

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



ITEM: 13.1  
(ID # 21297)

**MEETING DATE:**

Tuesday, March 28, 2023

**FROM :** PARKS DEPARTMENT:

**SUBJECT:** PARKS DEPARTMENT: Approve and Execute Contract with AZCA Drilling and Pump, Inc. for the Mayflower Regional Park Sanitary Sewer Project; District 4. [\$1,231,318 Total Cost - Per Capita Grant Funds 80%, Solar Funds 20%]

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

1. Waive any minor irregularities, and accept the low bid submitted by AZCA Drilling and Pump, Inc. in the sum amount of \$1,231,318 for construction of the Mayflower Park Sanitary Sewer Improvement project;
2. Award the Construction Contract to AZCA Drilling and Pump, Inc. for the Mayflower Park Sanitary Sewer Improvement project and authorize the Chairman of the Board of Supervisors to execute the contract documents;
3. Authorize the General Manager, or their Designee, to approve and execute amendments to the Contract that have been approved by County Counsel, as required to complete the project that do not change the substantive terms of the Contracts, or increase compensation more than ten percent (10%); and
4. Direct the Clerk of the Board to return three (3) executed copies of the Contract to RivCoParks.

**ACTION:Policy**

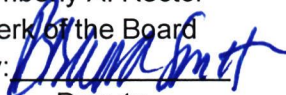
  
Kyla R. Brown, General Manager 3/21/2023

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: March 28, 2023  
xc: Parks

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 300,000	\$ 931,318	\$ 1,231,318	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Per Capita Grant Funds 80%, Solar Funds 20%			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year:</b> 22/23 – 23/24	

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

**BACKGROUND:**

**Summary**

Since 2006, RivCoParks and the City of Blythe (City) have been working together to allow Mayflower Park to access and connect to the City’s existing sewer main located on 6th Avenue and Colorado River Road. In 2009, Dudek Engineering proposed a route for this connection along Colorado River Road. A mutual obligation included in the November 2012 initial agreement between RivCoParks and the City of Blythe was for both parties to review and consider the inclusion of additive alternates to the sewer construction bid package contemplating residential availability along the originally proposed alignment down Colorado River Road.

In May 2018, The Holt Group was contracted to provide the RivCoParks with preliminary engineering plans and construction estimates for the original conceptual alignment for the sewer connection. During this preliminary engineering phase it was determined based upon the shallow water table and depth required for the sewer pipeline to connect to 6th Avenue from this point would not be financially feasible for the District and an alternative proposal was brought to the City of Blythe during a Special Study Session with City Council in August 2018 where this alternative proposal was accepted. Subsequently, an amendment to the original 2012 Agreement between the District and the City of Blythe was approved by City Council on April 9, 2019. This first amendment accepts the new proposed route and connection point to the 6th Avenue force main and allows for a gravity pipeline from Mayflower Park through adjacent farmland, greatly reducing construction costs and impacts.

Over the last three (3) years RivCoParks has worked on the engineering plans and easement required for this infrastructure improvement effort with the City of Blythe’s Public Works Department, City of Blythe’s City Council and City Manager, Riverside County Survey and Facilities Management, Riverside Local Agency Formation Commission (LAFCO), the Holt Group, Fourth District Supervisor Perez, and the community in an effort to bring the Mayflower Park Expansion to fruition; including special community workshops held in August 2019 to garner community input.

On December 22, 2018, per Minute Order 13.2, your honorable Board dedicated the existing fund balance and future revenue derived from the 25% community benefit share of the McCoy Solar Project to capital improvements at Mayflower Regional Park (Mayflower Park). As part of this funding dedication, existing park infrastructure at Mayflower Park must be upgraded to meet

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

current public demand. The current wastewater management system poses water quality control issues along the Colorado River. The alternative proposed sewer connection to the City of Blythe's system has been accepted by the City of Blythe and Local Agency Formation Commission (LAFCO).

On November 1, 2022 per Minute Order 13.1, your honorable Board authorized the advertisement for bids for construction for the Mayflower Park Sanitary Sewer Improvement project. A request for bids was advertised, and closed December 15, 2022. A total of 4 bids were received. Upon review, AZCA Drilling and Pump, Inc. was determined to be the most responsive low bid at \$1,231,318.

Agreement has been approved as to form by County Counsel.

Project will construct a new sanitary sewer pipeline system, pump station, and force main to collect Mayflower Park's wastewater (Project). This new system will connect to an existing, unusable restroom facility which is planned for ADA improvements and retrofitting to support the existing campground, boat launch, and day-use facilities at Mayflower Park. The Project includes the installation of 1,668 lineal feet of sewer pipeline and 10 manholes.

The existing Mayflower Park septic tank and drain field will be abandoned and decommissioned in accordance with County of Riverside Department of Environmental Health requirements.

**Impact on Residents and Businesses**

Mayflower Park, is heavily used seasonally, with regular customers returning annually over winter. The current aging septic system infrastructure poses a risk to public health with its proximity to the Colorado River. Replacing the existing septic with City Sewer Services will allow for customers full sewer hook-ups without weekly pumping and ensure the facility can remain in use.

**Additional Fiscal Information**

Funding for the Project is partially provided by the 20% community benefit share of the McCoy Solar Project payments. Additional funding will include Development Impact Fees and Proposition 68 Per Capita grant funding.

**ATTACHMENTS:**

Construction Agreement

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

*Meghan Hahn*  
\_\_\_\_\_  
Meghan Hahn, Deputy Director of Procurement 3/21/2023

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst 3/24/2023

*Ronak Patel*  
\_\_\_\_\_  
Ronak Patel, Deputy County Counsel 3/24/2023

## CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered into at Riverside, California on March 28, 2023, by and between the **Riverside County Parks District**, thereafter called "**RIVCOPARKS**" and **AZCA Drilling & Pump, Inc** a Arizona Corporation, hereinafter called "**CONTRACTOR**".

1. CONTRACTOR has submitted to RIVCOPARKS its bid for (PKARC-0233) the Mayflower Park Sanitary Sewer Improvement Project, 4980 Colorado River Road, Blythe, CA 92225 hereafter called "Project," and all appurtenant work in accordance with the Contract Documents identified below and RIVCOPARKS has awarded the Contract to Contractor said bid.
2. CONTRACTOR has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.
3. Contract Documents: The entire contract consists of the following:
  - a. This Construction Contract; The Notice Inviting Bids for the Request for Bids for (PKARC-0233) Mayflower Park Sanitary Sewer Improvement Project, 4980 Colorado River Road, Blythe, CA 92225
  - b. The Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, and Performance Bond for the Construction Improvements, all applicable RIVCOPARKS, State and Federal requirements for the project;
  - c. The General Provisions; Special Provisions (Technical Specifications); plans and drawings; and any addenda issued for the project;
  - d. Any change orders issued for the project;
  - e. Any additional or supplemental specifications or drawings issued for the project; and
  - f. Meeting minutes and any other documents contained in the Project Manual.

The above listed documents are by this reference incorporated herein with like effect as if here set forth in full. Upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Work: CONTRACTOR shall do all things necessary to accomplish the work described in the Contract Documents and shall commence after receipt of the Notices to Proceed at the time and date specified by RIVCOPARKS.
5. Contract Time: This Contract shall remain in effect until all work has been completed, Notice of Completion has been issued by the RivCoParks, and all payments have been made to Contractor. All work is to be completed no later than April 1, 2024
6. Liquidated Damages: It is agreed by the parties to the contract that time is of the essence and in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by RivCoParks and that it will be impractical and extremely difficult to ascertain and determine the actual damage which RivCoParks will sustain in the event of, and by reason of, such delay. Therefore, it is agreed the successful bidder shall pay to RivCoParks, as fixed and liquidated damages, and not as a penalty, a dollar sum in the amount of **Two Thousand Five Hundred Dollars (\$2,500.00)** per calendar day for each and every calendar day that delivery of complete project is in excess of the contract time stipulated until Contractor completes the Project. It is further agreed that in the event such damages are sustained by RivCoParks, RivCoParks shall deduct the amount thereof from any moneys due or that may become due to the CONTRACTOR under the

contract. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code Section 53069.85

7. Compensation: CONTRACTOR shall be paid the following total amount in the manner set forth in the Contract Documents

**\$ 1,231,318.00**

(In Figures)

**One million two hundred thirty-one thousand three hundred eighteen**

(In Words)

Please reference the contract breakdown as outlined below:

**A. BASE BID:**

Provide base bid scope in accordance with the Contract Documents for Mayflower Park Sanitary Sewer Improvement Project, 4980 Colorado River Road, Blythe, CA 92225 price indicated below:

**NOTE:** Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the e items.

<b>Item No.</b>	<b>Item</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total</b>
1	Mobilization of Equipment and Material, Permits including Encroachment Permits, Insurance, Bonds, Mojave Desert Air Quality Management District Requirements, Taxes, Portable Restroom Facilities, Freight, Submittal Documents, potable drinking water, safety requirements, meetings, utility identification and coordination with USA, administrative items including payment requests, RFI's, and change orders, project signs and all items included in Section 01505 - Mobilization of the Technical Specifications complete in its entirety in strict conformance with the contract documents.	LUMP SUM	<u>75,000.00</u>	1	<u>75,000.00</u>
2	Pothole existing utilities along the length of the 4-inch sanitary sewer forcemain and 8-inch gravity sewer main prior to the commencement of the pipeline trench excavation per the Plans and the Specifications.	LUMP SUM	<u>7,500.00</u>	1	<u>7,500.00</u>

Item No.	Item	Unit	Unit Price	Quantity	Total
3	Clear overgrown vegetation from the water facility compound per Demolition Keynote 6 on Plan Sheet 6.	LUMP SUM	<u>3,500.00</u>	1	<u>3,500.00</u>
4	Relocate RV trailers, boats, and similar items along the length of the new sanitary sewer pipeline per Demolition Keynote 7 on Plan Sheet 5 and 6.	LUMP SUM	<u>3,500.00</u>	1	<u>3,500.00</u>
5	Remove and store existing chain link fence mesh in the vicinity of the west and north sides of the sanitary sewer pump station to allow the installation of the pump station and forcemain. Install the existing chain link fence mesh and new fence posts, hardware, fasters, and all other new fence components. Complete work in accordance with Construction keynote 21 on Plan Sheet 8, Demolition Keynote 5 on Plan Sheets 5 and 6, and Construction Keynote 13 on Plan Sheets 5 and 6.	LUMP SUM	<u>3,500.00</u>	1	<u>3,500.00</u>
6	Temporarily remove and store the existing roll gate fence at the park entrance per Demolition Keynote 14 on Plan Sheet 6. Throughout the period of construction install temporary fencing at the entrance during non-working hours. At the conclusion of construction activities reinstall the roll gate and any associated chain link fence per Construction Keynote 13 on Plan Sheet 6.	LUMP SUM	<u>3,500.00</u>	1	<u>3,500.00</u>
7	Sawcut the existing A.C. pavement for the full depth of the A.C. pavement.	L.F.	<u>17.50</u>	200	<u>3,500.00</u>

<b>Item No.</b>	<b>Item</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total</b>
8	Cold plane the existing A.C. pavement for a thickness of 0.12-ft per Demolition Keynote 3 on Plan Sheets 3, 6, and 7.	SYD	<u>200.00</u>	21	<u>4,200.00</u>
9	Remove and dispose of an existing tree per Demolition Keynote 8 on Plan Sheet 6.	LUMP SUM	<u>1,000.00</u>	1	<u>1,000.00</u>
10	Sawcut, remove and dispose of a small section of existing sanitary sewer pipeline in the area of new manhole number 7. Connect the existing upstream 6-inch diameter pipeline to the new manhole base with a 6-inch SDR 35 PVC pipeline segment and caulder coupling with stainless steel bands. See Demolition Keynote 9 on Plan Sheets 6 and 7.	LUMP SUM	<u>7,000.00</u>	1	<u>7,000.00</u>
11	Sawcut existing P.C.C. barrier curb per Demolition Keynote 11 on Plan Sheet 7.	L.F.	<u>200.00</u>	3	<u>600.00</u>
12	Remove and dispose of existing P.C.C. concrete barrier curb and underlying material to subbase design grade per Demolition Keynote 11 on Plan Sheet 7.	CYD	<u>1,000.00</u>	1	<u>1,000.00</u>
13	Sawcut the existing P.C.C. sidewalk for the full depth of the P.C.C. concrete per Demolition Keynote 12 on Plan Sheet 7.	L.F.	<u>100.00</u>	30	<u>3,000.00</u>
14	Remove and dispose of existing P.C.C. sidewalk and underlying material to subbase design grade per Demolition Keynote 12 on Plan Sheet 7.	CYD	<u>600.00</u>	5	<u>3,000.00</u>



<b>Item No.</b>	<b>Item</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total</b>
15	Remove and abandon the existing three (3) septic systems per Special Conditions Section 4 of the Project Specifications.	LUMP SUM	<u>18,000.00</u>	1	<u>18,000.00</u>
16	Install 4-inch sanitary sewer forcemain across Sixth Avenue to the connection fittings on the south side of Sixth Avenue per Construction Keynote 25 on Plan Sheet 3. This item includes the excavation and disposal of existing native material within the pipe trench and installation of the 4-inch sanitary sewer forcemain pipeline. This item includes the installation of the magnetic detector tape and 12 inch copper coated tracer wire. This item does not include sawcutting, cold planing, and removal and disposal of A.C. pavement. This item does not include the installation of sand slurry backfill in the pipe trench. This item does not include the installation of Class 2 base and A.C. pavement. This item does not include traffic control.	L.F.	<u>1,000.00</u>	30	<u>30,000.00</u>
17	Install new 4-inch sanitary sewer forcemain in native areas per Construction Keynote 1 on Plan Sheets 3 - 6. This item includes the excavation and backfilling of native material within the pipe trench and installation of the 4-inch sanitary sewer forcemain pipeline.	L.F.	<u>40.00</u>	2,984	<u>119,360.00</u>

<b>Item No.</b>	<b>Item</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total</b>
18	Install new 8-inch-diameter SDR 35 PVC sanitary sewer gravity pipeline in native area per Trench Detail R on Plan Sheet 16. This item includes the excavation and backfilling of native material within the pipe trench and installation of the 8-inch sanitary sewer main pipeline.	L.F.	<u>60.00</u>	1,622	<u>97,320.00</u>
19	Install new 8-inch-diameter SDR 35 PVC sanitary sewer gravity pipeline in A.C. pavement per Trench Detail R on Plan Sheet 16. This item includes the excavation and disposal of existing native material within the pipe trench and installation of the 8-inch sanitary sewer main pipeline. This item does not include sawcutting, cold planing, and removal and disposal of A.C. pavement. This item does not include the installation of class II base and A.C. pavement.	L.F.	<u>150.00</u>	68	<u>10,200.00</u>
20	Install new 10-inch-diameter AWWA C-900 DR 14 PVC encasement pipeline per Encasement Detail N on Plan Sheet 15.	L.F.	<u>200.00</u>	28	<u>5,600.00</u>

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
21	<p>Connect the new 4-inch sanitary sewer forcemain to the existing 8-inch diameter forcemain. Complete demolition work to sever and remove the existing 8-inch diameter forcemain. Complete earthwork excavation to complete demolition work. Remove and dispose of the sanitary sewer flow entering the pipeline connection excavation. Install 8-inch AWWA C-900, DR-18 PVC pipeline, all pipe fittings, plug valve with riser and cover, reducers, flanged coupling adapters, transition couplings and all other pipe components to complete the pipeline connection per Construction Keynotes 2 through 9 and Keynote 13 of Detail O and P on Plan Sheet 15. Complete all work in conformance with detail O and P on Plan Sheet 15 and the "removal of and disposal of sanitary sewer after cutting existing 8-inch sanitary sewer pipeline along Sixth Avenue" note on Plan Sheet 15. Complete backfilling of native material after the pipeline installation is completed. Compact native material to 90 percent of maximum density per ASTM D1557. The installation of the 4-inch forcemain across Sixth Avenue including the trench backfill, A.C. pavement demolition, and A.C. pavement installation as illustrated on Details O and P on Plan Sheet 15 are <del>not</del> included in the work associated with this item.</p>	LUMP SUM	<u>40,000.00</u>	1	<u>40,000.00</u>
22	<p>Install sand slurry fill in the 4-inch forcemain trench crossing Sixth Avenue per Construction Keynote 25 on Plan Sheet 3 and Trench Detail A on Plan Sheet 13.</p>	TONS	<u>400.00</u>	16	<u>6,400.00</u>

<b>Item No.</b>	<b>Item</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total</b>
23	Install a new sewage air vacuum/ release valves per Detail H on Plan Sheet 14.	EA	<u>4,500.00</u>	2	<u>9,000.00</u>
24	Install new 4-inch diameter sanitary sewer forcemain cleanouts per Detail E on Plan Sheet 13 except do not include the forcemain clean out at the 8-inch forcemain connection per Detail P on Plan Sheet 15.	EA	<u>2,000.00</u>	5	<u>10,000.00</u>
25	Install new 4-inch diameter, 22.5- degree ductile iron elbows with 316 S.S. hardware.	EA	<u>1,000.00</u>	5	<u>5,000.00</u>
26	Install new 4-inch diameter, 45- degree ductile iron elbow with 316 S.S. hardware except do not include the 4-inch diameter 45 degree elbow at the 8-inch forcemain connection per Detail P on Plan Sheet 15. Also do not include the 45 degree ductile iron elbows within the pump station wet well per the "callout" on Section C-C on Plan Sheet 9.	EA	<u>1,000.00</u>	4	<u>4,000.00</u>
27	Install new 4-inch diameter, restrained joint fittings with ductile iron hardware. Do not include the 4- inch restrained joint fitting at the 8- inch forcemain connection per detail P on Plan Sheet 15.	EA	<u>500.00</u>	18	<u>9,000.00</u>
28	Install 4-inch sanitary sewer forcemain pipeline outside of the pump station wet well per Construction Keynote 23 on Plan Sheet 8 and install 4-inch forcemain per Trench Detail A on Plan Sheet 13 outside of the pump station excavation.	L.F.	<u>200.00</u>	35	<u>7,000.00</u>

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
29	Install 12-inch gravity sanitary sewer pipeline stub-out from the sanitary sewer pump station per Construction Keynotes 17 and 18 on Plan Sheet 8 and Construction Keynotes 15 and 23 on Plan Sheet 9. Install the 12-inch gravity sanitary sewer pipeline outside of the pump station excavation per Trench Detail R on Plan Sheet 16. Also include the 12-inch PVC pipeline concrete wet well penetration in this item per Construction Keynote 14 on Plan Sheet 8.	LUMP SUM	<u>9,000.00</u>	1	<u>9,000.00</u>

30	<p>Excavate and store native material for construction of the sanitary sewer pump station concrete wet well. The constructed PCC wet well shall be backfilled with the stored native material. Complete the excavation, stock piling, and backfilling of the native material per Construction Keynote 5 on Plan Sheet 9. Include the installation of crushed rock in non-woven geotextile fabric below the base of the pump station wet well per Construction Keynotes 2 and 17 on Plan Sheet 9. Install PCC pre-cast concrete wet well base, shaft, and ceiling per Construction Keynote 3 on Plan Sheet 8 and Construction Keynotes 3 and 4 on Plan Sheet 9. Coat the exterior surfaces of the wet well per Construction Keynote 6 on Plan Sheet 8 and Construction Keynote 9 on Plan Sheet 9. An aluminum access hatch shall be cast in the ceiling of the pump station wet well per Construction Keynote 7 on Plan Sheet 8 and Construction Keynote 8 on Plan Sheet 9. Install the PCC wet well slab per Construction Keynote 4 on Plan Sheet 8 and Construction Keynote 18 on Plan Sheet 9. The installation of the Class 2 base referred to by Construction Keynote 4 on Plan Sheet 8 is not included in this item. Coat the interior concrete and grout surfaces within the wet well per Construction Keynote 10 on Plan Sheet 9. Install grout fillet at the base of the pump station wet well per Construction Keynote 11 on Plan Sheet 9. Install penetration for the 8-inch SDR 35 PVC collection system pipeline through the concrete pump station wet well wall per Construction Keynote 14 on Plan Sheet 8 and Construction Keynote 15 on Plan Sheet 9. Install 4-inch suction pipelines, 4-inch x 6-inch increasing PVC elbows, fiberglass support brackets, and pipeline ceiling penetrations per Construction Keynotes 13, 20, 21, and 22 on Plan Sheet 9. Install 4-inch PVC discharge pipeline and associated fittings and couplings including pipeline pump station ceiling and wall penetrations from the skid mounted pump station to the exterior pump station wet well wall per Construction Keynotes 9 and 13 on Plan Sheet 8 and Construction Keynotes 12, 13, and 19 on Plan Sheet 9 and the 45 degree ductile iron elbow "callout" per Section C-C on Plan Sheet 9. Install liquid level submersible, air release lines, and Butyl Black Majestic rope per Construction Keynotes 24, 25, and 26 on Sheet 9.</p>	LUMP SUM	40,000.00	1	40,000.00
31	<p>Install 6-inch poly-air activated carbon vent filter on a 6-inch schedule 80 PVC pipeline through wet well ceiling per Detail K on Sheet</p>	LUMP SUM	2,000.00	1	2,000.00

<b>Item No.</b>	<b>Item</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total</b>
	14 with all necessary PVC couplings, fittings, components and six additional activated carbon net bags with activated carbon filters per Construction Keynote 16 on Sheet 8 and Construction Keynote 27 on Sheet 9.				
32	Install 2-inch x 6-inch treated header board around the perimeter of the Class 2 base pump station pad area per Construction Keynote 22 on Plan Sheet 8 and Construction Keynote 7 on Plan Sheet 9.	L.F.	<u>60.00</u>	110	<u>6,600.00</u>
33	Install an above ground pre-packaged self-priming pump station per Construction Keynote 8 on Plan Sheet 8, Construction Keynote 14 on Plan Sheet 9, and Sanitary Sewer Pump Station Specifications on Plan Sheets 10 - 12.	LUMP SUM	<u>190,000.00</u>	1	<u>190,000.00</u>
34	Install electrical improvements for this project in conformance with electrical Plan Sheets E1 through E4. Install pump station light per Construction Keynote 19 on Plan Sheet 8. Include the costs of a manufacturer's technical representative to set up, connect, test, trouble shoot, demonstrate and train personnel regarding the Master and Slave RTU Transceivers and Antenna Systems at the Hidden Beaches and Mayflower Park Sanitary Sewer Pump Stations.	LUMP SUM	<u>117,000.00</u>	1	<u>117,000.00</u>

Item No.	Item	Unit	Unit Price	Quantity	Total
35	Install new 2-inch schedule 80 PVC water service pipeline from the water facility compound to the sanitary sewer pump station per Construction Keynote 15 on Plan Sheet 6 and Construction Keynote 1 on Plan Sheet 8. Install 2-inch reduced pressure principal backflow prevention assembly with steel bollards per Construction Keynote 27 on Plan Sheet 6.	LUMP SUM	<u>7,000.00</u>	1	<u>7,000.00</u>
36	Install new hose bib per Construction Keynote 2 on Plan Sheet 8.	LUMP SUM	<u>200.00</u>	1	<u>200.00</u>
37	Remove existing restroom building sanitary sewer lateral section per Demolition Keynote 10 on Plan Sheet 7. Install new sanitary sewer lateral from new sanitary sewer main to existing sewer lateral point of connection per Construction Keynote 21 on Plan Sheet 7.	LUMP SUM	<u>3,000.00</u>	1	<u>3,000.00</u>
38	Remove and replace Manhole Number 5 at Station 1+45.57 per Construction Keynote 19 on Plan Sheet 7.	LUMP SUM	<u>12,000.00</u>	1	<u>12,000.00</u>
39	Install new 4-foot diameter Sanitary Sewer Manholes per Construction Keynote 22 on Plan Sheets 5, 6, and 7 and Detail M on Sheet 15. Do not include the installation of sanitary sewer manhole #5.	L.F.	<u>1,200.00</u>	67	<u>80,400.00</u>
40	Install Class 2 base beneath A.C. pavement for gravity and forcemain pipeline road crossings and new sanitary sewer pump station area per Trench Details A and R on Plan Sheet 13 and 16 and per Construction Keynote 5 on Plan Sheet 8.	TON	<u>120.00</u>	205	<u>24,600.00</u>



<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
41	Install A.C. pavement for sanitary sewer pipeline trenches and cold planed areas per Construction Keynotes 3 and 17 on Plan Sheet 3, 6, and 7. Include the costs for the application of tack coat.	TON	<u>700.00</u>	8	<u>5,600.00</u>
42	Install new 10-foot long P.C.C. sidewalk section per Detail C on Plan Sheet 13. Compact the native material to a minimum 90% relative compaction per ASTM D-1557 for a minimum depth of one foot below subgrade.	S.F.	<u>40.00</u>	150	<u>6,000.00</u>
43	Install new 6-inch P.C.C. barrier curb per Detail D on Plan Sheet 13.	L.F.	<u>300.00</u>	16	<u>4,800.00</u>
44	Paint yellow dashed centerline striping per Caltrans Standard Plan A20A Detail 5	L.F.	<u>25.00</u>	20	<u>500.00</u>
45	Traffic Control	LUMP SUM	<u>5,000.00</u>	1	<u>5,000.00</u>
46	Hydrostatic Testing of the 4-inch sanitary sewer forcemain pipeline.	LUMP SUM	<u>5,000.00</u>	1	<u>5,000.00</u>
47	Mandrel and Air Testing of the 8-inch sanitary sewer gravity collection system pipeline.	LUMP SUM	<u>10,000.00</u>	1	<u>10,000.00</u>
48	Hydraulic Water Testing of manholes.	LUMP SUM	<u>5,000.00</u>	1	<u>5,000.00</u>
49	Surveying and Staking Services	LUMP SUM	<u>40,000.00</u>	1	<u>40,000.00</u>
50	Preparation of As-Built Plans	LUMP SUM	<u>5,000.00</u>	1	<u>5,000.00</u>


Item No.	Item	Unit	Unit Price	Quantity	Total
51	Force Account Allowance	LUMP SUM	50,000.00	1	50,000.00

**Base Bid (Total Amount of Bid Items 1 Through 51):** one million one hundred nineteen thousand three hundred eighty dollars (\$ 1,119,380.00), including all applicable taxes, licenses, Bonds and Insurance for the Mayflower Park Sanitary Sewer Improvement Project, 4980 Colorado River Road, Blythe, CA 92225 price indicated below:


- B. 10% CONTINGENCY: This is not a guarantee of payment, is a contingency for unexcepted expenses and only to be used only by district approval via written change order. One hundred eleven thousand nine hundred thirty-eight dollars \$ (111,938)
- C. **GRAND TOTAL OF BASE BID, ALLOWANCES AND 10% CONTINGENCY OF TOTAL BASE BID:** One million two hundred thirty-one thousand three hundred eighteen (\$1,231,318), including all applicable taxes, licenses, allowances, contingency, and bonds.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth on Page 1 of this Construction Contract.

**CONTRACTOR:**

COMPANY NAME: AZCA Drilling & Pump, Inc.  
 BY:   
 NAME: Larry J Siddall  
 TITLE: President  
 Dated: 02/25/2023

**OWNER:  
RIVERSIDE COUNTY PARKS DISTRICT**


By:   
 Kevin Jeffries  
 Chair  
 Board of Directors

DATE: 3/28/23

ATTEST:  
CLERK OF THE BOARD  
**KIMBERLY A. RECTOR**

By:   
 Deputy

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

By:   
 Kristine Bell-Valdez  
 Supervising Deputy County Counsel

DATE: 3/13/23

**PAYMENT BOND**

(Public Work - Civil Code Sections 9550 et seq.)

(Page 1 of 2)

WHEREAS, the Riverside County Parks District ("RivCoParks") has awarded Construction Contract Number: BID # PKARC-0233 ("Contract") to the undersigned \_\_\_\_\_, as Principal ("Principal") to perform the work ("Work") for the following project: Mayflower Park Sanitary Sewer Improvement Project.

WHEREAS, said Principal is required by the Contract and/or by the California Civil Code Section 9550 et seq. to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and \_\_\_\_\_ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto RivCoParks in the penal sum of **One million two hundred thirty-one thousand three hundred eighteen Dollars (\$ 1,231,318 )**, this amount being not less than onehundred percent (100%) of the total sum payable by RivCoParks under the Contract at the time the Contract is awarded by RivCoParks to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by RivCoParks, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by RivCoParks or Principal.

**PAYMENT BOND**

Page 2 of 2

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing RivCoPark's rights against the others.

(Corporate Seal of Principal, if Corporation)

\_\_\_\_\_  
**(Proper name of Principal)**

**By:**

\_\_\_\_\_  
**Signature of Principal authorized representative**

\_\_\_\_\_  
**Print or type authorized representative's Name**

\_\_\_\_\_  
**Print or type Principal's Address**

(Corporate Seal of Surety)

**Surety**

**By:**

\_\_\_\_\_  
**Attorney-in-Fact**

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

\_\_\_\_\_  
**Name and Address of California Agent of Surety**

\_\_\_\_\_  
**Telephone Number of California Agent of Surety**

**Note: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be attached.**

**PERFORMANCE BOND**  
(Public Work – Public Contract Code Section 20129 (b))  
(Page 1 of 3)

WHEREAS, the Riverside County Parks District (“RivCoParks”) has awarded Construction Contract Number: PKARC-0233 (“Contract”) to the undersigned  
, as Principal (“Principal”) to perform the work (“Work”) for the following project: Mayflower Park Sanitary Sewer Improvement Project, which Contract is by this reference hereby incorporated herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and \_\_\_\_\_ (“Surety”), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto RivCoParks in the penal sum of **One million two hundred thirty-one thousand three hundred eighteen Dollars (\$ 1,231,318 )**, this amount being not less than one hundred percent (100%) of the total sum payable by RivCoParks under the Contract at the time the Contract is awarded by RivCoParks to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by RivCoParks, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by RivCoParks, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by RivCoParks to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by RivCoParks or the Principal’s performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by RivCoParks

## PERFORMANCE BOND

(Page 2 of 3)

as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by RivCoParks under the Contract and any modifications thereto, less the amount previously paid by RivCoParks to the Principal and less amounts that RivCoParks is authorized to withhold under the terms of the Contract.

If RivCoParks determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of RivCoParks and applicable laws. Unless otherwise approved by RivCoParks, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than RivCoParks or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by RivCoParks and judgment or award is entered in favor of RivCoParks as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the RivCoParks.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

(Remainder of page intentionally left blank)

**PERFORMANCE BOND**

**(Page 3 of 3)**

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing RivCoParks' rights against the others.

\_\_\_\_\_  
**(Proper name of Principal)**

(Corporate Seal of Principal, if Corporation)

**By:**

\_\_\_\_\_  
**Signature of Principal authorized representative**

\_\_\_\_\_  
**Print or type authorized representative's Name**

\_\_\_\_\_  
**Print or type Principal's Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Corporate Seal of Surety)

**Surety**

**By:**

\_\_\_\_\_  
**Attorney-in-Fact**

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

\_\_\_\_\_  
**Name and Address of California Agent of Surety**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone Number of California Agent of Surety**

**Note: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be included or attached.**

**PERFORMANCE BOND**

(Public Work – Public Contract Code Section 20129 (b))

(Page 1 of 3)

WHEREAS, the Riverside County Parks District ("RivCoParks") has awarded Construction Contract Number: PKARC-0233 ("Contract") to the undersigned, as Principal ("Principal") to perform the work ("Work") for the following project: Mayflower Park Sanitary Sewer Improvement Project, which Contract is by this reference hereby incorporated herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and SureTec Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto RivCoParks in the penal sum of One Million Two Hundred Thirty-One Thousand Three Hundred Eighteen and 00/100 Dollars (\$1,231,318.00), this amount being not less than one hundred percent (100%) of the total sum payable by RivCoParks under the Contract at the time the Contract is awarded by RivCoParks to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by RivCoParks, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by RivCoParks, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by RivCoParks to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by RivCoParks or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by RivCoParks



## PERFORMANCE BOND

(Page 2 of 3)

as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by RivCoParks under the Contract and any modifications thereto, less the amount previously paid by RivCoParks to the Principal and less amounts that RivCoParks is authorized to withhold under the terms of the Contract.

If RivCoParks determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of RivCoParks and applicable laws. Unless otherwise approved by RivCoParks, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than RivCoParks or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by RivCoParks and judgment or award is entered in favor of RivCoParks as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the RivCoParks.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

(Remainder of page intentionally left blank)

**PERFORMANCE BOND**  
**(Page 3 of 3)**

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing RivCoParks' rights against the others.

AZCA Drilling & Pump, Inc.  
**(Proper name of Principal)**

(Corporate Seal of Principal, if Corporation)

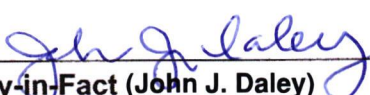
By:   
**Signature of Principal authorized representative**

LARRY J SIDDALL, PRESIDENT  
**Print or type authorized representative's Name**

49161 Ehrenberg Road, Ehrenberg, AZ 85334  
**Print or type Principal's Address**

SureTec Insurance Company

(Corporate Seal of Surety)

**Surety**  
By:   
**Attorney-in-Fact (John J. Daley)**

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

**Name and Address of California Agent of Surety**  
Poms & Associates Insurance Brokers, LLC  
1255 Treat Blvd., Ste 240, Walnut Creek, CA 94597  
925/338-8400  
**Telephone Number of California Agent of Surety**

**Note: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be included or attached.**

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents,** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John J. Daley, Kenneth J. Goodwin

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved,* that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved,* that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof,** SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 12<sup>th</sup> day of August A.D. 2020 .

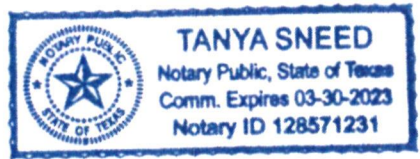
SURETEC INSURANCE COMPANY


By:   
Michael C. Keimig, President



State of Texas                    ss:  
County of Harris

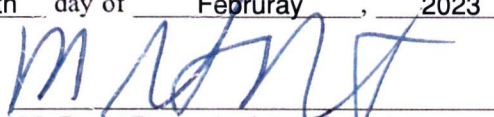
On this 12<sup>th</sup> day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Tanya Sneed, Notary Public  
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27<sup>th</sup> day of Februray, 2023, A.D.

  
M. Brent Beaty, Assistant Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

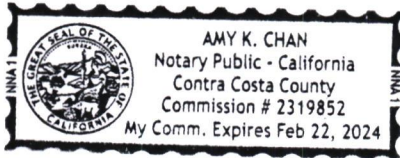
State of California  }

County of Contra Costa

On February 27, 2023 before me, Amy K. Chan, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley  
Name(s) or Signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature   
signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document Bond Number: 5322758

Document Date: February 27, 2023 Number of Pages: Three(03)

Signer(s) Other Than Named Above! N/A

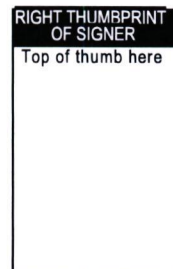
### Capacity(ies) Claimed by Signer(s)

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

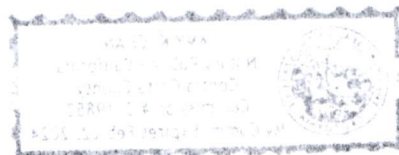


Signer Is Representing: \_\_\_\_\_  
Old Republic Surety Company

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



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**INDIVIDUAL ACKNOWLEDGMENT**

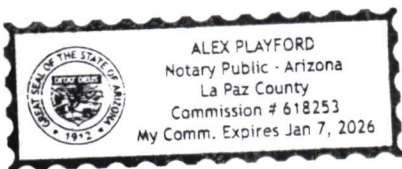
State/Commonwealth of AZ  
County of LA PAZ } ss.

On this the 28 day of FEB, 2023, before me,  
ALEX PLAYFORD, the undersigned Notary Public,  
Name of Notary Public  
personally appeared LARRY SIDDALL,  
Name(s) of Signer(s)

- personally known to me – OR –
- 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 for the purposes therein stated.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

[Signature]  
Signature of Notary Public  
ALEX PLAYFORD  
Other Required Information (Printed Name of Notary, Residence, etc.)

**OPTIONAL**

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

Right Thumbprint of Signer  
Top of thumb here

**Description of Any Attached Document**

Title or Type of Document: PERFORMANCE BOND  
Document Date: 2-28-2023 Number of Pages: 1 of 3  
Signer(s) Other Than Named Above: \_\_\_\_\_

ALBERTA  
Agriculture, Forestry &  
Rural Development  
Communities & Culture  
1000 - 9th Street, S.W. Calgary, Alberta T2P 1K1



REQUEST FOR BIDS  
MAYFLOWER PARK SANITARY SEWER IMPROVEMENT PROJECT  
4980 COLORADO RIVER ROAD, BLYTHE, CALIFORNIA 92225  
RIVERSIDE COUNTY PARKS DEPARTMENT

PKARC-0233

**PAYMENT BOND**  
(Public Work - Civil Code Sections 9550 et seq.)  
(Page 1 of 2)

WHEREAS, the Riverside County Parks District ("RivCoParks") has awarded Construction Contract Number: BID # PKARC-0233 ("Contract") to the undersigned AZCA Drilling & Pump, Inc., as Principal ("Principal") to perform the work ("Work") for the following project: Mayflower Park Sanitary Sewer Improvement Project.

WHEREAS, said Principal is required by the Contract and/or by the California Civil Code Section 9550 et seq. to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and SureTec Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto RivCoParks in the penal sum of One Million Two Hundred Thirty-One Thousand Three Hundred Eighteen and 00/100\*\*\*\*\* Dollars (\$1,231,318.00), this amount being not less than one hundred percent (100%) of the total sum payable by RivCoParks under the Contract at the time the Contract is awarded by RivCoParks to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by RivCoParks, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by RivCoParks or Principal.



**PAYMENT BOND**

Page 2 of 2

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing RivCoPark's rights against the others.

AZCA Drilling & Pump, Inc.

**(Proper name of Principal)**

(Corporate Seal of Principal, if Corporation)

By:



**Signature of Principal authorized representative**

LARRY J SIDDALL, PRESIDENT

**Print or type authorized representative's Name**

49161 Ehrenberg Road, Ehrenberg, AZ 85334

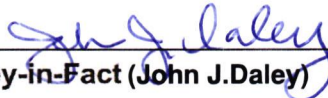
**Print or type Principal's Address**

SureTec Insurance Company

(Corporate Seal of Surety)

**Surety**

By:



**Attorney-in-Fact (John J. Daley)**

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

**Name and Address of California Agent of Surety**

Poms & Associates Insurance Brokers, LLC

1255 Treat Blvd., Ste 240, Walnut Creek, CA 94597

925/338-8400

**Telephone Number of California Agent of Surety**

**Note: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be attached.**

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John J. Daley, Kenneth J. Goodwin

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 12<sup>th</sup> day of August A.D. 2020 .

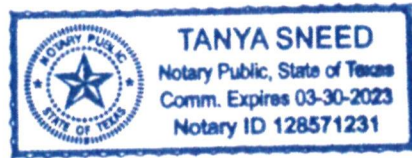


SURETEC INSURANCE COMPANY

By: *Michael C. Keimig*  
Michael C. Keimig, President

State of Texas                      ss:  
County of Harris

On this 12<sup>th</sup> day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



*Tanya Sneed*  
Tanya Sneed, Notary Public  
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27<sup>th</sup> day of February, 2023, A.D.

*M. Brent Beaty*  
M. Brent Beaty, Assistant Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

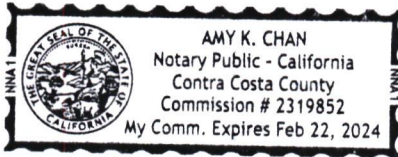
State of California  }

County of Contra Costa

On February 27, 2023 before me, Amy K. Chan, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley  
Name(s) or Signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature   
signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

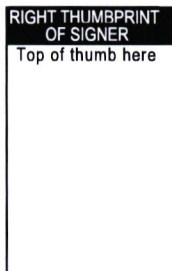
Title or Type of Document Bond Number: 5322758

Document Date: February 27, 2023 Number of Pages: Two(02)

Signer(s) Other Than Named Above! N/A

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

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

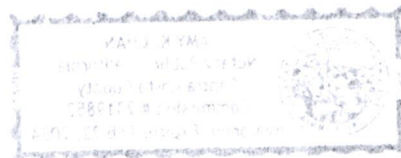


Signer Is Representing: \_\_\_\_\_  
Old Republic Surety Company

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



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**INDIVIDUAL ACKNOWLEDGMENT**

State/Commonwealth of AZ  
County of LA PAZ } ss.

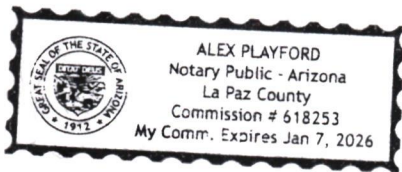
On this the 28 day of FEB, 2023, before me,  
ALEX PLAYFORD, the undersigned Notary Public,  
Name of Notary Public  
personally appeared LARRY SIDDALL,  
Name(s) of Signer(s)

personally known to me – OR –

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 for the purposes therein stated.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

[Signature]  
Signature of Notary Public

Other Required Information (Printed Name of Notary, Residence, etc.)

**OPTIONAL**

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

**Description of Any Attached Document**

Title or Type of Document: PAYMENT BOND # 5322758

Document Date: 2-28-2023 Number of Pages: 272

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

Right Thumbprint of Signer:  
Top of thumb here





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/27/2023

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).

<b>PRODUCER</b> Farmer Woods Group 919 North 1st Street  Phoenix AZ 85004		<b>CONTACT NAME:</b> Cindy Herrera <b>PHONE (A/C, No, Ext):</b> (602) 264-0566 <b>E-MAIL ADDRESS:</b> cindy-herrera@leavitt.com		<b>FAX (A/C, No):</b> (602) 277-4706	
<b>INSURED</b> AZCA Drilling & Pump, Inc PO Box 570  Ehrenberg AZ 85334		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A:</b> Employers Mutual Casualty Company		021415	
		<b>INSURER B:</b> WCF National Insurance Company		40517	
		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** 22/23      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5D3995323	08/19/2022	08/19/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			5E3995323	08/19/2022	08/19/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5J3995323	08/19/2022	08/19/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4029028	08/19/2022	08/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							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: Mayflower Park Sanitary Sewer Improvement; 4980 Colorado River Rd, Blythe, CA 92225  
County of Riverside its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives are additional insured on a primary non contributory basis as required in a written contract. Waiver of Subrogation as required in a written contract. All forms attached

**CERTIFICATE HOLDER****CANCELLATION**

County of Riverside 3450 14th St.  Riverside CA 92501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Cynthia A Herrera</i>
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GENERAL LIABILITY ELITE EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

**A. EXPECTED OR INTENDED INJURY**

**Section I – Coverage A**, Exclusion **a.** is amended as follows:

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

**B. NON-OWNED WATERCRAFT**

**Section I – Coverage A**, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
  - (a) Less than 60 feet long; and
  - (b) Not being used to carry person(s) or property for a charge;

**C. EXTENDED PROPERTY DAMAGE COVERAGE**

**Section I – Coverage A**, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of “property damage” to property in the care, custody and control of or property loaned to an insured as the result of any one “occurrence”, regardless of the number of:

- (1) insureds;
- (2) claims made or “suits” brought;
- (3) persons or organizations making claims or bringing “suits”.

The aggregate limit listed above is the most we will pay for all damages because of “property damage” to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of “property damage” to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one “occurrence”, only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or “suit” to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

**D. PROPERTY DAMAGE – ELEVATORS**

**Section I – Coverage A.2. Exclusions** paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.



## E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

## F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

## G. SUPPLEMENTARY PAYMENTS

**Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d.** are replaced by the following:

**1.b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## H. SUBSIDIARIES AS INSURED

**Section II – Who Is An Insured** is amended to add the following:

**1.f.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

## I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

**1. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

**2.** As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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 services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
    - (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
      - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
      - (b) The construction, erection or removal of elevators; or
      - (c) The ownership, maintenance or use of any elevators covered by this insurance.
    - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by any vendor;
  - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

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

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

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

(2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
  - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
  - b. 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.

**J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

**Section II – Who is an Insured, Paragraph 2.a. (1)** is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

**K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE**

**Section II – Who is an Insured, Paragraph 2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

**L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II – Who Is An Insured, Paragraph 3.a.** is replaced by the following:

- 3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

**M. DAMAGE TO PREMISES RENTED TO YOU**

**Section III – Limits of Insurance, Paragraph 6.** is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

**N. MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance, Paragraph 7.** is replaced by the following:

- 7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions** Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim, applies only when the “occurrence” or offense is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An “executive officer” or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An “executive officer” or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.

**P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION**

**Section IV – Commercial General Liability Conditions** Paragraph 4. **Other Insurance** is amended to add the following:

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

**Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Conditions** Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Section IV – Commercial General Liability Condition** Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. “Your work” included in the “products-completed operations hazard”.

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

**S. MENTAL ANGUISH**

**Section V – Definition 3.** is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**T. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

## Schedule

**1. Waiver Type**    Blanket

A blanket waiver of subrogation is granted for all projects and contracts for the below named insured and its subsidiaries for all jobs requiring such a waiver in writing in all states excluding Texas listed under section 3A of your information page.

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

Endorsement Effective	08/19/2022	Policy No.	4029028	Endorsement No.
Insured	AZCA Drilling & Pump Inc			Premium
	PO Box 570			
	Ehrenberg, AZ 85334-0570			
Insurance Company	WCF National Insurance Company			

Countersigned by \_\_\_\_\_

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

**Section I – Covered Autos** Paragraph C. **Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

#### B. AUTOMATIC ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

#### C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### D. EMPLOYEE HIRED AUTOS

##### 1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is 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.

##### 2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

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

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

#### E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
  - (a) The organization is a partnership or a joint venture; or
  - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

#### F. SUBSIDIARIES AS INSURED

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

#### G. SUPPLEMENTARY PAYMENTS

**Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4)** are replaced by the following:

- (2) Up to \$5,000 for 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.

#### H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### I. TOWING

**Section III – Physical Damage Coverage, A.2. Towing** is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

#### J. LOCKSMITH SERVICES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

#### K. TRANSPORTATION EXPENSES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** Subparagraph a. **Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 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 Cause 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 expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

#### L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

**Audio, Visual, And Data Electronic Equipment Coverage** Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

#### M. HIRED AUTO PHYSICAL DAMAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:



If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

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

#### **N. AUTO LOAN OR LEASE COVERAGE**

**Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

#### **O. PERSONAL PROPERTY OF OTHERS**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

#### **P. PERSONAL EFFECTS COVERAGE**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

#### **Q. EXTRA EXPENSE FOR STOLEN AUTO**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

#### **R. RENTAL REIMBURSEMENT**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
- a. Necessary and actual expenses incurred; or
  - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

**S. AIRBAG COVERAGE**

**Section III – Physical Damage Coverage, B.3.a. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**T. NEW VEHICLE REPLACEMENT COST**

The following is added to Paragraph C. **Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

**U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

**V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

**W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

**Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

**X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

Subparagraph 5. of Paragraph A. **Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

**Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

**Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Z. MENTAL ANGUISH**

**Section V – Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**AA. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR  
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND  
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

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

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

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

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the 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.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement described in Paragraph **A.1.**; 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.

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

**Primary and Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**E.** All other terms and conditions of this policy remain unchanged.