

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



**ITEM: 3.47
(ID # 20899)**

MEETING DATE:

Tuesday, January 24, 2023

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

Approve Addendum to the Plans and Specifications, Accept the Low Bid and Award the Contract for the Construction of the Viejo Drive Storm Drain Improvements and Gully Erosion Repair Project; District 3. [\$716,347 Total Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the plans and specifications issued prior to the November 16, 2022, bid opening;
2. Accept the low bid of Jacobsson Engineering Construction, Inc. (Jacobsson) of Palm Desert, California in the amount of \$716,347;
3. Award the contract to Jacobsson and authorize the Chair of the Board to execute the contract documents; and
4. Approve the project proposed budget as shown on Attachment "A".

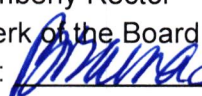
ACTION:Policy


Mark Lancaster, Director of Transportation 1/10/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: January 24, 2023
xc: Trans.

Kimberly Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 716,347	\$ 0	\$ 716,347	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:				
Gas Tax/HUTA (100%)			Budget Adjustment: No	
There are no General Funds used in this project.				
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated October 25, 2022 (Agenda Item 3.24), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the construction of storm drain improvements and repair of a deep erosion gully present on the natural slopes below 44980 Viejo Drive in the Community of East Hemet of Riverside County.

A large erosion gully has developed downslope of the rear yard of Lot 7 (44980 Viejo Drive) of Tract No. 3300 as a result of discharge from a 24-inch-diameter corrugated metal pipe (CMP) storm drain. The erosion has occurred over many years and has progressively deepened and widened during repeat cycles of stormwater discharge.

Tract No. 3300, including Lot 7 (44980 Viejo Drive), was approved for grading in 1965. There is a roughly 100-foot-high descending slope behind the lot. A drainage inlet and 24-inch CMP was installed to collect runoff from the cul-de-sac on Viejo Drive, convey it along the boundary between Lots 6 and 7, and discharge it to a lined ditch on the slope. The erosion started when the lined ditch was undermined and washed out, and since that time the CMP has discharged directly onto the slope resulting in progressively deeper erosion and the deep gully which is present today.

Mainly, the project consists of installing approximately 175-feet of 24-inch reinforced concrete pipe (RCP) to convey stormwater down slope and restoring an approximately 0.23 Acre area of the eroded gully with suitable local and imported fill material.

Additional improvements include removal and proper disposal of debris and existing on-site unsuitable material, slope regrading, placement of subdrain, placement of soil reinforcement geogrid layers to reinforce and stabilize the slope, construction of concrete manhole, construction of concrete stormwater energy dissipator, placement of rock slope protection, hydroseeding and netting on the final slope face and adjacent areas to provide protection from surface erosion.

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

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the plans and specifications. Bidders were required to acknowledge and take into account the issued addendum on their contractor's Bid in order to be considered for award.

The addendum was issued to clarify and modify the estimated quantity of one of the items of work. The addendum is attached and designated as Addendum No. 1.

The Contract includes the following schedule of work:

Base Bid Schedule: Storm Drain Improvements and Gully Erosion Repair

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

Project No. D0-0089

Impact on Residents and Businesses

The purpose of this project is to improve an existing storm drain by installing reinforced concrete pipe to convey stormwater down slope and restoring an approximately 0.23 Acre area of the eroded gully. Drainage improvements will address water flows issues and prevent further slope erosion during rain events.

The work is expected to begin in early 2023. The work will take approximately two-and-a-half months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

Construction is expected to be completed in Fiscal Year 2022/2023 and will be funded with Gas Tax/HUTA Funds.

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

There are no General Funds used in this project.

Contract History and Price Reasonableness

A total of five bids were received on Wednesday November 16, 2022 ranging from \$716,347 to \$1,002,300. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by Jacobsson in the amount of \$716,347 which is \$52,777 (6.9%) below the engineer's cost estimate.

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

The Transportation Department recommends the award of the contract to Jacobsson in the amount of \$716,347.

ATTACHMENTS:

Vicinity Map

Attachment "A"

Summary of Bids

Addendum No. 1

Contract/Bonds/Insurance

Contractor's Bid Proposal



Jason Farin, Principal Management Analyst 1/18/2023



Kristine Bell-Valdez, Supervising Deputy County Counsel 1/12/2023

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 **Jacobsson Engineering Construction, Inc.**, hereafter called "Contractor".

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Viejo Drive Storm Drain Improvements and Gully Erosion Repair, From 800-Foot East of Rim Road to 180-Foot Easterly, Community of East Hemet, Project No. D0-0089**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders. (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of **2018** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda **(One)** , (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

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

3. Prosecution, Progress and Liquidated Damages

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

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

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

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

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

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

4. Compensation

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

**Viejo Drive
Storm Drain Improvements and Gully Erosion Repair
From 800-Feet East of Rim Road to 180-Feet Easterly
Community of East Hemet
Project No. D0-0089**

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE						
1	100100	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00
4	170103	CLEARING AND GRUBBING	LS	1	30,000.00	30,000.00
5	066100	DUST ABATEMENT	LS	1	10,000.00	10,000.00
6	210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	LS	1	11,000.00	11,000.00
7	031901	REMOVE UNSUITABLE MATERIAL	CY	550	77.00	42,350.00
8	031902	FILL PLACEMENT	CY	6,000	16.00	96,000.00
9	031903	EXCAVATION	CY	1,100	14.00	15,400.00
10	198010	IMPORTED BORROW	CY	6,500	30.00	195,000.00
11	198250	GEOSYNTHETIC REINFORCEMENT [GEOGRID, BIAXIAL]	SQFT	5,760	1.05	6,048.00
12	198250	GEOSYNTHETIC REINFORCEMENT [GEOGRID, UNIAXIAL]	SQFT	11,475	1.15	13,196.25
13	210430	HYDROSEED	AC	1	10,355.00	10,355.00
14	015101	CONCRETE COLLAR (RCFC&WCDES M803)	EA	1	6,195.00	6,195.00
15	510502	MINOR CONCRETE (MINOR STRUCTURE) [RCP SLOPE ANCHOR]	EA	10	2,699.00	26,990.00
16	510502	MINOR CONCRETE (MINOR STRUCTURE) [CONCRETE PAD]	EA	1	4,849.00	4,849.00

17	650018	24" REINFORCED CONCRETE PIPE	LF	173	179.00	30,967.00
18	680902	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	170	54.00	9,180.00
19	680903	6" NON-PERFORATED PLASTIC PIPE UNDERDRAIN [OUTLET]	LF	30	73.00	2,190.00
20	702600	DOWNDRAIN ENERGY DISSIPATOR [SPPWC 384-3]	EA	1	56,719.00	56,719.00
21	017101	MANHOLE (RCFC&WCDS MH 251)	EA	1	15,029.00	15,029.00
22	720110	SMALL-ROCK SLOPE PROTECTION [CRUSHED ROCK]	CY	30	267.00	8,010.00
23	723050	ROCK SLOPE PROTECTION (1/4 T, Class V, METHOD B)	CY	7	267.00	1,869.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	100,000.00	100,000.00

PROJECT **Seven hundred sixteen thousand, three hundred forty-seven dollars and**
TOTAL: **twenty-five cents** **\$716,347.25**
ITEMS 1 – 24 "WORDS"


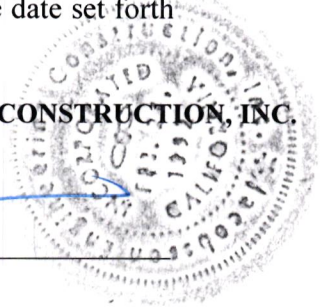
Viejo Drive
Storm Drain Improvements and Gully Erosion Repair
From 800-Foot East of Rim Road to 180-Foot Easterly
Community of East Hemet
Project No. D0-0089

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

COUNTY OF RIVERSIDE

JACOBSSON ENGINEERING CONSTRUCTION, INC.


BY: 
KEVIN JEFFRIES
Chair, Board of Supervisors

BY: 


DATED: 1/24/23

TITLE: President
(If Corporation, affix Seal)

ATTEST:
KIMBERLY A. RECTOR Clerk of the Board

ATTEST: 

BY: 
Deputy

TITLE: Office Manager

FORM APPROVED COUNTY COUNSEL
BY: 
DANIELLE D. MALAND

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

License No.: 650389

Federal Employer Identification Number:

33-0509430

Department of Industrial Relations Registration Number:

1000008233

BY _____
"County"

"Corporation"
(Seal)

Performance Bond

Recitals:

1. **Jacobsson Engineering Construction, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Viejo Drive Storm Drain Improvements and Gully Erosion Repair, From 800-Foot East of Rim Road to 180-Foot Easterly, Community of East Hemet, Project No. D0-0089.**

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 **\$716,347.25 (Seven hundred sixteen thousand, three hundred forty-seven dollars and twenty-five 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 **Jacobsson Engineering Construction, 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 **\$716,347.25 (Seven hundred sixteen thousand, three hundred forty-seven dollars and twenty-five 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 **Viejo Drive Storm Drain Improvements and Gully Erosion Repair, From 800-Feet East of Rim Road to 180-Feet Easterly, Community of East Hemet, Project No. D0-0089.**

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Performance Bond

Bond #39K006958
Premium - \$10,663.00

Recitals:

1. Jacobsson Engineering Construction, Inc. (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Viejo Drive Storm Drain Improvements and Gully Erosion Repair, From 800-Foot East of Rim Road to 180-Foot Easterly, Community of East Hemet, Project No. D0-0089.
2. The Ohio Casualty Insurance Company, a New Hampshire 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 \$716,347.25 (Seven hundred sixteen thousand, three hundred forty-seven dollars and twenty-five 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 December 7, 2022

Jacobsson Engineering Construction Inc.

The Ohio Casualty Insurance Company

By [Signature]

By [Signature]

By _____

Type Name Diane M Nielsen - Attorney in Fact

Its Attorney in Fact
"Surety"

Title President

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }

On 12-07-22 before me, Fran M. Brown, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Dan Jacobsson
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 Fran M. Brown
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 12/7/22 before me, Linda Rocha, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Diane M. Nielsen

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

Linda Rocha
Signature of Notary Public Linda Rocha



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: _____

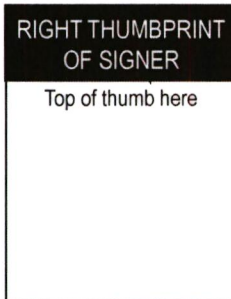
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

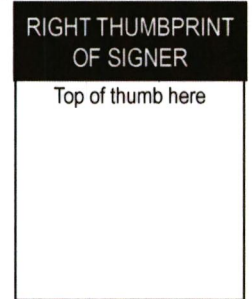
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205922-972035

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Diane M. Nielsen; Matthew S. Costello; Sal C. Sandoval

all of the city of Palm Desert state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of July, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of December, 2022.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



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

COMPANY PROFILE

Company Information

OHIO CASUALTY INSURANCE COMPANY (THE)

**175 BERKELEY STREET
BOSTON, MA 02116**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	24074
California Company ID #:	5133-4
Date Authorized in California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

[back to top](#)

NAIC Group List

NAIC Group #: **0111** LIBERTY MUT GRP

Lines Of Business

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

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

[back to top](#)

Payment Bond

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

The makers of this Bond are **Jacobsson Engineering Construction, Inc.** as Principal and Original Contractor and The Ohio Casualty Insurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$716,347.25 (Seven hundred sixteen thousand, three hundred forty-seven dollars and twenty-five 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 **Viejo Drive Storm Drain Improvements and Gully Erosion Repair, From 800-Feet East of Rim Road to 180-Feet Easterly, Community of East Hemet, Project No. D0-0089.**

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: December 7, 2022

Jacobsson Engineering Construction Inc.

Original Contractor – Principal

The Ohio Casualty Insurance Company

Surety

By [Signature]

By [Signature]

Diane M Nielsen - Attorney in Fact
Its Attorney In Fact

Title President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ 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 ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }

On 12-07-22 before me, Fran M. Brown, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Dan Jacobsson
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 Fran M. Brown
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

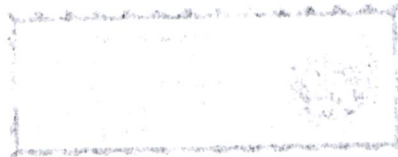
Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____



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 Riverside }

On 12/7/22 before me, Linda Rocha, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Diane M. Nielsen

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

Linda Rocha
Signature of Notary Public Linda Rocha

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: _____

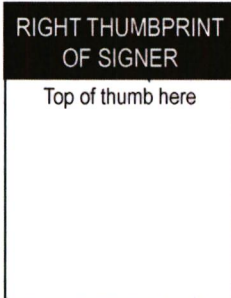
Document Date: _____ Number of Pages: _____

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: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205922-972035

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Diane M. Nielsen; Matthew S. Costello; Sal C. Sandoval

all of the city of Palm Desert state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of July, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of December, 2022.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



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

COMPANY PROFILE

Company Information

OHIO CASUALTY INSURANCE COMPANY (THE)

**175 BERKELEY STREET
BOSTON, MA 02116**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	24074
California Company ID #:	5133-4
Date Authorized in California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

[back to top](#)

NAIC Group List

NAIC Group #: **0111** LIBERTY MUT GRP

Lines Of Business

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

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

[back to top](#)



JACOENG-02

LROCHA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2022

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.

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.

PRODUCER License # 0757776
HUB International Insurance Services Inc.
75030 Gerald Ford Drive
Suite 201
Palm Desert, CA 92211

CONTACT NAME: Linda Rocha
PHONE (A/C, No, Ext): (760) 360-4700 4250
FAX (A/C, No): (760) 360-6450
E-MAIL ADDRESS: linda.rocha@hubinternational.com

Table with 2 columns: INSURER(S) AFFORDING COVERAGE and NAIC #. Rows include Middlesex Insurance Company (23434) and Everest Premier Insurance Company (16045).

INSURED
Jacobsson Engineering Construction Inc.
P O Box 14430
Palm Desert, CA 92255

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: #319 Viejo Drive Storm Drain Improvements
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 are named additional insured as required by written contract.

CERTIFICATE HOLDER CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	All locations per written contract, agreement or permit Description: All jobs performed that have a written contract, agreement, or permit
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:

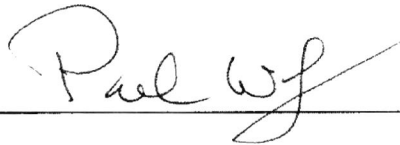
1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

Authorized Representative: _____



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	All locations and jobs performed that have a written contract, agreement, or permit

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.

Authorized Representative: 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: Jacobsson Engineering Construction Inc

Endorsement Effective Date: 11/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage

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

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

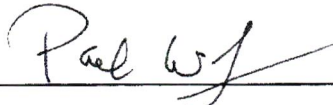
- (1) Paragraph A.1. of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph D.2. of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" 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 person or organization.

Authorized Representative: _____



POLICY NUMBER: A0183164004

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

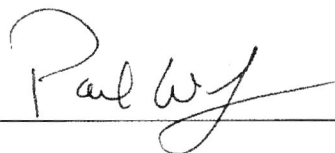
Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your 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.

Authorized Representative: _____



CG 20 01 04 13
A0183164
Middlesex Insurance Company

© Insurance Services Office, Inc., 2012

Page 1 of 1
10/28/2021

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

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

Endorsement Effective: 11/01/2022

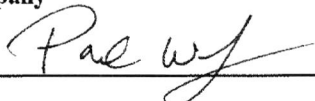
Policy No. 7600021939221

Endorsement No. 001

Insured: Jacobsson Engineering Construction, Inc.

Premium \$ INCL.

Insurance Company: Everest Premier Insurance Company

Countersigned By: 

POLICY NUMBER: A0183164005



COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE DECLARATIONS

Middlesex Insurance Company (A Participating Stock Company) A member of the Sentry Insurance Group 1800 North Point Drive Stevens Point, WI 54481	Agency HUB International Insurance Services, Inc. P O Box 5345 Riverside, CA 92517 Agency Code 10040694
---	---

POLICY INFORMATION

First Named Insured: Jacobsson Engineering Construction Inc
Address: 72310 Varner Rd
 Thousand Palms, CA 92276-3362

The Commercial Excess/Umbrella Liability Coverage provided under this policy is effective 11/01/2022 to 11/01/2023 at 12:01 A.M. Standard Time at your mailing address shown above.

LIMITS OF INSURANCE AND RETAINED LIMIT

General Aggregate Limit	\$	5,000,000
Products/Completed Operations Aggregate Limit	\$	5,000,000
Each Occurrence Limit	\$	5,000,000
Retained Limit (Each Occurrence)	\$	0

APPLICABLE FORMS AND ENDORSEMENTS

In addition to the common policy forms and endorsements, the following forms and endorsements apply to the Commercial Excess/Umbrella Liability Coverage:

Form/Endorsement Number and Edition Date	Form/Endorsement Title
EU 21 54 12 04	Exclusion - Designated Operations Caused By A Consolidated (Wrap-Up) Insurance Program
EU 70 00 12 07	Commercial Excess/Umbrella Liability Coverage
EU 70 03 09 12	California Changes - Cancellation And Nonrenewal
EU 70 17 12 04	Contractors Limitation Endorsement
EU 70 82 05 11	Total Pollution Exclusion
EU 70 89 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data Related Activity
EU 71 04 03 18	Non-Cumulation Of Limits
IL 80 05 07 16	Exclusion - Infectious Or Communicable Disease

Basis of Premium is not subject to audit.

Change effective 11/01/2022
EU 89 01 10 14

A0183164
 Middlesex Insurance Company

POLICY NUMBER: A0183164005

PREMIUMS

Annual Premium: \$42,013.00

SCHEDULE OF UNDERLYING INSURANCE

Policy, Insurer and Limits of Liability

Commercial General Liability	Middlesex Insurance Company	A0183164004
Including Products/Completed Operations Including Stop Gap (Employers Liability)		
General Aggregate Limit (Other Than Products/Completed Operations)		\$ 3,000,000
Products/Completed Operations Aggregate Limit		\$ 2,000,000
Personal and Advertising Injury Limit		\$ 1,000,000
Each Occurrence Limit		\$ 1,000,000
Employee Benefits Each Employee Limit		\$ 1,000,000
Employers Liability	Everest Premier Insurance Co	7600021939221
Bodily Injury by Accident - Each Accident		
		\$ 1,000,000
Bodily Injury by Disease - Each Employee		
		\$ 1,000,000
Bodily Injury by Disease - Policy Limit		
		\$ 1,000,000
Commercial Auto Insurance	Middlesex Insurance Company	A0183164001
Each Accident Limit		\$ 1,000,000

OPTIONAL COVERAGE ENDORSEMENTS

Exclusion - Designated Operations Caused By A Consolidated (Wrap-Up) Insurance Program

Description and Location of Operation(s):

All owner or contractor controlled insurance programs in which you were enrolled or intended to enroll

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE

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

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

The word "insured" means any person or organization qualifying as such under **Section II - Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V - Definitions**.

Section I - Coverages

Coverage E - Excess Liability

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" in excess of "underlying insurance" because of:
 - a. "Bodily injury";
 - b. "Property damage";
 - c. "Personal and advertising injury"; or
 - d. "Error or omission"to which this insurance applies.
2. This insurance applies to "bodily injury", "property damage", "personal and advertising injury" and "error or omission" only if:
 - a. Caused by an "occurrence";
 - b. The "bodily injury", "property damage", "personal and advertising injury" or "error or omission" occurs during the policy period; and
 - c. "Underlying insurance" applies.
3. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance" except:
 - a. We will have no obligation under this insurance with respect to any claim that is settled without our consent; and
 - b. With respect to any provisions to the contrary contained in this insurance.
4. We will be liable only for "ultimate net loss" resulting from any one "occurrence" in excess of:

- a. The applicable limits of liability of the "underlying insurance" as stated in the Declarations; or
 - b. The limits of "underlying insurance" that have been reduced or exhausted by payment of loss.
5. The amount we will pay for the "ultimate net loss" is limited as described in **Section III - Limits of Insurance**.
 6. We will have no other obligation or liability to pay sums or perform acts or services unless such obligation or liability is explicitly provided for under **Coverage E Defense** or **Supplementary Payments - Coverage E & U**.

B. Defense

1. When the limits of the "underlying insurance" have been used up in the payment of judgments or settlements, we will have the:
 - a. Right and duty to defend the insured against any "suit"; or
 - b. Right, at our discretion, to investigate and settle any claim to which this insurance applies.
2. When the limits of "underlying insurance" have not been used up in the payment of judgments or settlements, but the claim or "suit" is likely to involve us, we will have the right and shall be given the opportunity to associate with the insured and the insured's "underlying insurer" in the investigation or settlement of a claim or defense of a "suit".
3. We will have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. After the applicable Limit of Insurance of this Coverage Part has been used up in the payment of judgments or settlements.

C. Exclusions

This insurance does not apply to:

1. No Underlying Insurance

"Bodily injury", "property damage", "personal and advertising injury" or "error or omission" to which "underlying insurance" does not apply for any reason other than the exhaustion of "underlying insurance" limits of liability.

2. **Unscheduled Underlying Insurance**

Any injury, damage, loss, cost or expense to which "underlying insurance" applies if the injury, damage, loss, cost or expense is the subject of a separate limit of liability which is not stated in the Declarations of this Coverage Part under the schedule of "underlying insurance".

3. **Pollution**

a. "Bodily injury", "property damage", "personal and advertising injury" or "error or omission" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time. This exclusion does not apply:

(1) To "bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(2) To "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(3) To "bodily injury" to any "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business.

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damage 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".

c. This Pollution Exclusion applies whether or not:

(1) Such irritant or contaminant has any function in your business, operations, premises, site or location; or

(2) The "bodily injury", "property damage", "personal and advertising injury" or "error or omission" arises from environmental damage or pollution of the environment. This exclusion applies to all "bodily injury", "property damage", "personal and advertising injury" or "error or omission" within the scope of this exclusion, including, for example and without limitation, from exposure to "pollutants" within a residential or commercial building or from discharges of "pollutants" from "your product".

4. **Asbestos**

a. "Bodily injury", "property damage", "personal and advertising injury" or "error or omission" caused in whole or in part by the actual, alleged or threatened:

(1) Inhalation of, ingestion of or physical exposure to "asbestos";

(2) Use of "asbestos" in construction or manufacture of any goods, products or structures;

(3) Removal of "asbestos" from any goods, products or structures;

(4) Manufacture, sale, transport, storage or disposal of "asbestos"; or

(5) Discharge, dispersal, seepage, migration, release or escape of "asbestos".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "asbestos"; or

(2) 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, "asbestos".

5. **Employment-related Practices**

"Bodily injury" or "personal and advertising injury" to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

- (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph a.(1), a.(2) or a.(3) above is directed.
- c. This exclusion applies:
 - (1) Whether the injury-causing event described in Paragraphs a.(1), a.(2) or a.(3) above occurs before employment, during employment or after employment of that person;
 - (2) Whether the insured may be liable as an employer or in any other capacity; and
 - (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

6. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

7. Laws

Any liability or obligation for which the insured or the insured's "underlying insurer" may be held liable under:

- a. Workers' Compensation, disability benefits or unemployment compensation law;
- b. The Employee's Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto;
- c. Any "auto" no-fault, personal injury protection or uninsured or underinsured motorist law; or
- d. Any other similar federal, state or local law.

Coverage U - Umbrella Liability

A. Insuring Agreement

- 1. We will pay on behalf of the insured the "ultimate net loss" in excess of the Retained Limit stated in the Declarations because of "bodily injury" or "property damage" to which this insurance applies.
- 2. This insurance applies to "bodily injury" and "property damage" only if:
 - a. Caused by an "occurrence" anywhere in the world;
 - b. The "bodily injury" or "property damage" occurs during the policy period;
 - c. "Underlying insurance" does not apply; and
 - d. Prior to the policy period, no insured listed under Paragraph A.1. of **Section II - Who Is An Insured Coverage U - Umbrella Liability** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred in whole or in part. If such a listed insured or authorized "employee" knew prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- 3. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph A.1. of **Section II - Who Is An Insured Coverage U - Umbrella Liability** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- 4. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph A.1. of **Section II - Who Is An Insured Coverage U - Umbrella Liability** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

- c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- 5. The amount we pay for the "ultimate net loss" is limited as described in **Section III - Limits of Insurance**.
- 6. No other obligation or liability to pay sums or perform acts is covered unless explicitly provided for under **Coverage U Defense** or **Supplementary Payments - Coverage E & U**.

B. Defense

- 1. In the absence of "underlying insurance", we will have the:
 - a. Right and duty to defend the insured against any "suit"; or
 - b. Right, at our discretion, to investigate and settle any claim to which this insurance applies.
- 2. We will have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. After the applicable Limit of Insurance of this Coverage Part has been used up in the payment of judgments or settlements.

C. Exclusions

This insurance does not apply to:

1. Expected Or Intended

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

2. Contractual

Damages which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the insured would have in the absence of the contract or agreement.

3. Employers Liability

"Bodily injury" to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

4. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto" owned or operated by or rented or loaned to any insured within the United States (including its territories and possessions), Puerto Rico and Canada. Use includes operation and "loading and unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hire, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto" that is owned or operated by or rented or loaned to any insured.

5. Aircraft Or Watercraft

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

This exclusion does not apply to an aircraft that is:

- a. Chartered by, loaned to, or hired by you with a paid crew; and
- b. Not owned by any insured.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of an aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

6. Damage To Property

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- b. Property loaned to you;
- c. Personal property in the care, custody or control of the insured;
- d. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- e. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

7. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

8. Damage To Impaired Property Or Property Not Physically Injured

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

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

9. Recall Of Products, Work Or Impaired Property

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

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

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

10. Personal And Advertising Injury

"Personal and advertising injury".

11. Excess Liability

Any damages or expenses to which Coverage E. applies.

12. Electronic Year Recognition

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

- (a) Computer hardware, including microprocessors;
- (b) Computer application hardware;
- (c) Computer operating systems and related software;
- (d) Computer networks;
- (e) Microprocessors (computer chips) not part of any computer system; or
- (f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph a.(1) above;

due to the inability to correctly recognize, process, distinguish, interpret or accept any calendar date or time of day.

- b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph a. of this exclusion.

13. Products-Completed Operations Hazard

"Bodily injury" or "property damage" included within the "products-completed operations hazard".

14. Employee Benefits

Damages arising out of the "administration" of "employee benefits".

15. Professional Services

"Bodily injury" or "property damage" due to the rendering or failure to render any professional service, including but not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- c. Electronic data processing, computer consulting, computer programming or computer software services, advice or instruction;
- d. Supervisory, inspection or engineering services;

- e. Medical, surgical, dental, x-ray or nursing services;
- f. Any health or therapeutic service, treatment, advice or instruction;
- g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- h. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid services;
- i. Body piercing services;
- j. Services in the practice of pharmacy;
- k. Law enforcement or firefighting services; and
- l. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

16. War

"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

17. Electronic Data

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

18. Fungi Or Bacteria

- a. "Bodily injury" or "property 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.

- b. 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.

19. Racing Activities

"Bodily injury" or "property damage" arising out of the sponsorship or use of "mobile equipment", watercraft or "autos" in, or while in practice for or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

20. Pollution

- a. "Bodily injury" or "property damage", which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- b. Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2) Claims 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".

- c. This Pollution Exclusion applies whether or not:

- (1) Such irritant or contaminant has any function in your business, operations, premises, site or location; or
- (2) The "bodily injury" or "property damage" arises from environmental damage or pollution of the environment. This exclusion applies to all "bodily injury" and "property damage" within the scope of this exclusion, including, for example and without limitation, from exposure to "pollutants" within a residential or commercial building or from discharges of "pollutants" from "your product".

21. Asbestos

- a. "Bodily injury" or "property damage" caused in whole or in part by the actual, alleged or threatened:
- (1) Inhalation of, ingestion of or physical exposure to "asbestos";
 - (2) Use of "asbestos" in construction or manufacture of any goods, products or structures;
 - (3) Removal of "asbestos" from any goods, products or structures;
 - (4) Manufacture, sale, transport, storage or disposal of "asbestos"; or
 - (5) Discharge, dispersal, seepage, migration, release or escape of "asbestos".
- b. Any loss, cost or expense arising out of any:
- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "asbestos", or
 - (2) 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, "asbestos".

22. Employment-related Practices

"Bodily injury" to:

- a. A person arising out of any:
- (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph a.(1), a.(2) or a.(3) above is directed.
- c. This exclusion applies:
- (1) Whether the injury-causing event described in Paragraphs a.(1), a.(2) or a.(3) above occurs before employment, during employment or after employment of that person:

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

23. Laws

Any liability or obligation for which the insured may be held liable under:

- a. Workers' Compensation, disability benefits or unemployment compensation law;
- b. The Employee's Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto;
- c. Any "auto" no-fault, personal injury protection or uninsured or underinsured motorist law;
- d. Recording and distribution of material or information in violation of:
 - (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
 - (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending or transmitting, communicating, or distribution of material or information;
 - (4) The Fair Credit Reporting Act (FCRA), including any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
 - (5) The Fair Debt Collection Practices Act (FDCPA), including any amendment of or addition to such law; or
 - (6) Any federal, state or local statute, ordinance or regulation other than TCPA, CAN-SPAM Act of 2003, FCRA or FDCPA 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; or
- e. Any other similar federal, state or local law.

24. Terrorism

"Bodily injury" or "property damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

25. Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, 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 effect of "silica" or "silica-related dust", by any insured or by any other person or entity.

26. Nuclear Energy

- a. To "bodily injury" or "property damage";
 - (1) With respect to which an insured under **Coverage U** is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors or would be insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" with respect to which:
 - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) 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.
- b. To "bodily injury" or "property damage" resulting from "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 an insured; or
 - (b) Has been discharged or dispersed there from.
- (2) The "nuclear material" is contained in "spent fuel" or "waste material" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
- (3) The "bodily injury" or "property damage" arises 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 (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

Supplementary Payments - Coverage E & U

1. When we have the duty to defend, we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$300 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".
3. These payments will not reduce the limits of insurance.
4. Under **Coverage U**, these payments are not subject to the Retained Limit stated in the Declarations.

Section II - Who Is An Insured

The following persons or organizations are insureds under this Coverage Part.

Coverage E - Excess Liability

- A. The Named insured shown in the Declarations; and
- B. Any person or organization who is an insured or an additional insured in the "underlying insurance", but only to the extent the "underlying insurance" applies. If coverage provided to an additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the lesser of the amount payable under **Section III - Limits of Insurance** or the amount of insurance required by the contract or agreement, less any amount payable by "underlying insurance".

Coverage U - Umbrella Liability

- A. Except for liability arising out of the ownership, maintenance or use of an "auto":
 1. If you are designated in the Declarations as:
 - a. An Individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A Partnership or Joint Venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A Limited Liability Company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a Partnership, Joint Venture or Limited Liability Company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, your "employees", other than either your "executive officers" (if you are an organization other than a Partnership, Joint Venture or Limited Liability Company) or your managers (if you are a Limited Liability Company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are an insured for:

(1) "Bodily injury":

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

(2) "Property damage" to property:

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

You, any of your "employees", "volunteer workers", any partner or member (if you are a Partnership or Joint Venture), or any member (if you are a Limited Liability Company).

- b. Any person (other than your "employees" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a Partnership, Joint Venture or Limited Liability Company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to the organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- B. Only with respect to liability arising out of the ownership, maintenance or use of an "auto":
- 1. You are an insured.
 - 2. Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:
 - a. The owner or anyone else from whom you hire or borrow an "auto". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.
 - b. Your "employee" if the "auto" is owned by that "employee" or a member of his or her household.
 - c. Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - d. Anyone other than your "employees", partners (if you are a Partnership) or a member (if you are a Limited Liability Company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - e. A partner (if you are a Partnership), or a member (if you are a Limited Liability Company) for an "auto" owned by him or her or a member of his or her family.

- f. "Employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.
3. Anyone liable for the conduct of an insured described in Paragraphs B.1. and 2. above is also an insured, but only to the extent of that liability.

No person or organization is an insured with respect to the conduct of any current or past Partnership, Joint Venture or Limited Liability Company that is not shown as a Named Insured in the Declarations.

Section III - Limits Of Insurance

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay under **Coverages E and U** combined, regardless of the number of:
- 1. Insureds;
 - 2. Coverage provided by this Coverage Part;
 - 3. Claims made, "suits" brought, or number of vehicles or watercraft involved; or
 - 4. Persons or organizations making claims or bringing "suits".
- B. The General Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under **Coverages E and U**, except "ultimate net loss" because of "bodily injury" or "property damage":
- 1. Arising out of the ownership, maintenance, use, "loading or unloading" or entrustment to others of an "auto"; or
 - 2. Included in the "products-completed operations hazard".
- C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under **Coverage E** because of "bodily injury" or "property damage" included in the "products-completed operations hazard".
- D. Subject to Paragraph B. or Paragraph C. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under **Coverages E and U** because of all damages arising out of any one "occurrence".

The Aggregate Limits, as described in Paragraphs B. and C. above, apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining Limits of Insurance.

Section IV - Conditions

We have no duty to provide coverage under this Coverage Part unless you and any other insured have fully complied with the Conditions contained in this Coverage Part.

A. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the available limit of "underlying insurance" or the retained limit stated in the Declarations, we may do so at our own expense. We will be liable for taxable costs, interest and disbursements. Such appeal does not increase the Limits of Insurance.

B. Bankruptcy

1. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Bankruptcy of Underlying Insurer

Bankruptcy of the "underlying insurer" will not relieve us of our obligations under Coverage E. however, this insurance will apply as if the "underlying insurance" were in full effect.

C. Duties In The Event Of Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence", regardless of the amount, which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence".

2. If a claim is made or "suit" is brought against any insured, you must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

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

3. You and any other involved insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, without our consent.

D. Expanded Coverage Territory

1. If a "suit" to which this insurance applies is brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada, we will have the right but not the duty to defend the insured against such "suit".

In any such case in which we elect not to defend, the insured will at our option and under our supervision:

- a. Make or cause to be made such investigation and defense as are reasonably necessary; and
- b. To the extent possible, effect such settlement or settlements as we shall deem proper.

We will reimburse the insured, under **Supplementary Payments - Coverage E & U** for the reasonable cost of such investigation and defense and, within the limits of liability, for the amounts of such authorized settlement.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under **Supplementary Payments - Coverages E & U** will be made in U.S. currency at the prevailing exchange rate at the time the expenses are incurred.

3. Any disputes between you and us as to whether there is coverage under this Coverage Part must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

E. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

F. Loss Payable

We will have no liability under **Coverage E** unless and until the insured's "underlying insurer" has become obligated to pay the underlying limit. We will have no liability under **Coverage U** unless and until the insured has become obligated to pay the retained limit. Such obligation to pay part of the "ultimate net loss" shall have been previously determined by a final settlement or judgment after an actual trial or written agreement between the insured, claimant and us. The first Named Insured shown in the Declarations will promptly reimburse us for any damages we pay which are within the Retained Limit stated in the Declarations.

G. Maintenance Of Underlying Insurance - Coverage E

You shall maintain in full force and effect during the term of this Coverage Part all "underlying insurance" stated in the Declarations. In the event you fail to do so:

1. **Coverage E** will apply only to the extent that it would have been applied if the "underlying insurance" had been maintained as specified; and
2. **Coverage U** will not fill the "underlying insurance" gap created by your failure to maintain **Coverage E** "underlying insurance".

Failure to reinstate any aggregate limit reduced or exhausted solely by "occurrences" which take place during the term of this Coverage Part shall not be interpreted as failure to maintain the "underlying insurance" in force.

H. Other Insurance

1. This insurance is excess over, and shall not contribute with, any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against those other insurers.

2. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - b. The total of all deductible and self-insured amounts under all that other insurance.

I. Premium Audit

1. We will compute all premiums for the Coverage Part in accordance with our rules and rates.
2. The premium for this Coverage Part is designated in the Declarations as an Advance Premium or a Flat Charge Premium.
 - a. An Advance Premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
 - b. A Flat Charge Premium is not subject to audit or adjustment.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

J. Representations Or Fraud

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us;
3. We have issued this policy in reliance upon your representations; and
4. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

K. Separation Of Insureds

Except with respect to 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 claim is made or "suit" is brought.

L. Coverage E - Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

M. Transfer Of Rights Of Recovery Against Others To Us

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

Any amounts recovered shall be apportioned in reverse order to payment, as follows:

1. The payer of any amount over and above our payment shall first be reimbursed;
2. We shall be reimbursed for the amount paid hereunder; and
3. Lastly any remainder shall be applied to the interests of those to whom this coverage is excess.

Each concerned interest will share expenses of recovery in proportion to the amounts recovered.

N. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

O. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or any affiliated company to apply:

1. As "underlying insurance"; or
2. Specifically as excess insurance over this Coverage Form or policy.

Section V - Definitions

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefits";
- b. Interpreting "employee benefits";
- c. Handling of records in connection with the "employee benefits"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in "employee benefits"

by you or a person or organization authorized by you to perform such acts.

However, "administration" does not include handling payroll deductions.

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

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

3. "Asbestos" means not only the natural fibrous mineral forms of impure magnesium silicate, but also any material, goods, product or structure of which it is a part.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

6. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electromagnetically controlled equipment.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker"
However, with respect to "employee benefits" to which:
 - a. Coverage E may apply, "employee" does not include a "leased worker" or a "temporary worker".
 - b. Coverage U does not apply, "employee" means a person actively employed, formerly employed, on leave of absence, disabled or retired. "Employee" includes a "leased worker" or a "temporary worker".
8. "Employee benefits" means:
 - a. Insurance programs for:
 - (1) Group life;
 - (2) Group accident and health;
 - (3) Dental, vision and hearing plans;
 - (4) Flexible Spending Accounts;
 - (5) Social Security and disability benefits;
 - (6) Workers Compensation; and
 - (7) Unemployment.
 - b. Group plans for:
 - (1) Profit sharing;
 - (2) Pension;
 - (3) Employee stock subscription;
 - (4) Employee savings plans; and
 - (5) Employee stock ownership plans.
 - c. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family and civil leave, tuition assistance plans; transportation and health club subsidiaries; and
 - d. Other similar employee benefits identified by separate endorsement.
9. "Error or omission" means an act negligently committed in:
 - a. The "administration" of your "employee benefits"; or
 - b. Providing printing and graphic arts services or any other business service specifically identified in the Declarations of this Coverage Part under the schedule of "underlying insurance".
10. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
11. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi".
12. "Hazardous properties" includes radioactive, toxic or explosive properties.
13. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
14. "Impaired property" means tangible property, other than "your products" or "your work" that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement.
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
15. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
16. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
 but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck that is not attached to the aircraft, watercraft or "auto".
17. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraphs a., b., c. or d. above maintained primarily for purposes other than the transportation of person or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos";

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

- 18. "Nuclear facility" means:
 - a. Any "nuclear reactor"

- 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 "waste material";
- 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 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 material";

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.

- 19. "Nuclear material" means "source material", "special nuclear material" or "by-products 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.
- 20. "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
- 21. "Occurrence" means:
 - a. With respect to "bodily injury" and "property damage", an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
 - b. With respect to "personal and advertising injury", an offense; and
 - c. With respect to "error or omission", a negligent act.
- 22. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement" or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
23. "Pollutants" means any solid, liquid, gaseous, bacterial, viral, electromagnetic or thermal irritant or contaminant, including but not limited to, smoke, vapor, soot, acids, alkalis, harmful or toxic chemicals, fuels, motor oil, petroleum products, cleaning solvents, dry cleaning fluids, brake fluids, transmission fluid, antifreeze, exhaust gases, lead, lead paint, carbon monoxide, sewage, ink, toner, waste and fumes, including but not limited to welding fumes, paint fumes and glue fumes.

Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

A substance does not lose its character of being a "pollutant" by virtue of having a useful function.

24. "Products-completed operations hazard"
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification on the Declarations of a policy of "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

25. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" includes all forms of radioactive contamination of property.

For the purposes of this insurance, "electronic data" is not tangible property.

- 26. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 27. "Silica-related dust" means a mixture or combination of silica and other dust or particles.
- 28. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- 29. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury" or "errors and omissions" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.

30. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
31. "Terrorism" means activities against persons, organizations, or property of any nature:
- a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence;
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
32. "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 settlement or judgments or any arbitration or other alternative dispute method entered into with our consent.
33. "Underlying insurance" means any policies of insurance listed in the Declarations under the schedule of "underlying insurance". "Underlying insurance" that would apply but for the exhaustion of its Limit of Insurance is still considered to be applicable "underlying insurance".
34. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the schedule of "underlying insurance".
35. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
36. "Waste material" means any waste material:
- a. Containing "by-product material" other than the tailings or wastes 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 under the first two paragraphs of the definition of "nuclear facility".
37. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
38. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work" and
 - (2) The providing of or failure to provide warnings or instructions.

- 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

MIDDLESEX INSURANCE COMPANY
1800 NORTH POINT DR
STEVENS POINT, WI 54481-1283
800-473-6879

Old Company Names

MIDDLESEX MUT INS CO

Effective Date

09/16/1974

Agent For Service

AMANDA GARCIA
330 N Brand Blvd Ste 700
Glendale CA 91203

Reference Information

NAIC #:	23434
California Company ID #:	1945-5
Date Authorized in California:	11/29/1968
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WISCONSIN

[back to top](#)
NAIC Group List

NAIC Group #: **0169** SENTRY INS GRP

Lines Of Business

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

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

[back to top](#)

- 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

EVEREST PREMIER INSURANCE COMPANY

**100 EVEREST WAY
WARREN, NJ 07059**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	16045
California Company ID #:	6135-8
Date Authorized in California:	11/27/2017
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

[back to top](#)

NAIC Group List

NAIC Group #: **1120** EVEREST REINS HOLDINGS GRP

Lines Of Business

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

- AUTOMOBILE
- LIABILITY
- MISCELLANEOUS
- WORKERS' COMPENSATION

[back to top](#)

Bid

Date: 11/16/22

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

Bidder: Jacobsson Engineering Construction, Inc.
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of **Viejo Drive Storm Drain Improvements and Gully Erosion Repair, From 800-Foot East of Rim Road to 180-Foot Easterly, Community of East Hemet, Project No. D0-0089** hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** 1 (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

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

Viejo Drive
Storm Drain Improvements and Gully Erosion Repair
From 800-Feet East of Rim Road to 180-Feet Easterly
Community of East Hemet
Project No. D0-0089

ISSUED BY ADDENDUM No. 1
ATTACHMENT "A"

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
----------	-----------	------	------	--------------------	-------------------------	--------------------

BASE BID SCHEDULE - Storm Drain Improvements and Gully Erosion Repair

1	100100	DEVELOP WATER SUPPLY	LS	1	10,000.-	10,000.-
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.-	10,000.-
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.-	5,000.-
4	170103	CLEARING AND GRUBBING	LS	1	30,000.-	30,000.-
5	066100	DUST ABATEMENT	LS	1	10,000.-	10,000.-
6	210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	LS	1	11,000.-	11,000.-
7	031901	REMOVE UNSUITABLE MATERIAL	CY	550	77.-	42,350.-
8	031902	FILL PLACEMENT	CY	6,000	16.-	96,000.-
9	031903	EXCAVATION	CY	1,100	14.-	15,400.-
10	198010	IMPORTED BORROW	CY	6,500	30.-	195,000
11	198250	GEOSYNTHETIC REINFORCEMENT [GEOGRID, BIAXIAL]	SQFT	5,760	1.05	6,048.-
12	198250	GEOSYNTHETIC REINFORCEMENT [GEOGRID, UNIAXIAL]	SQFT	11,475	1.15	13,196.25
13	210430	HYDROSEED	AC	1	10,355.-	10,355.-
14	015101	CONCRETE COLLAR (RCFC&WCDES M803)	EA	1	6,195.-	6,195.-
15	510502	MINOR CONCRETE (MINOR STRUCTURE) [RCP SLOPE ANCHOR]	EA	10	2,699.-	26,990.-
16	510502	MINOR CONCRETE (MINOR STRUCTURE) [CONCRETE PAD]	EA	1	4,849.-	4,849.-
17	650018	24" REINFORCED CONCRETE PIPE	LF	173	179.-	30,967.-
18	680902	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	170	54.-	9,180.-

REVISED PROPOSAL

ISSUED BY ADDENDUM No. 1
ATTACHMENT "A"

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Storm Drain Improvements and Gully Erosion Repair (continued)						
19	680903	6" NON-PERFORATED PLASTIC PIPE UNDERDRAIN [OUTLET]	LF	30	73.-	2190.-
20	702600	DOWNDRAIN ENERGY DISSIPATOR [SPPWC 384-3]	EA	1	56,719.-	56,719.-
21	017101	MANHOLE (RCFC&WCDS MH 251)	EA	1	15,029.-	15,029.-
22	720110	SMALL-ROCK SLOPE PROTECTION [CRUSHED ROCK]	CY	30	267.-	8,010.-
23	723050	ROCK SLOPE PROTECTION (1/4 T, Class V, METHOD B)	CY	7	267.-	1,869.-
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	100,000.00	100,000.00

PROJECT TOTAL: Seven hundred sixteen thousand three hundred forty seven dollars \$ 716,347.25
ITEMS 1 - 24 "WORDS" and twenty-five cents

Bidder Data and Signature

Name of Bidder: Jacobsson Engineering Construction, Inc.

Type of organization: Corporation

Person(s) authorized to sign for Bidder: Dan Jacobsson - President, Natalie Jacobsson - Secretary, Erik Jacobsson - Treasurer

Note:

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

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

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

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

Business Street Address: 72310 Varner Road
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Thousand Palms, CA 92276

P.O. Box- Number: P.O. Box 14430

P.O. Box- City, State, Zip Code: Palm Desert, CA 92255

Phone: (760) 345-8700

Facsimile: (760) 345-8799

E-mail: erik@jacobssoninc.com

Contractor's license number: 650389

License Classification(s): A B

Expiration date: 07/31/2024

Department of Industrial Relations Registration Number: 1000008233

Bidder Data and Signature (continued)

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

**Viejo Drive
Storm Drain Improvements and Gully Erosion Repair
From 800-Feet East of Rim Road to 180-Feet Easterly
Community of East Hemet
Project No. D0-0089**

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

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

Signature: 

Name (printed): Erik Jacobsson

Title: Treasurer
"Contractor"



Subcontractor List

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

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

Name of Bidder (Prime/General Contractor): Jacobsson Engineering Construction, Inc.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	AMBER STEEL	268566	100000630	3125 WILLOW RIVER, CA.	Portion of 20	<input checked="" 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: 3 %

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

Non-Collusion Declaration

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

The undersigned declares:

I am the Treasurer (Title) of Jacobsson Engineering Construction, Inc. (Company),
the party making the foregoing bid.

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

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

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

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

November (Month) 16 (Day) of 2022 (Year),

at Thousand Palms (City), California (State).

Signature of Declarant: _____



Printed name of Declarant: Erik Jacobsson

Name of Bidder (Company): Jacobsson Engineering Construction, Inc.

Title or Office: Treasurer

Note: Notarization of signature required.

Check box if attachment is included.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }

On 11-16-22 before me, Fran M. Brown, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Erik Jacobsson
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 Fran M. Brown
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____



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

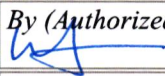
Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of **\$1,000,000 or more**, a Contractor must either:

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

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

Option #1 – Certification

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

<i>Contractor Name/Financial Institution (Printed)</i> Jacobsson Engineering Construction, Inc.		<i>Federal ID Number (or n/a)</i> 33-0509430
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Erik Jacobsson, Treasurer		
<i>Date Executed</i> 11/16/22	<i>Executed in</i> Thousand Palms	

Option #2 – Exemption

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

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

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

Bid Bond

Recitals:

1. Jacobsson Engineering Construction Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Viejo Drive Storm Drain Improvements and Gully Erosion Repair, From 800-Feet East of Rim Road to 180-Feet Easterly, Community of East Hemet, Project No. D0-0089** in accordance with a Notice Inviting Bids from the County.
2. The Ohio Casualty Insurance Company a New Hampshire corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

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

Dated: November 10, 2022

Signatures:

The Ohio Casualty Insurance Company

Jacobsson Engineering Construction Inc.

By: *Diane M Nielsen*

By: *[Signature]*

Title: Attorney in Fact
"Surety"

Title: President
"Contractor"

STATE OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

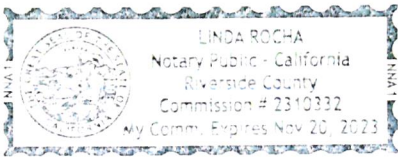
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Riverside }

On 11/10/22 before me, Linda Rocha, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Diane M. Nielsen
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 Linda Rocha
Signature of Notary Public Linda Rocha

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 ACKNOWLEDGMENT

CIVIL CODE § 1189

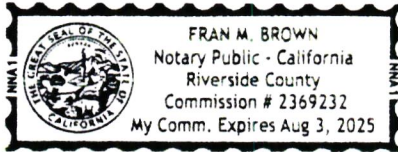
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

On 11-14-22 before me, Fran M. Brown, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Dan Jacobsson
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 and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205922-972035

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Diane M. Nielsen, Matthew S. Costello, Sal C. Sandoval

all of the city of Palm Desert state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of July, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 9th day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of November, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

COPY



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

COMPANY PROFILE

Company Information

OHIO CASUALTY INSURANCE COMPANY (THE)

**175 BERKELEY STREET
BOSTON, MA 02116**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	24074
California Company ID #:	5133-4
Date Authorized in California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

[back to top](#)

NAIC Group List

NAIC Group #: **0111** LIBERTY MUT GRP

Lines Of Business

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

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

[back to top](#)



Mark Lancaster, P.E.
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

ADDENDUM NUMBER 1

Dated November 10, 2022

to the
Specifications and Contract Documents
for the construction of

Viejo Drive
Storm Drain Improvements and Gully Erosion Repair
From 800-Foot East of Rim Road to 180-Foot Easterly
Community of East Hemet
Project No. D0-0089

Bids Due: Wednesday, November 16, 2022; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Revised Proposal. Refer to "Proposal" pages B2-B3. Delete and replace "Proposal" (pages B2 and B3) with "Proposal (Revised)" attached herewith as **Attachment "A"**. The following changes have been made to the Proposal:

Note: Revisions made to the proposal are written with blue font / blue numbers in Attachment "A".

- a. Estimated Quantity has been revised for the following bid item:
Item 22, SMALL-ROCK SLOPE PROTECTION [CRUSHED ROCK]

ATTACHMENTS

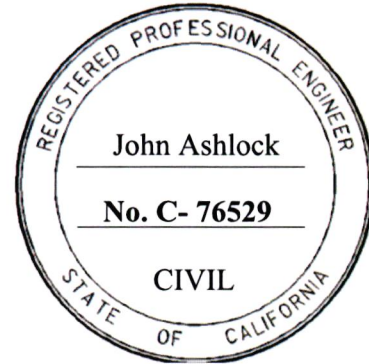
A – Revised Proposal (2 pages)

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

Recommended by:



John Ashlock, PE
Engineering Project Manager



Concurrence:

 for

Khalid Nasim, PE
Engineering Division Manager

Acknowledged:



(Contractor)

Date:

11/16/2022

JRJ: jrj:rr

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

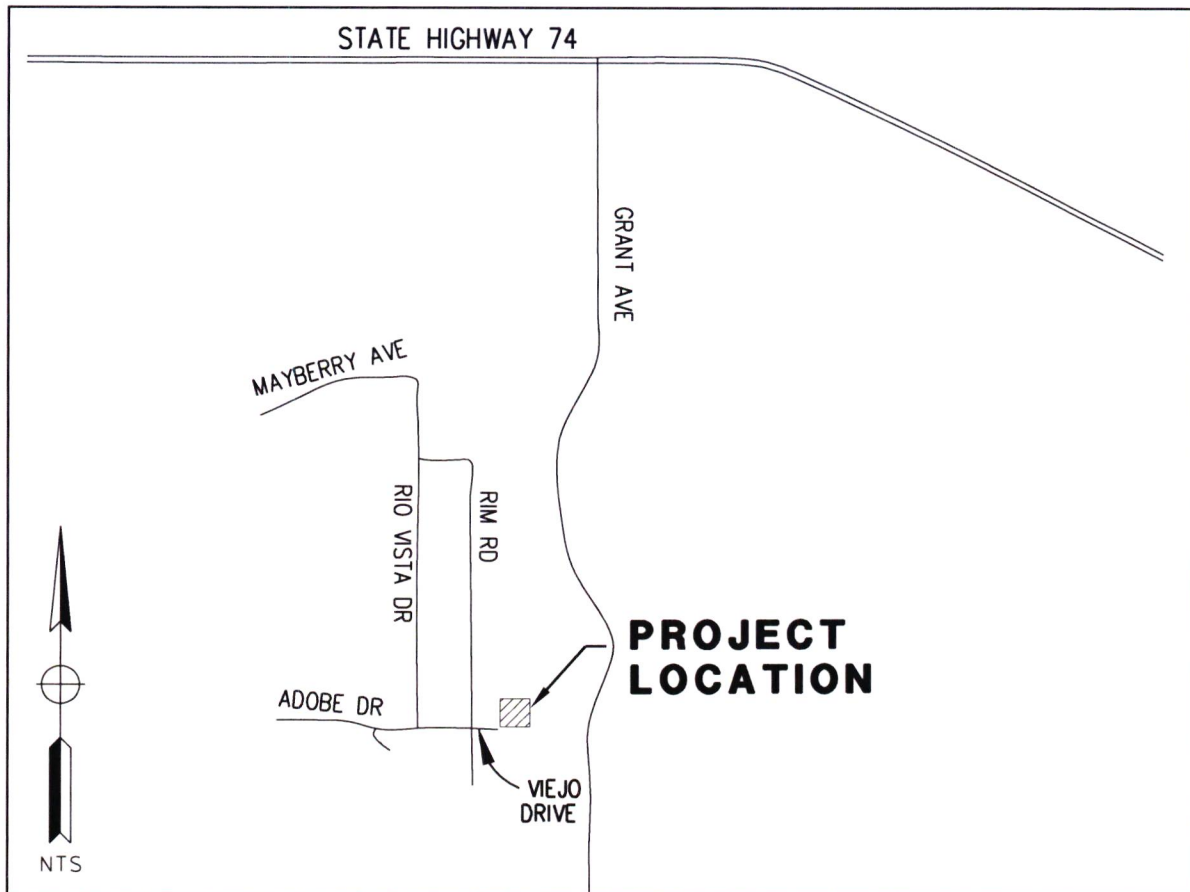
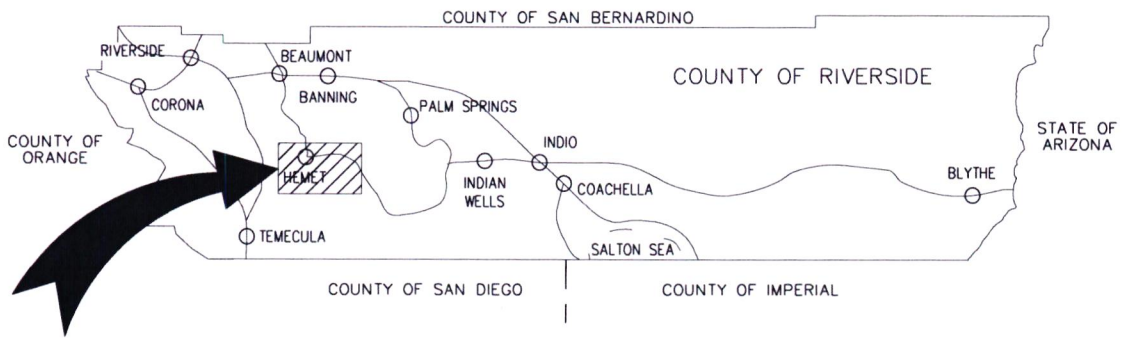
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

VIEJO DRIVE

**STORM DRAIN IMPROVEMENTS AND GULLY EROSION REPAIR
FROM 800-FEET EAST OF RIM ROAD TO 180-FEET EASTERLY**

COMMUNITY OF EAST HEMET

PROJECT No. D0-0089



VICINITY MAP

Attachment "A"

Riverside County Transportation Department

Project: **VIEJO DR/BRENNAN PROPERTY
STORM DRAIN**

Project No.(s): **D0-0089**

Expenses as of: **12/8/2022**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	59,445		60,000	58,000	60,000
Environmental	41,227	5,000	47,000	33,000	47,000
Design	280,351	10,000	291,000	310,000	291,000
Right-of-way	106,599	10,000	117,000	150,000	117,000
Utilities					
Construction		716,347	788,000	800,000	788,000
Construction Contingency 10.0%		71,635			788,000
Construction Engineering & Inspection	1,595	142,000	144,000	110,000	144,000
Construction Survey		36,000	36,000	50,000	36,000
Totals:	489,218	990,982	1,483,000	1,511,000	1,483,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
221	Gas Tax / HUTA	1,511,000	1,483,000
Totals		1,511,000	1,483,000

Comments

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Viejo Drive
Storm Drain Improvements and Gully Erosion Repair
From 800-Foot East of Rim Road to 180-Foot Easterly
Community of East Hemet
Project No. D0-0089**

Advertised: October 25, 2022 (Agenda Item: 3.24)
Addenda: 1 (11/10/2022)
Bids Open: 2 pm Date: Wednesday, November 16, 2022

Company Name	BASE BID SCHEDULE Storm Drain Improvements and Gully Erosion Repair	Project Total
COUNTY'S ESTIMATE	\$769,123.75	\$769,123.75
1 Jacobsson Engineering Const., Inc.	\$716,347.25	\$716,347.25
2 Bert W. Salas, Inc.	\$844,015.00	\$844,015.00
3 Wright Construction Engineering Corp	\$953,278.00	\$953,278.00
4 Rehak General Engineering	\$953,468.00	\$953,468.00
5 Beador Construction Company, Inc.	\$1,002,300.00	\$1,002,300.00
<i>Average Bid Prices</i>	\$893,881.65	\$893,881.65

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Viejo Drive
Storm Drain Improvements and Gully Erosion Repair
From 800-Foot East of Rim Road to 180-Foot Easterly
Community of East Hemet
Project No. D0-0089**

Advertised: October 25, 2022 (Agenda Item: 3.24)

Addenda: 1 (11/10/2022)

Bids Open: 2 pm Date: Wednesday, November 16, 2022

BASE BID SCHEDULE - Storm Drain Improvements and Gully Erosion Repair					COUNTY'S ESTIMATE		1 Jacobsson Engineering Const., Inc. Palm Desert, CA 92255	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
4	170103	CLEARING AND GRUBBING	LS	1	30,000.00	30,000.00	30,000.00	30,000.00
5	066100	DUST ABATEMENT	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
6	210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	LS	1	20,000.00	20,000.00	11,000.00	11,000.00
7	031901	REMOVE UNSUITABLE MATERIAL	CY	550	35.00	19,250.00	77.00	42,350.00
8	031902	FILL PLACEMENT	CY	6,000	25.00	150,000.00	16.00	96,000.00
9	031903	EXCAVATION	CY	1,100	80.00	88,000.00	14.00	15,400.00
10	198010	IMPORTED BORROW	CY	6,500	32.00	208,000.00	30.00	195,000.00
11	198250	GEOSYNTHETIC REINFORCEMENT [GEOGRID, BIAXIAL]	SQFT	5,760	0.50	2,880.00	1.05	6,048.00
12	198250	GEOSYNTHETIC REINFORCEMENT [GEOGRID, UNIAXIAL]	SQFT	11,475	1.25	14,343.75	1.15	13,196.25
13	210430	HYDROSEED	AC	1	10,000.00	10,000.00	10,355.00	10,355.00
14	015101	CONCRETE COLLAR (RCFC&WCDES M803)	EA	1	1,500.00	1,500.00	6,195.00	6,195.00
15	510502	MINOR CONCRETE (MINOR STRUCTURE) [RCP SLOPE ANCHOR]	EA	10	1,000.00	10,000.00	2,699.00	26,990.00
16	510502	MINOR CONCRETE (MINOR STRUCTURE) [CONCRETE PAD]	EA	1	1,000.00	1,000.00	4,849.00	4,849.00
17	650018	24" REINFORCED CONCRETE PIPE	LF	173	250.00	43,250.00	179.00	30,967.00
18	680902	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	170	50.00	8,500.00	54.00	9,180.00
19	680903	6" NON-PERFORATED PLASTIC PIPE UNDERDRAIN [OUTLET]	LF	30	50.00	1,500.00	73.00	2,190.00
20	702600	DOWNDRAIN ENERGY DISSIPATOR [SPPWC 384-3]	EA	1	15,000.00	15,000.00	56,719.00	56,719.00
21	017101	MANHOLE (RCFC&WCDS MH 251)	EA	1	6,500.00	6,500.00	15,029.00	15,029.00
22	720110	SMALL-ROCK SLOPE PROTECTION [CRUSHED ROCK]	CY	30	100.00	3,000.00	267.00	8,010.00
23	723050	ROCK SLOPE PROTECTION (1/4 T, Class V, METHOD B)	CY	7	200.00	1,400.00	267.00	1,869.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
		PROJECT TOTAL ITEMS 1 - 24				769,123.75		716,347.25

Riverside County Transportation Department
Summary of Bids

PROJECT: Viejo Drive
Storm Drain Improvements and Gully Erosion Repair
From 800-Feet East of Rim Road to 180-Feet Easterly
Community of East Hemet
Project No. D0-0089

Advertised: October 25, 2022 (Agenda Item: 3.24)

Addenda: 1 (11/10/2022)

Bids Open: 2 pm Date: Wednesday, November 16, 2022

BASE BID SCHEDULE - Storm Drain Improvements and Gully Erosion Repair					2 Bert W. Salas, Inc. Lakeside, CA 92040		3 Wright Construction Engineering Corp San Marcos, CA 92069	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
4	170103	CLEARING AND GRUBBING	LS	1	30,000.00	30,000.00	30,000.00	30,000.00
5	066100	DUST ABATEMENT	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
6	210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	LS	1	16,500.00	16,500.00	26,000.00	26,000.00
7	031901	REMOVE UNSUITABLE MATERIAL	CY	550	65.00	35,750.00	95.00	52,250.00
8	031902	FILL PLACEMENT	CY	6,000	22.00	132,000.00	22.00	132,000.00
9	031903	EXCAVATION	CY	1,100	20.00	22,000.00	35.00	38,500.00
10	198010	IMPORTED BORROW	CY	6,500	38.00	247,000.00	52.50	341,250.00
11	198250	GEOSYNTHETIC REINFORCEMENT [GEOGRID, BIAXIAL]	SQFT	5,760	2.00	11,520.00	2.30	13,248.00
12	198250	GEOSYNTHETIC REINFORCEMENT [GEOGRID, UNIAXIAL]	SQFT	11,475	2.00	22,950.00	1.20	13,770.00
13	210430	HYDROSEED	AC	1	22,000.00	22,000.00	9,500.00	9,500.00
14	015101	CONCRETE COLLAR (RCFC&WCDES M803)	EA	1	3,500.00	3,500.00	4,500.00	4,500.00
15	510502	MINOR CONCRETE (MINOR STRUCTURE) [RCP SLOPE ANCHOR]	EA	10	1,800.00	18,000.00	4,000.00	40,000.00
16	510502	MINOR CONCRETE (MINOR STRUCTURE) [CONCRETE PAD]	EA	1	4,500.00	4,500.00	4,000.00	4,000.00
17	650018	24" REINFORCED CONCRETE PIPE	LF	173	285.00	49,305.00	290.00	50,170.00
18	680902	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	170	75.00	12,750.00	46.00	7,820.00
19	680903	6" NON-PERFORATED PLASTIC PIPE UNDERDRAIN [OUTLET]	LF	30	35.00	1,050.00	30.00	900.00
20	702600	DOWNDRAIN ENERGY DISSIPATOR [SPPWC 384-3]	EA	1	57,050.00	57,050.00	35,000.00	35,000.00
21	017101	MANHOLE (RCFC&WCDS MH 251)	EA	1	19,200.00	19,200.00	13,000.00	13,000.00
22	720110	SMALL-ROCK SLOPE PROTECTION [CRUSHED ROCK]	CY	30	38.00	1,140.00	105.00	3,150.00
23	723050	ROCK SLOPE PROTECTION (1/4 T, Class V, METHOD B)	CY	7	400.00	2,800.00	460.00	3,220.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
		PROJECT TOTAL				844,015.00		953,278.00
		ITEMS 1 - 24						

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Viejo Drive
Storm Drain Improvements and Gully Erosion Repair
From 800-Feet East of Rim Road to 180-Feet Easterly
Community of East Hemet
Project No. D0-0089**

Advertised: October 25, 2022 (Agenda Item: 3.24)

Addenda: 1 (11/10/2022)

Bids Open: 2 pm Date: Wednesday, November 16, 2022

BASE BID SCHEDULE - Storm Drain Improvements and Gully Erosion Repair					4 Rehak General Engineering Auberry, CA 93602		5 Beador Construction Company, Inc. Corona, CA 92883	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
4	170103	CLEARING AND GRUBBING	LS	1	40,000.00	40,000.00	30,000.00	30,000.00
5	066100	DUST ABATEMENT	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
6	210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	LS	1	20,000.00	20,000.00	36,000.00	36,000.00
7	031901	REMOVE UNSUITABLE MATERIAL	CY	550	72.50	39,875.00	80.00	44,000.00
8	031902	FILL PLACEMENT	CY	6,000	26.50	159,000.00	27.00	162,000.00
9	031903	EXCAVATION	CY	1,100	45.45	49,995.00	36.00	39,600.00
10	198010	IMPORTED BORROW	CY	6,500	38.46	249,990.00	28.00	182,000.00
11	198250	GEOSYNTHETIC REINFORCEMENT [GEOGRID, BIAXIAL]	SQFT	5,760	5.20	29,952.00	2.40	13,824.00
12	198250	GEOSYNTHETIC REINFORCEMENT [GEOGRID, UNIAXIAL]	SQFT	11,475	3.48	39,933.00	1.50	17,212.50
13	210430	HYDROSEED	AC	1	30,000.00	30,000.00	12,500.00	12,500.00
14	015101	CONCRETE COLLAR (RCFC&WCDES M803)	EA	1	3,000.00	3,000.00	10,483.50	10,483.50
15	510502	MINOR CONCRETE (MINOR STRUCTURE) [RCP SLOPE ANCHOR]	EA	10	2,000.00	20,000.00	15,250.00	152,500.00
16	510502	MINOR CONCRETE (MINOR STRUCTURE) [CONCRETE PAD]	EA	1	10,000.00	10,000.00	14,000.00	14,000.00
17	650018	24" REINFORCED CONCRETE PIPE	LF	173	231.00	39,963.00	310.00	53,630.00
18	680902	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	170	88.00	14,960.00	60.00	10,200.00
19	680903	6" NON-PERFORATED PLASTIC PIPE UNDERDRAIN [OUTLET]	LF	30	100.00	3,000.00	60.00	1,800.00
20	702600	DOWNDRAIN ENERGY DISSIPATOR [SPPWC 384-3]	EA	1	45,000.00	45,000.00	50,000.00	50,000.00
21	017101	MANHOLE (RCFC&WCDS MH 251)	EA	1	15,000.00	15,000.00	25,000.00	25,000.00
22	720110	SMALL-ROCK SLOPE PROTECTION [CRUSHED ROCK]	CY	30	200.00	6,000.00	325.00	9,750.00
23	723050	ROCK SLOPE PROTECTION (1/4 T, Class V, METHOD B)	CY	7	400.00	2,800.00	400.00	2,800.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
		PROJECT TOTAL ITEMS 1 - 24				953,468.00		1,002,300.00



Mark Lancaster, P.E.
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

ADDENDUM NUMBER 1

Dated November 10, 2022

to the
Specifications and Contract Documents
for the construction of

Viejo Drive
Storm Drain Improvements and Gully Erosion Repair
From 800-Foot East of Rim Road to 180-Foot Easterly
Community of East Hemet
Project No. D0-0089

Bids Due: Wednesday, November 16, 2022; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Revised Proposal. Refer to "Proposal" pages B2-B3. Delete and replace "Proposal" (pages B2 and B3) with "Proposal (Revised)" attached herewith as **Attachment "A"**. The following changes have been made to the Proposal:

Note: Revisions made to the proposal are written with blue font / blue numbers in Attachment "A".

- a. Estimated Quantity has been revised for the following bid item:
Item 22, SMALL-ROCK SLOPE PROTECTION [CRUSHED ROCK]

ATTACHMENTS

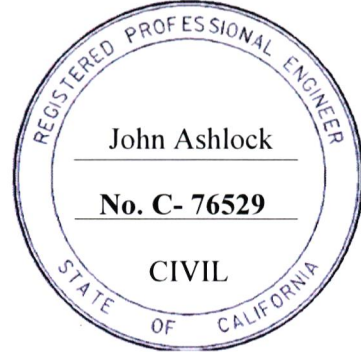
A – Revised Proposal (2 pages)

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

Recommended by:



John Ashlock, PE
Engineering Project Manager



Concurrence:

 for

Khalid Nasim, PE
Engineering Division Manager

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

JRJ: jrj:rr

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

Viejo Drive
Storm Drain Improvements and Gully Erosion Repair
From 800-Feet East of Rim Road to 180-Feet Easterly
Community of East Hemet
Project No. D0-0089

ISSUED BY ADDENDUM No. 1
ATTACHMENT "A"

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
----------	-----------	------	------	--------------------	-------------------------	--------------------

BASE BID SCHEDULE - Storm Drain Improvements and Gully Erosion Repair

1	100100	DEVELOP WATER SUPPLY	LS	1		
2	120100	TRAFFIC CONTROL SYSTEM	LS	1		
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
4	170103	CLEARING AND GRUBBING	LS	1		
5	066100	DUST ABATEMENT	LS	1		
6	210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	LS	1		
7	031901	REMOVE UNSUITABLE MATERIAL	CY	550		
8	031902	FILL PLACEMENT	CY	6,000		
9	031903	EXCAVATION	CY	1,100		
10	198010	IMPORTED BORROW	CY	6,500		
11	198250	GEOSYNTHETIC REINFORCEMENT [GEOGRID, BIAXIAL]	SQFT	5,760		
12	198250	GEOSYNTHETIC REINFORCEMENT [GEOGRID, UNIAXIAL]	SQFT	11,475		
13	210430	HYDROSEED	AC	1		
14	015101	CONCRETE COLLAR (RCFC&WCDES M803)	EA	1		
15	510502	MINOR CONCRETE (MINOR STRUCTURE) [RCP SLOPE ANCHOR]	EA	10		
16	510502	MINOR CONCRETE (MINOR STRUCTURE) [CONCRETE PAD]	EA	1		
17	650018	24" REINFORCED CONCRETE PIPE	LF	173		
18	680902	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	170		

Addendum No. 1, Page 3 of 4

REVISED PROPOSAL

ISSUED BY ADDENDUM No. 1
ATTACHMENT "A"

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Storm Drain Improvements and Gully Erosion Repair (continued)						
19	680903	6" NON-PERFORATED PLASTIC PIPE UNDERDRAIN [OUTLET]	LF	30		
20	702600	DOWNDRAIN ENERGY DISSIPATOR [SPPWC 384-3]	EA	1		
21	017101	MANHOLE (RCFC&WCDS MH 251)	EA	1		
22	720110	SMALL-ROCK SLOPE PROTECTION [CRUSHED ROCK]	CY	30		
23	723050	ROCK SLOPE PROTECTION (1/4 T, Class V, METHOD B)	CY	7		
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	100,000.00	100,000.00

PROJECT _____
TOTAL: _____ \$ _____
ITEMS 1 - 24 "WORDS"

Addendum No. 1, Page 4 of 4