  | 06/01/2010            |

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**EXCESS LIABILITY INSURANCE POLICY DECLARATIONS**

**POLICY NUMBER:** EX202200002512

|                                |   |  |
|--------------------------------|---|--|
| <b>Date Issued:</b> 07-18-2022 |   | <b>Renewal Of:</b>   |
| <b>Item 1.</b>                 | <b>Named Insured And Address:</b><br>Riverside Construction Company, Inc<br>Po Box 1146<br>Riverside, CA 92502-1146   |  |
| <b>Item 2.</b>                 | <b>Policy Period:</b> Policy Effective From: 07-01-2022 To: 07-01-2023<br>Policy incepts at 12:01 a.m. local time at the Named Insured's address as shown above.  |  |
| <b>Item 3.</b>                 | <b>Company Name:</b><br>Gotham Insurance Company<br>107 Greenwich Street, 16th Floor<br>New York, NY 10006  | <b>Broker:</b><br>Peachtree Special Risk Brokers, LLC<br>255 State Street, 6th Floor<br><br>Boston, MA 02109-2617  |
| <b>Item 4.</b>                 | <b>Limits Of Insurance:</b><br>Each Event Limit: \$5,000,000<br><br>Aggregate Limit: \$5,000,000  |  |
| <b>Item 5.</b>                 | <b>Endorsements Attached To This Policy:</b> See Schedule Of Forms And Endorsements.  |  |
| <b>Item 6.</b>                 | <b>Premium</b>  | <b>Policy Premium: \$100,000</b><br><b>Minimum Earned Premium: 25%</b><br><b>Minimum Deposit Premium: 100%</b><br><b>Terrorism Premium: Excluded</b><br><b>Total Premium: \$100,000</b><br><b>Premium is Adjustable: Yes</b> |
| <b>Item 7.</b>                 | <b>Underlying Insurance:</b> See Schedule Of Underlying Insurance   |  |
| <b>Item 8.</b>                 | <b>Notice To The Insurer:</b><br><u>Notice of Claim or Potential Claim</u> <u>All Other Notices</u><br>Email: claims@coactionspecialty.com      New York Marine and General Insurance Company<br>Phone: 1-800-774-2755      412 Mt. Kemble Avenue, Suite 300C<br>Morristown, NJ 07960 |  |

**NO FLAT CANCELLATIONS  
MINIMUM PREMIUM APPLIES**

**THE DECLARATIONS, SCHEDULE OF FORMS, SCHEDULE OF CONTROLLING UNDERLYING INSURANCE AND ANY ENDORSEMENTS, ARE ISSUED AS PART OF THIS POLICY AND CONSTITUTE THIS POLICY.**



## SCHEDULE OF UNDERLYING INSURANCE

This Schedule forms a part of your Policy. Coverage only applies in excess of those policies and limits scheduled below.

### Underlying Insurance:

|   |
|---|
| <b>Schedule Of Controlling Underlying Insurance</b> |
|---|

|                                  |   |   |   |  |
|----------------------------------|---|---|---|--|
| Controlling Underlying Insurance | <b>Type Of Coverage:</b>                        | <input checked="" type="checkbox"/> <b>Occurrence</b> | <input type="checkbox"/> <b>Claims-made</b> |  |
|                                  | <b>Retroactive Date (Claims-made Coverage):</b> |   |   |  |
|                                  | <b>Company:</b>                                 | Federal Insurance Company                             |   |  |
|                                  | <b>Policy Number:</b>                           | 9365-2733   |   |  |
|                                  | <b>Policy Period:</b>                           | 07-01-2022 to 07-01-2023                              |   |  |
| <b>Limits Of Insurance:</b>      |   |   |   |  |
|                                  | Each Occurrence Limit                           | \$  | 5,000,000                                   |  |
|                                  | Aggregate Limit                                 | \$  | 5,000,000                                   |  |
|                                  | Products-Completed Operations                   |   |   |  |
|                                  | Aggregate Limit                                 | \$  | 5,000,000                                   |  |

|   |
|---|
| <b>Schedule Of Underlying Insurance</b> |
|---|

|                           |   |   |   |    |
|---------------------------|---|---|---|----|
| Commercial Auto Liability | <b>Company:</b>                                 | Federal Insurance Company                             |   |    |
|                           | <b>Policy Number:</b>                           | 54309463  |   |    |
|                           | <b>Policy Period:</b>                           | 07-01-2022 to 07-01-2023                              |   |    |
|                           | <b>Limits Of Insurance:</b>                     | \$  | \$  | \$ |
|                           |   |   | Each Person                                 |    |
|                           |   |   | Each Accident                               |    |
|                           |   |   | Each Accident                               |    |
|                           |   | \$  | OR  |    |
|                           |   | \$  | 1,000,000                                   |    |
|                           |   |   | Combined Single Limit                       |    |
| Employer's Liability      | <b>Company:</b>                                 | Federal Insurance Company                             |   |    |
|                           | <b>Policy Number:</b>                           | 54309464  |   |    |
|                           | <b>Policy Period:</b>                           | 07-01-2022 to 07-01-2023                              |   |    |
|                           | <b>Limits Of Insurance:</b>                     |   |   |    |
|                           | <b>Bodily Injury By Accident Each Accident</b>  | \$  | 1,000,000                                   |    |
|                           | <b>Bodily Injury By Disease Policy Limit</b>    | \$  | 1,000,000                                   |    |
|                           | <b>Bodily Injury By Disease Each Employee</b>   | \$  | 1,000,000                                   |    |
| General Liability         | <b>Type Of Coverage:</b>                        | <input checked="" type="checkbox"/> <b>Occurrence</b> | <input type="checkbox"/> <b>Claims-made</b> |    |
|                           | <b>Retroactive Date (Claims-made Coverage):</b> |   |   |    |
|                           | <b>Company:</b>                                 | Executive Risk Indemnity Incorporated                 |   |    |
|                           | <b>Policy Number:</b>                           | 54309745  |   |    |
|                           | <b>Policy Period:</b>                           | 07-01-2022 to 07-01-2023                              |   |    |



|                                   |  |  |
|-----------------------------------|--|--|
|                                   | <b>Limits Of Insurance:</b><br><b>Each Occurrence</b> \$ 1,000,000<br><b>Products-Completed</b><br><b>Operations Aggregate</b> \$ 2,000,000<br><b>General Aggregate</b> \$ 2,000,000<br><b>Damage To Premises Rented</b><br><b>To You</b> \$ 100,000 |  |
| Employee<br>Benefits<br>Liability | <b>Type Of Coverage:</b> <input type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims-made<br><b>Retroactive Date (Claims-made Coverage):</b> 07-01-2018   |  |
|                                   | <b>Company:</b> Executive Risk Indemnity Incorporated  |  |
|                                   | <b>Policy Number:</b> 54309745   |  |
|                                   | <b>Policy Period:</b> 07-01-2022 to 07-01-2023   |  |
|                                   | <b>Limits Of Insurance:</b> \$ 1,000,000                   Each Employee<br>\$ 1,000,000                   Aggregate   |  |

## SCHEDULE OF FORMS AND ENDORSEMENTS

(other than applicable forms shown elsewhere in the Policy)

Forms and Endorsements made part of this Policy:

|              |  |
|--------------|--|
| PN 0499 3711 | How To Report a Claim  |
| PN 0499 3305 | POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE<br>COVERAGE  |
| XS 0001 0222 | EXCESS CASUALTY INSURANCE POLICY   |
| IL 0001 1121 | SIGNATURE PAGE   |
| IL PS00 1910 | SERVICE OF SUIT  |
| CX 2135 0115 | EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF<br>OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES |
| XS 0011 1121 | EXTERIOR FINISH INSULATION AND FINISH SYSTEMS EXCLUSION  |
| XS 0015 1121 | PREMIUM AUDIT CONDITION  |
| XS 0022 1121 | PRIMARY AND NON-CONTRIBUTORY CONDITION (ADDITIONAL INSURED)  |
| XS 0023 1121 | WAIVER OF SUBROGATION  |
| XS 0028 1121 | FUNGI OR BACTERIA EXCLUSION  |
| XS 0029 1121 | SILICA, SILICA DUST EXCLUSION  |
| XS 0032 1121 | NUCLEAR ENERGY LIABILITY EXCLUSION   |
| XS 0034 1121 | CYBER RELATED LOSSES EXCLUSION   |
| XS 0037 1121 | ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION<br>EXCLUSION  |
| XS 0038 1121 | LEAD EXCLUSION   |
| XS 0039 1121 | MINIMUM EARNED AND MINIMUM DEPOSIT PREMIUM CONDITION   |
| XS 0040 1121 | COMMUNICABLE DISEASE EXCLUSION   |
| XS 0046 1121 | RESIDENTIAL PROPERTY EXCLUSION (EXCEPTING APARTMENTS)  |
| MANUSCRIPT   | PER PROJECT LIMITS OF INSURANCE  |

## EXCESS LIABILITY COVERAGE FORM

There are provisions in this Policy that 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.

Other words and phrases that appear in quotation marks in this Policy have special meaning. Refer to **SECTION VI – DEFINITIONS**. Other words and phrases that are not defined under this Policy but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

There may be more than one policy of "controlling underlying insurance" listed in the Schedule of Underlying Insurance, and there may be terms and provisions in those respective policies that are in conflict and which are not superseded by the provisions of this Policy. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

### SECTION I – INSURING AGREEMENT

We will pay on behalf of the "insured" and in excess of "underlying limits" those sums the "insured" becomes legally obligated to pay as damages because of "injury or damage" to which this insurance applies. The insurance under this Policy will follow form to the provisions, exclusions, definitions, conditions and limitations that are contained in the applicable "controlling underlying insurance," unless otherwise directed by this Policy. To the extent such provisions differ or conflict, the provisions of this Policy will apply. However, coverage under this Policy will not be broader than that provided by any "underlying insurance".

This insurance only applies if:

- A. the "injury or damage" is caused by an "event" in the coverage territory;
- B. the "injury or damage" first occurs during the Policy Period; and
- C. "controlling underlying insurance" applies to the "injury or damage" and is exhausted by the payment of, or agreement to pay, judgments or settlements to which this insurance also applies.

### SECTION II – LIMITS OF INSURANCE

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

#### A. Aggregate Limit

The Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages to which this insurance applies except "injury or damage" arising out of the ownership, maintenance, operation or use, of an automobile when such damages are not subject to an aggregate limit under the "controlling underlying insurance." When all applicable "underlying policies" apply a separate aggregate limit to damages because of bodily injury or property damage included in a products-completed operations hazard, we will also apply a separate aggregate limit equal to the Aggregate Limit amount shown in the Declarations, which is the most we will pay for the sum of all damages under the products-completed operations hazard. The aggregate limits of "underlying insurance" shall be unimpaired at the attachment date of this Policy, unless otherwise specified. Any extension of the Policy Period shown in the Declarations does not increase our Limits Of Insurance shown in the Declarations.

#### B. Each Event Limit

Subject to the Aggregate Limit described above, the Each Event Limit shown in the Declarations is the most we will pay for the sum of all damages because of "injury or damage" arising out of any one "event."



**C. Non-Stacking of Limits**

If this Policy and any previous or subsequent policy we issued to you apply to "injury or damage" from the same "event," the policy with the highest limits of insurance will be the only one to apply. This provision does not apply to any policy we may have issued as excess to this Policy.

**SECTION III - DEFENSE**

We have the right to investigate any claim or participate in the defense of any suit which, in our opinion, may create liability for "injury or damage" under this Policy. We will have a duty to defend such claims or suits once the applicable "underlying limits" are exhausted by payment of judgments, settlements and any costs or expenses subject to such limit. We may investigate and settle any claim or suit at our discretion. Our right and duty to defend end upon exhaustion of the Limits Of Insurance of this Policy, at which time we may withdraw from the defense of any claim or suit and tender the continued defense to you. "Defense expenses" will not reduce our limit unless such expenses also reduce "underlying limits."

**SECTION IV - EXCLUSIONS**

Exclusions applicable to the "controlling underlying insurance" also apply to this insurance. However, when the "controlling underlying insurance" applies, this insurance does not apply to:

**A. Asbestos**

"Injury or damage" arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of asbestos, in any form, or any goods or products containing asbestos.

**B. Law**

Any liability that is or would be imposed under:

1. The Employment Retirement Income Securities Act of 1974 (ERISA) or any amendments thereto;
2. Any law governing medical payments, no-fault, personal injury protection;
3. Any law governing uninsured or underinsured motorist liability; or
4. Any law governing workers' compensation, disability benefits, unemployment compensation, or social security;

or any law similar to any of the above.

**C. Sub-limits**

"Injury or damage" to which "underlying insurance" applies but at amounts less than "underlying limits."

**SECTION V - CONDITIONS**

Conditions applicable to "controlling underlying insurance" also apply to this insurance unless contradicted by the following:

**A. Bankruptcy Or Insolvency**

Bankruptcy or insolvency of the "insured", "insured's" estate, or any insurer providing "underlying insurance" will not change your or our obligations under this Policy. This policy will apply as though "underlying insurance" is available and collectible.

**B. Cancellation**

The first Named "insured" may cancel this Policy for any reason by mailing or delivering advance written notice to us stating when the cancellation is to take effect. We may cancel this Policy by providing the first Named Insured written notice not less than:

1. 10 days in advance if we cancel for non-payment of premium; or
2. 30 days in advance if we cancel for any other reason.

If we cancel, the refund will be pro rata.

Cancellation at the request of the first Named Insured is subject to a Minimum Earned Premium which is the percentage of the Premium for this Policy as shown in the applicable Declarations. The Minimum Earned Premium is the least amount of premium we shall retain as earned premium, regardless of the term. If the first Named Insured cancels, the refund will be determined as follows:

1. If at the time of cancellation the earned premium is greater than the Minimum Earned Premium, the refund will be 90% of the pro rata return;
2. If at the time of cancellation the earned premium is less than or equal to the Minimum Earned Premium, the refund will be the premium paid in excess of the Minimum Earned Premium; and
3. Cancellation for non-payment of premium will be considered cancellation at the request of the first Named Insured.

**C. Compliance With Economic Or Trade Sanctions**

Whenever coverage provided by this Policy would be in violation of any U.S. economic or trade sanctions or any other applicable economic or trade sanctions, such coverage shall be null and void.

**D. Conformance**

Any terms of this Policy that are in conflict with Federal Law, State law, statutes or regulations applicable to this Policy, are amended to conform to such laws, statutes and regulations.

**E. Duties in the Event of a Claim, Event or Suit**

You must see to it that we are notified in writing as soon as possible of any claim, "event" or suit involving this insurance. You and any other involved "insured" have the same duties to us that you have to "controlling underlying insurance." Notice to an underlying insurer shall not constitute notice to the insurer.

**F. Maintenance of Underlying**

You must immediately notify us of any cancellation, non-renewal or change to "underlying insurance" that broadens the coverage. We will not follow such changes unless and until an endorsement is issued and you have paid the premium due to us. You must immediately notify us of any reduction of "underlying limits." Reduction of "underlying limits" by the payment of judgments, settlements or defense expenses, to which this insurance applies, will not be considered a failure to comply with this condition. Should you fail to comply with this condition, we will only be liable to the extent we would have been liable had you complied.

**G. Other Insurance**

If other valid and collectible insurance is available to you which covers a loss also covered by this Policy, other than insurance that is specifically purchased as being in excess of this policy, this policy shall apply in excess of, and not contribute with, such other insurance.

**H. Payment of Damages**

When the amount of damages has been determined by judgment or settlement with which we agree and all "underlying insurance" policies have paid, or agreed to pay, their full limits of insurance, we will pay, up to our Limits Of Insurance, our share of the damages.

**I. Reformation Of Underlying**

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

**J. Separation of Insureds**

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

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

**K. Titles And Headings**



The titles and headings of the various paragraphs and of the forms attached to this Policy are inserted solely for convenience or reference and are not to be deemed in any way to limit, alter or affect the provisions to which they relate.

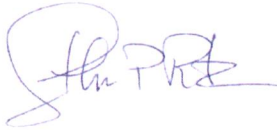
**SECTION VI – DEFINITIONS**

Words and phrases defined by “controlling underlying insurance” have the meanings given them in “controlling underlying insurance” unless contradicted by the following:

- A. “Additional Insured” means any person or entity that you are required, pursuant to a written contract, to provide insurance coverage in excess of the “underlying limits” and “controlling underlying insurance”. Provided however, an “additional insured” is an “insured” under this Policy for the lesser of coverage required by such written contract or coverage provided by this Policy or “controlling underlying insurance.” The Limits of Insurance provided to each “additional insured” will be the lesser of:
  - 1. the limits required by a written contract; or
  - 2. the limits available under the applicable Limits of Insurance.
- B. “Controlling underlying insurance” means the policy or policies set forth as such in the Schedule of Underlying Insurance that apply to the “injury or damage.”
- C. “Defense expenses” means amounts we pay to investigate, defend, or settle a claim or suit.
- D. “Event” means an occurrence, offense, accident, wrongful act, or other “injury or damage” causing event, defined by and to which the “controlling underlying insurance” applies.
- E. “Injury or damage” means any bodily injury, property damage, personal and advertising injury, or other injury or damage defined by and to which the “controlling underlying insurance” applies.
- F. “Insured” means:
  - 1. any Named Insured shown in the Declarations;
  - 2. any “additional insured”; and
  - 3. any other person or entity who is an insured under the “controlling underlying insurance”,However, no person or entity is an “insured” under this Policy for broader coverage than that provided by “controlling underlying insurance.”
- G. “Underlying insurance” means the “controlling underlying insurance” policy or policies and any other policy underlying this Policy.
- H. “Underlying limits” means the amounts shown in the Declarations that must be paid by “underlying insurance”- before we pay anything. “Underlying limits” are not reduced by damages to which this insurance does not apply.

SIGNATURE PAGE

**In witness whereof**, Southwest Marine & General Insurance Company has caused this policy to be signed by its Chief Executive Officer and secretary.



Jonathan Ritz  
Chief Executive Officer



Linda Lin  
Secretary

# SERVICE OF SUITS

## Service of Suit

It is agreed that in the event of our failure to pay any amount claimed to be due under this policy, we agree to submit to the jurisdiction of any court of competent jurisdiction within the United States in which a suit for those amounts may be brought. Nothing in this condition constitutes or should be understood to constitute a waiver of our right to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as *permitted* by the laws of the United States or of any state in the United States.

It is further agreed that service of process in such suit may be made upon:

Gotham Insurance Company  
107 Greenwich Street, 16<sup>th</sup> Floor  
New York, NY 10006  
Attn: General Counsel

and in any suit instituted against such person upon this policy, the insurer will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

Pursuant to any provision of any statute of any state, territory, or district of the United States, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this policy, and we hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE PART

Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM**

"Injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the coverage territory. However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**B.** The following definitions are added:

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or

- (2) Outside of the United States in the case of:
    - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
    - (b) The premises of any United States mission; and
  - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".
- Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Coverage Part.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE FORM

1. **SECTION IV - EXCLUSIONS** is amended to add the following Exclusion:

#### Exterior Insulation And Finish Systems

This insurance does not apply to any "injury or damage" arising out of, caused by, or attributable to, whether in whole or in part, any of the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
  2. Your product or your work with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
2. **SECTION VI – DEFINITIONS** is amended to add the following Definition:

"Exterior insulation and finish systems" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

- a. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
- b. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- c. A reinforced or unreinforced base coat;
- d. A finish coat providing surface texture to which color may be added; and
- e. Any flashing, caulking or sealant used with the system for any purpose.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PREMIUM AUDIT CONDITION

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE FORM

SECTION V - CONDITIONS is amended to add the following Condition:

#### Premium Audit

The following additional condition supersedes any other policy condition(s) to the contrary. The terms of this endorsement are applicable when 'Yes' is indicated in the Declarations under Item 6 next to Premium Is Adjustable.

1. The Policy Premium shown in the Declarations is subject to premium audit and adjustment. Any premium adjustments made during the Policy Period will be included in the Policy Premium. Flat charges are not refundable and will not be included in Policy Premium when calculating return premium. This Policy is also subject to Minimum Earned Premium as shown in the Declarations and in accordance with this endorsement. We may examine and audit your books and records as they relate to this Policy at any time during the Policy Period and up to three years afterward.
2. The rate that will be applied at audit is \$1.82 Per \$1,000 Of Gross Sales. The estimated Exposure Amount is \$55,000,000.
3. If the Policy is not cancelled we will audit the Policy and compute the total premium due to us at the close of the Policy Period. Notice of the computed premium will be sent to the first Named Insured.
  - a. The Minimum Earned Premium due to us at audit is the dollar amount or percentage shown in the Declarations as Minimum Earned Premium.
  - b. If the Policy Premium is greater than the computed premium at audit we will return the excess to the first Named Insured subject to the Minimum Earned Premium in 3.a. above.
  - c. If the Policy Premium is less than the computed premium at audit the first Named Insured will be billed for additional premium due.
4. If the Policy is cancelled, we will audit the Policy and compute the total premium due to us upon cancellation. If the Policy Premium is less than the computed premium at audit, the first Named Insured will be billed for the additional premium due. If the Policy Premium is greater than the computed premium at audit, the return premium will be sent to the first Named Insured. Return premium will be computed as follows:
  - a. If the Policy Premium is fully earned at policy inception. There will be no return of premium if you cancel this Policy after that date.
  - b. If we cancel the Policy, the return premium will be the lesser of:
    - i. Policy Premium minus the computed total premium at audit; and
    - ii. Policy Premium pro-rated commensurate with the number of days in the "policy period."
  - c. If the first Named Insured fails to remit premium payment when due, such failure shall be considered a request by the first Named Insured to cancel this Policy and the return premium will be determined in accordance with 4.a. above.
5. If, after three documented attempts, we are unable to examine your books and records to obtain the information required to complete the audit, the audit will be deemed unproductive and not in compliance with the Policy terms and conditions. In such case, an Audit Premium endorsement

will be issued as follows:

- a. We will estimate your Exposure Amount for audit, compute the total premium due to us in accordance with this endorsement, issue an Audit Premium endorsement and bill the first Named Insured for premium due.
- b. You must remit payment for the full amount of any additional premium upon receipt.
- c. If you dispute the estimated Exposure Amount for audit you must provide the information required to complete the audit to us within 30 days of receipt. Failure to do so shall be deemed as your agreement with the estimated Exposure Amount for audit.

If the first Named Insured requests documentation of the unproductive attempts to collect, the required audit information will be provided.

6. For the purposes of this endorsement "Policy Period" means the period of time shown in Item 2 of the Declarations.
7. Our Policy is follow form to the "controlling underlying insurance" with respect to the definition(s) that applies for the Exposure Base designated in paragraph 2. above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY CONDITION  
(ADDITIONAL INSURED)**

This endorsement modifies insurance provided under the following:

**EXCESS LIABILITY COVERAGE FORM**

**SECTION V - CONDITIONS** is amended to add the following Condition:

**Additional Insured – Primary and Non-Contributory**

Notwithstanding anything to the contrary, when the contract described in the definition of “additional insured” requires that this insurance apply before the “additional insured’s” insurance applies, coverage under this Policy with respect to such “additional insured” shall be primary, and shall not contribute with any other insurance, whether primary, excess or contingent, available to the “additional insured”.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

### **EXCESS LIABILITY COVERAGE FORM**

**SECTION V - CONDITIONS** is amended to add the following Condition:

#### **Waiver Of Subrogation**

With respect to any loss for which the "insured" has waived the right of recovery against a person(s) or organization(s) pursuant to a written contract entered into prior to a loss, we also waive our rights to subrogation but only to the extent specified in such written contract.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – FUNGI OR BACTERIA

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE FORM

1. **SECTION IV - EXCLUSIONS** is amended to add the following Exclusion:

#### Fungi or Bacteria

This insurance does not apply to any liability arising directly or indirectly out of:

1. "injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage;
2. any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi" or bacteria, by any "insured" or by any other person or entity; or
3. any "fungi" or bacteria that is, is on, or is contained in, a good or product intended for bodily consumption.

2. **SECTION VI – DEFINITIONS** is amended to add the following Definition:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi."

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – SILICA, SILICA DUST

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE FORM

1. **SECTION IV – EXCLUSIONS** is amended to add the following Exclusion:

#### Silica, Silica Dust

This insurance does not apply to any liability arising directly or indirectly out of:

1. "injury or damage" which would not have occurred, in whole or part, but for the actual, alleged or threatened discharge, ingestion, inhalation, dispersal, seepage, migration, release or escape of "silica," "silica dust" and materials containing them at any time regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any "injury or damage";
2. any loss, cost or expense arising out of any:
  - a. 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 "silica" or "silica dust" and materials containing them; or
  - b. claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "silica" or "silica dust" and materials containing them;
3. any obligations to share damages with or indemnify another party whom must pay damages because of "injury or damage" relating to "silica," "silica dust" and materials containing them; or
4. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs 1, 2, and 3 above.

This exclusion applies whether or not such "silica" or "silica dust" has any function in your business, operations, premises, site or location. This exclusion shall apply without regard to the source or sources of "silica" or "silica dust" and materials containing them or the basis of the Insured's liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may or is claimed to have precipitated, caused or acted jointly, concurrently, or in any sequence with "silica" or "silica dust" in causing "injury or damage".

2. **SECTION VI – DEFINITIONS** is amended to add the following Definitions:

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

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

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – NUCLEAR ENERGY LIABILITY

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE FORM

1. **SECTION IV - EXCLUSIONS** is amended to add the following Exclusion:

#### Nuclear Energy Liability

This insurance does not apply:

1. to any liability:
    - a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - b. resulting from the "hazardous properties" of "nuclear material" and with respect to which:
      - i. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
      - ii. the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
  2. to any liability resulting from the "hazardous properties" of "nuclear material", if:
    - a. the "nuclear material" is at any "nuclear facility" owned by or operated by or on behalf of an insured, or has been discharged or dispersed therefrom; or
    - b. the "nuclear material" is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  3. to any liability arising out of the furnishing, by an insured, of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to injury to or destruction of property at such "nuclear facility".
2. **SECTION VI – DEFINITIONS** is amended to add the following Definitions:

"Hazardous properties" means radioactive, toxic or explosive properties.

"Nuclear facility" means:

- a. any nuclear reactor;
- b. any equipment or device designed or used for:
  - i. separating the isotopes of uranium or plutonium;
  - ii. processing or utilizing spent fuel; or
  - iii. handling, processing or packaging waste; and
- c. any equipment or device used for the processing, fabricating or alloying of "Nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25

grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear material" means "source material," "special nuclear material" or "by-product material".

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

- a. containing by-product material; and
- b. resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" below.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – CYBER RELATED LOSSES

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE FORM

1. **SECTION IV EXCLUSIONS** is amended to add the following Exclusion:

#### Cyber Related Losses

This insurance does not apply to:

1. any liability arising out of "cyber injury"; or
2. any loss, cost or expense arising out of any:
  - a. request, demand, order or statutory or regulatory requirement that any insured or others monitor, notify or in any way respond to an actual or alleged "cyber injury"; or
  - b. claim or suit by or on behalf of a governmental authority for damages because of monitoring, notifying or in any way responding to a "cyber injury", incurred by you or others.

2. **SECTION VI – DEFINITIONS** is amended to add the following Definitions:

"Cyber injury" means any actual or suspected, intentional or unintentional breach of any data, software or hardware, wherever located, that results in:

- a. loss; destruction; disclosure; disruption; inspection; modification; recording; release; review; or use of "personal information";
- b. inability to access any website or any electronic system;
- c. release, introduction or facilitation of any "malicious code";
- d. forensic or investigative expenses;
- e. extortion or terrorism acts or threats;
- f. monitoring or notification costs or expenses;
- g. crisis management or public relations expenses;
- h. data or system recovery, repair, replacement or restoration expenses; or
- i. business interruption expenses.

"Malicious code" includes, but is not limited to any virus, Trojan horse, worm, spyware, logic bomb, adware, malware or other similar software program.

"Personal information" means any personal, or personally, identifiable, or identifying, information, as defined by federal, state or local laws, statutes or regulations.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR  
PERSONAL INFORMATION**

This endorsement modifies insurance provided under the following:

**EXCESS LIABILITY COVERAGE FORM**

**SECTION IV - EXCLUSIONS** is amended to add the following Exclusion:

**Access or Disclosure of Confidential or Personal Information**

This insurance does not apply to any liability, damage, loss, cost or expense arising out of any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to: patents, trade secrets, processing methods, customer lists, customer information, financial information, credit card information, health information or any other type of non-public information.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – LEAD

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE FORM

**SECTION IV - EXCLUSIONS** is amended to add the following Exclusion:

#### Lead

This insurance does not apply to any liability arising directly or indirectly out of:

1. "injury or damage" which would not have occurred, in whole or part, but for the actual, alleged or threatened discharge, ingestion, inhalation, dispersal, seepage, migration, release or escape of lead, and materials containing lead at any time regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any "injury or damage";
2. any loss, cost or expense arising out of any:
  - a. 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 lead, and materials containing lead; or
  - b. claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead, and materials containing lead;
3. any obligations to share damages with or indemnify another party whom must pay damages because of "injury or damage" relating to lead, and materials containing lead; or
4. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs 1, 2 or 3 above.

This exclusion applies whether or not such lead, has any function in your business, operations, premises, site or location. This exclusion shall apply without regard to the source or sources of lead, and materials containing lead or the basis of the Insured's liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may or is claimed to have precipitated, caused or acted jointly, concurrently, or in any sequence with lead in causing "injury or damage".

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MINIMUM EARNED AND MINIMUM DEPOSIT PREMIUM CONDITION

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE FORM

SECTION V - CONDIITONS is amended to add the following Condition:

**Earlier Fully Earned date (if applicable):**

#### Minimum Earned Premium

This Policy is subject to a Minimum Earned Premium calculated as follows:

1. If this Policy is cancelled, the Minimum Earned Premium dollar amount or percentage shown in the Declarations is fully earned at policy inception. If a percentage is shown in the Declarations, such percentage will be a percentage of the Total Premium (including all taxes, fees and surcharges, if applicable) that is shown in the Declarations.
2. This Minimum Earned Premium is not subject to short rate or pro rata rate adjustment.
3. In no event will the premium we retain be less than the Minimum Earned Premium regardless of the duration of coverage and regardless of any audit return premium, if applicable.

#### Minimum Deposit Premium

The Minimum Deposit Premium amount stated in Item 6 of the Declarations of this Policy is fully earned at the earlier of (a) the Policy expiration date shown in the Declarations or (b) the Earlier Fully Earned date shown in the schedule above. No amount less than this will be returned upon the earlier of expiration of the policy or the date shown above. However, if this Policy is subject to an audit provision, we reserve the right to calculate additional earned premiums in accordance with that provision.

This endorsement supersedes any other Minimum Premium or Minimum Earned Premium stated in the Policy or endorsements attached to the Policy

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE FORM

1. **SECTION IV - EXCLUSIONS** is amended to add the following Exclusion:

#### Communicable Disease Exclusion

This insurance does not apply to any "injury or damage" arising out of the actual or alleged transmission of a "communicable disease".

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the:

- a. supervising, hiring, employing, training or monitoring of others that may be infected with and spread a "communicable disease";
- b. testing for a "communicable disease";
- c. failure to prevent the spread of the "communicable disease"; or
- d. failure to report the "communicable disease" to authorities.

This exclusion also applies to any loss, cost, or expense arising out of any:

- i. request, demand, or order that any "insured" or others test for, monitor, report, clean up, remove, contain, treat, detoxify, disinfect, sterilize, neutralize, or in any way respond to, assess the effects of, or eliminate a "communicable disease" or the conditions to which a "communicable disease" is attributed; or
  - ii. claim or suit by or on behalf of any governmental body or authority relating to testing for, monitoring, reporting, cleaning up, removing, containing, treating, detoxifying, disinfecting, sterilizing, neutralizing, or in any way responding to, assessing the effects of, or eliminating a "communicable disease" or the conditions to which a "communicable disease" is attributed.
2. **SECTION IV – DEFINITIONS** is amended to add the following:

"Communicable disease" means:

- a. An infectious disease that can be transmitted from one person or animal to another person or animal via direct or indirect contact with an infected person or animal or with their excretions;
- b. Includes, but is not limited to, the following and any variant(s) or mutational strains thereof: Acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV); human t-cell lymphotropic virus (HTLV); anthrax; any hepatitis virus; Severe Acute Respiratory Syndrome (SARS); Middle East Respiratory Syndrome (MERS); herpes virus; any venereal disease or sexually transmitted disease, illness or condition; Zika virus; Norovirus; any of the Ebola virus species; Chronic Wasting Disease (CWD); Escherichia coli (E.coli); Avian Influenza, Swine Influenza, Canine Influenza, Equine Influenza and Influenza; Measles; Meningitis; Methicillin-resistant Staphylococcus Aureus (MRSA); Salmonellosis; Legionnaires Disease; Transmissible Spongiform Encephalopathy (TSE); Creutzfeldt-Jacob disease (nvCJD); Gerstmann-Straussier Scheinker Syndrome (GSS); fatal familial insomnia (FFI); kuru; Tuberculosis; West Nile Virus; Bovine Spongiform Encephalopathy (BSE); chickenpox; cholera; malaria; diphtheria; dysentery; encephalitis; mononucleosis; mumps; pertussis (whooping cough); pneumococcal disease; rabies; ringworm; rubella; scarlet fever, smallpox, typhoid fever; coronavirus; or

**COMMERCIAL EXCESS  
XS 0040 1121**

- c. Any infectious disease epidemic, pandemic, pandemic alert or outbreak (or other term of similar meaning) that is declared, announced or otherwise notified by the U. S. Center for Disease Control and Prevention (as such is reported in the Morbidity and Mortality Weekly Report), World Health Organization, any national, state or local public health organization, or any organization acting in a similar capacity.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RESIDENTIAL PROPERTY EXCLUSION (EXCEPTING APARTMENTS)

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE FORM

1. **SECTION IV - EXCLUSIONS** is amended to add the following Exclusion:

#### Residential Property

This insurance does not apply to any liability for "injury or damage" arising directly or indirectly out of or relating to "residential property". This exclusion includes, but is not limited to, any such "injury or damage" arising out of, relating to or resulting from the construction, development, maintenance, repair, renovation, ownership, occupation or use of "residential property". This exclusion also applies to improvements to land including but not limited to grading, excavating, utilities, road paving, curbs, and sidewalks prior to, during, and after construction of the "residential property". We will have no duty to defend any "insured", including any "additional insured", against any suit or claim involving "residential property". This exclusion also applies to any obligation to share damages with, repay, or indemnify someone else who must pay damages with, repay, or indemnify.

2. **SECTION VI – DEFINITIONS** is amended to add the following Definitions:

"Apartment structures" means a residential structure with multiple residential dwelling units, all of which are owned by a single entity, offered for rent and are not available for sale to individual owners.

"Residential Property" means any structure and associated real property where the structure or any portion of the structure is, or is intended to be, used for residential occupancy. "Residential property" includes, but is not limited to, detached single family houses, duplexes, zero lot line houses, townhouses, condominiums, cooperative housing, time-shared properties, and the entirety of any mixed-use structure where any portion of the structure is, or is intended to be, used for residential occupancy. "Residential Property" does not include "apartment structures".

Any structure or associated real property that becomes or is converted to "residential property" shall be deemed to be "residential property" as of the date of its original construction.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**COMMERCIAL EXCESS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PER PROJECT LIMITS OF INSURANCE (General Aggregate)**

This endorsement modifies insurance provided under the following:

**EXCESS LIABILITY COVERAGE FORM**

SCHEDULE

|                           |              |
|---------------------------|--------------|
| General Aggregate Maximum | \$ 5,000,000 |
|---------------------------|--------------|

**SECTION II - LIMITS OF INSURANCE** is amended to add the following:

**Per Project General Aggregate Limit**

When the General Aggregate Limit of all "underlying policies" applies separately on a per project basis, the General Aggregate Limit on this Policy will apply once per each project and apply to the same coverages as the "controlling underlying insurance."

However, if an amount is shown in the schedule of this endorsement, the total amount of the General Aggregate of this policy shall not exceed the General Aggregate Maximum amount shown.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

## CALIFORNIA POLICYHOLDER NOTICE

### IMPORTANT NOTICE:

i. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “non-admitted” or “surplus line” insurers.

ii. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

iii. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

iv. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at [www.naic.org](http://www.naic.org). The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.

v. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: [https://naic.org/state\\_web\\_map.htm](https://naic.org/state_web_map.htm).

vi. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC’s International Insurers Department (IID) listing of approved non-admitted non-United States insurers. Ask your agent, broker, or “surplus line” broker to obtain more information about that insurer.”

vii. California maintains a “List of Approved Surplus Line Insurers (LASLI).” Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).”

viii. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker’s fee charged for this insurance will be returned to you.”

## **STATE FRAUD WARNINGS**

**General Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### **ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS, AND WEST VIRGINIA FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### **ALABAMA FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

### **ALASKA FRAUD STATEMENT**

Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

### **ARIZONA FRAUD STATEMENT**

For your protection Arizona law requires the following statement to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

### **CALIFORNIA FRAUD STATEMENT**

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

### **COLORADO FRAUD STATEMENT**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

### **DELAWARE FRAUD STATEMENT**

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

### **DISTRICT OF COLUMBIA FRAUD STATEMENT**

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

### **FLORIDA FRAUD STATEMENT**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

### **HAWAII FRAUD STATEMENT**

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

### **IDAHO FRAUD STATEMENT**

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

### **INDIANA FRAUD STATEMENT**

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

### **KANSAS FRAUD STATEMENT**

An act committed by any person who knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by any insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic oral or telephonic communication or statement as part of, or in support of, an application for the insurance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for personal or commercial insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

### **KENTUCKY FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

### **MAINE FRAUD STATEMENT**

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.



#### **MARYLAND FRAUD STATEMENT**

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### **MINNESOTA FRAUD STATEMENT**

A person who files a claim with intent to defraud, or helps commit a fraud against an insurer, is guilty of a crime.

#### **NEW HAMPSHIRE FRAUD STATEMENT**

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

#### **NEW JERSEY FRAUD STATEMENT**

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

#### **NEW MEXICO FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

#### **OHIO FRAUD STATEMENT**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

#### **OKLAHOMA FRAUD STATEMENT**

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information is guilty of a felony.

#### **OREGON FRAUD STATEMENT**

Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: (1) by submitting an application, or (2) by filing a claim containing a false statement as to any material fact thereto, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

#### **MASSACHUSETTS, NEBRASKA, AND PENNSYLVANIA FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals

for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**PUERTO RICO FRAUD STATEMENT**

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (\$5,000) dollars and not more than ten thousand (\$10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT**

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**NEW YORK FRAUD STATEMENT**

**(SIGNATURE REQUIRED)**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

\_\_\_\_\_  
Insured/Applicant/Claimant

\_\_\_\_\_  
By Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Excess Casualty Declarations**

**POLICY NUMBER:** TSX-000119-22

**RENEWAL OF POLICY NUMBER:** NEW

**Insurance Company:** SiriusPoint Specialty Insurance Corporation

**POLICY PERIOD:** **From:** 7/1/2022 **To:** 7/1/2023  
(12:01 am Standard Time at the address of the Named Insured)

**NAMED INSURED:**

Riverside Construction Company, Inc.  
4225 Garner Rd.  
Riverside, CA 92506

**BROKER:**

RLA Insurance Intermediaries LLC  
580 Village Blvd  
Suite 380  
West Palm Beach, FL 33409

**Policy Premium and Related Fees:**

|                                  |       |          |
|----------------------------------|-------|----------|
| <b>Premium:</b>                  | _____ | \$75,000 |
| <b>Terrorism Premium:</b>        | _____ | \$0      |
| <b>Surcharge(s):</b>             | _____ | \$0      |
| <b>Total:</b>                    | _____ | \$75,000 |
| <b>Minimum Earned Premium %:</b> | _____ | 25.00%   |

**NO FLAT CANCELLATIONS  
MINIMUM PREMIUM APPLIES**

**Basis of Premium:** Non-Auditable  Auditable

**Limits of Insurance:** \$7,500,000 part of \$15,000,000 Each Occurrence  
\$7,500,000 part of \$15,000,000 Aggregate Limit (Where Applicable)

Limits of Insurance apply excess of the limits shown on the Schedule of Underlying Insurance.

**Underlying Insurance:** See attached Schedule of Underlying Insurance

**Forms and Endorsements:** See attached Schedule of Forms and Endorsements

\_\_\_\_\_  
Authorized Representative

**Issuing Office:**  
223 Roswell Street

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***Excess Casualty Declarations***

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*Suite 150  
Alpharetta, GA 30009*

## FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed that the following forms and endorsements are attached to and are a part of this policy:

| <b>Form Number</b> | <b>Form Name</b>                                       |
|--------------------|--|
| PN 0005 02 22      | California Policyholder Notice                         |
| PN 0055 02 22      | STATE FRAUD WARNINGS                                   |
| TSX 0005 01 22     | Tango Excess Declarations Page                         |
| TSX FS 0003 04 22  | Tango Excess Forms Schedule                            |
| TSX 0195 01 22     | Claim Notice   |
| TSX CS 0002 04 22  | Tango Excess Schedule of UL                            |
| TSX 0001 04 22     | Tango Excess Policy Form                               |
| TSX 0179 12 21     | Amendment - No Broader Than Quota-Share Partner(s)     |
| TSX 0056 12 21     | Bankruptcy or Insolvency of Underlying Insurer         |
| TSX 0059 12 21     | Exclusion - Violations of Economic and Trade Sanctions |
| TSX 0060 12 21     | Exclusion - Absolute Asbestos                          |
| TSX 0078 12 21     | Exclusion - Communicable Disease                       |
| TSX 0083 12 21     | Exclusion - Cyber Liability                            |
| TSX 0094 12 21     | Exclusion - Employment Related Practices Liability     |
| TSX 0095 12 21     | Exclusion - ERISA                                      |
| TSX 0101 12 21     | Exclusion - Fungi or Bacteria                          |
| TSX 0107 12 21     | Exclusion - Lead                                       |
| TSX 0136 12 21     | Exclusion - Residential Work Except Apartments         |
| TSX 0144 12 21     | Exclusion - Silica or Mixed Dust                       |
| TSX 0155 12 21     | Exclusion - Total Pollution                            |
| TSX 0158 12 21     | Exclusion - Uninsured Underinsured Motorist            |



|                |   |
|----------------|---|
| TSX 0159 12 21 | Exclusion - Violation of Information Statutes   |
| TSX 0160 12 21 | Exclusion - War Liability   |
| TSX 0162 12 21 | Exclusion - Wrap-up   |
| TSX 0175 12 21 | Service of Suit   |
| TSX 0301 02 22 | Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States |

## **CLAIM NOTICE**

Please give immediate notice of any claims to which this policy applies to:

**Mailing address:**

[Sedgwick Claims Management Services, Inc.](#)

**Phone number:** [866-954-3538](tel:866-954-3538)

**E-mail:** [9694Tango@sedgwick.com](mailto:9694Tango@sedgwick.com)

We will respond to any of these communication methods with an acknowledgement of receipt containing a claim number and the claim adjusters contact information.

## SCHEDULE OF UNDERLYING POLICIES

| <b>Coverage</b>  | <b>Carrier</b>            | <b>Policy Period</b>    | <b>Limit</b> | <b>Attachment</b> |
|------------------|---------------------------|-------------------------|--------------|-------------------|
| Excess Liability | Federal Insurance Company | 07/01/2022 - 07/01/2023 | \$5,000,000  | Primary           |
| Excess Liability | Gotham Insurance Company  | 07/01/2022 - 07/01/2023 | \$5,000,000  | \$5,000,000       |

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

## COMMERCIAL EXCESS LIABILITY POLICY

This is a legal contract between you and us, the declarations page (**Declarations**) and any endorsements named in the Policy Declarations (collectively, the **Policy**). We agree to provide the insurance coverage described in this Policy in exchange for your proper payment of the assessed premium and compliance by you and all covered persons with the terms, conditions and warranties of this Policy.

Throughout this Policy the words **You** and **Your** refer to and are synonymous with the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under this Policy. The words **We, Us and Our** refer to the company providing this insurance as shown in the Declarations. Words and phrases appearing in bold type have special meanings for which you should refer to Definitions contained in this Policy, SECTION E. Any other words and phrases not defined in this Policy, but defined in the **Controlling Underlying Insurance**, shall have the same meaning herein as that which is ascribed by the **Controlling Underlying Insurance**.

### SECTION A - COVERAGE

1. We shall pay on behalf of the insured the amount of **Ultimate Net Loss** in excess of the underlying limits specified in the Declarations, Schedule of Underlying Insurance, that you become legally obligated to pay as damages directly caused by injury or injuries which are covered by and to which the **Controlling Underlying Insurance** applies, or would have applied, but for the exhaustion of the applicable limits of insurance.

This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the **Controlling Underlying Insurance**, except:

- (a) we shall have no obligation under this insurance with respect to any claim or lawsuit that is settled without our consent; and
  - (b) that which is contrary to the terms, conditions or provisions of this Policy.
2. We shall follow and apply the defense provisions contained in the **Controlling Underlying Insurance** in the application of this Policy. Where there are no applicable defense provisions contained in the **Controlling Underlying Insurance**, we shall have the right, but not the duty, to participate in the defense of claims alleged or lawsuits brought against you which seek damages of the type and nature contemplated under this Policy. Our duty to defend such claims or lawsuits against you shall commence when the applicable underlying Limits of Insurance specified in the **Controlling Underlying Insurance** declarations has been exhausted by the payment(s) made by the underlying carrier for covered loss and expenses thereunder. We may, in our sole discretion, investigate and settle any covered claim or lawsuit at any time.

Our right and duty to defend under this Policy shall cease when the applicable Limits of Insurance shown in the Declarations has been reached and exhausted by our payment for

covered loss and/or expense hereunder. Where the **Controlling Underlying Insurance** specifies that its applicable limits of insurance are reduced by the amount(s) paid for defense cost and expense, the same terms and conditions shall be applied herein and the applicable Limits of Insurance shall be eroded by the amounts paid toward defense cost and expenses.

## SECTION B - LIMITS OF INSURANCE

1. The Limit of Insurance specified in the Declarations as Each Occurrence Limit is the most we shall pay for the **Ultimate Net Loss** arising out of any one occurrence or cost of defense to which this Policy applies.
2. The Limit of Insurance specified in the Declarations as Aggregate Limit (as applicable) is the most we shall pay for the **Ultimate Net Loss** that is subject to an aggregate limit provided by the **Controlling Underlying Insurance** and which shall apply in the same manner and fashion as the aggregate limits of the **Controlling Underlying Insurance**, and as shown in the Schedule of Underlying Insurance.
3. Where the limits of insurance of the **Controlling Underlying Insurance** are reduced by defense costs according to its terms and conditions, any payments made hereunder for any defense expense shall also apply in the same manner and erode the corresponding Limit of Insurance of this Policy by the amount(s) of all such payments.

## SECTION C – EXCLUSIONS

The exclusions described within and applicable to the **Controlling Underlying Insurance** also apply to this Policy and the coverage afforded hereunder.

## SECTION D – CONDITIONS

The following conditions shall apply to this Policy, and where any of the following conditions may be construed as contrary to any conditions contained in the **Controlling Underlying Insurance**, the provisions contained herein shall prevail and apply:

### 1. Appeals

Where you or the underlying insurer(s) elects not to appeal a covered judgment in excess of the applicable limits of the **Controlling Underlying Insurance**, we shall have the right to appeal at our expense.

### 2. Maintenance of **Controlling Underlying Insurance**

You agree to maintain all **Controlling Underlying Insurance** in full force and effect and not voluntarily reduce the coverage or limits of such during the term of this Policy. You also agree to inform us within thirty (30) days of any replacement policy or other material change to any **Controlling Underlying Insurance**. Failure to maintain **Controlling Underlying Insurance** shall not invalidate coverage provided hereunder; however, in the event **Controlling Underlying Insurance** is not maintained, this Policy shall apply as if the **Controlling Underlying Insurance** were in full force and effect. Erosion or exhaustion of limits of



**Controlling Underlying Insurance** through payments tendered for covered judgments, settlements or any covered costs or expenses subject to that limit, shall not be a failure to maintain **Controlling Underlying Insurance**. No statement contained in these Conditions shall negate or impair our right to cancel or non-renew this Policy.

3. Other Insurance

This Policy provides insurance coverage only in excess of **Controlling Underlying Insurance**, and shall not contribute with any other valid and collectible insurance whether primary, excess, contingent, nor on any other basis, except other insurance coverage written specifically to be excess of the applicable Policy limits herein.

When **Controlling Underlying Insurance** is not entitled to contribution from other insurance available to you we will not seek contribution from that other insurance.

4. Policy Period

This insurance shall respond to injury or damage that occurs or arises from an offense committed during the effective policy period of this Policy as shown in the Declarations.

5. Conformity to Statute

Any terms, conditions or provisions of this Policy that may be construed or found to be in conflict with applicable law or regulation governing this Policy are amended to comply with and conform to any such law and/or regulation.

6. Loss Payable

Coverage under this Policy shall only apply after all **Controlling Underlying Insurance** has been exhausted through the proper payment of the applicable limits of liability and your obligation to pay the **Ultimate Net Loss** in excess of the applicable **Controlling Underlying Insurance** limits of insurance has been established through final settlement, judgement and/or written agreement among you, the claimant(s), underlying carrier(s) and us.

## SECTION E - DEFINITIONS

1. **Controlling Underlying Insurance** means the policies or self-insurance listed in the Declarations, Schedule of Underlying Insurance, including any policy replacements thereto and/or any other such policies purchased or issued for any newly acquired or formed organizations. Any policy replacements or policies purchased or issued for any newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule of Underlying Insurance. All **Controlling Underlying Insurance** shall be maintained by you in accordance with the applicable conditions of this Policy.
2. **Ultimate Net Loss** means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
  - (a) settlements, judgements, binding arbitration; or
  - (b) other binding alternative dispute resolution proceedings entered into with our consent.

**Ultimate Net Loss** includes defense expenses if the **Controlling Underlying Insurance** specifies that limits of insurance are reduced by the payment of defense expenses.

**AMENDMENT - NO BROADER THAN QUOTA-SHARE PARTNER(S)**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

In no event shall this insurance provide coverage that is broader than that provided by any other carrier participating in the same layer with us on a quota-share basis. This amendment applies regardless of additional or expanded coverage provided by any other policy shown on the Schedule of Underlying Insurance.

## **BANKRUPTCY OR INSOLVENCY OF UNDERLYING INSURER**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

In the case of bankruptcy, insolvency, or receivership of any underlying insurer, this policy shall not drop down or apply as a replacement of such bankrupt or insolvent insurer and this policy will apply as if the **Controlling Underlying Insurance** were in full force and effect.

## **EXCLUSION – VIOLATIONS OF ECONOMIC AND TRADE SANCTIONS**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

If coverage for a claim or suit under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC), then coverage for that claim or suit will be null and void ab initio (void from its inception).



### **Exclusion – Absolute Asbestos**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

This policy does not apply to any liability, including, but not limited to settlements, judgements, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:

1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to manufacture, mining, use, sale, installation, removal, abatement or distribution of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust;
2. exposure to, testing for, monitoring of, cleaning up, abatement, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust;
3. any obligation to investigate, settle or defend, or indemnify any person against any claim or suit arising out of or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or
4. any obligation to share damages with or repay any person who must pay damages in connection with 1, 2, or 3 above.

## **EXCLUSION – COMMUNICABLE DISEASE**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

This insurance does not apply to any liability arising out of or involving the actual or alleged transmission of a **communicable disease**:

This exclusion applies even if the claims against any insured allege negligence or other wrong doing in the

1. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **communicable disease**,
2. Testing for a **communicable disease**,
3. Failure to prevent the spread of the disease; or
4. Failure to report the disease to authorities.

**Communicable Disease** means any sickness or malady capable of being transmitted.

## **EXCLUSION – CYBER LIABILITY**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

This insurance does not apply to:

1. Bodily injury, property damage, personal and advertising injury arising, directly or indirectly, out of the loss of or alteration of any electronic data, electronic information, computer applications software, computer operations software or any other similar data, information or software in any computer hardware, computer system, computer network, or the Internet; or
2. Bodily injury, property damage, personal and advertising injury arising directly or indirectly out of damage to any computer hardware, computer system, computer network, or the internet as a result of 1. above.

Internet shall mean the worldwide public network of computers as it currently exists or may be manifested in the future, including the internet, an intranet, an extranet or a virtual public network.

## **EXCLUSION - EMPLOYMENT-RELATED PRACTICES LIABILITY**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

This policy does not apply to bodily injury or personal injury that arises out of:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution, or other employment-related practices, policies, acts or omissions or;
4. Consequential bodily injury as a result of 1. through 3. above.

This exclusion applies whether the injury-causing event described in 1. through 3. above occurs before employment, during employment or after employment.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

**EXCLUSION – ERISA**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

This policy does not apply to any obligations incurred or imposed upon an insured (or which are imputed to any insured) under the Employee Retirement Income Security Act of 1974 (ERISA), Public Law 93-406, any law amendatory thereof and any similar state or local laws.



## EXCLUSION - FUNGI OR BACTERIA

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

This insurance does not apply to:

- a. Any liability arising out of inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any fungi or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, fungi or bacteria, by any insured or by any other person or entity.

However, to the extent **Controlling Underlying Insurance** applies, this exclusion does not apply to any fungi or bacteria that are on, or are contained in, a good or product intended for consumption.

For the purposes of this endorsement:

Fungi means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

## EXCLUSION – LEAD

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

This policy shall not apply to any loss, claim or expense caused by, resulting from or arising out of lead, paint containing lead, or any other material or substance containing lead.

We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim or suit excluded herein.

## **EXCLUSION – RESIDENTIAL WORK EXCEPT APARTMENTS**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

This insurance does not apply to any liability arising out of your operations or your work on any **residential project**.

**Residential project** shall mean apartments, single and multi-family dwellings, townhouses, duplexes, condominiums or cooperatives, mixed-use buildings, timeshares, or any other place of domicile, and shall include appurtenant structures and common areas.

**Residential project** shall also include any building converted or being converted for individual or collective residential ownership.

However, in so far as coverage is provided in the **Controlling Underlying Insurance**, this exclusion shall not apply to your operations or your work on apartments unless those apartments are converted or are being converted to condominiums or cooperatives (including any project converted or being converted for individual or collective residential ownership).

## **EXCLUSION - SILICA OR MIXED DUST**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

This insurance does not apply to any liability caused by, resulting from, or arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation or respiration of **mixed dust**, silica, silica dust, silica fibers or silica in any form. This includes, but is not limited to any:

- a. Supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; or
- b. Obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

**Mixed dust** means inorganic or organic dusts that have harmful effects on human beings.

## **EXCLUSION – TOTAL POLLUTION**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

This policy does not apply to:

1. Any liability which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
2. Any loss, cost or expense arising out of any:
  - a. Request, demand, order, claim or suit 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 **pollutants**; or
  - b. Claim or suit by or on behalf of a governmental authority for damages 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**.

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.



**EXCLUSION - UNINSURED/UNDERINSURED MOTORIST**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy.  
Please read it carefully.**

This policy does not apply to any obligation or coverage imposed by law under any automobile no-fault, uninsured motorists, underinsured motorists or similar law or statute.

## **EXCLUSION – VIOLATION OF INFORMATION STATUTES**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

This insurance does not apply to any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## **EXCLUSION - WAR LIABILITY**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

This insurance does not apply to any liability however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war; or
2. 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
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## **EXCLUSION – WRAP-UP**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

This insurance does not apply to any liability arising out of any project for which you are, or ever were, included as an insured under any owner controlled insurance program (OCIP), contractor controlled insurance program (CCIP), consolidated or wrap-up program or similar rating plan providing liability insurance.

This exclusion applies whether or not the consolidated or wrap-up insurance program or similar rating plan:

- a. Provides coverage identical to that provided by this policy;
- b. Has limits adequate to cover all claims; or
- c. Remains in effect.

## SERVICE OF SUIT

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

It is agreed that in the event of the failure of us to pay any amount claimed to be due hereunder, we, at the request of the Insured, will submit to the jurisdiction of any Court of Competent Jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court or seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States, moreover, this endorsement is not an agreement that the law of a particular jurisdiction applies to any dispute under the policy.

It is further agreed that service of process in such suit may be made upon the highest one in authority bearing the title Commissioner, Director or Superintendent of Insurance of the state or commonwealth wherein the property covered by this policy is located, and that in any suit instituted against it upon this contract we will abide by the final decision of such Court or any Appellate Court in the event of an appeal. The one in authority bearing the title Commissioner, Director or Superintendent of Insurance of the state or commonwealth wherein the property covered by this policy is located is hereby authorized and directed to accept service of process on behalf of us in any such suit and/or upon the insured's request to give a written undertaking to the insured that they will enter a general appearance upon our behalf in the event such a suit shall be instituted.



**EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER  
ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES**

**This endorsement modifies insurance coverage provided by the Commercial Excess Liability Policy. Please read it carefully.**

A. This insurance does not apply to:

**TERRORISM**

**Any injury or damage** arising, directly or indirectly, out of a **certified act of terrorism**, or out of an **other act of terrorism** that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the **coverage territory**. However, with respect to an **other act of terrorism**, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an **Other Act of Terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, **any injury or damage** means any injury or damage covered under this policy or **Controlling Underlying Insurance** to which this endorsement is applicable, and includes but is not limited to any loss, claim or injury as may be defined in any applicable policy or **Controlling Underlying Insurance**.

2. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

b. The act resulted in damage:

(1) Within the United States (including its territories and possessions and Puerto Rico); or

(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. **Other Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a **Certified Act of Terrorism**.

Multiple incidents of an **Other Act of Terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

4. **Coverage Territory** means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanctions or embargo by the United States of America.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.



**FOLLOW FORM COMMERCIAL EXCESS LIABILITY POLICY DECLARATIONS**

**Insurer:**

WESTFIELD SPECIALTY INSURANCE COMPANY  
Rating: AM Best 'A' XV  
Non Admitted

**Policy Number:**

XSL-00014MM

**Item 1. Named Insured & Address:**

Riverside Construction Company, Inc.  
4225 Garner Road  
Riverside, CA 92502

**Item 2. Policy Period:**

From: **07/01/2022** 12:01 A.M.  
To: **07/01/2023** 12:01 A.M.  
Local time at the address shown in Item 1.

**Item 3. Limits of Liability:** See Endorsement XC 01031 0921

Each Occurrence Limit of Liability: \$7,500,000 part of  
\$15,000,000  
Policy Aggregate Limit of Liability: \$7,500,000 part of  
\$15,000,000

**Item 4. Premium:**

|                 |             |                      |                    |
|-----------------|-------------|----------------------|--------------------|
| Policy Premium: | \$ 75,000   | Broker Fee           | \$2500.00          |
| TRIA Premium:   | \$ Rejected | CA SL Tax (3%)       | \$2250.00          |
| Total Premium:  | \$ 75,000   | Stamping Fee (0.25%) | \$187.50           |
|                 |             | <b>TOTAL</b>         | <b>\$79,937.50</b> |

**NO FLAT CANCELLATIONS  
MINIMUM PREMIUM APPLIES**

**Item 5. Underlying Insurance:** See attached Schedule of Underlying Insurance XC 00103 0921

| Coverage | Underlying Insurer | Policy Period | Limit |
|----------|--------------------|---------------|-------|
|          |                    |               |       |

All Policies shall be deemed a **Followed Policy** unless any are denoted by an asterisk "\*" in which case only the policy(ies) denoted with an asterisk "\*" shall be a **Followed Policy** for the purposes of this policy.

**Item 6. Form Number and Endorsements Attached at Issuance:**

See attached Schedule of Forms and Endorsements XC 00102 0921

**Item 7. Notice to Insurer:**

| Notice of Claims   | All other Notices  |
|--|--|
| Westfield Specialty<br>Address: One Park Circle<br>Address: Westfield Center, Ohio 44251<br>E-Mail: <a href="mailto:WestfieldXSCClaims@westfieldgrp.com">WestfieldXSCClaims@westfieldgrp.com</a> | Westfield Specialty<br>Address: One Park Circle<br>Address: Westfield Center, Ohio 44251<br><a href="mailto:WestfieldSpecialty@westfieldgrp.com">WestfieldSpecialty@westfieldgrp.com</a> |

In witness whereof, the Insurer has caused this policy to be signed by its President and Secretary, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

Authorized Representative Steven O Parker

## SCHEDULE OF UNDERLYING INSURANCE

| Coverage    | Underlying Insurer                     | Policy Period         | Limit  |
|-------------|--|-----------------------|--|
| Lead Excess | Federal Insurance Company              | 07/01/2022-07/01/2023 | \$5,000,000 Each Occurrence<br>\$5,000,000 Aggregate<br><br>Excess of Primary  |
| Excess*     | Gotham Insurance Company               | 07/01/2022-07/01/2023 | \$5,000,000 Occurrence Limit (Liability Coverage)<br>\$5,000,000 Policy Aggregate Limit<br><br>Excess of \$5,000,000 |
| Excess      | Sirius Specialty Insurance Corporation | 07/01/2022-07/01/2023 | \$7,500,000 Each Occurrence Limit<br>\$7,500,000 Aggregate Limit (Where Applicable)                                  |
|             | Westfield Specialty Insurance Company  | 07/01/2022-07/01/2023 | \$7,500,000 Each Occurrence Limit<br>\$7,500,000 Aggregate Limit (Where Applicable)<br><br>Excess of \$10,000,000    |

All Policies shall be deemed a **Followed Policy** unless any are denoted by an asterisk "\*" in which case only the policy(ies) denoted with an asterisk "\*" shall be a **Followed Policy** for the purposes of this policy.

## SCHEDULE OF FORMS AND ENDORSEMENTS

|               |   |
|---------------|---|
| XC 00001 0921 | Follow Form Commercial Excess Liability Policy  |
| XC 00104 0921 | Westfield Specialty Insurance Company Signature Page  |
| XC 70001 0921 | OFAC Notice to Policyholders  |
| XC 70003 0921 | Surplus Lines Disclosure Notice   |
| XC 01051 0921 | Absolute Asbestos Exclusion   |
| XC 01013 0921 | Absolute Communicable Disease Exclusion   |
| XC 01015 0921 | Absolute Pollution Exclusion  |
| XC 01057 0921 | Bankruptcy or Insolvency Endorsement  |
| XC 01017 0921 | Cyber Liability Exclusion   |
| XC 01050 0921 | Equal Terms for Quota Share Endorsement   |
| XC 01014 0921 | Exclusion for Mold and Other Naturally Occurring Contaminants   |
| XC 01075 0921 | Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States |
| XC 01028 0921 | Exclusion Violation of Information Statutes   |
| XC 01027 0921 | Lead Exclusion  |
| XC 01031 0921 | Limits of Insurance Amendment   |
| XC 01021 0921 | Nuclear Energy Liability Exclusion  |
| XC 01054 0921 | Participation No Broader Than   |
| XC 01052 0921 | Primary Non-Contributory  |
| XC 01053 0921 | Residential Work Exclusion  |
| XC 01073 0921 | Service of Suit Endorsement   |
| XC 01033 0921 | Silica, Silica-Related or Mixed Dust Exclusion  |
| XC 01026 0921 | Uninsured or Underinsured Motorist Exclusion  |
| XC 01032 0921 | War Liability Exclusion   |
| XC 01038 0921 | Wrap-Ups, Joint Ventures or Owner Controlled Projects Exclusion   |

XC 00102 0921





## FOLLOW FORM COMMERCIAL EXCESS LIABILITY POLICY

In consideration of the payment of the premium and in reliance upon the application, underwriting information provided by the Named Insured listed in the Declarations (hereinafter referred to as "Named Insured", "You" and "Your") to the Insurer (hereinafter referred to as "We", "Us" and "Our"), We agree to provide You with the coverage under this policy as follows:

### I. INSURING AGREEMENT

Subject to all of the terms, conditions and other provisions of this policy, including endorsements hereto, We shall pay on behalf of the **Insured Loss** in excess of the **Underlying Limits**. Subject to the terms, conditions and endorsements to this policy, this policy shall follow form to the terms, conditions and exclusions of the **Followed Policy** (as noted in the Declarations).

### II. POLICY DEFINITIONS

- A. **Insured** means any natural person or entity designated as such in the **Underlying Insurance**.
- B. **Loss** means those amounts actually paid in the settlement or satisfaction of a claim for injury or damage covered under the **Followed Policy**, the **Underlying Insurance** and this policy, which You are legally obligated to pay as damages, after making proper deductions for all recoveries and salvage.
- C. **Underlying Insurance** means the **Followed Policy** and any policy(ies) referenced in Item 5 of the Declarations, as well as all applicable policies and other forms of insurance or self insurance regardless of whether such underlying is scheduled in Item 5 of the Declarations applicable to a given **Loss**, claim or occurrence.
- D. **Underlying Limits** means the sum of the limits of liability of the **Underlying Insurance** plus any applicable retentions or deductibles under such **Underlying Insurance** as well as any insurance, retentions or deductibles applicable to a given **Loss**, claim or occurrence regardless of whether such is scheduled in Item 5 of the Declarations.

### III. LIMIT AND PAYMENTS

- A. Subject to the coverage provided by this policy, we shall be liable to pay **Loss** only after any combination of You and all insurers constituting the **Underlying Insurance** shall have paid the full amount of the **Underlying Limits** as loss under the **Underlying Insurance** including those amounts not paid by **Underlying Insurance** in the event the **Underlying Insurance** provides more restrictive coverage than the **Followed Policy** or this policy. We shall then be liable to pay only such additional amount up to the applicable **Limits of Liability** set forth in Item 3 of the Declarations.
- B. In the event of the reduction or exhaustion of the aggregate limits of liability in the **Underlying Insurance** by reason of **Loss** paid thereunder, this policy shall (1) in the event of reduction, continue in force in excess of the remaining amount of **Underlying Insurance**; or (2) in the event of exhaustion of **Underlying Insurance**, continue in force as primary insurance, subject to all terms, conditions and other provisions of this policy, including endorsements hereto; provided that in the event of this policy becoming primary insurance, it shall only pay excess of the applicable retention or deductible amount set forth herein and in the **Underlying Insurance**, which shall be applied to any subsequent occurrence or loss. Notice of reduction or exhaustion of any **Underlying Limits** shall be given to Us





promptly upon such reduction or exhaustion.

- C. If the limits of liability of the **Underlying Insurance** are reduced by the payment of defense costs in accordance with the terms of such policies, any payments for defense expenses We pay will reduce the applicable limits of liability under this policy in the same manner.
- D. The stated **Each Occurrence Limit of Liability** as set forth in Item 3 of the Declarations is the maximum amount which We shall pay for all **Loss** arising out of any one occurrence to which this policy applies. The stated **Policy Aggregate Limit of Liability** as set forth in Item 3 of the Declarations is the maximum amount which We shall pay for all **Loss** that is subject to an aggregate limit provided by the **Followed Policy** and shall apply in the same manner as the **Followed Policy**. Subject to the terms and conditions of this section, the limits of liability set forth in Item 3 of the Declarations is the maximum amount We will pay under this insurance regardless of the number of **Insureds**, number of claims brought, or number of claimants or vehicles involved.

#### IV. MAINTENANCE OF UNDERLYING & OTHER INSURANCE

- A. This policy is subject to the same terms, conditions, other provisions and endorsements (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in the **Followed Policy** applicable to a given claim or occurrence as such policy has been represented to Us as to be issued, or as may be amended at a later time to restrict coverage. Any changes made to such **Followed Policy** to expand or broaden it or the coverage provided thereunder or to reduce the limits of liability provided shall only be effective and apply as part of this policy if accepted in writing by Us. Except as provided by endorsement, the coverage provided under this policy will not be broader than the applicable **Followed Policy**.
- B. The **Underlying Insurance** shall be maintained in full effect while this policy is in force, except for any reduction of the aggregate limits contained therein (as provided for in Section III. B. above), and such maintenance shall be a condition precedent to the attachment of any liability of Us under this policy. To the extent that any **Underlying Insurance** are not maintained in full effect while this policy is in force, You shall be deemed to be self-insured and fully responsible for the amount of the limit of liability of the **Underlying Insurance**, which is not so maintained and shall retain any **Loss** for the amount of the limit of liability which You failed to maintain.
- C. If other insurance applies to a loss or occurrence that is also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy. Other insurance includes any type of self-insurance or other mechanism by which any **Insured** arranges for funding of legal liabilities.

#### V. CLAIM AND OTHER NOTICES

We shall be given notice in writing as soon as practicable but in no event more than ten (10) days after the cancellation or non-renewal of any **Underlying Insurance**. Any changes in policy provisions in the **Underlying Insurance** or any changes in the **Insured** that would require notice under the **Underlying Insurance** shall be reported to Us in writing as soon as practicable, provided always that We shall not be bound by any such changes without Our prior written consent.



You must make certain that We are notified as soon as practicable of a loss, claim or occurrence which may result in a claim or suit which may involve this policy. If the **Underlying Insurance** is exhausted solely by payment of **Loss**, no **Insured** will, except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid, without Our prior written consent.

Written notice of any loss, claim or occurrence shall be given to Us in the same manner and at the same time as given to the insurers of the **Followed Policy** and shall be sent or delivered to Us at the address set forth in Item 7 of the Declarations.

## VI. CANCELLATION

- A. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to Us. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:
  - 1. 10 days before the effective date of cancellation if We cancel for nonpayment of premium; or
  - 2. 60 days before the effective date of cancellation if We cancel for any other reason.
- B. We will mail or deliver Our notice to the Named Insured's last mailing address known to Us. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
- C. If this policy is cancelled, We will send the first Named Insured any premium refund due. If We cancel, the refund will be pro rata. If the 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. If notice is mailed, proof of mailing will be sufficient proof of notice.

Westfield Specialty Insurance Company

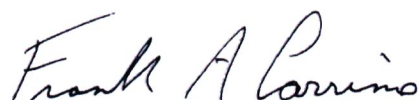
Signature Page

In witness whereof, the Insurer has caused this policy to be signed by its President and Secretary.

President

A handwritten signature in cursive script, appearing to read "Ed Lopez".

Secretary

A handwritten signature in cursive script, appearing to read "Frank A. Corvino".

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN  
ASSETS CONTROL ("OFAC")  
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**NOTICE:** THIS POLICY IS ISSUED ON A SURPLUS LINES BASIS BY AN APPROVED NON-LICENSED INSURER UNDER THE LAWS OF THE STATE IN WHICH THE NAMED INSURED'S PRINCIPAL PLACE OF BUSINESS IS LOCATED AS SET FORTH IN THE DECLARATIONS. AS A RESULT, THIS POLICY AND ITS PREMIUM RATES ARE EXEMPT FROM THE INSURANCE REGULATORY FILING REQUIREMENTS OF SUCH STATE. IN CASE OF THE INSURER'S INSOLVENCY, THIS POLICY IS NOT COVERED BY ANY INSURANCE GUARANTY FUND OR ITS EQUIVALENT IN ANY STATE.



# ABSOLUTE ASBESTOS EXCLUSION

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

This policy does not apply to:

Any liability, including, but not limited to "property damage", "bodily injury", settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:

1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;
2. exposure to, testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or
3. any obligation to investigate, settle or defend, or indemnify any person against any claim or "suit" arising out of or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

## ABSOLUTE COMMUNICABLE DISEASE EXCLUSION

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

This policy does not apply to any “**Loss**”, liability, “bodily injury”, “property damage”, or “personal and advertising injury” expense or other form of damages and costs arising, in whole or in part, arising out of or involving the actual, feared, threatened or alleged transmission of a “communicable disease.”

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the:

- a. Supervising, monitoring, hiring, employing, training or of others that may be infected with and spread a “communicable disease”;
- b. Testing for or diagnosing a “communicable disease”;
- c. Failure to prevent the transmission of the “communicable disease”; or
- d. Failure to report the “communicable disease” to authorities or an applicable governmental entity.

“Communicable disease”, as used in this endorsement, means any illness, virus, disease, contagion or malady capable of being transmitted.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

# ABSOLUTE POLLUTION EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This policy does not apply to:

Any liability, including, but not limited to **Loss**, "property damage", "bodily injury", claims, settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or in any way related to:

1. the actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of "pollutants", however caused, into or upon land, the atmosphere or any water course or body of water;
2. any request, demand, or order that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants". This includes demands, directives, complaints, "suits", orders or requests brought by any governmental entity or by any person or group of persons; or
3. steps taken or amounts incurred by or at the direction of a governmental unit or any other person or organization to test for, monitor, clean-up, remediate, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants".

This exclusion will apply to liability, costs, charges or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, unintended, preventable or not preventable.

"Pollutants" means any solid, liquid, pollutant, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. "Waste material" includes, but is not limited to, materials which are intended to be or have been recycled, reconditioned or reclaimed.

Further, should the underlying limits within the **Followed Policy** become impaired or exhausted for claim(s) payment(s) and/or loss adjustment expenses(s) excluded by this endorsement, coverage provided by this policy will not drop down over the impaired or exhausted underlying limit, however, the policy will continue to respond for covered claims in excess of the limits stated in the declarations page as underlying.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

## BANKRUPTCY OR INSOLVENCY ENDORSEMENT

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

The bankruptcy of any insured will not relieve us from the payment of any claim or "suit" covered by this policy.

In the event of the bankruptcy or insolvency of any underlying insurer of the **Underlying Limits**, the insurance afforded by this policy will not replace such **Underlying Insurance** or drop down to attach at a lower level, but will continue to apply as if the **Underlying Insurance** was available and collectible

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

## CYBER LIABILITY EXCLUSION

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

This policy does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or **Loss** arising, directly or indirectly, out of the use, loss of or alteration of any electronic data, personal or biometric data, electronic information, computer applications software, computer operations software or any other similar data, information or software in any computer hardware, computer system, computer network, or the "Internet"; or
2. "Bodily injury", "property damage", "personal and advertising injury" arising directly or indirectly out of damage to any computer hardware, computer system, computer network, or the "internet" as a result of 1. above.

"Internet" shall mean the worldwide public network of computers as it currently exists or may be manifested in the future, including the "internet", an intranet, an extranet or a virtual public network.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.



## EQUAL TERMS FOR QUOTA SHARE ENDORSEMENT

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

The **Insured** has represented to us that this policy is subject to the same warranties, terms, conditions, exclusions and limitations (except as regards the limits of the liability) as are contained or as may be added to the respective policies of the insurers who participate in the same quota share layer ("quota share participant policies") as us. In the event that the warranties, terms, conditions, exclusions or limitations of the quota share participant policies further limit or restrict coverage, this policy will be subject to such further limiting or restricting warranties, terms, conditions, exclusion and limitations. In no event shall this policy grant broader coverage for any type of coverage than would be provided by any of the quota share participant policies affording such coverage.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

## EXCLUSION FOR MOLD AND OTHER NATURALLY-OCCURRING CONTAMINANTS

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

It is agreed that the insurance afforded by this policy shall not apply to any demand, claim, "occurrence", "bodily injury", "property damage", "**Loss**", cost, "suit" or expense of any nature whatsoever, including but not limited to any other claims, caused by, arising out of or relating in any way directly, indirectly, in concurrence or in any sequence, with a cause for which coverage may be afforded under this coverage part, based upon or arising out of mold, mildew, "fungi", spores, viruses, bacteria, or any of their byproducts, or any other biological, etiological or other naturally occurring contaminant, or any of their byproducts.

This exclusion excludes the following, without limitation:

- A. any duty or obligation to defend associated with such mold, mildew, "fungi", spores, viruses, bacteria, or any of their byproducts, or any other biological, etiological or other naturally occurring contaminant, or any of their byproducts;
- B. any damages, obligations, claim or injury associated with any material, products, building component, building or structure that contains, harbors, nurtures or acts as a medium for any such mold, mildew, "fungi", spores, viruses, bacteria, or any of their byproducts, or any other biological, etiological or other naturally occurring contaminant, or any of their byproducts, regardless of any other cause, event, material, product or building component that contributed directly, indirectly, concurrently or in any sequence to the damages obligations, claim, injury or expense; and
- C. any damages, obligations, claim, injury or expense associated with a request, demand or order from any body or individual, including but not limited to, any governmental body or action, that any **Insured** or others test for, monitor, clean up, remove, remediate, contain, treat, mitigate, detoxify or neutralize, or in any way respond to, or assess the effects of any mold, mildew, "fungi", spores, viruses, bacterial, or any of their byproducts, or any other biological, etiological or other naturally occurring contaminant, or any of their byproducts.

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi".

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

# EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

A. This policy does not apply to:

## **Terrorism**

“Any injury or damage” arising directly or indirectly, out of a “certified act of terrorism” or out of an “other act of terrorism” that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the “coverage territory”. However, with respect to an “other act of terrorism”, this exclusion applies only when one or more of the following are attributed to such act.

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. physical injury that involves a substantial risk of death; or
  - b. protracted and obvious physical disfigurement; or
  - c. protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use or release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraph 1. and 2. describe the thresholds used to measure the magnitude of an Incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**B.** The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under this policy, or "underlying insurance" to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", "injury" or "environmental damage" as may be defined in any applicable policy, or "underlying insurance".
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - (b) The premises of any United States mission; and

- c. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
  - 3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism". Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
  - 4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanctions or embargo by the United States of America.
- C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this policy.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

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## EXCLUSION-VIOLATION OF INFORMATION STATUTES

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

This policy does not apply to:

### **DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES**

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of any act or omission that violates or is alleged to violate:

- A. The CAN-SPAM Act of 2003, including any modification or addition thereto; or
- B. The Telephone Consumer Protection Act (TCPA), including any modification or addition thereto; or
- C. The Fair Credit Reporting Act (FCRA), and any modification or addition thereto, including the Fair and Accurate Credit Transaction Act (FACTA); or
- D. Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, and any amendments thereto, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.



## LEAD EXCLUSION ENDORSEMENT

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

This policy does not apply to:

- A. "bodily injury", "property damage", "personal and advertising injury" arising out of, in whole or in part, either directly or indirectly, the actual, alleged, perceived, or threatened:
  - 1. contact with or the absorption, ingestion, inhalation, use, or handling of lead in any form by any person; or
  - 2. presence of lead in any form.
  
- B. any **Loss**, cost or expense arising out of any request, demand, order or legal, statutory, or regulatory requirement that any **Insured** or other person or entity:
  - 1. test for, assess, monitor, clean up, abate, remove, contain, treat, mitigate, detoxify, or neutralize lead in any form; or
  - 2. respond to, or assess, in any way the effects of lead in any form.

As used herein, lead and any other such irritant or contaminant shall be pollutants under this policy. Accordingly, this exclusion shall be in addition to, and not in limitation of, any pollution exclusion in this policy or any other pollution-related exclusion made part of this policy.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

## LIMITS OF INSURANCE AMENDMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

It is agreed Item 3. Limits of Liability on the Declarations page is completed to read as follows:

3. **LIMITS of Liability:**                   \$ 7,500,000, EACH OCCURRENCE  
  \$ 7,500,000 AGGREGATE LIMIT (Where Applicable)

Part of

\$ 15,000,000 EACH OCCURRENCE  
\$ 15,000,000 AGGREGATE LIMIT (Where Applicable)

These Limits of Liability apply in excess of the **Underlying Insurance** limits indicated in Item 5. of the Declarations.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

# NUCLEAR ENERGY LIABILITY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This policy does not apply to:

- A. Any liability, **Loss**, “**bodily injury**” or “**property damage**”:
1. with respect to which any **Insured** under the policy is also an **Insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its Limits of Insurance; or
  2. resulting from the “hazardous properties” of “nuclear material” and with respect to which (a) a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) any insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Any injury or “nuclear property damage” resulting from the “hazardous properties” of “nuclear material”, if:
1. the “nuclear material” (a) is at any “nuclear facility” owned by, or operated by or on behalf of, any insured or (b) has been discharged or dispersed therefrom;
  2. the “nuclear material” is contained in “spent fuel” or “nuclear waste” at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any insured; or
  3. the injury or “nuclear property damage” arises out of the furnishing by any insured of services, materials, parts of equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”, but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion C.3. applies only to “nuclear property damage” to such “nuclear facility” and any property therein.
- C. As used in this exclusion:
1. “Hazardous properties” includes radioactive, toxic or explosive properties.
  2. “Nuclear facility” means:
    - (a) any “nuclear reactor”;

XC 01021 0921

- (b) any equipment or device designed or used for:
    - (1) separating the isotopes of uranium or plutonium;
    - (2) processing or utilizing "spent fuel"; or
    - (3) handling processing or packaging "nuclear waste";
  - (c) any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of any insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of, "nuclear waste", and includes the site on which any of the foregoing is located, all operations considered on such site and all premises used for such operations.
3. "Nuclear material" means "source material", "special nuclear material" or by-product material.
  4. "Nuclear property damage" includes all forms of radioactive contamination of property.
  5. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self- supporting chain reaction or to contain a critical mass of fissionable material.
  6. "Nuclear waste" means any "nuclear waste" material (a) containing "by-product material" other than the tailings of "nuclear waste" produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" under Paragraph C.2.
  7. "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
  8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

## PARTICIPATION NO BROADER THAN

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

It is agreed that the total limits of insurance for all contributing insurance (insured or self-insured) is **\$15,000,000**. The Insurer's percentage of participation under this policy is **50%** or **\$7,500,000** part of **\$7,500,000** and the liability of this Insurer is limited to the same proportion, namely **50%** (being **\$7,500,000** part of **\$15,000,000** of any loss hereunder).

It is a condition of this insurance that the **Insured** maintain in full force and effect during the currency of this policy insurance coverage for limits of insurance of **50%** part of 100% (being **\$7,500,000** part of **\$15,000,000**). The failure of the **Insured** to comply with the foregoing shall not invalidate this insurance, but in the event of such failure, this

Insurer shall only be liable to the same extent as they would have been had the **Insured** complied with the said condition. However, in no event shall the Insurer provide broader coverage under this policy than is provided by any other insurer participating on this policy.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**

This endorsement does not change any other provision of the policy.

## PRIMARY NON-CONTRIBUTORY ENDORSEMENT

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

In consideration of the premium charged, the following is added to section IV. MAINTENANCE OF UNDERLYING & OTHER INSURANCE C. of the Policy:

When required by written contract or agreement, the insurance provided by the policy will not be excess of other insurance, other than the **Underlying Insurance**, and we will not seek contribution from any other insurance, provided the written contract or agreement is executed prior to the date of **Loss** for which coverage is sought.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.



## RESIDENTIAL WORK EXCLUSION

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

This policy does not apply to any liability arising out of your operations or "your work" on any "residential project".

"Residential project" shall mean apartments, single and multi-family dwellings, townhouses, duplexes, condominiums or cooperatives, "mixed-use buildings", timeshares, or any other place of domicile, and shall include appurtenant structures and common areas.

"Residential project" shall also include any building converted or being converted for individual or collective residential ownership.

"Mixed-use buildings" shall mean structures and improvements thereto, which contain both residential units and commercial space.

"Your work" and "suit" shall be as defined in the "underlying insurance".

However, in so far as coverage is provided in the "underlying insurance", this exclusion does not apply to your operations or "your work" that is on or in commercial space in "mixed-use buildings". We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim or "suit" excluded by this endorsement.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

## SERVICE OF SUIT ENDORSEMENT

It is understood and agreed:

1. The Insurer, at the written request of the **Named Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States with respect to any suit arising out of or relating to this Policy and will comply with all requirements necessary to give such court jurisdiction over the Insurer regarding such suit. In any such suit, the Insurer will abide by the final decision of such court or any appellate court of competent jurisdiction in the event of an appeal.
2. Westfield Specialty, Inc.  
One Park Circle  
P.O. Box 5001  
Westfield Center OH 44251-5001

is authorized and directed to accept service of process on behalf of the Insurer in any such suit and, upon the written request of the **Named Insured**, to enter a general appearance upon the Insurer's behalf in the event such suit shall be instituted.

3. Pursuant to any statute of any state, territory or district of the United States which makes provisions therefor, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his or her successor or successors in office, as its true and lawful attorney, upon whom may be served any lawful process in any suit instituted by or on behalf of the **Named Insured** or any other beneficiary hereunder arising out of or related to this Policy, and hereby designates Westfield Specialty, Inc. as the person to whom the said officer is authorized to mail such process or a true copy thereof.

# SILICA, SILICA-RELATED OR MIXED DUST EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This policy does not apply to any "loss", liability, "bodily injury", "property damage", "personal and advertising injury", expense or other form of damages or costs arising, in whole or in part, out of or involving the actual, alleged, threatened or suspected inhalation of, ingestion of, suspected contact with or exposure to, existence of, or presence of, "mixed dust", "silica", "silica-related dust", or any product containing "silica" or "silica-related dust".

This insurance also does not apply to:

- A. Any "loss", cost or expense, arising in whole or in part, out of the abating, testing, monitoring, remediating, neutralizing, removing, treating, detoxifying, disposing, cleaning up, or responding to or assessing the effects of "mixed dust", "silica", "silica-related dust" or products and materials containing "silica" or "silica-related dust" by any **Insured** or by any other person or entity;
- B. The cost of such actions as may be necessary to monitor, assess and evaluate the release or threat of "mixed dust", "silica", "silica-related dust" or products and materials containing "silica" or "silica-related dust";
- C. The cost of disposal of "mixed dust", "silica", "silica-related dust" or products and materials containing "silica" or "silica-related dust", or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize, or mitigate damage to the public health or welfare or to the environment, by any **Insured** or by any other person or entity; or
- D. The cost of compliance with any law or regulation regarding "mixed dust", "silica" or "silica-related dust".

"Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), "silica" particles, "silica-related dust" or silica compounds.

"Silica-related dust" means a mixture or combination of "silica" and other dust or particles. "Mixed dust" means inorganic or organic dusts that have harmful effects on natural persons.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

## UNINSURED / UNDERINSURED MOTORIST EXCLUSION

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

This policy does not apply to any obligation of the **Insured** under a No Fault, Supplementary Uninsured/Underinsured Motorist Law or Uninsured Motorist, or under any similar law, federal, state or local governmental order, regulation, ordinance or judicial decree.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

## WAR LIABILITY EXCLUSION

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

This policy does not apply to any liability arising out of any war (whether war be declared or not), invasion, acts of foreign or domestic enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition, destruction of or damage to property, including loss of access, by or under the order of any government, local authority, or risks of contraband, illegal transportation or trade.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provisions of the policy.

## WRAP-UPS, JOINT VENTURES OR OWNER-CONTROLLED PROJECTS EXCLUSION

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

This policy does not apply to any liability, damages, claim, "suit", "loss", cost, expense, "bodily injury" or "property damage" arising out of or resulting from, caused directly or indirectly, in whole or in part, by:

1. your ongoing operations; or
2. operations included within the "products-completed operations hazard", where such operations are covered within wrap-ups, joint ventures, contractor-controlled or owner-controlled project insurance programs on specific construction projects by the prime contractor, construction manager or owner of such construction project.

This exclusion applies regardless of whether the wrap-up, joint venture, contractor-controlled or owner-controlled insurance program:

1. provides coverage identical to the coverage provided under this Policy;
2. has limits adequate to cover all claims; or
3. remains in effect.

Any terms not defined within this endorsement shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

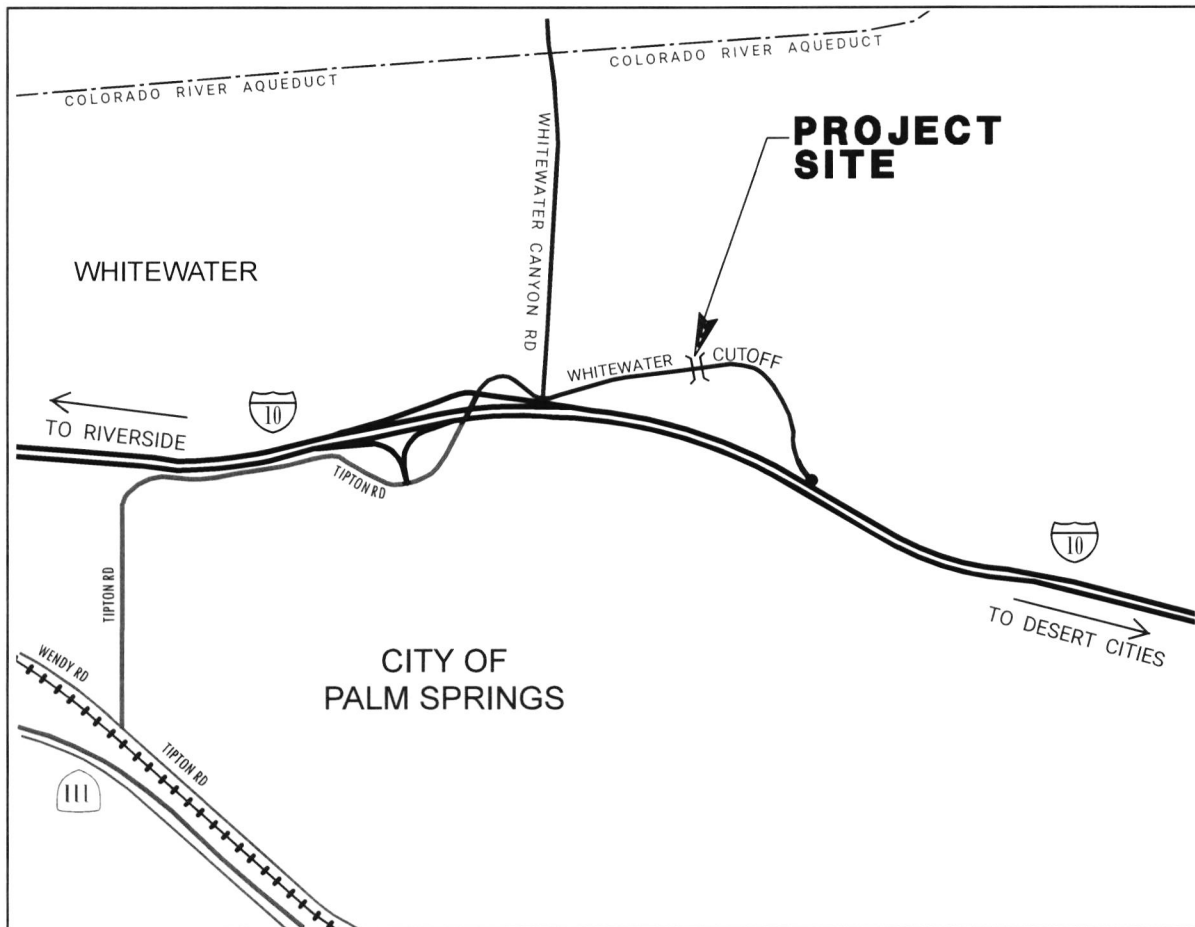
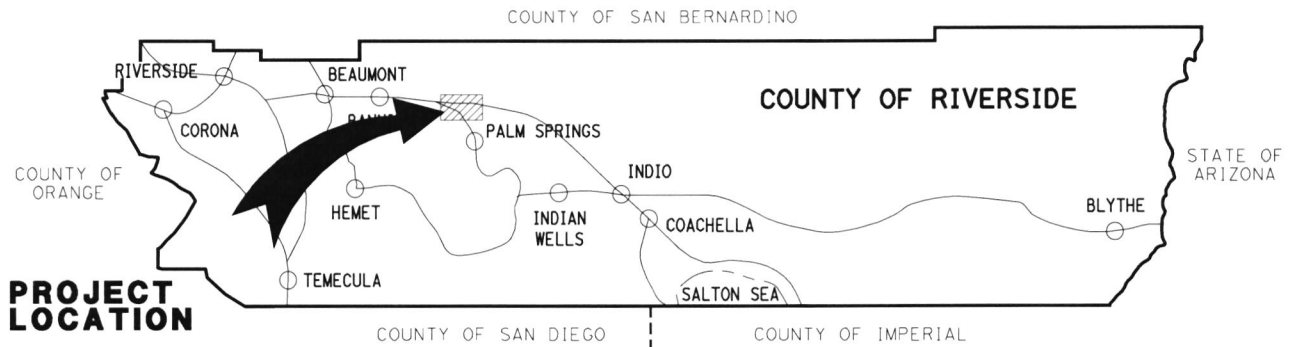


COUNTY OF RIVERSIDE  
**TRANSPORTATION DEPARTMENT**

**EMERGENCY REPAIR WORK  
WHITEWATER CUTOFF BRIDGE**

**WHITEWATER AREA**

**PROJECT No. D3-0084**

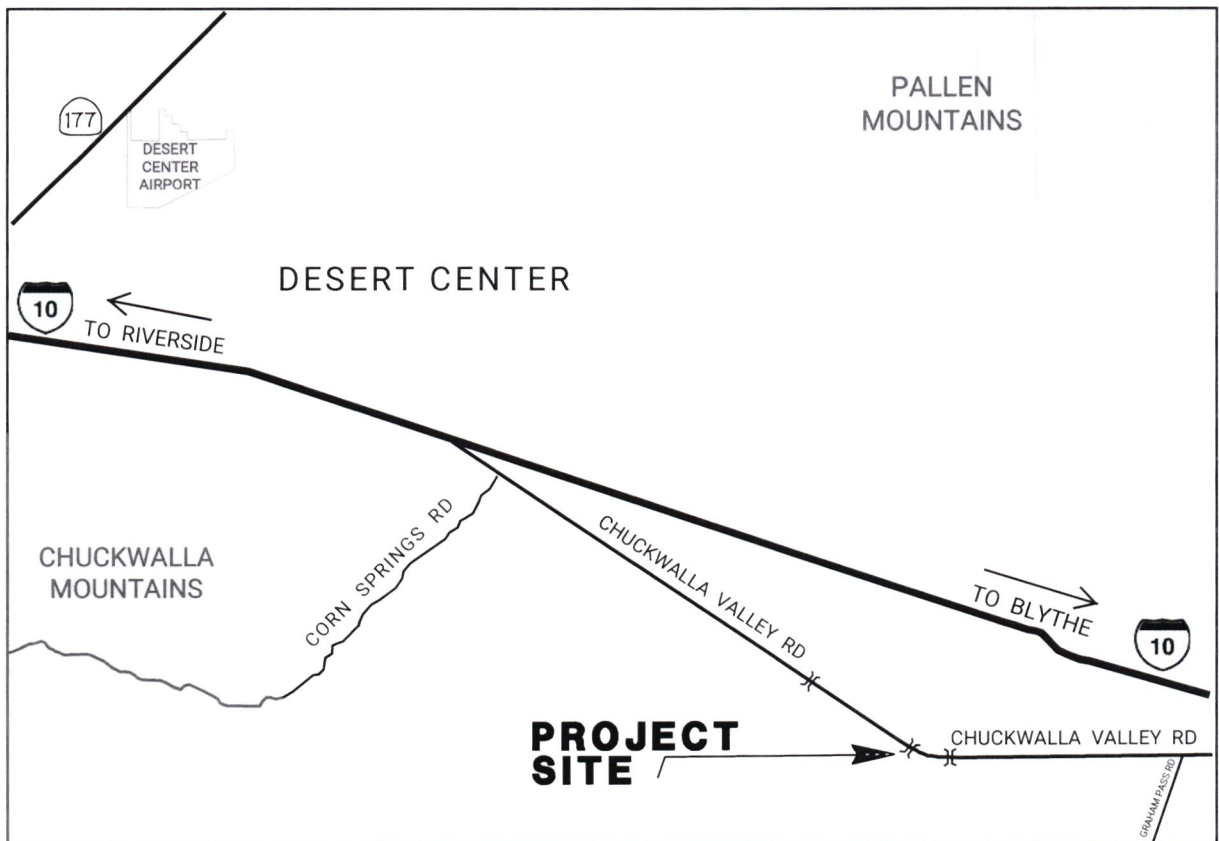
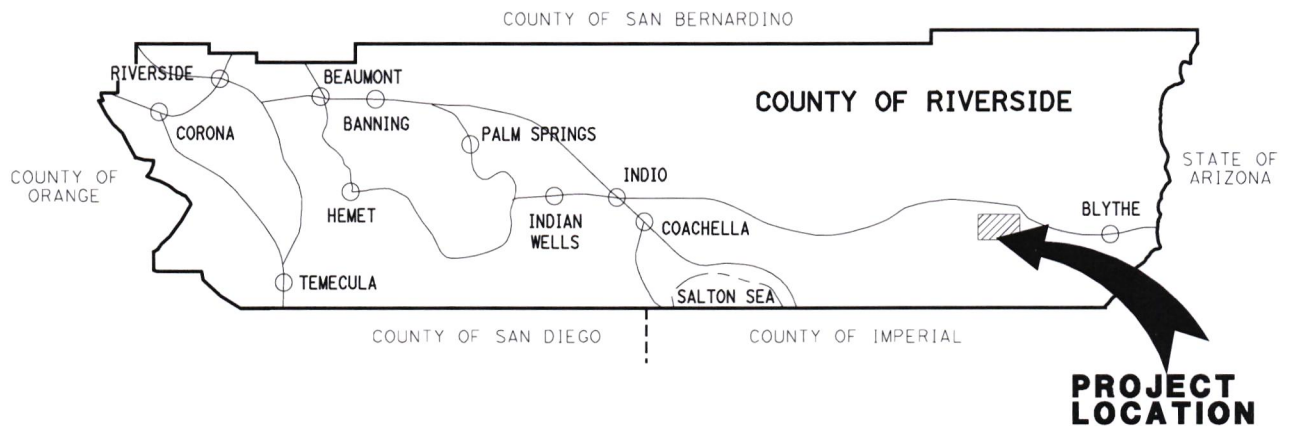


**VICINITY MAP**

i(a)

COUNTY OF RIVERSIDE  
**TRANSPORTATION DEPARTMENT**

**EMERGENCY REPAIR WORK**  
**CHUCKWALLA VALLEY ROAD CULVERTS**  
**DESERT CENTER AREA**  
**PROJECT No. 44-23200101**



**VICINITY MAP**

i(b)

# Attachment "A"

Riverside County Transportation Department

Projects: **Whitewater Cutoff Bridge & Chuckwalla Valley Road Culverts**

Project No.(s): **D3-0084 & 44-23200101**

Expenses as of: **10/6/2022**

## Project Costs and Budget

| Activity                              | Incurred Costs | Projected Costs | Total Costs    | Existing Budget | Proposed Budget |
|---------------------------------------|----------------|-----------------|----------------|-----------------|-----------------|
| Preliminary Survey                    |                |                 |                |                 |                 |
| Design                                | 6,397          | 15,000          | 21,397         |                 | 22,000          |
| Environmental                         | 1,863          | 8,000           | 9,863          |                 | 10,000          |
| Right-of-way                          |                |                 |                |                 |                 |
| Construction                          |                | 750,000         | 825,000        |                 | 825,000         |
| Construction Contingency              | 10.0%          | 75,000          |                |                 |                 |
| Construction Engineering & Inspection | 10.0%          | 790             | 75,790         |                 | 76,000          |
| Construction Survey                   | 0.0%           |                 |                |                 |                 |
| Utilities                             |                |                 |                |                 |                 |
| <b>Totals:</b>                        | <b>9,050</b>   | <b>923,000</b>  | <b>932,050</b> |                 | <b>933,000</b>  |

## Project Funding

| Code          | Name         | Existing Budget | Proposed Budget |
|---------------|--------------|-----------------|-----------------|
| 221           | Gas Tax/HUTA |                 | 933,000         |
| <b>Totals</b> |              |                 | <b>933,000</b>  |

## Comments

# Attachment "A"

Riverside County Transportation Department

Projects: **Whitewater Cutoff Bridge**

Project No.(s): **D3-0084**

Expenses as of: **10/6/2022**

## Project Costs and Budget

| Activity                              | Incurred Costs | Projected Costs | Total Costs    | Existing Budget | Proposed Budget |
|---------------------------------------|----------------|-----------------|----------------|-----------------|-----------------|
| Preliminary Survey                    |                |                 |                |                 |                 |
| Design                                | 4,872          | 10,000          | 14,872         |                 | 15,000          |
| Environmental                         | 1,863          | 4,000           | 5,863          |                 | 6,000           |
| Right-of-way                          |                |                 |                |                 |                 |
| Construction                          |                | 150,000         | 165,000        |                 | 165,000         |
| Construction Contingency              | 10.0%          | 15,000          |                |                 | 15,000          |
| Construction Engineering & Inspection | 10.0%          | 15,000          | 15,000         |                 | 15,000          |
| Construction Survey                   | 0.0%           |                 |                |                 |                 |
| Utilities                             |                |                 |                |                 |                 |
| <b>Totals:</b>                        | <b>6,735</b>   | <b>194,000</b>  | <b>200,735</b> |                 | <b>201,000</b>  |

## Project Funding

| Code          | Name         | Existing Budget | Proposed Budget |
|---------------|--------------|-----------------|-----------------|
| 221           | Gas Tax/HUTA |                 | 201,000         |
| <b>Totals</b> |              |                 | <b>201,000</b>  |

## Comments

# Attachment "A"

Riverside County Transportation Department

Projects: **Chuckwalla Valley Road Culverts**

Project No.(s): **44-23200101**

Expenses as of: **10/6/2022**

## Project Costs and Budget

| Activity                              | Incurred Costs | Projected Costs | Total Costs    | Existing Budget | Proposed Budget |
|---------------------------------------|----------------|-----------------|----------------|-----------------|-----------------|
| Preliminary Survey                    |                |                 |                |                 |                 |
| Design                                | 1,526          | 5,000           | 6,526          |                 | 7,000           |
| Environmental                         |                | 4,000           | 4,000          |                 | 4,000           |
| Right-of-way                          |                |                 |                |                 |                 |
| Construction                          |                | 600,000         | 660,000        |                 | 660,000         |
| Construction Contingency              | 10.0%          | 60,000          |                |                 |                 |
| Construction Engineering & Inspection | 10.0%          | 790             | 60,790         |                 | 61,000          |
| Construction Survey                   | 0.0%           |                 |                |                 |                 |
| Utilities                             |                |                 |                |                 |                 |
| <b>Totals:</b>                        | <b>2,315</b>   | <b>729,000</b>  | <b>731,315</b> |                 | <b>732,000</b>  |

## Project Funding

| Code          | Name         | Existing Budget | Proposed Budget |
|---------------|--------------|-----------------|-----------------|
| 221           | Gas Tax/HUTA |                 | 732,000         |
| <b>Totals</b> |              |                 | <b>732,000</b>  |

## Comments



# Chuckwalla Valley Road Culverts

Emergency Repairs



## Legend

- City Areas
- World Street Map



**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

## Notes

0 24,075 48,149 Feet

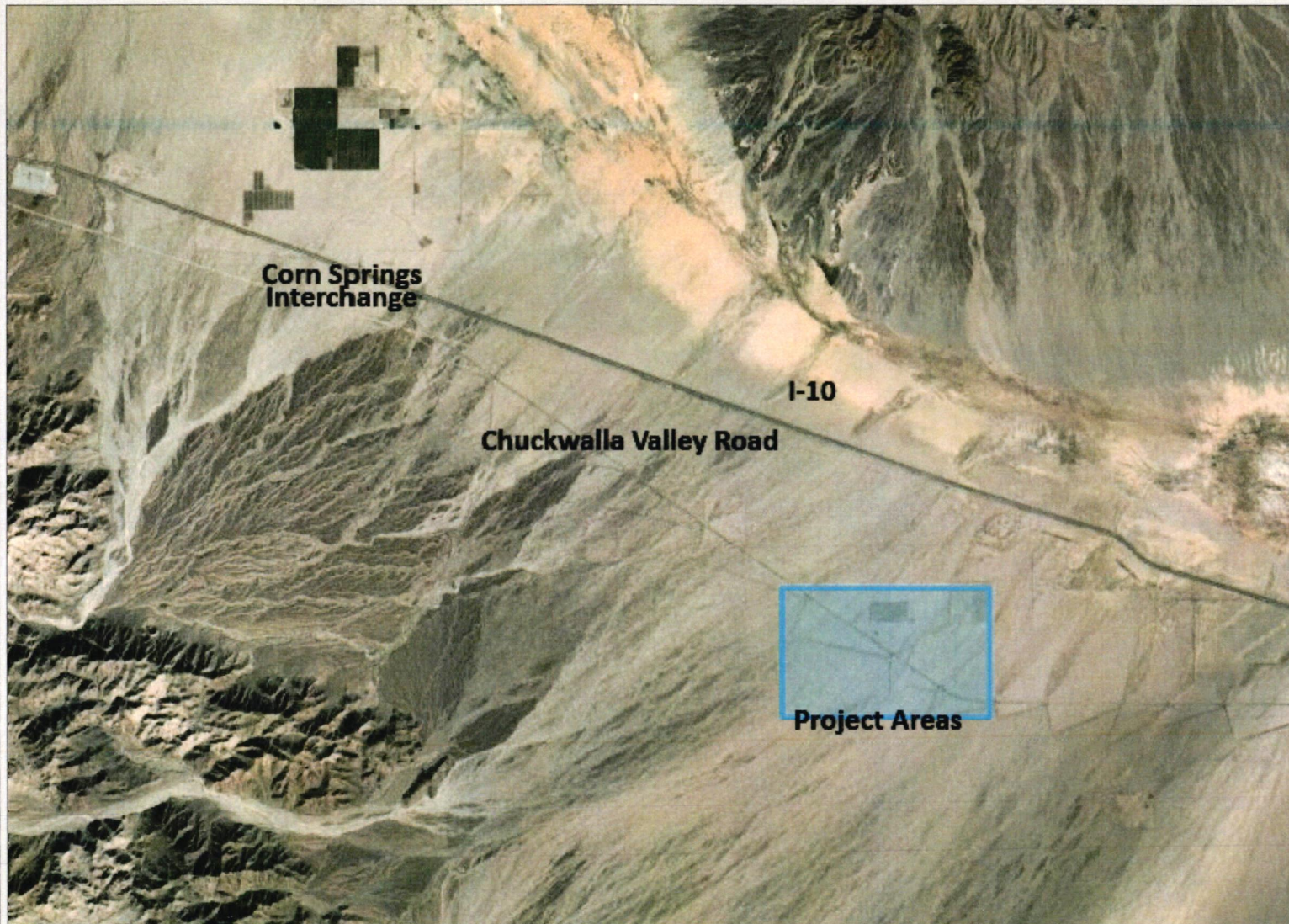
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© Riverside County GIS



# Chuckwalla Valley Road Culverts

Emergency Repairs



## Legend

- City Areas
- World Street Map



**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

## Notes

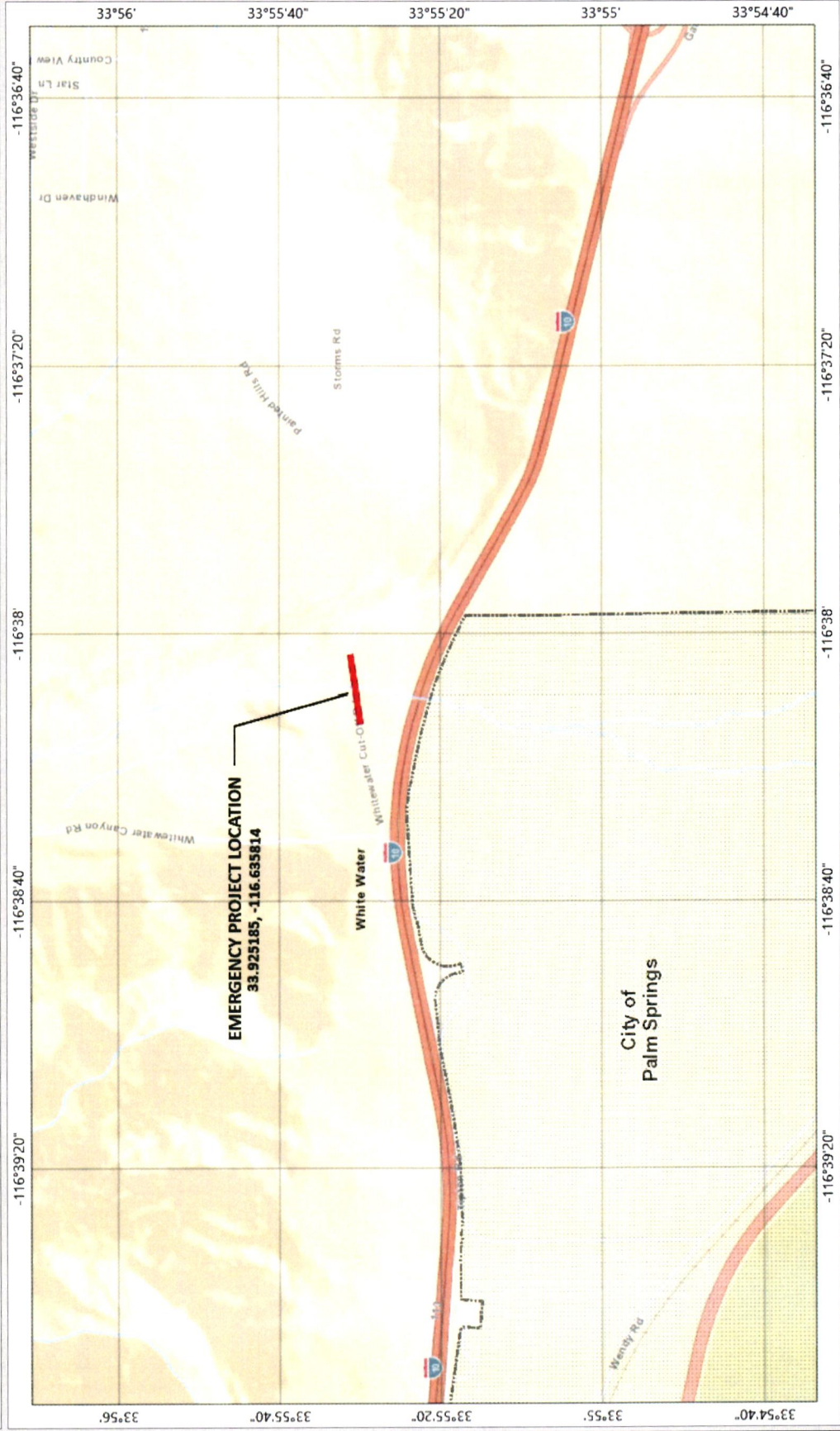
0 12,037 24,075 Feet

REPORT PRINTED ON... 9/27/2022 8:53:14 AM

© Riverside County GIS



**WHITEWATER CUTOFF BRIDGE  
EMERGENCY REPAIR**



- Legend**
- Blue Line Streams
  - City Areas
  - World Street Map

**Notes**

"IMPORTANT" Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

ACIT

0 1,505 3,009 Feet

REPORT PRINTED ON: 8/24/2022 10:29:11 AM

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State of California - Department of Fish and Wildlife  
**2022 ENVIRONMENTAL DOCUMENT FILING FEE**  
**CASH RECEIPT**  
 DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

|  |
|--|
| RECEIPT NUMBER:<br>22-396850               |
| STATE CLEARINGHOUSE NUMBER (if applicable) |

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

|   |  |                    |
|---|--|--------------------|
| LEAD AGENCY<br>COUNTY OF RIVERSIDE TRANSPORTATION | LEAD AGENCY EMAIL<br>DCOPELAND@RIVCO.ORG | DATE<br>11/03/2022 |
| COUNTY/STATE AGENCY OF FILING<br>RIVERSIDE        | DOCUMENT NUMBER<br>E-202201096           |                    |

PROJECT TITLE  
 WHITEWATER CUT-OFF EMERGENCY REPAIR GUARD RAIL SYSTEM REPLACEMENT ON THE SOUTHWEST APPROACH

|  |  |                                |
|--|--|--------------------------------|
| PROJECT APPLICANT NAME<br>COUNTY OF RIVERSIDE TRANSPORTATION | PROJECT APPLICANT EMAIL<br>DCOPELAND@RIVCO.ORG | PHONE NUMBER<br>(951) 955-3164 |
| PROJECT APPLICANT ADDRESS<br>3525 14TH ST ,                  | CITY<br>RIVERSIDE                              | STATE<br>CA                    |
|  |  | ZIP CODE<br>92501              |

PROJECT APPLICANT (Check appropriate box)

Local Public Agency     School District     Other Special District     State Agency     Private Entity

CHECK APPLICABLE FEES:

|   |            |          |
|---|------------|----------|
| <input type="checkbox"/> Environmental Impact Report (EIR)  | \$3,539.25 | \$ _____ |
| <input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)                                   | \$2,548.00 | \$ _____ |
| <input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW | \$1,203.25 | \$ _____ |
| <input checked="" type="checkbox"/> Exempt from fee   |            |          |
| <input checked="" type="checkbox"/> Notice of Exemption (attach)                                    |            |          |
| <input type="checkbox"/> CDFW No Effect Determination (attach)                                      |            |          |
| <input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy)           |            |          |

|   |          |                         |
|---|----------|-------------------------|
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00 | \$ _____                |
| <input checked="" type="checkbox"/> County documentary handling fee   |          | \$ _____ <b>\$50.00</b> |
| <input type="checkbox"/> Other  |          | \$ _____                |

PAYMENT METHOD:

Cash     Credit     Check     Other

**TOTAL RECEIVED**    \$ \_\_\_\_\_ **\$50.00**

|   |   |
|---|---|
| SIGNATURE<br><b>X</b> <i>H. Vallejo</i> | AGENCY OF FILING PRINTED NAME AND TITLE<br>Deputy |
|---|---|



Lead Agency: COUNTY OF RIVERSIDE TRANSPORTATION  
ATTN: DON COPELAND/JAN BULINSKI  
Address: 3525 14TH ST  
RIVERSIDE, CA 92501

**FILED / POSTED**

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202201096  
11/03/2022 03:39 PM Fee: \$ 50.00  
Page 1 of 3

Removed: \_\_\_\_\_ By: \_\_\_\_\_ Deputy \_\_\_\_\_  


(SPACE FOR CLERK'S USE)

## Project Title

WHITewater CUT-OFF EMERGENCY REPAIR GUARD RAIL SYSTEM REPLACEMENT  
ON THE SOUTHWEST APPROACH

## Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other:

## Notes



# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY

Mark Lancaster, P.E.  
Director of Transportation

### Transportation Department NOTICE OF EXEMPTION

Mojahed Salama, P.E.  
Deputy for Transportation/Capital Projects

August 24, 2022

**PROJECT TITLE:** Whitewater Cut-Off Emergency Repair Guard Rail System  
Replacement on the Southwest Approach  
Work Order # ZD30084C Task Code # Z1530

**PROJECT SPONSOR:** County of Riverside Transportation Department

**PROJECT LOCATION:** Community of Whitewater, west of Palm Springs, approximately 2 miles west of State Route 62, just north of the Interstate 10 Freeway.

**SUPERVISORIAL DISTRICT:** 5

**PROJECT DESCRIPTION:** The County of Riverside Transportation Department is proposing to repair Whitewater Cut-off Bridge, due to a minor accident. Work will consist of repairing the damaged concrete barrier and replace the metal guard rail at the southwest corner of the bridge. This will include replacing existing barrier support columns, barrier concrete railing, and replacing the existing metal guard rail. All work will be performed from the bridge deck and will prevent any concrete/material/debris from entering or falling into Whitewater River.

**ENVIRONMENTAL ANALYSIS:**

This project is subject to compliance with Riverside County's Coachella Valley Multi-Species Habitat Conservation Plan (CVMSHCP). In accordance with Section 7 of the Coachella Valley MSHCP, necessary operation and maintenance along existing roadways are considered a covered activity outside/inside of cell criteria area/conservation areas. This project is considered to be an operation and maintenance; therefore, it is a covered activity under the Coachella Valley MSHCP.

If tree and/or vegetation removal takes place during the migratory bird breeding season (February 1 – September 1), a preconstruction nesting survey will be conducted pursuant to the Migratory Bird Treaty Act (MBTA).

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

**Section 15301 (c) – Existing Facilities** – The project proposes to repair damaged bridge railing on Whitewater Cut-Off Bridge. The project in its entirety is consistent with Section 15301(c) because it does not create additional traffic lanes and involves no expansion of use of the existing roadway and associated facilities.

NOV 1 2022 3.18

**Section 15269 (b)– Statutory Exemption for Emergency Projects** – Emergency repair is planned in order to provide safe travel for the general public. CEQA Guidelines Section 15269, Emergency Projects, allows emergency repairs to a public facility necessary to maintain service essential to the public health, safety or welfare. The proposed activity qualifies to be statutorily exempt from CEQA under Section 15269 (b) because the activity consists of necessary repair of the existing roadway to provide service essential to public health and safety.

By: Don Copeland, Senior Transportation Planner

Signed: Jan Bulinski  
Jan Bulinski, Environmental Project Manager





**Peter Aldana**  
**Riverside County**  
**Assessor-County Clerk-Recorder**  
 2724 Gateway Drive  
 Riverside, CA 92507  
 (951) 486-7000  
 www.rivcoacr.org

**Receipt: 22-396895**

| <b>Product</b>              | <b>Name</b>                 | <b>Extended</b> |
|-----------------------------|-----------------------------|-----------------|
| FISH                        | CLERK FISH AND GAME FILINGS | \$50.00         |
|                             | # Pages                     | 3               |
|                             | Document #                  | E-202201097     |
|                             | Filing Type                 | 7               |
|                             | State Fee Prev Charged      | false           |
|                             | No Charge Clerk Fee         | false           |
| F&G Notice of Exemption Fee |                             | \$50.00         |
| <b>Total</b>                |                             | <b>\$50.00</b>  |
| Tender (On Account)         |                             | \$50.00         |
| Account#                    | TRANS                       |                 |
| Account Name                | TRANS - TRANSPORTATION DEPT |                 |
| Customer Name               | DON COPELAND/JAN BULINSKI   |                 |
| Balance                     | \$14,772.25                 |                 |
| Comment                     | 951-955-6800                |                 |



State of California - Department of Fish and Wildlife  
**2022 ENVIRONMENTAL DOCUMENT FILING FEE**  
**CASH RECEIPT**  
 DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

|  |
|--|
| RECEIPT NUMBER:<br><b>22-396895</b>        |
| STATE CLEARINGHOUSE NUMBER (if applicable) |

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

|  |  |                           |
|--|--|---------------------------|
| LEAD AGENCY<br><b>COUNTY OF RIVERSIDE TRANSPORTATION</b> | LEAD AGENCY EMAIL<br><b>DCCOPELAND@RIVCO.ORG</b> | DATE<br><b>11/03/2022</b> |
| COUNTY/STATE AGENCY OF FILING<br><b>RIVERSIDE</b>        | DOCUMENT NUMBER<br><b>E-202201097</b>            |                           |

PROJECT TITLE  
**CHUCKWALLA VALLEY ROAD CULVERTS EMERGENCY REPAIRS**

|   |  |                                       |
|---|--|---------------------------------------|
| PROJECT APPLICANT NAME<br><b>COUNTY OF RIVERSIDE TRANSPORTATION</b> | PROJECT APPLICANT EMAIL<br><b>DCCOPELAND@RIVCO.ORG</b> | PHONE NUMBER<br><b>(951) 955-6800</b> |
| PROJECT APPLICANT ADDRESS<br><b>3525 14TH ST,</b>                   | CITY<br><b>RIVERSIDE</b>                               | STATE<br><b>CA</b>                    |
|   |  | ZIP CODE<br><b>92501</b>              |

PROJECT APPLICANT (Check appropriate box)

Local Public Agency    
  School District    
  Other Special District    
  State Agency    
  Private Entity

**CHECK APPLICABLE FEES:**

- Environmental Impact Report (EIR) \$3,539.25 \$ \_\_\_\_\_
- Mitigated/Negative Declaration (MND)(ND) \$2,548.00 \$ \_\_\_\_\_
- Certified Regulatory Program (CRP) document - payment due directly to CDFW \$1,203.25 \$ \_\_\_\_\_

- Exempt from fee
  - Notice of Exemption (attach)
  - CDFW No Effect Determination (attach)
- Fee previously paid (attach previously issued cash receipt copy)

- Water Right Application or Petition Fee (State Water Resources Control Board only) \$850.00 \$ \_\_\_\_\_
- County documentary handling fee \$                      **\$50.00**
- Other \$ \_\_\_\_\_

**PAYMENT METHOD:**

- Cash    
  Credit    
  Check    
  Other
- TOTAL RECEIVED \$                      **\$50.00****

|   |  |
|---|--|
| SIGNATURE<br><b>X</b> <i>J. Vallejo</i> | AGENCY OF FILING PRINTED NAME AND TITLE<br><b>Deputy</b> |
|---|--|



Lead Agency: COUNTY OF RIVERSIDE TRANSPORTATION  
ATTN: DON COPELAND/JAN BULINSKI  
Address: 3525 14TH ST  
RIVERSIDE, CA 92501

**FILED / POSTED**

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202201097  
11/03/2022 03:52 PM Fee: \$ 50.00  
Page 1 of 3

Removed: \_\_\_\_\_ By: \_\_\_\_\_ Deputy  


(SPACE FOR CLERK'S USE)

## Project Title

CHUCKWALLA VALLEY ROAD CULVERTS EMERGENCY REPAIRS

## Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other:

## Notes



Mark Lancaster  
Director of Transportation

**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**

Mojahed Salama, P.E.  
Deputy for Transportation/Capital  
Projects

Russell Williams  
Deputy for Transportation/Planning and  
Development

**Transportation Department**  
**NOTICE OF EXEMPTION**

September 27, 2022

**PROJECT TITLE:** Chuckwalla Valley Road Culverts Emergency Repairs  
Work Order # Z4423200101F Task Code # Z1530

**PROJECT SPONSOR:** County of Riverside Transportation Department

**PROJECT LOCATION:** Chuckwalla Valley, approximately 17 miles east of Desert Center, approximately 2.5 miles south of I-10, on Chuckwalla Valley Road.

**SUPERVISORIAL DISTRICT:** 4

**PROJECT DESCRIPTION:** The County of Riverside Transportation Department is proposing to repair three bridges on Chuckwalla Valley Road in Chuckwalla Valley. Work will consist of the following:

- Abrigo Ditch (BR-S8194) – replace broken guardrails, construction and extend existing wingwall on the southeast corner by providing steel soldier beams with wooden lagging and water proofing to mitigate any further erosion/undermining behind wingwall slopes.
- Vado Ditch (BR-S8194) – replace broken guardrails.
- Segal Ditch (BR-56C0109) – minor concrete repair work, including fill in minor hairline cracks with Caltrans approved epoxy/concrete mix. Cracks are present on the faces of the stem walls under the culvert deck and at all four corners.

All work will be performed from the bridge deck and will prevent any concrete/material/debris from entering or falling into the drainages.

**ENVIRONMENTAL ANALYSIS:**

The proposed project will be constructed within existing County right of way.

If tree and/or vegetation removal takes place during the migratory bird breeding season (February 1 – September 1), a preconstruction nesting survey will be conducted pursuant to the Migratory Bird Treaty Act (MBTA).

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

3525 14<sup>th</sup> Street · Riverside, CA 92501 · (951) 955-6800  
P.O. Box 1090 · Riverside, CA 92502-1090 · FAX (951) 955-3164

NOV 1 2022 3.18

**Section 15301 (c) – Existing Facilities** – The project proposes to repair flood damaged bridge railing, extending wingwall and minor concrete repair work. The project in its entirety is consistent with Section 15301(c) because it does not create additional traffic lanes and involves no expansion of use of the existing roadway and associated facilities.

**Section 15269 (b)– Statutory Exemption for Emergency Projects** – Emergency repair is planned in order to provide safe travel for the general public. CEQA Guidelines Section 15269, Emergency Projects, allows emergency repairs to a public facility necessary to maintain service essential to the public health, safety or welfare. The proposed activity qualifies to be statutorily exempt from CEQA under Section 15269 (b) because the activity consists of necessary repair of the existing roadway to provide service essential to public health and safety.

By: Don Copeland, Senior Transportation Planner

Signed: Jan Bulinski  
Jan Bulinski, Environmental Project Manager