

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



ITEM: 3.32
(ID # 20900)

MEETING DATE:
Tuesday, February 07, 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 Desert Tortoise Fence Project; District 4. [\$113,810 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 23, 2022, bid opening;
2. Waive any and all immaterial irregularities and accept the low bid of C & W Construction Specialties, Inc. (C & W Construction) of Ventura, California in the amount of \$113,810;
3. Award the contract to C & W Construction and authorize the Chair of the Board to execute the contract documents; and
4. Approve the project proposed budget as shown on Attachment "A".

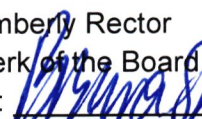
ACTION:Policy


Mark Lancaster, Director of Transportation 1/10/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: February 7, 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	\$ 113,810	\$ 0	\$ 113,810	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/HUTA (100%) There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated November 1, 2022 (Agenda Item 3.14), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the construction of desert tortoise fence at Transportation Department’s Midland Gravel Pit (Midland Borrow Pit or Midland Pit) located north of the City of Blythe, off the Blythe-Midland Road, approximately three miles north of Interstate 10.

The County of Riverside Transportation Department has a free-use permit to mine sand and gravel with the Bureau of Land Management on Federal land located on a portion of Section 30 of Township 5 south, Range 23 east (Midland Gravel Pit location).

The mined sand and gravel are used for the construction and maintenance of County roads in the Blythe area.

The Midland Gravel Pit is located within the boundaries of the critical habitat area for the Desert Tortoise. The existence of the Desert Tortoise is mitigated by primarily not mining in the wash areas where the tortoise are prone to exist and secondarily by employing conservation measures.

Mainly, the project will consist of installing approximately 8,000-feet of Desert Tortoise fence around the perimeter of the Midland Gravel Pit (Phase 2) and access road to exclude tortoise from areas where they might be struck by vehicles or operating equipment.

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 requirements in one of the bid forms. The addendum is attached and designated as Addendum No. 1.

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

The Contract includes the following schedule of work:

Base Bid Schedule: Desert Tortoise Fence

The contractor, C & W Construction, 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. Z2300001

Impact on Residents and Businesses

The sand and gravel mined from the Midland Gravel Pit is used by the County of Riverside Transportation Department for the construction and maintenance of County roads in the Blythe area. The purpose of this project is to exclude tortoise from areas in the Midland Gravel Pit where they might be struck by vehicles or operating equipment.

The work is scheduled to begin in early 2023. The work will take approximately one month 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 six bids were received on Wednesday November 23, 2022 ranging from \$ 113,810 to \$154,710. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by C & W Construction in the amount of \$113,810 which is \$3,690 (3%) below the engineer's cost estimate.

The Transportation Department recommends the award of the contract to C & W Construction in the amount of \$ 113,810.

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

ATTACHMENTS:

Vicinity Map

Attachment "A"

Summary of Bids

Addendum No. 1

Contract/Bonds/Insurance

Contractor's Bid Proposal



Jason Farin, Principal Management Analyst 2/1/2023



Kristine Bell-Valdez, Supervising Deputy County Counsel 1/20/2023

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 C & W Construction Specialties, Inc., hereafter called "Contractor".

W I T N E S S E T H

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Desert Tortoise Fence Project, County Midland Gravel Pit, North of City of Blythe, Project No. Z2300001, 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.

**Desert Tortoise Fence Project
 County Midland Gravel Pit
 North of City of Blythe
 Project No. Z2300001**

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID SCHEDULE - Desert Tortoise Fence

1	066100	DUST ABATEMENT	LS	1	18,900.00	18,900.00
2	100100	DEVELOP WATER SUPPLY	LS	1	1,700.00	1,700.00
3	803220	DESERT TORTOISE FENCE	LF	8,000	10.37	82,960.00
4	803220	DESERT TORTOISE FENCE [FENCE MATERIALS FOR FUTURE MAINTENANCE]	LF	100	2.50	250.00
5	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	10,000.00	10,000.00

PROJECT

TOTAL:

ITEMS 1 – 5

One hundred thirteen thousand, eight hundred ten dollars and zero cents

"WORDS"

\$113,810.00

Desert Tortoise Fence Project
County Midland Gravel Pit
North of City of Blythe
Project No. Z2300001

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

COUNTY OF RIVERSIDE

C & W CONSTRUCTION SPECIALTIES, INC.

BY: 
KEVIN JEFFRIES
Chair, Board of Supervisors

BY: 
TITLE: PRESIDENT
(If Corporation, affix Seal)



DATED: 2/7/23

ATTEST:

ATTEST:

KIMBERLY A. RECTOR Clerk of the Board



BY: 
Deputy

TITLE: HR Payroll Administrator

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

FORM APPROVED COUNTY COUNSEL

DANIELLE D. MALAND

License No.: 256795

Federal Employer Identification Number:

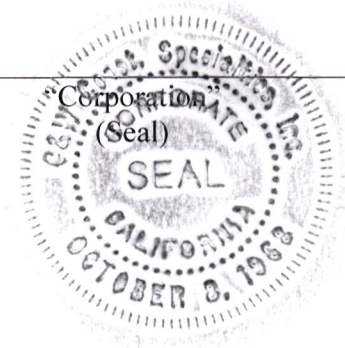
95-2564663

Department of Industrial Relations Registration Number:

1000007135

BY _____
"County"

"Corporation"
(Seal)



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.

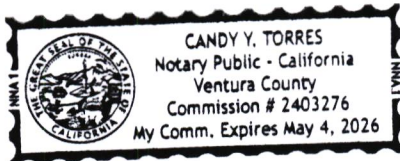
State of California }
County of Ventura }

On December 8, 2022 before me, Candy Y. Torres, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Steven Bennett
Name(s) of Signer(s)

Mindy Chandler

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 Candy Y. Torres
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: _____

**RESOLUTION
RESOLUTION BY SHAREHOLDERS AND
THE BOARD OF DIRECTORS OF
C & W CONSTRUCTION SPECIALTIES, INC.**

DATE OF CONSENT: JUNE 18, 2008

THE UNDERSIGNED, BEING THE ENTIRE BOARD OF DIRECTORS OF THE ABOVE CORPORATION THAT HAS BEEN DULY ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, DO BY THIS WRITING CONSENT TO TAKE THE FOLLOWING ACTIONS AND ADOPT THE FOLLOWING RESOLUTIONS:

RESOLVED, THAT SINCE THE PRESIDENT, ROBERT G. BENNETT, IS NOW DECEASED, THE BOARD APPOINTS, STEVEN J. BENNETT, PRESIDENT OF THIS CORPORATION.

ALSO RESOLVED, LAURIE D. BENNETT IS NOW APPOINTED AS ASSISTANT SECRETARY OF THIS CORPORATION.

RESOLVED, THAT THE SECRETARY OF THIS CORPORATION, SHALL NOTIFY THE CONTRACTORS STATE LICENSE BOARD AND THE OFFICE OF THE SECRETARY OF STATE OF THE ABOVE CHANGES.

THE UNDERSIGNED DIRECT THAT THIS CONSENT BE FILED WITH THE MINUTES OF THE PROCEEDINGS OF THE BOARD OF DIRECTORS OF THIS CORPORATION.

THIS CONSENT IS SIGNED PERSUANT TO SECTION 307 © OF THE CORPORATIONS CODE OF THE STATE OF CALIFORNIA, AND PERSUANT TO THE SECTION OF THE BY-LAWS OF THIS CORPORATION WHICH AUTHORIZES THE TAKING OF ACTION BY THE BOARD OF DIRECTORS.

**C & W CONSTRUCTION SPECIALTIES, INC
A CALIFORNIA CORPORATION**

BY: 

STEVEN J. BENNETT- PRESIDENT

BY: 

MYRNA C. BENNETT- SEC/TREAS

BY: 

LAURIE D. BENNETT-ASST. SEC.

Performance Bond

Recitals:

1. **C & W Construction Specialties, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Desert Tortoise Fence Project, County Midland Gravel Pit, North of City of Blythe, Project No. Z2300001.**
2. Fidelity and Deposit Company of Maryland, a State of Illinois corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$113,810.00 (One hundred thirteen thousand, eight hundred ten dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of December 5, 2022

C & W Construction Specialties, Inc.

Fidelity and Deposit Company of Maryland

By [Signature]

By [Signature]

By STEVEN BENNETT

Type Name Gina Ortman

Its Attorney in Fact
"Surety"

Title PRESIDENT

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

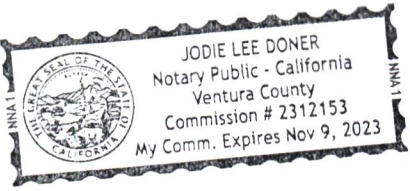
"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

State of: California
 County of Ventura

On 12/5/2022 before me, Jodie Lee Doner, Notary Public,
 personally appeared Gina Ortman

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

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



WITNESS my hand and official seal.
[Signature]
 Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <hr/> TITLES(S) <input type="checkbox"/> PARTNERS <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input checked="" type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER <hr/> SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) <hr/> <hr/>	<hr/> TITLE OR TYPE OF DOCUMENT <hr/> NUMBER OF PAGES <hr/> DATE OF DOCUMENT <hr/> SIGNER(S) OTHER THAN NAMED ABOVE <hr/> <hr/>

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of November, A.D. 2022.



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

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of November, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



A handwritten signature in black ink, appearing to read 'Constance A. Dunn', is written over a horizontal line.

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of December, 2022.



MJ Pethick
By: Mary Jean Pethick
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 Ventura)

On December 12, 2022 before me, Mindy D. Chandler, Notary Public
(insert name and title of the officer)

personally appeared Steven Bennett,
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 *Mindy Chandler* (Seal)



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

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Old Company Names

Effective Date

Agent For Service

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

Reference Information

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

[back to top](#)

NAIC Group List

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

Lines Of Business

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

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

Payment Bond

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


The makers of this Bond are **C & W Construction Specialties, Inc.** as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$113,810.00 (One hundred thirteen thousand, eight hundred ten dollars and zero cents)** the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Desert Tortoise Fence Project, County Midland Gravel Pit, North of City of Blythe, Project No. Z2300001.**

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 5, 2022

C & W Construction Specialties, Inc.

Original Contractor – Principal

By 

Fidelity and Deposit Company of Maryland

Surety

By  Gina Ortman

Its Attorney In Fact

Title PRESIDENT

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

Please see attached acknowledgement

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

"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."

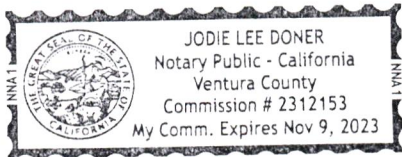
State of: California
County of Ventura

On 12/5/2022 before me, Jodie Lee Doner, Notary Public,
personally appeared Gina Ortman

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

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

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS
- LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of November, A.D. 2022.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of November, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of December, 2022.



MJ Pethick
By: Mary Jean Pethick
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 Ventura)

On December 7, 2022 before me, Mindy D. Chandler, Notary Public
(insert name and title of the officer)

personally appeared Steven Bennett
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 *Mindy Chandler* (Seal)

Fence Factory
821 Maulhardt Ave
Oxnard, CA 93030

VIA TELEGRAM
espresso M 193
CENTRO AD, Franco

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

COMPANY PROFILE
Company Information
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Old Company Names
Effective Date
Agent For Service

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

Reference Information

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

[back to top](#)
NAIC Group List

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

Lines Of Business

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER AssuredPartners of California 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Jennifer Hansen PHONE (A/C, No, Ext): (805) 585-6798 E-MAIL ADDRESS: jennifer.hansen@assuredpartners.com FAX (A/C, No): (805) 585-6798																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American</td> <td></td> <td>16535</td> </tr> <tr> <td>INSURER B: Navigators Specialty Ins Co</td> <td></td> <td>36056</td> </tr> <tr> <td>INSURER C: AGCS Marine Ins Co</td> <td></td> <td>22837</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Zurich American		16535	INSURER B: Navigators Specialty Ins Co		36056	INSURER C: AGCS Marine Ins Co		22837	INSURER D:			INSURER E:			INSURER F:	
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INSURED C&W Construction Specialties, Inc. 2419 Palma D Ventura CA 93003																					

COVERAGES **CERTIFICATE NUMBER:** 22/23 FF C&W **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLO5514236-07	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAP5514237-07	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LA22EXCZ06P52IC	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC5514235-07	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE:C&W Job #22172 - Project #Z2300001 - Desert Tortoise Fence Project Count of Midland Gravel Pit. GL/AU: County of Riverside, its agencies, special districts and departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives, Bureau of Land Management, its elected and appointed officials, employees, agents and representatives are Additional Insured as respects to referenced project per forms (GL) UGL2162ACW0219 and (AU) UCA424FCW0414. WC: A Waiver of Subrogation is added in favor of the Additional Insured per form WC040306484. Endorsements apply only as required by current written contract on file. **GL: EXCLUDES ALL WRAP/OCIP PROJECTS **XS/UMB: Follows form unless specifically excluded by this policy

CERTIFICATE HOLDER County of Riverside Transportation Department 3525 14th St Riverside CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 11/01/2022 at 12:01 A.M. standard time, forms a part of
(DATE)

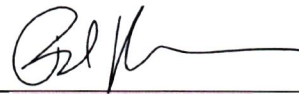
Policy No. WC 5514235-07 Endorsement No.

of the

(NAME OF INSURANCE COMPANY)

issued to Arbee, Inc.

Premium (if any) \$INCL



Authorized Representative

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 _____ % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 5514236-07

Effective Date: 11/01/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

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

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

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

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

- D. Solely with respect to the coverage provided by this endorsement:

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

Primary and Noncontributory insurance

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

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

This insurance is excess over:

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

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

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

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

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

A handwritten signature in black ink, consisting of a stylized initial 'B' followed by a long horizontal line.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP5514237-07	11/01/2022	11/01/2023	11/01/2022	71059-000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

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

The following are also "insureds":

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

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

B. Amendment – Supplementary Payments

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

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

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

D. Driver Safety Program Liability and Physical Damage Coverage

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

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

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

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

E. Lease or Loan Gap Coverage

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

Lease Or Loan Gap Coverage

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

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

F. Towing and Labor

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

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

G. Extended Glass Coverage

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

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

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

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

Loss Of Use Expenses

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

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

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

I. Personal Effects Coverage

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

Personal Effects Coverage

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

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

J. Tapes, Records and Discs Coverage

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

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

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

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

K. Airbag Coverage

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

L. Two or More Deductibles

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

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

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

M. Physical Damage – Comprehensive Coverage – Deductible

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

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

N. Temporary Substitute Autos – Physical Damage

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

Temporary Substitute Autos – Physical Damage

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

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

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

Temporary Substitute Autos – Physical Damage

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

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

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

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

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

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

Include, as soon as practicable:

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

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

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

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

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

Q. Employee Hired Autos – Physical Damage

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

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

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

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

R. Unintentional Failure to Disclose Hazards

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

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

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

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

S. Hired Auto – World Wide Coverage

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

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

T. Bodily Injury Redefined

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

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

U. Expected Or Intended Injury

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

Expected Or Intended Injury

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

V. Physical Damage – Additional Temporary Transportation Expense Coverage

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

4. Coverage Extensions

a. Transportation Expenses

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

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

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

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

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

X. Return of Stolen Automobile

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

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

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





Limited Operations Coverage – Work Excluded Under A Consolidated (Wrap-Up) Insurance Program

Policy No.	Exp. Date of Pol.	Eff. Date of End	Agency No.	Addl. Prem.	Return Prem.
GLO 5514236-07	11/01/2023	11/01/2022	71059000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ARBEE, INC
Address (including ZIP Code): 2419 Palma Dr Ventura, CA 93003

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SCHEDULE

Description and Location of Operation(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following exclusion is added to paragraph 2., Exclusions of Coverage A – Bodily Injury and Property Damage Liability (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the **SCHEDULE** of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

1. Provides coverage identical to that provided by this Coverage Part;
2. Has limits adequate to cover all claims; or
3. Remains in effect.

B. The exclusion in A. above shall not apply to your ongoing operations at the location shown in the **SCHEDULE - for your service, maintenance, correction, repair or replacement of the original work performed and insured under the consolidated wrap-up insurance program.**

However, this extension of coverage does not apply to damages because of "bodily injury" or "property damage" due to any service, maintenance, correction, repair or replacement work:

1. as respects the "products-completed operations hazard"; or
2. for which coverage is afforded under the consolidated (wrap-up) insurance program.

- C. For the application of the coverage provided by this endorsement in paragraph B. above, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** paragraph 4 **Other Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis. If any other insurance responds or can respond to this loss, we shall have the right but not the duty to defend any "suit".

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that may apply and that was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

Countersigned



Authorized Representative



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COMPANY PROFILE

Company Information

ZURICH AMERICAN INSURANCE COMPANY

**1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-936-5873**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

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

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NAIC Group List

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

Lines Of Business

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

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

The Marine Insurance Company Limited (UK)	11/03/1995
Markel International Insurance Company Limited (U.K.) (Name changed from Terra Nova Insurance Company Limited, effective 11/04/2002)	10/27/1995
Maxum Indemnity Company (Connecticut) (Domicile changed from Delaware to Connecticut effective December 1, 2016) (Name changed from Caliber One Indemnity Company, effective 01/02/2003)	09/29/1998
Mercer Insurance Company (Pennsylvania)	06/10/2016
Mesa Underwriters Specialty Insurance Company (New Jersey) (Name changed from Montpelier U.S. Insurance Company, effective 01/01/2012.) (Domicile changed from Oklahoma to New Jersey, effective 01/01/2012)	02/05/2012
Mitsui Sumitomo Insurance Company (Europe) Limited (U.K.)	06/10/2011
Mount Vernon Fire Insurance Company (Pennsylvania)	04/02/1997
MSIG Specialty Insurance USA Inc. (New York)	10/11/2019
Mt. Hawley Insurance Company (Illinois) (Domicile changed from Delaware to Kansas, effective 12/20/95. Domicile changed from Kansas to Illinois effective 4/21/1999)	10/27/1995
NORCAL Specialty Insurance Company (Texas) (Domicile changed from Pennsylvania to Texas effective 04/25/2018) (Name changed from PMSLIC Insurance Company, effective 12/01/2015)	12/23/2013
National Fire & Marine Insurance Company (Nebraska)	06/30/1995
Nautilus Insurance Company (Arizona)	08/04/1995
Navigators Specialty Insurance Company (New York) (Name changed from NIC Insurance Company effective 01/04/2007)	12/08/1995
North American Capacity Insurance Company (New Hampshire)	08/11/1995
Northfield Insurance Company (Iowa) (Domicile changed from Missouri to Iowa, effective 1/01/2002)	06/30/1995
North Light Specialty Insurance Company (Illinois)	10/10/2014
Nutmeg Insurance Company (Connecticut)	06/30/1995
Old Republic Union Insurance Company (Illinois)	05/24/2017
Pacific Insurance Company, Limited (Connecticut)	09/01/1995
Peleus Insurance Company (Virginia) (Name changed from Colony National Insurance Company effective 3/4/2015)	12/17/1996
Penn-Star Insurance Company (Pennsylvania)	11/13/2002
Prime Insurance Company (Illinois)	08/08/2018
Princeton Excess and Surplus Lines Insurance Company (Delaware)	02/09/2006
ProAssurance Casualty Company (Michigan) (Name changed from ProNational Insurance Company effective 01/27/2009)	10/18/2005
ProAssurance Specialty Insurance Company (Vermont) 09/01/1995 (Name changed from Noetic Specialty Insurance Company (Vermont) effective 12/31/2021) (Domicile changed from Illinois to Vermont effective 01/18/2011) (Name changed from Coregis Indemnity Company effective 11/07/2001)	09/01/1995

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COMPANY PROFILE

Company Information

AGCS MARINE INSURANCE COMPANY
225 W. WASHINGTON STREET, STE. 1900
CHICAGO, IL 60606
800-234-2474

Old Company Names		Effective Date
INTERSTATE INDEMNITY COMPANY		05/07/2009

Agent For Service

AMANDA GARCIA
 330 N Brand Blvd Ste 700
 Glendale CA 91203

Reference Information

NAIC #:	22837
California Company ID #:	2461-2
Date Authorized in California:	10/22/1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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NAIC Group List

NAIC Group #: **0761** ALLIANZ 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
- BURGLARY
- COMMON CARRIER LIABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- TEAM AND VEHICLE

Performance Bond

Recitals:

1. **C & W Construction Specialties, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Desert Tortoise Fence Project, County Midland Gravel Pit, North of City of Blythe, Project No. Z2300001.**
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 **\$113,810.00 (One hundred thirteen thousand, eight hundred ten dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are **C & W Construction Specialties, 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 **\$113,810.00 (One hundred thirteen thousand, eight hundred ten dollars and zero cents)** the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Desert Tortoise Fence Project, County Midland Gravel Pit, North of City of Blythe, Project No. Z2300001.**

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).

Bid

Date: 11/23/2022

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

Bidder: C & W Construction Specialties, Inc.
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of **Desert Tortoise Fence Project, County Midland Gravel Pit, North of City of Blythe, Project No. Z2300001** 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.

**Desert Tortoise Fence Project
 County Midland Gravel Pit
 North of City of Blythe
 Project No. Z2300001**

PROPOSAL

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

BASE BID SCHEDULE

1	066100	DUST ABATEMENT	LS	1	18,900.00	18,900.00
2	100100	DEVELOP WATER SUPPLY	LS	1	1,700.00	1,700.00
3	803220	DESERT TORTOISE FENCE	LF	8,000	10.37	82,960.00
4	803220	DESERT TORTOISE FENCE [FENCE MATERIALS FOR FUTURE MAINTENANCE]	LF	100	250.00	250.00
5	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	10,000.00	10,000.00

PROJECT TOTAL: ONE HUNDRED THIRTEEN THOUSAND, EIGHT HUNDRED AND TEN DOLLARS AND ZERO CENTS \$ 113,810.00
 ITEMS 1 - 5 "WORDS"

Bidder Data and Signature

Name of Bidder: C & W Construction Specialties, Inc.

Type of organization: Heavy Highway Fencing and Guardrail Construction Company

Person(s) authorized to sign for Bidder: Steven Bennett, President; Laurie Bennett, Asst.

Secretary; Myna Bennett, Secretary; Eric Marksberry, Sr. Project Manager/Lead Estimator

Justin Bennett, Vice President;

Note:

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

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

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

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

Business Street Address: 2419 Palma Drive
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Ventura, CA 93003

P.O. Box- Number: _____

P.O. Box- City, State, Zip Code: _____

Phone: (805) 642-0204

Facsimile: (805) 642-5141

E-mail: ericm@cwcs.us

Contractor's license number: 256795

License Classification(s): A, C13

Expiration date: 07/31/2023

Department of Industrial Relations Registration Number: 1000007135

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:

**Desert Tortoise Fence Project
County Midland Gravel Pit
North of City of Blythe
Project No. Z2300001**

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: Eric E. Marksberry

Name (printed): Eric E. Marksberry

Title: Sr. Project Manager/Lead Estimator
"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): C & W Construction Specialties, Inc.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	N/A - No Subcontractors					<input type="checkbox"/>
2.						<input type="checkbox"/>
3.						<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

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

Percent of work to be performed by Subcontractors: 0 %

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



2419 Palma Dr.
Ventura, Ca. 93003
805-642-0204, fax 805-642-5141
Website: www.cwcs@cwcs.us

March 25, 2020

To: Whom it may Concern:

Regarding Authority to sign on behalf of C&W Construction Specialties, A California Corporation.

In accordance with the Directive established at The Special meeting of Shareholders and the Board of Directors of C&W Construction Specialties on July 13, 2017. As was voted upon and approved that Steven Bennett, President of the Corporation has sole discretion in assigning authority to sign documents on behalf of the Corporation. As such, Eric Marksberry as Senior Project Manager and Lead Estimator is hereby granted the authority on behalf of and to the benefit of the Corporation to sign documents which would bind the Corporation into contracts, sub-contracts and various different charge accounts with established Customers and Vendors for the purposes of our ongoing business concerns.

Should any further clarification be required, Please call the number at the top of this page.

Yours Truly,

A handwritten signature in black ink, appearing to be 'Steven Bennett', written over a horizontal line.

Steven Bennett
President, CEO and RMO

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 Sr. Project Manager/Lead Estimator (Title) of C & W Construction Specialties, 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) 22nd (Day) of 2022 (Year),

at Ventura (City), CA (State).

Signature of Declarant: 

Printed name of Declarant: Eric E. Marksberry

Name of Bidder (Company): C & W Construction Specialties, Inc.

Title or Office: Sr. Project Manager/Lead Estimator

Note: Notarization of signature required.

Check box if attachment is included.

California Jurat

This form may be used when an individual is signing and swearing (or affirming) that certain written statements are true.

The optional section at the bottom can deter alteration of the document

or fraudulent reattachment of this form to an unintended document. The insertions in this section are not required by law. Failure to fill out this section will not affect the validity of the jurat certificate.

Instructions:

1 NAME OF COUNTY where Notary performs notarization.

2 DATE OF NOTARIZATION. Actual day, month and year in which the affiant(s) appear(s) before Notary to sign a document and take an oath or affirmation.

3 NAME(S) OF SIGNER(S) appearing before the Notary. Initials and spelling of name(s) should agree with document, ID card and journal signatures. If only one signer is appearing before the Notary, cross out any remaining space.

4 SIGNATURE OF NOTARY exactly as name appears on commissioning papers and in seal.

5 NOTARY SEAL IMPRINT, clearly and legibly affixed.

SPACES 6-9 ARE OPTIONAL.

Omission of information here will not affect the document's validity. However, completing these spaces can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

6 TITLE OR TYPE OF DOCUMENT notarized, such as "Affidavit of Loss."

7 DATE OF DOCUMENT notarized. Most but not all documents will have a date, usually at the top or following the signature. If none, insert "No Date."

8 NUMBER OF PAGES in the notarized document. This may point out fraudulent addition or removal of pages. Do not count this certificate as a page.

9 SIGNER(S) OTHER THAN NAMED IN SPACE 3. Since all signers might not be named on the same Notary certificate, insert name(s) of signer(s) here that appear(s) or will appear on other certificates — as many as space allows. If none, insert "No Other Signers."


CALIFORNIA JURAT GOVERNMENT CODE § 8202

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
1 County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on
2 this 14th day of JUNE, 2018, by
Date Month Year

3 (1) Michael T. Smith
(and (2) _____)
Name(s) of Signer(s)

5  **4** Signature Pat R. Jones
Signature of Notary Public

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

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 Affidavit of Loss **6**
Document Date: No Date **7** Number of Pages: one **8**
Signer(s) Other Than Named Above: no other signers **9**

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NATIONAL
NOTARY
ASSOCIATION

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

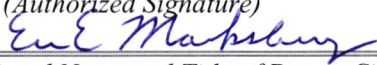
Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of **\$1,000,000 or more**, a Contractor must either:

- 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> C & W Construction Specialties, Inc.		<i>Federal ID Number (or n/a)</i> 95-2564663
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Eric E. Marksberry		
<i>Date Executed</i> 11/22/2022	<i>Executed in</i> Ventura, CA	

Option #2 – Exemption

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

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

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

Bid Bond

Recitals:

1. C & W Construction Specialties, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Desert Tortoise Fence Project, County Midland Gravel Pit, North of City of Blythe, Project No. Z2300001** in accordance with a Notice Inviting Bids from the County.
2. Fidelity and Deposit Company of Maryland a State of Illinois corporation, hereafter called "Surety", is the surety of this bond.

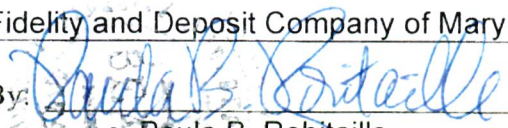

Agreement:

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

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

Dated: November 3, 2022

Signatures:

<u>Fidelity and Deposit Company of Maryland</u>	<u>C & W Construction Specialties, Inc.</u>
By: <u></u>	By: <u></u>
Title: <u>Paula B. Robitaille</u>	Title: <u>PRESIDENT</u>
<u>"Surety"</u>	<u>"Contractor"</u>

STATE OF _____
COUNTY _____ } ss. SURETY'S ACKNOWLEDGEMENT
OF _____

Please see attached 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 ACKNOWLEDGMENT

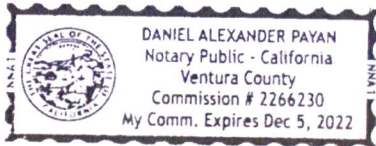
CIVIL CODE § 1189

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 Ventura }

On November 10, 2022 before me, Daniel Alexander Payan, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Steven Bennett
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: Bid Bond
Document Date: November 3, 2022 Number of Pages: 1
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven Bennett
[X] Corporate Officer - Title(s): President
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer is Representing: C&W Construction Specialties, Inc.

California Acknowledgment

The acknowledgment wording in this certificate is mandatory for all acknowledgments notarized and filed or recorded in California, whether the acknowledger is signing as an individual or a representative (partner, corporate officer, attorney in fact, trustee, etc.). State law requires the certificate wording to be used exactly as it appears in statute.

Law permits California Notaries to use an out-of-state acknowledgment form on a document that will be filed in that other state or U.S. jurisdiction, but only if "the form does not require the Notary to determine or certify

that the signer holds a particular representative capacity or to make other determinations and certifications not allowed by California law" (Civil Code Section 1189(c)).

The optional section at the bottom can deter alteration of the document or fraudulent reattachment of this form to an unintended document. The insertions in this section are not required by law. Failure to fill out this section will not affect the validity of the certificate.

Instructions:

- 1 NAME OF COUNTY** where Notary performs notarization
- 2 DATE OF NOTARIZATION.** Actual month, day and year in which signer(s) appear(s) before Notary
- 3 NAME AND TITLE OF NOTARIZING OFFICER.** In the case of a Notary, "Notary Public" would be the title
- 4 NAME(S) OF SIGNER(S)** appearing before Notary. Initials and spelling of name(s) should agree with name(s) signed on document and ID card. Line through any remaining space
- 5 SIGNATURE OF NOTARY** exactly as name appears on commissioning papers, in space 3 and in seal.
- 6 NOTARY SEAL IMPRINT,** clearly and legibly affixed
- SPACES 7-14 ARE OPTIONAL.** Omission of information here will not affect the document's validity. However, completing these spaces can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

- 7 TITLE OR TYPE OF DOCUMENT** notarized, such as "Grant Deed."
- 8 DATE OF DOCUMENT** notarized. Most but not all documents will have a date, usually at the top or following the signature. If none, insert "No Date"
- 9 NUMBER OF PAGES** in the notarized document. This may point out fraudulent addition or removal of pages. Do not count the certificate as a page. However, the certificate will be regarded as a page by recording officials in assessing recording fees.

- 10 SIGNER(S) OTHER THAN NAMED IN SPACE 4.** Since all signers might not be named on the same notarial certificate, insert name(s) of signer(s) here that appear(s) or will appear on other certificates — as many as space allows. If there are a large number of signers, a notation such as "Mary Smith and 28 other signers" will suffice. If none, insert "no other signers."

- 11 NAME(S) OF SIGNER(S)** from space 4 whose capacity and represented entity follow

- 12 CAPACITY CLAIMED BY SIGNER.** Check appropriate box to indicate whether signer is signing as individual (on his or her own behalf), or as corporate officer (indicate corporate title), partner (indicate whether "limited" or "general" partner), attorney in fact, trustee, guardian/conservator, or in another capacity

- 13 DESCRIPTION OF OTHER CAPACITY(IES).** A single capacity, such as "executor," may be indicated here, or a multiple capacity, such as "corporate officer signing for partnership in which corporation is partner"

- 14 NAME OF PERSON OR LEGAL ENTITY** that signer is representing. It could, for example, be the name of an absent person represented by attorney in fact. It could be the name of a condominium association, such as "Blue Lagoon Condo Assn." Or it could be multiple entities, such as "XYZ Corp., partner in Mutual Enterprises, a partnership"



9350 De Soto Ave., Chatsworth, CA 91311 4926 | 1-800-876-6827 | NationalNotary.org

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

"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."

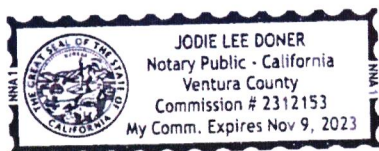
State of: California
County of Ventura

On 11/31/2022 before me, Jodie Lee Doner, Notary Public,
personally appeared Paula B. Robitaille

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

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

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- TITLES(S)
- PARTNERS
 - LIMITED
 - GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of October, A.D. 2022.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 10th day of October, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

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



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

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of November, 2022.



MJ Pethick

By: Mary Jean Pethick
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to: reportsfclaims@zurichna.com



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



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

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Old Company Names

Effective Date

Agent For Service

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

Reference Information

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

[back to top](#)

NAIC Group List

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

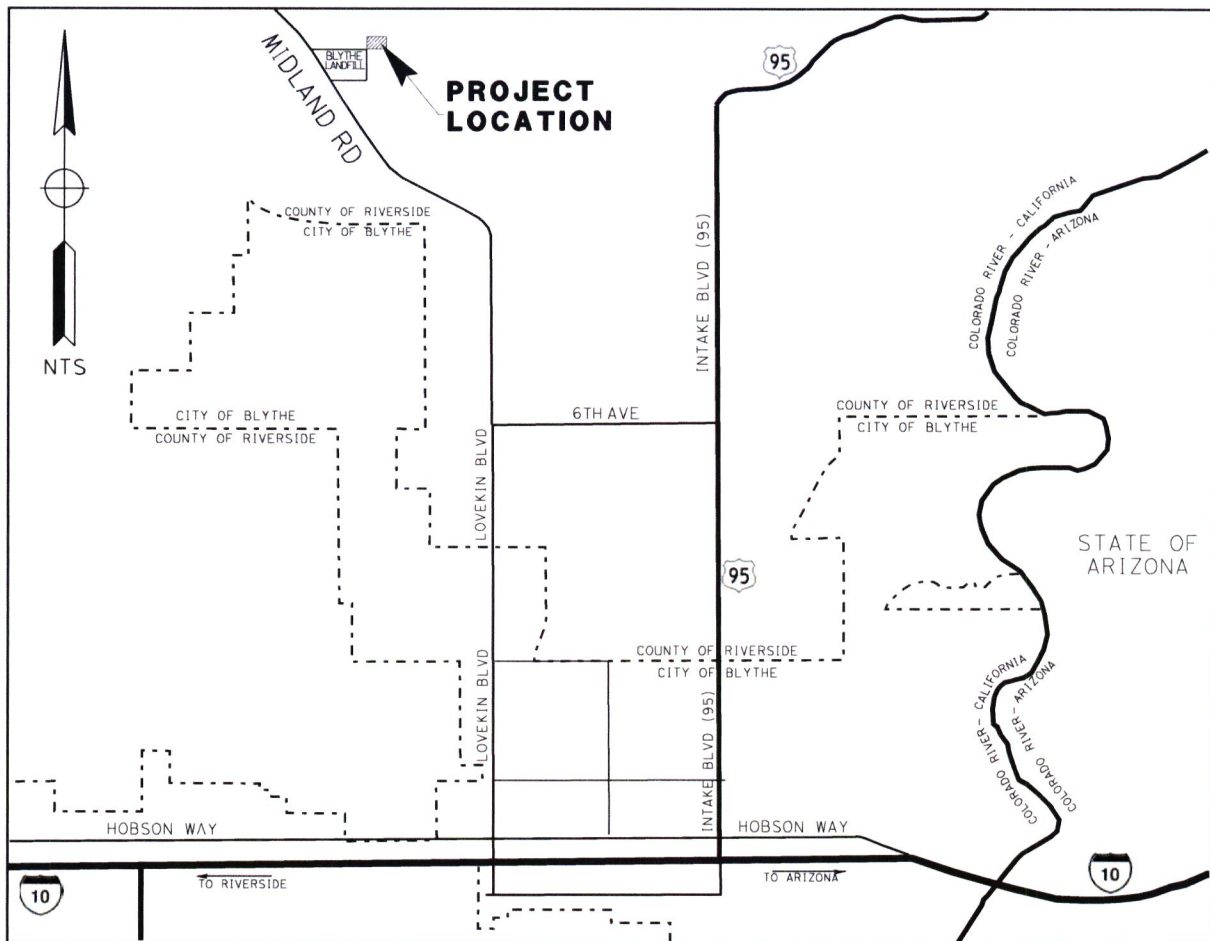
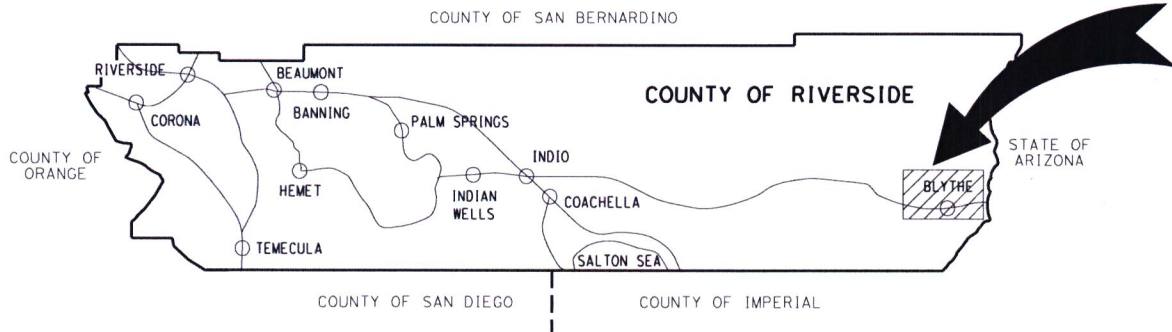
Lines Of Business

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

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

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

DESERT TORTOISE FENCE PROJECT COUNTY MIDLAND GRAVEL PIT NORTH OF CITY OF BLYTHE PROJECT No. Z2300001



VICINITY MAP

Attachment "A"

Riverside County Transportation Department

Project: **Midland Pit Tortoise Fence Installation**

Project No.(s): **2300001**

Expenses as of: **12/15/2022**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Design					
Environmental					
Right-of-way					
Construction		113,810	125,191	210,000	126,000
Construction Contingency 10.0%		11,381			
Construction Engineering & Inspection 15.0%		17,072	17,072	30,000	18,000
Construction Survey 5.0%		5,691	5,691	10,000	6,000
Utilities					
Totals:		147,953	147,953	250,000	150,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
201	Proposition 111 (gas tax)	250,000	150,000
Totals		250,000	150,000

Comments

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Desert Tortoise Fence Project
County Midland Gravel Pit
North of City of Blythe

Advertised: November 1, 2022 (Agenda Item: 3.14)

Addenda: 1 (11/17/2022)

Bids Open: 2 pm Date: Wednesday, November 23, 2022

Project No. Z2300001

Company Name	BASE BID SCHEDULE Desert Tortoise Fence	Project Total
COUNTY'S ESTIMATE	\$117,500.00	\$117,500.00
1 C & W Construction Specialties	\$113,810.00	\$113,810.00
2 Crown Fence Company	\$129,885.00	\$129,885.00
3 Danny C. Hubbs Construction	\$133,888.00	\$133,888.00
4 Alcorn Fence Company	\$137,170.00	\$137,170.00
5 FenceCorp, Inc.	\$154,710.00	\$154,710.00
6 Red Hawk Services Inc.	Non-Responsive	
<i>Average Bid Prices</i>	\$133,892.60	\$133,892.60

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Desert Tortoise Fence Project
County Midland Gravel Pit
North of City of Blythe**

Advertised: November 1, 2022 (Agenda Item: 3.14)

Addenda: 1 (11/17/2022)

Project No. Z2300001

Bids Open: 2 pm Date: Wednesday, November 23, 2022

BASE BID SCHEDULE - Desert Tortoise Fence					COUNTY'S ESTIMATE		1 C & W Construction Specialties Ventura, CA 93003	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	7,000.00	7,000.00	18,900.00	18,900.00
2	100100	DEVELOP WATER SUPPLY	LS	1	4,000.00	4,000.00	1,700.00	1,700.00
3	803220	DESERT TORTOISE FENCE	LF	8,000	12.00	96,000.00	10.37	82,960.00
4	803220	DESERT TORTOISE FENCE [FENCE MATERIALS FOR FUTURE MAINTENANCE]	LF	100	5.00	500.00	2.50	250.00
5	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
PROJECT TOTAL ITEMS 1 - 5							117,500.00	113,810.00

BASE BID SCHEDULE - Desert Tortoise Fence					2 Crown Fence Company Santa Fe Springs, CA 90670		3 Danny C. Hubbs Construction Yucaipa, CA 92399	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	5,385.00	5,385.00	7,000.00	7,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	500.00	500.00	4,008.00	4,008.00
3	803220	DESERT TORTOISE FENCE	LF	8,000	14.20	113,600.00	14.01	112,080.00
4	803220	DESERT TORTOISE FENCE [FENCE MATERIALS FOR FUTURE MAINTENANCE]	LF	100	4.00	400.00	8.00	800.00
5	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
PROJECT TOTAL ITEMS 1 - 5						129,885.00		133,888.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Desert Tortoise Fence Project
County Midland Gravel Pit
North of City of Blythe**

Advertised: November 1, 2022 (Agenda Item: 3.14)

Addenda: 1 (11/17/2022)

Project No. Z2300001

Bids Open: 2 pm Date: Wednesday, November 23, 2022

BASE BID SCHEDULE - Desert Tortoise Fence					4 Alcorn Fence Company Riverside, CA 92519		5 FenceCorp, Inc. Riverside, CA 92508	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	21,160.00	21,160.00	7,000.00	7,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	20,680.00	20,680.00	4,000.00	4,000.00
3	803220	DESERT TORTOISE FENCE	LF	8,000	10.63	85,040.00	16.67	133,360.00
4	803220	DESERT TORTOISE FENCE [FENCE MATERIALS FOR FUTURE MAINTENANCE]	LF	100	2.90	290.00	3.50	350.00
5	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
		PROJECT TOTAL ITEMS 1 - 5				137,170.00		154,710.00

BASE BID SCHEDULE - Desert Tortoise Fence					6 Red Hawk Services Inc. Perris, CA 92570			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE		
1	066100	DUST ABATEMENT	LS	1	23,266.00	23,266.00		
2	100100	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00		
3	803220	DESERT TORTOISE FENCE	LF	8,000	15.31	122,480.00		
4	803220	DESERT TORTOISE FENCE [FENCE MATERIALS FOR FUTURE MAINTENANCE]	LF	100	2.40	240.00		
5	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	10,000.00	10,000.00		
		PROJECT TOTAL ITEMS 1 - 5						Non-Responsive



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 17, 2022

to the
Specifications and Contract Documents
for the construction of

Desert Tortoise Fence Project
County Midland Gravel Pit
North of City of Blythe
Project No. Z2300001

Bids Due: Wednesday, November 23, 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 DESIGNATION/CERTIFICATION OF DESERT TORTOISE FENCE INSTALLER(S) bid form. Refer to "DESIGNATION/CERTIFICATION OF DESERT TORTOISE FENCE INSTALLER(S)" bid form on page B6. Delete and replace this bid form (page B6) with revised bid form attached herewith as **Attachment "A"**. The following changes have been made to the bid form:


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

- a. Bidder must list three separate desert tortoise fence installation projects performed by the same installer(s) and completed within the last ten (10) years.

ATTACHMENTS

A – Revised DESIGNATION/CERTIFICATION OF DESERT TORTOISE FENCE INSTALLER(S) bid form (1 page)

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

Prepared by:  Date: Nov. 17, 2022
Joel Jimenez, Project Manager, Contracts/Bidding Unit

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).

DESIGNATION/CERTIFICATION OF DESERT TORTOISE FENCE INSTALLER(S) (Revised)

THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR THE BID WILL BE CONSIDERED NON-RESPONSIVE.

BIDDER proposes to have **DESERT TORTOISE FENCE** installed by:

Name Address (City/State)

This form shall be completed by all bidders. Name above must be the actual company performing the **DESERT TORTOISE FENCE** installation on the project site.

For any bid to be considered responsive, bidder must list below three separate desert tortoise fence installation projects performed by the same installer(s) designated above and completed within the last **ten (10)** years.

To be considered a valid representative desert tortoise fence installation project, bidder must submit the name of the project, agency, agency contact name and phone number, for each project and the date the project was completed. A project will be considered a valid representative project if DESERT TORTOISE FENCE installation operation was successfully completed within the last **ten (10)** years. Any project listed with a fence installation other than DESERT TORTOISE FENCE will be considered invalid as a representative project.

Bidder shall verify any proposed representative projects prior to listing a subcontractor with such projects, or the bid will be considered non-responsive.

If the Bidder cannot list in the space provided below three projects that meet the criteria specified herein that were performed by the proposed DESERT TORTOISE FENCE installer(s), or if the information is incomplete or inaccurate, the bid will be considered non-responsive.

Representative DESERT TORTOISE FENCE Installation Projects

Name of Project No. 1 _____ Date Completed _____
Agency _____ Agency Contact _____
Phone _____ Email (optional) _____

Name of Project No. 2 _____ Date Completed _____
Agency _____ Agency Contact _____
Phone _____ Email (optional) _____

Name of Project No. 3 _____ Date Completed _____
Agency _____ Agency Contact _____
Phone _____ Email (optional) _____

Print Name, Title Signature of Bidder Date