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



ITEM: 3.28 (ID # 22377) MEETING DATE: Tuesday, July 18, 2023

FROM:

TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approve Addendum to Plans and Specifications, Accept the Low Bid and Award the Contract for the Construction of the Sycamore Canyon Boulevard Resurfacing Project, in the Community of University City; District 1. [\$872,767 Total Cost - Local Funds 100%]

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

- 1. Approve one addendum to the plans and specifications issued prior to the May 24, 2023, bid opening;
- 2. Waive any and all immaterial irregularities and accept the low bid of LC Paving & Sealing, Inc. (LC Paving) of Escondido, California in the amount of \$872,767;
- 3. Award the contract to LC Paving and authorize the Chair of the Board to execute the contract documents; and
- 4. Approve the project proposed budget as shown on Attachment "A".

**ACTION:Policy** 

wark Lancaster, Director of Transportation

7/6/2023

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Perez, Washington, and Gutierrez

Nays:

None

Absent:

None

Date:

July 18, 2023

XC:

Transportation

Deputy

Kimberly A. Rector

Clerk of the Board

By: ( inder Alen

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	o	Ingoing Cost	
COST	\$ 872,767	\$0	\$ 872,	767		\$0
NET COUNTY COST	\$0	\$0		\$0		\$0
SOURCE OF FUNDS:						
Gas Tax/SB-1 (98.3%) and City of Riverside (1.7%)  Budget Adjustment:					nt: No	
There are no General Funds used in this project.						
			For Fis	cal Year:	23/24	

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### Summary

By Minute Order dated May 2, 2023 (Agenda Item 3.31), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Sycamore Canyon Boulevard Resurfacing Project. The limits on Sycamore Canyon Boulevard are from Central Avenue to 700-feet southeast of College Boulevard in the community of University City.

Sycamore Canyon Boulevard varies between a four-lane and two-lane facility with a road width of 34 to 75 feet and is currently classified as a secondary arterial road in the circulation element of the County of Riverside General Plan.

Roadway resurfacing is needed due to the deteriorated pavement conditions. Mainly, the resurfacing project will include two treatment types. The first treatment consists of removing the existing asphalt concrete pavement and underlying material on an approximately 0.27-mile segment of roadway and placing back Rubberized Hot Mix Asphalt (RHMA) over Hot Mix Asphalt (HMA) pavement. The second treatment consists of grinding down a portion of the existing asphalt concrete pavement on an approximately 0.36-mile segment of roadway followed by overlaying back with RHMA.

Additional improvements include reconstruction of sidewalk, curb and gutter, curb ramp, safety features include placing of thermoplastic traffic striping with enhanced wet night visibility, reflective pavement markers, thermoplastic pavement markings, roadside signs, and other associated work.

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

The addendum was issued to clarify and modify the special provisions. The addendum is attached and designated as Addendum No. 1.

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

The Contract includes the following schedules of work:

Base Bid Schedule: Sycamore Canyon Boulevard Resurfacing Alternative Bid Schedule 1: City of Riverside Facilities Adjustments

The City of Riverside has accepted the bid prices proposed by LC Paving for Alternative Bid Schedule 1 which includes adjustment to grade of seven sewer manholes, and the cost for the work will be reimbursed by the City of Riverside through reimbursement Agreement. The Director of Transportation has the authority to sign reimbursement Agreements up to \$100,000 per Minute Order dated November 19, 2019 (Agenda Item 3.25).

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

Project No. D1-0058

#### Impact on Residents and Businesses

The purpose of this project is to replace existing deteriorated pavement with new hot mix asphalt and rubberized hot mix asphalt for the approximate 0.63-mile segment of Sycamore Canyon Boulevard in the Community of University City to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

The work is scheduled to begin in summer 2023. Construction will be performed at night to reduce impact to traffic and reduce delays. The work will be phased to keep the road open during construction as much as possible and will take approximately one month to complete.

#### **SUPPLEMENTAL:**

#### **Additional Fiscal Information**

Construction is expected to be completed in Fiscal Year 2023/2024 and will be funded with Gas Tax/SB-1 and City of Riverside funds.

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

There are no General Funds used in this project.

#### **Contract History and Price Reasonableness**

A total of six bids were received on Wednesday May 24, 2023 ranging from \$872,767 to \$1,096,000. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by LC Paving in the amount of \$872,767 which is \$240,652 (38%) above the engineer's cost estimate; however, the bid amount is \$77,542 (8%) below the average cost of all bids received.

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

The Transportation Department recommends the award of the contract to LC Paving in the amount of \$872,767.

#### **ATTACHMENTS:**

Vicinity Map Attachment "A" Summary of Bids Addendum No. 1 Contract/Bonds/Insurance Contractor's Bid Proposal

Jason Farin, Principal Management Analyst

7/11/2023

#### Contract

THIS CONTRACT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and LC Paving & Sealing, Inc., hereafter called "Contractor".

#### WITNESSETH

#### **Recitals:**

- 1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Sycamore Canyon Boulevard Resurfacing, Central Avenue to 700 Feet Southeast of College Boulevard, Community of University City, Project No. D1-0058, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
- 2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

#### Agreement:

It is agreed by the parties as follows:

#### 1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders. (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of 2018 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (1) The Plans, (m) Addenda (one), (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

#### 2. The Work

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

#### 3. Prosecution, Progress and Liquidated Damages

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

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

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

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

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

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

#### 4. Compensation

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

V.123019 Page 2 of 5

#### Sycamore Canyon Boulevard Resurfacing Central Avenue to 700 Feet Southeast of College Boulevard Community of University City Project No. D1-0058

#### **Contract**

ITEM No.	ITEM CODE	ITEM		ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE	BID SCH	EDULE - Sycamore Canyon Boulevard Re	surfacir	ig		
1	066100	DUST ABATEMENT		1	55,500.00	55,500.00
2	100100	DEVELOP WATER SUPPLY	LS	1	4,300.00	4,300.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	9,200.00	9,200.00
4	018606	VIDEO CAMERA DETECTION SYSTEM [TEMPORARY]	LS	1	5,400.00	5,400.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	42,000.00	42,000.00
6	190101(F)	ROADWAY EXCAVATION	CY	860	126.00	108,360.00
7	390132	HOT MIX ASPHALT (TYPE A)	TON	1,120	116.25	130,200.00
8	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)		2,215	150.25	332,803.75
9	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT		11,660	4.25	49,555.00
10	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	1	8,100.00	8,100.00
11	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	180	45.50	8,190.00
12	731521	MINOR CONCRETE (SIDEWALK)	SQFT	550	12.50	6,875.00
13	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	12,400	0.55	6,820.00
14	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	470	3.95	1,856.50
15	840502(F)	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	12,400	1.30	16,120.00
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	610	17.00	10,370.00
17	820410	SALVAGE ROADSIDE SIGN	EA	7	56.00	392.00

### **Contract (Continued)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)	
BASE	BASE BID SCHEDULE - Sycamore Canyon Boulevard Resurfacing (Continued)						
18	820840	ROADSIDE SIGN - ONE POST	EA	5	445.00	2,225.00	
19	870111	INDUCTIVE LOOP DETECTOR	EA	10	980.00	9,800.00	
20	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	50,000.00	50,000.00	

BASE BII SCHEDU ITEMS 1	JLE:	Eight hundred fifty-eight thousand, sixty-seven dollars and twenty-five cents "WORDS"					<u>25</u>
ALTE	RNATIVE	BID SCHEDULE 1 - City of Riverside Facil	lities Ad	justments			
21	710212	ADJUST MANHOLE TO GRADE	EA	7	2,100.00	14,700.00	
ALT. BID SCHEDULE 1: Fourteen thousand, seven hundred dollars and zero cents  #WORDS"  \$ 14,700.00					<u>.00</u>		
PROJECT Eight hundred seventy-two thousand, seven hundred sixty-seven TOTAL: dollars and twenty-five cents \$872,767 ITEMS 1 - 21 "WORDS"				\$ 872,767.	<u>25</u>		

#### Sycamore Canyon Boulevard Resurfacing Central Avenue to 700 Feet Southeast of College Boulevard Community of University City Project No. D1-0058

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

COUNTY OF RIVERSIDE	LC PAVING & SEALING, INC.
KEVIN JEFFRIES Chair, Board of Supervisors	BY:
DATED: 1/18/2023	TITLE: President (If Corporation, affix Seal)
ATTEST:	ATTEST:
Kimberly A. Rector, Clerk of the Board	
BY: Deputy	TITLE: Operations Managel
Z Sp miy	Licensed in accordance with an act providing for the registration of Contractors,
	License No.: 621610 .
	Federal Employer Identification Number:
	27-2327769 .
FORM APPROVED COUNTY COUNSEL Department	of Industrial Relations Registration Number:
KRISTINE BELL-VALDEZ DATE	1000004325
BY	200 S
"County"	"Corporation" (Seal)

#### **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.

WITNESS my hand and official seal.

Signature

State of California County ofSar	n Diego)
on June 15	before me, Marisa Haas, Notary Public  (insert name and title of the officer)
personally appeared _ who proved to me on t subscribed to the with his/her/their authorized	
I certify under PENAL paragraph is true and	TY OF PERJURY under the laws of the State of California that the foregoing correct

(Seal)

MARISA ANN HAAS

Notary Public - California San Diego County Commission # 2306519 ty Comm. Expires Sep 24, 2023



## L.C. PAVING & SEALING, INC.

#### a California corporation

# ACTIONS BY BOARD OF DIRECTORS WITHOUT A MEETING BY UNANIMOUS WRITTEN CONSENT

(Annual Meeting)

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

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

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

Office	Name
President	Jose A. Salinas
CFO	Jose A. Salinas
Secretary	Jose A. Salinas

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

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

DATE: April 19, 2021

lose A. Salmas, Director

1480 002/3EO2025



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



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

**ALEX PADILLA**Secretary of State

Verification Number: KWW2AWK Entity (File) Number: C3286410

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



## Corporation - Statement of Information

Entity Name:

L.C. PAVING & SEALING, INC.

Entity (File) Number:

C3286410

File Date:

10/27/2020

Entity Type:

Corporation

Jurisdiction:

**CALIFORNIA** 

Document ID:

GK49303

#### **Detailed Filing Information**

1. Entity Name:

L.C. PAVING & SEALING, INC.

2. Business Addresses:

a. Street Address of Principal Office in California:

620 ALPINE WAY

ESCONDIDO, California 92029

United States of America

b. Mailing Address:

620 ALPINE WAY

ESCONDIDO, California 92029

United States of America

c. Street Address of Principal

Executive Office:

620 ALPINE WAY

ESCONDIDO, California 92029

United States of America

3. Officers:

a. Chief Executive Officer:

JOSE A. SALINAS

620 ALPINE WAY

ESCONDIDO, California 92029

United States of America

b. Secretary:

JOSE A. SALINAS

620 ALPINE WAY

ESCONDIDO, California 92029

United States of America

Certificate Verification Number: Kww2Awk Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: GK49303

Officers (cont'd):

c. Chief Financial Officer:

JOSE A. SALINAS

620 ALPINE WAY

ESCONDIDO, California 92029

United States of America

4. Director:

JOSE A. SALINAS

620 ALPINE WAY

ESCONDIDO, California 92029

United States of America

Number of Vacancies on the Board of

Directors:

0

5. Agent for Service of Process:

JOSE A. SALINAS 620 ALPINE WAY

ESCONDIDO, California 92029

United States of America

Type of Business:

CONSTRUCTION

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

Electronic Signature: Marisa Haas

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

#### **Performance Bond**

R	e	c	i	t	a	l	S	:	

1.	(County) for construction of public	actor) has entered into a Contract with COUNTY OF RIVERSIDE c work known as <u>Sycamore Canyon Boulevard Resurfacing</u> theast of College Boulevard, Community of University City
2.	is the Surety under this Bond.	, a corporation (Surety)
Ag	reement:	
We Co	, Contractor as Principal and Surety unty, as obligee, as follows:	as Surety, jointly and severally agree, state, and are bound unto
	1. The amount of the obligation of of \$872,767.25 (Eight hundred twenty-five cents) and inures to	this Bond is 100% of the estimated contract price for the Project seventy-two thousand, seven hundred sixty-seven dollars and the benefit of County.
	effect for the recovery of loss, da	ntractor doing all things to be kept and performed by it in strict Documents for this project, otherwise it remains in full force and image and expense of County resulting from failure of Contractor ocuments are incorporated herein.
	3. This obligation is binding on our	successors and assigns.
	work to be performed thereunder	lates and agrees that no change, time extension, prepayment to to the terms and requirements of the Contract Documents or the shall affect its obligations hereunder and waives notice as to such price cannot be increased by more than 10% without approval of
ГН	S BOND is executed as of	
Ву		
Зу.		Type Name
Γitl	>	Its Attorney in Fact "Surety"
	"Contractor"	
	(Corporate Seal)	(Corporate Seal)

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

## Payment Bond

(Public Wor	ks - Civil Code §9550 et seq.)
	g & Sealing, Inc. as Principal and Original Contractor
and	, a corporation, authorized to issue Surety and is issued in conjunction with that certain public works
Bonds in California, as Surety, and this Bo	ond is issued in conjunction with that certain public works
	nd COUNTY OF RIVERSIDE a public entity, as Owner, for
	thousand, seven hundred sixty-seven dollars and twenty-
	nount of this bond is one hundred percent (100%) of said sum.
	consisting of Sycamore Canyon Boulevard Resurfacing,
	College Boulevard, Community of University City, Project
No. D1-0058.	sonege bouter unit, community of emirerary exp, 11 ofeer
The beneficiaries of this Bond are as is state	d in 9554 of the Civil Code and requirements and conditions
	9560 and 9564 of said code. Without notice, Surety consents
	ge in requirements, amount of compensation, or prepayment
under said contract.	or mineral compensation, or propayment
Dated:	
Dutou.	Original Contractor – Principal
	. By
Surety	
Ву	Title
Its Attorney In Fact	(If corporation, affix seal)
ns recomey in race	(ii corporation, arriv sear)
(Corporate Seal)	(Corporate Seal)
(Corporate Sear)	(Corporate Sear)
STATE	
OF	
COUNTY	ss. SURETY'S ACKNOWLEDGEMENT
OF	
On before	me, personally
appeared,	, known to me, or proved to me on the basis of
satisfactory evidence, to be the person v	whose name is subscribed to the within instrument and
acknowledged to me that he executed the sa	ame in his authorized capacities, and that by his signature on
the instrument the person, or the entity upon	behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.	
Signature of Notary Public	Notary Public (Seal)
NOTE THE B	

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

Bond Number: 0101703 Premium: \$12,228.00

\*Subject to Adjustment Based on Final Contract Price

#### **Performance Bond**

#### **Recitals:**

LC Paving & Sealing, Inc. (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as <u>Sycamore Canyon Boulevard Resurfacing</u>, <u>Central Avenue to 700 Feet Southeast of College Boulevard</u>, <u>Community of University City</u>, <u>Project No. D1-0058</u>.

2.	Developers Surety and Indemnity Company	, a	California	_ corporation (Surety)
	is the Surety under this Bond.			

#### Agreement:

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

- 1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$872,767.25 (Eight hundred seventy-two thousand, seven hundred sixty-seven dollars and twenty-five cents) and inures to the benefit of County.
- 2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
- 3. This obligation is binding on our successors and assigns.
- 4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of June 14, 2023 LC Paving & Stalling, Inc.	Developers Surety and Indemnity Company				
By By	Type Name Lawrence F. McMahon, Attorney-In-Fact				
Title Western "Contractor"	Its Attorney in Fact "Surety"				
(Corporate Seal)	(Corporate Seal)				

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

#### **ACKNOWLEDGMENT**

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

Signature

validity of that document.
State of California County ofSan Diego
On June 14, 2023 before me, Marisa Haas, Notary Public (insert name and title of the officer)
personally appeared
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.  MARISA ANN HAAS Notary Public - California San Diego County Commission # 2306519 My Comm. Expires Sep 24, 2023

(Seal)

A STATE OF THE STA

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#### **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.

validity of that document.		
State of California County ofSan Diego		
OnJune 14, 2023	before me,	Minna Huovila, Notary Public  (insert name and title of the officer)
		(insert name and title of the officer)
personally appearedLawrence	e F. McMahor	n
subscribed to the within instrume his/her/their authorized capacity(i	nt and acknow ies), and that b	evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument.
I certify under PENALTY OF PER paragraph is true and correct.	RJURY under t	the laws of the State of California that the foregoing
WITNESS my hand and official se	eal.	MINNA HUOVILA
Signature	.0	COMM. #2313883 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Commission Expires DECEMBER 6, 2023

#### POWER OF ATTORNEY FOR COREPOINTE INSURANCE COMPANY DEVELOPERS SURETY AND INDEMNITY COMPANY

59 Maiden Lane, 43rd Floor, New York, NY 10038 (212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Lawrence F. McMahon, John R. Qualin, Sarah Myers, Tara Bacon, Maria I	Hallmark and Minna Huovila, of _ San	Diego, CA
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, of suretyship giving and granting unto said Attorney-in-Fact full power and author connection therewith as each of said company could do, but reserving to each of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. The shall expire on December 31, 2025.	ority to do and to perform every act necessary, aid company full power of substitution and revi	requisite or proper to be done in
This Power of Attorney is granted and is signed under and by authority of the following COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collections)	ing resolutions adopted by the Board of Directors ctively, "Company") on February 10, 2023.	s of COREPOINTE INSURANCE
RESOLVED, that <u>Sam Zaza, President, Surety Underwriting</u> , <u>James Bell, V Surety</u> , each an employee of AmTrust North America, Inc., an affiliate of the of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney suretyship, or other suretyship obligations; and that the Secretary or any Assist the execution of any such Power of Attorney.	Company (the "Authorized Signors"), are here	by authorized to execute a Power
RESOLVED, that the signature of any one of the Authorized Signors and the S must be affixed to any such Power of Attorney, and any such signature or so binding upon the Company when so affixed and in the future with respect to a	eal may be affixed by facsimile, and such Pow	er of Attorney shall be valid and
IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELO	OPERS SURETY AND INDEMNITY COMPAN	Y have caused these presents to be
signed by the Authorized Signor and attested by their Secretary or Assistant Secretary	this March 27, 2023	
Ву:	NSURANCA REPORT	AND IND
Printed Name: Sam Zaza  Title: President, Surety Underwriting	SFAL	1036
	E DLI TL	1750
ACKNOWLEDGEMENT:	O. OFLAWARE. FILE	JALIFORNIN AND
	***************************************	*************
A notary public or other officer completing this certificate verification identity of the individual who signed the document to which this attached, and not the truthfulness, accuracy, or validity of that do	s certificate is	
STATE OF California COUNTY OF Orange		
On this <u>27</u> day of <u>March</u> , <u>20 23</u> , before me, <u>Hoang-Quyen I</u> who proved to me on the basis of satisfactory evidence to be the person whose name is the same in their authorized capacity, and that by the signature on the instrument the	s subscribed to within the instrument and acknow	wledged to me that they executed
l certify, under penalty of perjury, under the laws of the State of <u>California</u>	that the foregoing paragraph	
WITNESS my hand and official seal.	-	
Signature Houng Cuyen Co.	Note Co	ANG-QUYEN P. PHAM ary Public - California Orange County mmission # 2432970 im. Expires Dec 31, 2026
CORPORATE CER	RTIFICATION	
The undersigned, the Secretary or Assistant Secretary of COREPOINTI COMPANY, does hereby certify that the provisions of the resolutions of the respective in force as of the date of this Certification.	E INSURANCE COMPANY and DEVELOPER ive Boards of Directors of said corporations set	RS SURETY AND INDEMNITY forth in this Power of Attorney
This Certification is executed in the City of Cleveland, Ohio, this March	19, 2023.	
DocuSigned by:		
1	s, Assistant Secretary	POA No. N/A
—686415E7ADE548C DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F		Ed. 0323

2023 .

June,

Signed and sealed this 14th day of



**COMPANY PROFILE** Company Profile

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**Company Information** 

DEVELOPERS SURETY AND INDEMNITY COMPANY

P.O. BOX 19725 IRVINE, CA 92623-9725

**Old Company Names** 

**Effective Date** 

Agent For Service

SARAH CLEMENS

5901 W. Century Blvd #750 Los Angeles CA 90045

**Reference Information** 

NAIC #:	12718			
California Company ID #:	4606-0			
Date Authorized in California:	08/30/1999			
License Status:	UNLIMITED-NORMAL			
Company Type:	Property & Casualty			
State of Domicile:	CALIFORNIA			

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**NAIC Group List** 

NAIC Group #: 2538 AmTrust Financial Serv Grp

**Lines Of Business** 

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

**AIRCRAFT** 

**AUTOMOBILE** 

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT

DISABILITY

FIRE

LEGAL INSURANCE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

**SPRINKLER** 

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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Bond Number: 0101703

Premium Included In Performance Bond

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

`	s - Civil Code 99550 et seq.)
	g & Sealing, Inc. as Principal and Original Contractor
and Developers Surety and Indemnity Company	, a corporation, authorized to issue Surety
	nd is issued in conjunction with that certain public works
contract to be executed between Principal an	d COUNTY OF RIVERSIDE a public entity, as Owner, for
\$872,767.25 (Eight hundred seventy-two t	housand, seven hundred sixty-seven dollars and twenty-
five cents) the total amount payable. The amount	ount of this bond is one hundred percent (100%) of said sum.
	consisting of Sycamore Canyon Boulevard Resurfacing,
	ollege Boulevard, Community of University City, Project
No. D1-0058.	
	1: 0554 64 6: 16 1 1 1 1 2 2 2 2 2 2 2 2 2 2
	l in 9554 of the Civil Code and requirements and conditions
	9560 and 9564 of said code. Without notice, Surety consents
	e in requirements, amount of compensation, or prepayment
under said contract.	
Datade June 14 2022	LC Paving & Sealing, Inc.
Dated: June 14, 2023	
	Original Contractor – Principal
	By Jull
Developers Surety and Indemnity Company	By // ///
	Ву 1/100 г
Surety	
	$\nu$
	Title Prisident
By Lawrence F. McMahon, Attorney-In-Fact	Title TV-7 STORYON
Its Attorney In Fact	(If corporation, affix seal)
its Attorney in ract	(ii corporation, army scar)
(Corporate Seal)	(Corporate Seal)
STATE SEE ATTACHED ACKNOWLEDGEMENT	
OF	ss. SURETY'S ACKNOWLEDGEMENT
COUNTY	SS. SORETTS ACKNOWLEDGEMENT
OF	
On before m	ne, personally, known to me, or proved to me on the basis of whose name is subscribed to the within instrument and
appeared,	, known to me, or proved to me on the basis of
satisfactory evidence, to be the person w	hose name is subscribed to the within instrument and
acknowledged to me that he executed the sar	ne in his authorized capacities, and that by his signature on
the instrument the person, or the entity upon	behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.	
Signature of Notary Public	Notary Public (Seal)
	• • • • • • • • • • • • • • • • • • • •

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

#### **ACKNOWLEDGMENT**

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

Signature

State of California County ofSan Diego	
On June 14, 7023 before me, Ma	risa Haas, Notary Public (insert name and title of the officer)
personally appearedJose A. Salinas	
who proved to me on the basis of satisfactory evide subscribed to the within instrument and acknowledg his/her/their authorized capacity(ies), and that by his person(s), or the entity upon behalf of which the per	ed to me that he/she/they executed the same in s/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the la paragraph is true and correct.	ws of the State of California that the foregoing
WITNESS my hand and official seal.	MARISA ANN HAAS Notary Public - California San Diego County Commission # 2306519

(Seal)

My Comm. Expires Sep 24, 2023

#### **ACKNOWLEDGMENT**

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

State of California County of San Diego	)
OnJune 14, 2023 befo	ore me, Minna Huovila, Notary Public  (insert name and title of the officer)
subscribed to the within instrument and his/her/their authorized capacity(ies), ar	factory evidence to be the person(s) whose name(s) is/are acknowledged to me that he/she/they executed the same in that by his/her/their signature(s) on the instrument the which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY paragraph is true and correct.	under the laws of the State of California that the foregoing
WITNESS my hand and official seal.	MINNA HUOVILA

(Seal)

NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Commission Expires DECEMBER 6, 2023

#### POWER OF ATTORNEY FOR COREPOINTE INSURANCE COMPANY DEVELOPERS SURETY AND INDEMNITY COMPANY

59 Maiden Lane, 43rd Floor, New York, NY 10038 (212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Lawrence F. McMahon, John R. Qualin, Sarah Myers, Tara Bacon, Maria Hallmark a	and Minna Huovila	of San Diego, CA
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on of suretyship giving and granting unto said Attorney-in-Fact full power and authority to deconnection therewith as each of said company could do, but reserving to each of said company	o and to perform every act ne any full power of substitution	cessary requisite or proper to be done in
Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Powe shall expire on December 31, 2025.	er of Attorney is effective	June 1, 2023 and
This Power of Attorney is granted and is signed under and by authority of the following resolut COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company (c	tions adopted by the Board of I Company") on February 10, 20	Directors of COREPOINTE INSURANCE 023.
RESOLVED, that <u>Sam Zaza</u> , <u>President</u> , <u>Surety Underwriting</u> , <u>James Bell, Vice President</u> , each an employee of AmTrust North America, Inc., an affiliate of the Company of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execusive suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary or any such Power of Attorney.	y (the "Authorized Signors"),	are hereby authorized to execute a Power
RESOLVED, that the signature of any one of the Authorized Signors and the Secretary of must be affixed to any such Power of Attorney, and any such signature or seal may be binding upon the Company when so affixed and in the future with respect to any bond, and the secretary of	e affixed by facsimile and su	ich Power of Attorney shall be valid and
IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SUsigned by the Authorized Signor and attested by their Secretary or Assistant Secretary this	JRETY AND INDEMNITY CO	OMPANY have caused these presents to be
By:Printed Name: Sam Zaza	NSURANO ORPORA	NO N
Title: President, Surety Underwriting	SEAL	Ma 1936 3
ACKNOWLEDGEMENT:	O . OFLAWARE.	CALIFORNIA MA
A notary public or other officer completing this certificate verifies only identity of the individual who signed the document to which this certific attached, and not the truthfulness, accuracy, or validity of that document	cate is	
STATE OF California COUNTY OF Orange		
On this 27 day of <u>March</u> , 2023, before me. <u>Hoang-Quyen Phu Pham</u> who proved to me on the basis of satisfactory evidence to be the person whose name is subscribthe same in their authorized capacity, and that by the signature on the instrument the entities up	ed to within the instrument and	d acknowledged to me that they avacuted
l certify, under penalty of perjury, under the laws of the State of <u>California</u>		ragraph is true and correct.
WITNESS my hand and official seal.	<b>Probability</b>	
Signature Houng Duyen Da		HOANG-QUYEN P. PHAM Notary Public - California Orange County Commission # 2432970 My Comm. Expires Dec 31, 2026
CORPORATE CERTIFICA	TION	
The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURATION TO THE PROPERTY OF THE PROPERTY	ANCE COMPANY and DEVE s of Directors of said corporate	ELOPERS SURETY AND INDEMNITY tions set forth in this Power of Attorney
This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.		
DocuSigned by:		
Barry W. Moses, Assistan	nt Secretary	POA No. N/A
DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F		Ed. 0323

2023 .

June,

Signed and sealed this 14th day of



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View Financial Disclaimer

P.O. BOX 19725

**DEVELOPERS SURETY AND INDEMNITY COMPANY** IRVINE, CA 92623-9725

**Old Company Names** 

**Effective Date** 

Agent For Service

SARAH CLEMENS

5901 W. Century Blvd #750 Los Angeles CA 90045

#### **Reference Information**

NAIC #:	12718
California Company ID #:	4606-0
Date Authorized in California:	08/30/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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#### **NAIC Group List**

NAIC Group #: 2538 AmTrust Financial Serv Grp

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**AUTOMOBILE** 

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT

DISABILITY

FIRE

LEGAL INSURANCE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

**SPRINKLER** 

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 06/23/2023

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).

PRODUCER	001184184		CONTACT NAME: CLIENT CONTACT CENTER			
FEDERATED MUTUAL INSURANCE ( HOME OFFICE: P.O. BOX 328	COMPANY		PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664			
OWATONNA, MN 55060			E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM			
			INSURERS AFFORDING CO	OVERAGE	NAIC#	
			INSURER A: FEDERATED MUTUAL INS	URANCE COMPANY	13935	
INSURED		416-992-6	INSURER B:			
L.C. PAVING & SEALING, INC. 620 ALPINE WAY			INSURER C:			
ESCONDIDO, CA 92029-1204			INSURER D:			
			INSURER E:			
			INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 149		REVISION N	LIMBER: 3		

co	VER	AGES CERT	TIFIC.	ATE N	NUMBER: 149	•	F	EVISION NUMBER: 3
N IS	OTW SSUE	ITHSTANDING ANY REQUIREMENT, TEI	AFFC	R CO	NDITION OF ANY CONTRACT BY THE POLICIES DESCRIE	OR OTHER DO	CUMENT WITH	AED ABOVE FOR THE POLICY PERIOD INDICATED. RESPECT TO WHICH THIS CERTIFICATE MAY BE THE TERMS, EXCLUSIONS AND CONDITIONS OF
INSR LTR		TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS
А	GE	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  N. AGGREGATE LIMIT APPLIES PER: POLICY PRO OTHER:	Υ	N	1845867	11/15/2022	11/15/2023	EACH OCCURRENCE   \$1,000,000
А		ANY AUTO CWNED AUTOS ONLY HIRED AUTOS ONLY  X NON-OWNED AUTOS ONLY X NON-OWNED AUTOS ONLY	Υ	N	1845867	11/15/2022	11/15/2023	COMBINED SINGLE LIMIT \$1,000,000 [Ea accident) \$1,000,000  BODILY INJURY (Per Person)  BODILY INJURY (Per Accident)  PROPERTY DAMAGE (Per Accident)
А	X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	Υ	N	1845868	11/15/2022	11/15/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	ANY OFF (Ma	RKERS COMPENSATION 9 FROMEIOTES: LIABILITY PROPRIETORIPARTHER! EXECUTIVE INTERPRETABLE INTERPRETABLE EXECUTIVE INTERPRETABLE EXECUTIVE INTERPRETABLE E	N/A					PER STATUTE OTHER  E.L EACH ACCIDENT  E.L DISEASE EA EMPLOYEE  E.L DISEASE - POLICY LIMIT
	ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) IEE ATTACHED PAGE							

CERTIFICATE HOLDER CANCELLATION

416-992-6 ATTN: CONTRACTS/BIDDING UNIT COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT 3525 14TH ST RIVERSIDE, CA 92501-3813

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

Nucholae R. Lower

149 3



#### AGENCY CUSTOMER ID: 416-992-6

LOC #:

## ADDITIONAL REMARKS SCHEDULE

Page	1	of	1

AGENCY			
FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED L.C. PAVING & SEALING, INC. 620 ALPINE WAY	
POLICY NUMBER			
SEE CERTIFICATE # 149.2		ESCONDIDO, CA 92029-1204	
CARRIER			
SEE CERTIFICATE # 149.2	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 149.2	
ADDITIONAL DELLA COLLEGE			

ADDITIONAL REMARKS			
THIS ADDITIONAL REMAR	KS FORM I	S A SCHEDULE TO	ACOPD FORM
FORM NUMBER:			CERTIFICATE OF LIABILITY INSURANCE
PROJECT # D1-0058 PROJECT NAME: SYCAMOR			SURFACING, CENTRAL AVE TO 700 FEET SOUTHEAST OF COLLEGE BOULEVARD,
RIVERSIDE, ITS AGENC; SUPERVISORS, ELECTED ELECTED AND APPOINTEI TRANSPORTATION, THEIR NO SPECIFIC GENERAL L PERSONAL INJURY AND X CONTRACTUAL LIABILITY CONTRACT" IS PROVIDED THE CERTIFICATE HOLDE LESSEES OR CONTRACTOR FOR GENERAL LIABILITY THE CERTIFICATE HOLDE ENDORSEMENT FOR BUSIN INSURANCE PROVIDED BY COMMERCIAL UMBRELLA F JMBRELLA POLICY. FOR NON-PAYMENT OF PR COMPANY CANCELS THE P FOR REASONS OTHER THA	ES, SPECE AND APPO OFFICIAR SP	ITTIONS OF THE LIAL DISTRICTS DAYS NOTICE FORE THE EXPIRE LIAL DISTRICTS LIAL DIS	POLICY, ADDITIONAL INSURED/WAIVER OF SUBROGATION ALSO INCLUDES COUNTY OF AND DEPARTMENTS, THEIR RESPECTIVE DIRECTOR, OFFICERS, BOARD OF S.S, EMPLOYEES, AGENTS, AND REPRESENTATIVES. CITY OF RIVERSIDE, THEIR P. AGENTS, AND REPRESENTATIVES. CITY OF RIVERSIDE, THEIR COFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES.  OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES.  OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES.  OR: BROAD FORM PROPERTY DAMAGE, CROSS LIABILITY/JOINT SEVERABILITY, DAMAGE, CROSS LIABILITY/JOINT SEVERABILITY, TO FOR DAMAGES ASSUMED IN A CONTRACT OR AGREEMENT THAT IS AN "INSURED MIMERCIAL GENERAL LIABILITY COVERAGE FORM.  SURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, THEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT OF THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.  BILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.  BILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.  TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE ISSUING ATION DATE OF THE POLICY.  WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING ATION DATE OF THE POLICY.



Federated Mutual Insurance Company 121 East Park Square, Owatonna, MN 55060 (507) 455-5200

# COMMON POLICY DECLARATIONS COMMERCIAL PACKAGE POLICY

Mutual Company Participating Nonassessable Policy

Policy No. **1845867** Account No. **416-992-6** 

NAMED INSURED AND MAILING ADDRESS

L.C. PAVING & SEALING, INC. 620 Alpine Way Escondido, CA 92029-1204

RISK ADDRESS (if different than above):

POLICY PERIOD: from 11/15/2022 to 11/15/2023 12:01 A.M. Standard time at the designated business premises.

BUSINESS OPERATIONS: ENTITY TYPE: C Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THE POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THE POLICY.

THIS POLICY CONSISTS OF ONLY THOSE COVERAGE PARTS SHOWN BELOW. THE PREMIUM MAY BE SUBJECT TO ADJUSTMENT

Commercial Property Coverage Part Commercial Inland Marine Coverage Part Commercial Crime Coverage Part

Commercial General Liability Coverage Part

**Business Auto Coverage Part** 

CERTIFIED ACTS OF TERRORISM PREMIUM: TOTAL PROVISIONAL PREMIUM

Policy#

\$1,510 \$135,138

Policy Number: 1845867

Transaction Effective Date: 06/22/2023

FORMS APPLICABLE TO ALL COVERAGE PARTS:
See Attached Schedule

MUTUALS - PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability:

This policy is nonassessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

MUTUAL - MEMBERSHIP AND VOTING NOTICE:

The insured is notified that by virtue of this policy, he or she is a member of the Federated Mutual Insurance Company of Owatonna, Minnesota, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office in Owatonna, Minnesota, on the third Tuesday of

In Witness Whereof, the Company has caused this policy to be executed and attested.

miles n lette

Nuhola R. Lower

This Policy consists of: (1) this Declarations; (2) if attached hereto, the Schedule of Surcharges; (3) the Declarations and coverage forms for each Coverage Part indicated above as being part of this Policy; and (4) all forms and endorsements listed on any of those Declarations.

Policy Number: 1845867

Transaction Effective Date: 06/22/2023

## SCHEDULE OF FORMS AND ENDORSEMENTS

Title as on Form or Endorsement Additional Named Insured Endorsement Location Schedule Common Policy Conditions Terrorism Risk Insurance Act Policyholder Disclosure Notice Cap On Losses From Certified Acts Of Terrorism Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism	Form Edition CP-F-18 (01-86) IL-F-26 (07-95) IL 00 17 (11-98) IL-F-38 (02-15) IL 09 52 (01-15) IL 09 96 (01-07)
(Relating To Disposition Of Federal Terrorism Risk Insurance Act) Nuclear Energy Liability Exclusion Endorsement (Broad Form) Exclusion Of Certain Computer-Related Losses Exclusion - Asbestos Or Lead California Changes - Actual Cash Value California Changes - Actual Cash Value California Changes California Changes California Changes California Changes - Cancellation And Nonrenewal Limited Amendment Of Cancellation Provisions	IL 00 21 (09-08)  IL 09 35 (07-02)  IL-F-27 (08-94)  IL 01 02 (02-20)  IL 01 03 (09-07)  IL 01 04 (07-20)  IL 02 70 (07-20)  IL-F-50 (04-13)

WF-50 (08-78) Policy Number: 1845867 Transaction Effective Date: 06/22/2023



### Federated Mutual Insurance Company

121 East Park Square, Owatonna, MN 55060

#### DECLARATIONS BUSINESS AUTO COVERAGE PART

## ITEM ONE- NAMED INSURED and Address - Refer to COMMON POLICY DECLARATIONS

## ITEM TWO- SCHEDULE OF COVERAGES AND COVERED AUTOS

This coverage part provides only those coverages for which an "X" is shown in the Coverages Provided Column below. Each of these coverages will apply to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form.

COVERAGES	COVEDED ALITOR		
	COVERED AUTOS (Entry of one or more symbols shows which "autos" are covered "autos")	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	COVERAGE: PROVIDED
Covered Autos Liability	1	\$1,000,000	V
Personal Injury Protection (or equivalent No-fault coverage)		Separately stated in each P.I.P. Endorsement	Х
Added Personal Injury Protection or (or equivalent No-fault coverage)		Separately stated in each Added P.I.P. Endorsement	
Property Protection Insurance (Michigan only)		Separately stated in the P.P.I. Endorsement  \$ Deductible (Nil if pothing above)	
Auto Medical Payments		\$ Deductible (Nil if nothing shown)	
Uninsured Motorists	2A	SEE CA-F-93	X
Underinsured Motorists		SEE CA-F-93	
Physical Damage Comprehensive Coverage	2A	Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the auto schedule for each covered "auto", but no deductible applies to "loss" caused by fire or lightning.	Х
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, whichever is less, minus \$25 Deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
Physical Damage Collision Coverage	2A 10	Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the auto schedule for each covered "auto".	X

## DESCRIPTION OF ADDITIONAL COVERED AUTO DESIGNATION SYMBOLS

Symbol 10 = Excluding 2006 Chev #3220, 2009 Ford #2587 & 2008 Ford #6609

Symbol 11 =

Symbol 12 =

Symbol 13 =

Symbol 15 = Auto medical payment coverage does not apply to a covered auto

insured for personal injury protection

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Poly #

CA-F-1 (01-17)

Policy Number: 1845867

Transaction Effective Date: 06/22/2023

## ITEM THREE - SCHEDULE OF COVERED "AUTOS" YOU OWN - REFER TO AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUM - LIABILITY

State		
State	Estimated Cost of Hire For Each State	
	State	Rate Per Each \$100 Cost of Hire
	IF ANY	Rate For Each \$100 Cost of Hire
	-	

Cost of hire means the total amount you incur for the hire of "autos" you do not own (not including "autos" you borrow or rent from your employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY:

Rating Basis - Number of Employees: 40

## FORMS AND ENDORSEMENTS APPLICABLE:

#### \*\*SEE SCHEDULE ATTACHED\*\*

This Coverage Part consists of: (1) this Coverage Part Declarations Page; (2) the Schedule of Forms and Endorsements if attached hereto; (3) all forms and endorsements listed on this Coverage Part Declarations Page or, if attached here, the Schedule of Forms and Endorsements; and (4) any other schedules attached hereto.

CA-F-1 (01-17) Policy Number: 1845867 Transaction Effective Date: 06/22/2023

## SCHEDULE OF FORMS AND ENDORSEMENTS

Title as on Form or Endorsement	F F
Automobile Schedule - Part 1	Form Edition
Business Auto Coverage Form	CA-F-70 PT.1 (11-01)
California Changes	CA 00 01 (10-13)
Limited Mexico Coverage	CA 01 43 (05-17)
Deductible Liability Coverage	CA 01 21 (10-13)
California Drive Other Car Coverage	CA 03 02 (10-13)
Broadened Coverage For Named Individuals	CA 04 26 (10-13)
California Uninsured Motorists Coverage - Bodily Injury	CA 21 54 (11-16)
Public or Livery Passenger Conveyance Exclusion	CA 23 44 (11-16)
Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism	CA 23 85 (10-13)
Pollution Liability - Broadened Coverage For Covered Autos - Business Auto And Motor Carrier Coverage Forms	CA 99 48 (10-13)
Limited Worldwide Courses 5	
Limited Worldwide Coverage For Hired Autos	CA-F-115 (10-13)
Summary Of State Minimum Auto Liability Limits	CA-F-118 (11-01)
Crane Load Capacity Exclusion	,,
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Additional Insured By Contract Endorsement	
Blanket Waiver Of Transfer Of Rights Of	CA-F-127 (03-03)
Recovery	CA-F-128 (03-03)

Timbly (Freth (Agest)

## **BUSINESS AUTO COVERAGE FORM**

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section  ${\bf V}$  - Definitions.

#### **SECTION I - COVERED AUTOS**

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol		Description Of Covered Auto Designation Symbols
1	Any "Auto"	publication designation symbols
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage a "trailers" you don't own while attached to power units you own). This includ those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and f Covered Autos Liability Coverage any "trailers" you don't own while attached power units you own). This includes those "autos" not of the private passeng type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the star where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they all licensed or principally garaged are required to have and cannot reject Uninsure Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motoris requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which premium charge is shown (and for Covered Autos Liability Coverage any "trailers you don't own while attached to any power unit described in Item Three).
	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto you lease, hire, rent or borrow from any of your "employees", partners (if you are partnership), members (if you are a limited liability company) or members of the households.
	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used i connection with your business. This includes "autos" owned by your "employees partners (if you are a partnership), members (if you are a limited liability company or members of their households but only while used in your business or you personal affairs.

Mobile
Equipment
Subject To
Compulsory Or
Financial
Responsibility
Or Other Motor
Vehicle
Insurance
Law Only

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or licensed or principally garaged.

## B. Owned Autos You Acquire After The Policy Begins

- If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - **b.** You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

#### C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

- "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. "Mobile equipment" while being carried or towed by a covered "auto".
- 3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing:
  - d. "Loss"; or
  - e. Destruction.

## SECTION II - COVERED AUTOS LIABILITY COVERAGE

#### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- **b.** Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- Such "insured" is a Named Insured under such other insurance: and
- 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 such "insured".
- B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary: This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are
  - Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
  - Such "insured" is a Named Insured under such other insurance; and
  - 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 such "insured".

Timity Stocker (Agent)

## ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE PART

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

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
  - Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
    - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
    - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
    - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
    - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
    - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
  - In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
  - 1. To "loss" which occurs prior to the date of your contract with such person or organization;
  - 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
  - 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

Timothy Strekn (Agent)

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Timothy Stoefer (Hyert)

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured 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. Such person or organization 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:
  - 1. Your acts or omissions; or

CG 20 33 04 13

The acts or omissions of those acting on your behalf;

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

However, the insurance afforded to such additional insured:

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

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

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 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
  - 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.

© Insurance Services Office, Inc., 2012 Page 1 of 2
Policy Number: 1845867 Transaction Effective Date: 11/15/2022

- 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.
- 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:

- Required by the contract or agreement you have entered into with the additional insured; 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.

Timothy, Stoder (Agent)

#### Federated Mutual Insurance Company

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

### DESIGNATED ADDITIONAL INSURED AND PRIMARY AND NONCONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

#### **SCHEDULE**

Name of Person(s) or Organization(s): County Of Riverside Transportation Department % Contracts/Bidding Unit 3525 14th St Riverside, CA 92501-3813

- A. Each person or organization shown in the Schedule is an additional insured for A. Excess Liability Coverages, but only to the extent that person or organization qualifies as an additional insured under Paragraph A.2. in
- B. With respect to any person or organization shown in the Schedule and qualifying as an additional insured as described in A. above, paragraph J. Other Insurance of Section VII. Conditions is deleted and replaced by the following: J. Other Insurance

The coverage provided under this policy is excess over any other insurance or self insurance which covers any part of the injury or damage except insurance written specifically as excess coverage over the

However, with respect to any person or organization shown in the Schedule and qualifying as an additional insured under Paragraph A.2. in Section IV. Who Is An Insured, the coverage provided under this policy is primary to and will not seek contribution from any other insurance available to that additional insured 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.

All other terms, conditions and exclusions remain unchanged.

STEBR1

ACORD

#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 6/21/2023

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.

PROD	s certificate does not confer rights UCER License # 0L48969			and the same of a	CONTACT NAME:	7.			
	isk & Insurance Services				NAME:		FAV		
404 Camino Del Rio S. STE 410				PHONE (A/C, No, Ext): (619)		(A/C, No):	(619) 8	864-7106	
San I	Diego, CA 92108				E-MAIL ADDRESS: policy@	c3insuranc	ce.com		
					IN	SURER(S) AFFO	RDING COVERAGE		NAIC #
					INSURER A : SERVI	CE AMERIC	AN INDEMNITY COM	PANY	39152
INSUR	RED				INSURER B :				
	LC Paving & Sealing Inc				INSURER C :				
620 Alpine Way Escondido, CA 92029					INSURER D :				
					INSURER E :				
					INSURER F :				
cov	ERAGES CE	RTIFIC	CATI	E NUMBER: 2			REVISION NUMBER: 1		
CE	IS IS TO CERTIFY THAT THE POLICI DICATED. NOTWITHSTANDING ANY I RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	REQUI PER POLIC	REM TAIN CIES.	ENT, TERM OR CONDITIC , THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	ON OF ANY CONTRA	CT OR OTHER	RED NAMED ABOVE FOR TRESPORTED HEREIN IS SUBJECT.	THE POI	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
	COMMERCIAL GENERAL LIABILITY				(1111/20/1111)	, , mm 22/1111)	EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$	
	POLICY PRO-						GENERAL AGGREGATE	\$	
	OTHER:						PRODUCTS - COMP/OP AGG	\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$	
	ANY AUTO						(Ea accident)	\$	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	HIRED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
-								\$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE	.					EACH OCCURRENCE	\$	
-		-					AGGREGATE	\$	
Av	DED RETENTION \$  NORKERS COMPENSATION						▼ PER OTH-	\$	
4	AND EMPLOYERS' LIABILITY Y / N		v	SAMTWC10018200	9/12/2022	9/12/2023	X PER OTH-		4 000 000
Ś	ANY PROPRIETOR/PARTNER/EXECUTIVE PRICER/MEMBER EXCLUDED?  Mandatory in NH)	N/A	X	SAW1 14 C 100 10200	9/12/2022	9/12/2023	E.L. EACH ACCIDENT	\$	1,000,000
11	f ves. describe under						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DESCRIPTION OF OPERATIONS below	-					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
oolicy Cance THIS ( RE: Comm	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE OF Subrogation applies to the Worker of subrogation applies to the Worker of terms, conditions and exclusions pellation wording applies per the terms CERTIFICATE CANCELS AND SUPER Ontract No. 23-05-003, Project No. D1-nunity of University.	r endo and c	mpe orser ondi S TH	nsation but limited to the one of the control of the attached form E PREVIOULSY ISSUED C	operations of the Ins when required by w CERTIFICATE.	ured under s	aid contract, and always		
CER	TIFICATE HOLDER				CANCELLATION				
JLI	III IOATE HOLDER				CANCELLATION				
County of Riverside Transportation Department Attn: Jose Salinas - President 3525 14th Street				epartment	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	Riverside, CA 92501-3813				AUTHORIZED REPRESE	NTATIVE			
					(the n 1)	/			
					Ban Parktel				

LOC #: 1



#### ADDITIONAL REMARKS SCHEDULE

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AGENCY Li	cense # 0L48969	
C3 Risk & Insurance Services		LC Paving & Sealing Inc 620 Alpine Way
POLICY NUMBER		Escondido, CÁ 92029 San Diego
SEE PAGE 1		Sall Diego
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS	FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: ACORD 25	FORM TITLE: Certificate of Liability Insurance	

**Description of Operations/Locations/Vehicles:** 

County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives;

City of Riverside, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives;

State of California Department of Transportation, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives.

(Ed. 04-84)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

The additional premium for this endorsement shall be  $\underline{0.02}\%$  of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

**Job Description** 

Blanket Waiver of Subrogation as required by written contract

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

Endorsement Effective 9/12/2022

Insured

Policy No. SAMTWC10018200

Endorsement No.

Insurance Company Service American Indemnity Company

LC Paving & Sealing Inc

Countersigned By

Brian Faulstich



**COMPANY PROFILE** 

Company Profile

Company Search

Company Search

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Agent for Service

Reference Information NAIC Group List

Lines of Business

Workers' Compensation Complaint and Request for Action/Appeals Contact Information

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Ouarterly Statements

Company Complaint

Company Performance & Comparison Data

Company

**Enforcement Action** 

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

**Company Information** 

FEDERATED MUTUAL INSURANCE COMPANY 121 EAST PARK SQUARE OWATONNA, MN 55060 800-533-0472

**Old Company Names** 

**Effective Date** 

FEDERAL MUT INS IMP & HARDWARE MUT IMPLEMENT & HARDWARE INS

05/26/1970 05/17/1955

Agent For Service

RICARDO OROZCO c/o 720 14th Street CA 95814 Sacramento

#### Reference Information

NAIC #:	13935
California Company ID #:	0707-0
Date Authorized in California:	05/06/1919
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MINNESOTA

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#### **NAIC Group List**

NAIC Group #: 0007 FEDERATED MUT GRP

#### **Lines Of Business**

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT DISABILITY

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

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TEAM AND VEHICLE

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View Financial Disclaimer Clott

SERVICE AMERICAN INDEMNITY COMPANY

6907 N. CAPITAL OF TEXAS HWY AUSTIN, TX 78731 800-557-6166

**Old Company Names** 

**Effective Date** 

AMERICAN HEALTHCARE INDEMNITY COMPANY

12/17/2019

**Agent For Service** 

Vivian Imperial

818 WEST SEVENTH STREET

SUITE 930

LOS ANGELES CA 90017

**Reference Information** 

NEW OCCUPANT OF A SERVICE OF A	
NAIC #:	39152
California Company ID #:	4528-6
Date Authorized in California:	05/27/1998
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	OKLAHOMA

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**NAIC Group List** 

NAIC Group #:

0681

Service Ins Holdings Grp

**Lines Of Business** 

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

LIABILITY

WORKERS' COMPENSATION

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#### Bid

Date: 5/24/2013

To:

County of Riverside, hereafter called "County";

Bidder:

LC Paving & Sealing, Inc.

(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of <u>Sycamore Canyon Boulevard Resurfacing</u>, <u>Central Avenue to 700 Feet Southeast of College Boulevard</u>. <u>Community of University City</u>, <u>Project No. D1-0058</u> hereby proposes to construct the work in accordance with the Contract Documents, including <u>Addenda Number(s)</u> # 1 (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

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

**B**1

# Sycamore Canyon Boulevard Resurfacing Central Avenue to 700 Feet Southeast of College Boulevard Community of University City Project No. D1-0058

#### **PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)		
BASE	BASE BID SCHEDULE - Sycamore Canyon Boulevard Resurfacing							
1	066100	DUST ABATEMENT	LS	1	\$ 55,500.00	\$ 55,500.00		
2	100100	DEVELOP WATER SUPPLY	LS	1	\$ 4,300.00	\$ 4,300.00		
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$ 9,200.00	\$ 9,200.00		
4	018606	VIDEO CAMERA DETECTION SYSTEM [TEMPORARY]	LS	1	\$ 5,400.00	\$ 5,400.00		
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$ 42,000.00	\$ 42,000.00		
6	190101 (F)	ROADWAY EXCAVATION	CY	860	\$ 126.00	\$ 108,360.00		
7	390132	HOT MIX ASPHALT (TYPE A)	TON	1,120	\$ 116.25	\$ 130,200.00		
8	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	2,215	\$ 150.25	\$ 332,803.75		
9	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	11,660	\$ 4.25	\$ 49,555.00		
10	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	1	\$ 8,100.00	\$ 8,100.00		
11	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	180	\$ 45.50	\$ 8,190.00		
12	731521	MINOR CONCRETE (SIDEWALK)	SQFT	550	\$ 12.50	\$ 6,875.00		
13	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	12,400	\$ .55	\$ 6,820.00		
14	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	470	\$ 3.95	\$ 1,856.50		
15	840502 (F)	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	12,400	\$ 1.30	\$ 16,120.00		
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	610	\$ 17.00	\$ 10,370.00		
17	820410	SALVAGE ROADSIDE SIGN	EA	7	\$ 56.00	\$ 392.00		
18	820840	ROADSIDE SIGN - ONE POST	EA	5	\$ 445.00	\$ 2,225.00		
19	870111	INDUCTIVE LOOP DETECTOR	EA	10	\$ 980.00	\$ 9,800.00		
20	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	50,000.00	50,000.00		

BASE BID SCH.

TOTAL: Eight Hundred Fifty Eight Thousand Sixty Seven Dollars and Twenty Five Cents

858,067.25

ITEMS 1-20

#### **PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)			
ALTER	ALTERNATIVE BID SCHEDULE 1 - City of Riverside Manhole Adjustments								
21	710212	ADJUST MANHOLE TO GRADE	EA	7	\$ 2,100.00	\$ 14,700.00			
ALT. BID SCH. 1 TOTAL: Fourteen Thousand Seven Hundred Dollars and Zero Cents "WORDS"  \$ 14,700.00						14,700.00			
BASE BID SCH. + ALT. BID SCH. 1 PROJECT TOTAL: Eight Hundred Seventy Two Thousand Seven Hundred Sixty Seven Dollars and Twenty Five Cents ITEMS 1 - 21 "WORDS"  \$ 872,767.25						<sup>7</sup> 2,767.25			

## **Bidder Data and Signature**

Name of Bidder:	LC Pavin	g & Sealing, Inc.		
Type of organization:	Corporation	on		
Person(s) authorized to	sign for Bide	der:		
Jose Salinas; Presi	dent, Vice F	President, & Secretar	ТУ	
president, secretary, tre If Bidder is a <b>Co-Partn</b> composing firm. If Bidder is a sole prop	easurer and marship, state rietorship or agent other	anager thereof. true name of firm and an <b>Individual</b> , state fir than an owner, part	also names o	ames of the president, vice- of all individual co-partners ame(s) in full. orate officer, Bid shall be
Business Street Addres	ss:	620 Alpine Wa (Please include busin		even if P.O. Box is used.)
Business City, State, Z	ip Code:	Escondido	CA,	92029
P.O. Box- Number:				
P.O. Box- City, State, 2	Zip Code:			
Phone: (760	) <u>752-174</u>	.3		
Facsimile: ( <u>760</u>	) <u>752-167</u>	'4		
E-mail: Marisa@lcp	aving.com			
	Contra	actor's license number:	621610	1
	Licens	se Classification(s):	A, B, &	C-12
	Expira	ation date:	08/31/20	24
Department of Industri	al Relations F	Registration Number	1000004	325

V.060719 B4

#### **Bidder Data and Signature (continued)**

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

## Sycamore Canyon Boulevard Resurfacing Central Avenue to 700 Feet Southeast of College Boulevard Community of University City Project No. D1-0058

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

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

Signature:		
Name (printed):	Jose Salinas	
Title:	President "Contractor"	

V.060719 B5

#### **Subcontractor List**

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

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

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	Pavement Recycling Systems Inc	569352	1000004325	Jurupa Valley CA	Item # 6 & 9 # 6 is Partial	X
2.	Superior Pavement Markings	776306	1000001476	Beaumont CA	# 13 thru 18	
3.						
4.						
5.						
6.						

Additional Subcontractor List(s) may be attached to the Bid. (A copy of this form may be attached with additional Subcontractor information.)
Percent of work to be performed by Subcontractors:%
Note: A minimum of 50% of the work is required to be performed by the prime/general Contractor.

V:060719 B6

#### **Non-Collusion Declaration**

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

The undersigned declares:				
I am the President the party making the foregoing	(Title) o	ofLC Paving &	Sealing, Inc.	_ (Company),
The bid is not made in the interassociation, organization, or cohas not directly or indirectly in bidder has not directly or indianyone else to put in a sham bid manner, directly or indirectly, fix the bid price of the bidder or bid price, or of that of any other	orporation. The bid induced or solicited an irectly colluded, cond, or that anyone shat sought by agreement any other bidder, or	is genuine and not comy other bidder to properly connived, connived, all refrain from bidding, communication,	collusive or shaut in a false or soor agreed with ang. The bidder or conference was	m. The bidder sham bid. The any bidder or has not in any with anyone to
All statements contained in the or her bid price of any breakdorelative thereto, to any corpora or to any member or agent there pay, any person or entity for su	own thereof, or the cation, partnership, co eof to effectuate a co	contents thereof, or mpany, association,	divulged infor organization, l	mation or data bid depository,
Any person executing this dec venture, limited liability compa that he or she has full power to	any, limited liability	partnership, or any o	other entity, her	reby represents
I declare under penalty of perjuthat this declaration is executed		ble laws that the for	egoing is true a	and correct and
May (M	Month) 24 (1	<b>Day</b> ) of <u>2023</u>	(Year),	
at Escandido	(City), _	CA	(State).	
Signature of Declarant:	pull			
Printed name of Declarant:	ose Salinas			
Name of Bidder (Company):	LC Paving & Sealing	, Inc.		
Title or Office:	President			
Note: Notarization of signature Check box if attachment				

V.060719 B7

#### **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.

Signature

validity of that document.
State of California County of San Diego
On May 74, 7073 before me, Marisa Haas, Notary Public (insert name and title of the officer)
(insert name and title of the officer)
personally appearedJose A. Salinas
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  MARISA ANN HAAS Notary Public - California San Diego County Commission # 2306519 My Comm. Expires Sep 24, 2023

(Seal)



#### **Iran Contracting Act**

(Public Contract Code sections 2200-2208)

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

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

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

#### Option #1 - Certification

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

Contractor Name/Financial Institution (Printed)Federal ID Number (or name)LC Paving & Sealing, Inc.27-2327769			
By (Authorized Signature)			
Printed Name and Title of Person Signing Jose Salinas President	g		
Date Executed 5 24 1013	Executed in Escondido	CA	

#### Option #2 - Exemption

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

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

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

V.060719 B8

#### Opt Out of Payment Adjustments for Price Index Fluctuations

# Sycamore Canyon Boulevard Resurfacing Central Avenue to 700 Feet Southeast of College Boulevard Community of University City Project No. D1-0058

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

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

Date:	Nay 24, 2023
Company Name (Bidder):	LC Paving & Sealing, Inc.
Signature:	(Signature of Company's authorized officer or designated representative)
Name (printed):	Jose Salinas
Title:	President

V.050321 B9

#### **Bid Bond**

		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
Recitals:				"	Contractor", h	as
LC Paving & Sealing, Inc.     submitted his/her Contraction	rector's Proposal to	County	of Riverside			
public work for <b>Sycamo</b>	re Canyon Rouleys	ard Resi	rfacing. Cen	tral Avenue to	700 Feet Southea	st
of College Boulevard.	Community of Uni	versity	City. Project	No. D1-0058	in accordance with	a
Notice Inviting Bids fro	m the County	versity	City, Troject	110122		
Developers Surety and Indemnit			a California			
corporation, hereafter ca	alled "Surety", is the	surety of				
corporation, nervarior of	, , , , , , , , , , , , , , , , , , , ,					
Agreement:						
We, Contractor as Principal	and Surety as Suret	ty, jointl	y and severall	y agree and sta	te as follows:	
1. The amount of the oblig	ation of this bond is	10% of	the amount of	the Contractor'	s Proposal, includi	ng
bid alternates, and inure	es to the benefit of C	County.				
2. This Bond is exonerated	by (1) County reject	cting sai	d Proposal or,	in the alternate	e, (2) if said Propos	sal
is accepted, Contractor	executes the Contra	act and	furnishes the	Bonds as agree	ed to in its Propos	al,
otherwise it remains in	full force and effect	t for the	recovery of le	oss, damage an	d expense of Cour	ity
resulting from failure o	f Contractor to act a	as agree	d to in its Pro	posal. Some ty	pes of possible lo	ss,
damage and expense ar	e specified in the Co	ontractor	's Proposal.		1 11 .	1
3. Surety, for value recei	ved, stipulates and	agrees t	hat its obliga	tions hereunder	r shall in no way	be
impaired or affected by	y any extension of	time wi	thin which Co	ounty may acc	ept the Proposal a	ind
waives notice of any su	ch extension.			and acc	ione	
4. This Bond is binding or	a our heirs, executor	rs, admii	nstrators, succ	tessors and assi	igus.	
D - 1						
Dated: May 23, 2023						
Signatures:						
Developers Surety agy Indemnity (	`amaany *	LC	Paving & Sealing,	Inc.	· PE	3, .
Contract and indeminity of	Ollipariy		/1/1		16.0018	3:
By		By:	(11/1/		-15-11/2	
Christopher Co		/	1000	1	5.000	41.
Title: Attorney in	Fact T	itle:	Plesidas	1	A STATE OF	
"Surety"				"Contractor"	70.7 317	Miller
STATE OF LAND					Andrea La	
STATE OF "SEE A	TTACHED**					
COUNTY		}	ss. SURETY	'S ACKNOWI	LEDGEMENT	
OF						
		1 6				
Onpersonally appeared,		before	me,		and to me on the h	acie
personally appeared,	. 1 .1		Knowi	i to me, or prov	within instrument	and
of satisfactory evidence, acknowledged to me that	to be the person v	wnose n	ame is subsc	orized canacitie	es and that by his	/her
signature on the instrumer	t the person or the	antity III	non behalf of	which the person	on acted, executed	the
instrument.	it the person, or the	chilty u	pon cenan or	withen the person	on <b>uotou</b> , onto	
mstrument.						
WITNESS my hand and o	official seal.					
WITHESS my hand and o	Inclui Soul.					
Signature of Notary Publi	c	and the second s	No	tary Public (Se	al)	
Note: This Bond must be exe	cuted by both Contrac	ctor and S	surety with corp	orate seal affixed	d. <u>All</u> signatures mus	st be
notarized. (Attach acknowle	dgements).					
* 800 Superior Avenue E., 21st Flo	oor, Cleveland, OH 44114					

B10

V.060719

#### **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 ofSan Diego	
On May 24, 2025 before me, Marisa Haas, Notary Public (insert name and title of the officer)	
$\mathcal{J}$	
personally appeared Jose A. Salinas	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(subscribed to the within instrument and acknowledged to me that he/she/they executed the	,
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument person(s), or the entity upon behalf of which the person(s) acted, executed the instrument	ent the

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.

ature //

(Seal)

MARISA ANN HAAS Notary Public - California San Diego County Commission # 2306519 r Comm. Expires Sep 24, 2023

## POWER OF ATTORNEY FOR COREPOINTE INSURANCE COMPANY DEVELOPERS SURETY AND INDEMNITY COMPANY 59 Maiden Lane, 43rd Floor, New York, NY 10038 (212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

as its true and lawful Attomey-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attomey-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attomey-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective May 23, 2023 and shall expire on December 31, 2025.  This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.  RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter,	
COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.  RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter,	
Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on hehalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.	
RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.	
IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be	
signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this	
WSURANO WAND WAND	
By ORPORAL CR	-
Printed Name Sam Zaza  Title: President, Surety Underwriting  SEAL Surety Underwriting  SEAL Surety Underwriting	:
Title: President, Surety Underwriting	:
O. O	:
ACKNOWLEDGEMENT:	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
STATE OF California COUNTY OF Orange	
On this 27 day of March 2023 before me. Hoang-Quyen Phu Pham personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed	
On this 27 day of March . 20 23 . before mc. Hoang-Quyen Phu Pham personally appeared Sam Zaza	Ì
On this 27 day of March 2023 before me. Hoang-Quyen Phu Pham personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed	Ì
On this 27 day of March. 2023 before me. Hoang-Quyen Phu Pham personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument. I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  HOANG-QUYEN P. PHAM Notary Public - California Orange County Commission # 2432970	1
On this 27 day of	i
On this 27 day of	
On this 27 day of	
On this 27 day of March. 2023 before me. Hoang-Quyen Phu Pham personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.  I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  HOANG-QUYEN P. PHAM Notary Public - California Orange County Commission # 2432970 My Comm. Expires Dec 31, 2026  CORPORATE CERTIFICATION  The undersigned, the Secretary of Assistant Secretary of CORPONY in INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the resolution	
On this 27 day of	
On this 27 day of March 2023 before me. Hoang-Quyen Phu Pham personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.  I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  HOANG-QUYEN P. PHAM Notary Public - California Orange County Commission # 2432970 My Comm. Expires Dec 31, 2024  CORPORATE CERTIFICATION  The undersigned, the Secretary of Assistant Secretary of COREDINIVE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the resolutions of the resolutions of the specified Boards of Directors of said corporations set forth in this Power of Attorned are in force as of the date of this Certification.  This Certification is executed in the City of Creviland, Onio, this March 12, 2023.	
On this 27 day of	d' y
On this 27 day of	d' y

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 Los Angeles County of MAY 2 3 2023 before me, \_\_\_\_ Lucas Patterson, Notary Public Here Insert Name and Title of the Officer **Christopher Coronel** personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public Place Notary Seal Above OPTIONAL -Though this section is optional, completing this information can deter alteration of the document of fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: Document Date: Number of Pages: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Corporate Officer — Title(s): \_\_\_ □ Corporate Officer — Title(s): \_\_\_ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact □ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator Other: Other: Signer Is Bepresenting: Signer Is Representing:



Company Profile

Company Search

Company Search

Results

Company Information

Old Company

Names

Agent for Service

Reference Information

NAIC Group List Lines of Business

Workers' Compensation Complaint and Request for

Action/Appeals Contact Information Financial Statements

PDF's
Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company

Representative In Your Area

View Financial Disclaimer COMPANY PROFILE

**Company Information** 

DEVELOPERS SURETY AND INDEMNITY COMPANY

P.O. BOX 19725 IRVINE, CA 92623-9725

**Old Company Names** 

**Effective Date** 

Agent For Service

SARAH CLEMENS

5901 W. Century Blvd #750 Los Angeles CA 90045

#### **Reference Information**

NAIC #:	12718
California Company ID #:	4606-0
Date Authorized in California:	08/30/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

#### back to top

#### **NAIC** Group List

NAIC Group #:

2538

AmTrust Financial Serv Grp

#### Lines Of Business

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT

DISABILITY

FIRE

LEGAL INSURANCE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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

## **COUNTY OF RIVERSIDE**

## TRANSPORTATION AND LAND MANAGEMENT AGENCY

### **Transportation Department**

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

Russell Williams
Deputy for Transportation/
Planning and Development

#### **ADDENDUM NUMBER 1**

Dated May 18, 2023

to the Specifications and Contract Documents for the construction of

Sycamore Canyon Boulevard Resurfacing
Central Avenue to 700 Feet Southeast of College Boulevard
Community of University City
Project No. D1-0058

Bids Due: Wednesday, May 24, 2023; 2:00 p.m.

14<sup>th</sup> Street Transportation Annex 3525 14<sup>th</sup> Street; Riverside, CA 92501

(951) 955-6780

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

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

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

#### **MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:**

#### Item 1: Caltrans Encroachment Permit

Refer to Section 00-1.07, "Encroachment Permit", on page 4 of the Special Provisions. The following special provisions are added and are made a part of Section 00-1.07 hereby:

A copy of Caltrans encroachment permit is provided for bidder's and Contractor's information and compliance. The encroachment permit is attached herewith as **Attachment "A".** 

Addendum No. 1 Sycamore Canyon Boulevard Resurfacing Central Avenue to 700 Feet Southeast of College Boulevard Community of University City Project No. D1-0058 May 18, 2023 Page 2 of 5

#### **Item 2: Temporary Pavement Delineation**

The following special provisions are added and are made a part hereby:

#### Replace Section 12-6, with the following:

#### 12-6 TEMPORARY PAVEMENT DELINEATION

#### 12-6.01 GENERAL

Section 12-6 includes specifications for placing temporary pavement delineation.

All areas the that have been cold planed must be repaved and delineated with temporary traffic stripes the same day before opening to traffic.

Temporary Stripe paint must be applied at the end of every shift when new HMA is placed. The use of temporary pavement markers only for centerline or lane line delineation will not be allowed.

Temporary painted traffic stripes and painted pavement markings used for temporary delineation must comply with section 84-2.

Temporary signs for no-passing zones must comply with section 12-3.11.

#### **12-6.02 MATERIALS**

#### 12-6.02A General

The following types of temporary pavement delineation must be on the Authorized Material List for signing and delineation materials:

- 1. Temporary pavement markers for long term day/night use (180 days or less)
- 2. Temporary pavement markers for short term day/night use (14 days or less)
- 3. Temporary (removable) striping and pavement marking tape (180 days or less)
- 4. Permanent traffic striping and pavement marking tape
- 5. Channelizers

#### 12-6.02B Temporary Pavement Markers

Temporary pavement markers must be the same color as the lane line or centerline markers being replaced.

Temporary pavement markers must be for long-term day or night use, 180 days or less, except you may use temporary pavement markers for short-term day or night use, 14 days or less, if you place the permanent pavement delineation before the end of the 14 days.

#### 12-6.02C Channelizers

Channelizers used for temporary edge line delineation must be orange and surface mounted.

#### 12-6.03 CONSTRUCTION

#### 12-6.03A General

If work activities obliterate pavement delineation, or as directed by the Engineer, place temporary or permanent pavement delineation before opening the traveled way to traffic. The temporary pavement delineation must consist of a lane line and centerline pavement delineation for traveled ways open to traffic.

On multilane roadways, freeways, expressways, and 2-lane roadways with shoulders 4 feet or more in width, the temporary pavement delineation must also include edge line delineation for traveled ways open to traffic.

Establish the alignment for temporary pavement delineation, including the required lines or markers.

Addendum No. 1 Sycamore Canyon Boulevard Resurfacing Central Avenue to 700 Feet Southeast of College Boulevard Community of University City Project No. D1-0058 May 18, 2023 Page 3 of 5

Surfaces to receive an application of paint or removable traffic tape must be dry and free from dirt and loose material. Do not apply temporary pavement delineation over existing pavement delineation or any other temporary pavement delineation. Maintain temporary pavement delineation until no longer needed or replace it with a new striping detail of temporary or permanent pavement delineation.

When the Engineer determines the temporary pavement delineation is no longer required for the direction of traffic, remove the temporary pavement delineation, including any underlying adhesive for temporary pavement markers, from the final layer of surfacing and from the pavement to remain in place. Remove temporary pavement delineation that conflicts with any subsequent or new traffic pattern for the area.

#### 12-6.03B Temporary Lane Line and Centerline Delineation

If lane lines or centerlines are obliterated and temporary pavement delineation to replace the lines is not shown, the minimum lane line and centerline delineation must consist of temporary pavement markers placed longitudinally at 24-foot maximum intervals.

For temporary lane line or centerline delineation consisting entirely of temporary pavement markers for short-term day or night use, 14 days or less, do not use the markers for more than 14 days on lanes opened to traffic. Place the permanent pavement delineation before the end of the 14 days. If the permanent pavement delineation is not placed within 14 days, replace the temporary pavement markers with additional temporary pavement delineation equivalent to the pattern described for the permanent pavement delineation for the area.

If no-passing centerline pavement delineation is obliterated, install the following temporary no-passing zone signs before opening lanes to traffic:

- 1. W20-1 (Road Work Ahead) sign from 1,000 to 2,000 feet in advance of the no-passing zone
- 2. R4-1 (Do Not Pass) sign at the beginning of the no-passing zone and at 2,000-foot maximum intervals within the no-passing zone
- 3. W7-3a (Next \_\_\_\_ Miles) plaque beneath the W20-1 sign for continuous zones longer than 2 miles
- 4. R4-2 (Pass With Care) sign at the end of the no-passing zone

The Engineer determines the exact location of temporary no-passing zone signs. Maintain the temporary no-passing zone signs in place until you place the permanent no-passing centerline pavement delineation.

Remove the temporary no-passing zone signs when the Engineer determines they are no longer required for the direction of traffic.

#### 12-6.03C Temporary Edge Line Delineation

On multilane roadways, freeways, expressways, and 2-lane roadways with shoulders 4 feet or more in width open to traffic where edge lines are obliterated and temporary pavement delineation to replace those edge lines is not shown, provide temporary pavement delineation for:

- 1. Right edge lines consisting of any of the following:
  - 1.1. Solid 6-inch-wide traffic stripe tape of the same color as the stripe being replaced
  - 1.2. Traffic cones placed longitudinally at 100-foot maximum intervals
  - 1.3. Portable delineators or channelizers placed longitudinally at 100-foot maximum intervals
- 2. Left edge lines consisting of any of the following:
  - 2.1. Solid 6-inch-wide traffic stripe tape of the same color as the stripe being replaced
  - 2.2. Traffic cones placed longitudinally at 100-foot maximum intervals
  - 2.3. Portable delineators or channelizers placed longitudinally at 100-foot maximum intervals
  - 2.4. Temporary pavement markers placed longitudinally at 6-foot maximum intervals

You may apply temporary traffic stripe paint of the same color as the stripe being replaced instead of solid 6-inch-wide temporary traffic stripe tape where the removal of the temporary traffic stripe is not required.

Addendum No. 1 Sycamore Canyon Boulevard Resurfacing Central Avenue to 700 Feet Southeast of College Boulevard Community of University City Project No. D1-0058 May 18, 2023 Page 4 of 5

The Engineer determines the lateral offset for traffic cones, portable delineators, and channelizers used for temporary edge line delineation. If traffic cones or portable delineators are used for temporary edge line delineation, maintain the cones or delineators during the hours of the day when they are in use.

Cement the bases of channelizers used for temporary edge line delineation to the pavement with hot melt bituminous adhesive as specified in section 81-3 for cementing pavement markers to pavement.

## 12-6.03D Temporary Traffic Stripe, Pavement Marking, and Pavement Markers 12-6.03D(1) General

Reserved

#### 12-6.03D(3) Temporary Traffic Stripe Paint

Apply temporary traffic stripe paint under section 84-2.03 except you may apply 1 or 2 coats of the temporary traffic stripe paint for new or existing pavement.

You are not required to remove painted temporary traffic stripe that will be covered by paving work.

#### 12-6.03D(5) Temporary Pavement Marking Paint

Apply temporary pavement marking paint under section 84-2.03 except you may apply 1 or 2 coats of the temporary pavement marking paint.

You are not required to remove of painted temporary pavement markings that will be covered by paving work.

You may use permanent or temporary removable pavement marking tape instead of temporary pavement marking paint.

#### 12-6.03D(6) Temporary Pavement Markers

Place temporary pavement markers under the manufacturer's instructions. Cement temporary markers to the surfacing with the manufacturer's recommended adhesive except do not use epoxy adhesive in areas where the removal of the pavement markers is required.

You may use retroreflective pavement markers instead of temporary pavement markers for long-term day or night use, 180 days or less, except to simulate patterns of broken traffic stripe. Retroreflective pavement markers used for temporary pavement markers must comply with section 81-3 except the waiting period before placing pavement markers on new asphalt concrete surfacing as specified in section 81-3.03 does not apply. Do not use epoxy adhesive to place pavement markers in areas where the removal of the pavement markers is required.

#### 12-6.04 PAYMENT

Full compensation to conform to the temporary traffic striping requirements of this section shall be considered as included in the contract price paid per linear feet for Temporary Traffic Stripe (Paint) and shall include full compensation for the work performed in applying Temporary Traffic Stripe as specified by these special provisions, and as directed by the Engineer.

Full compensation to conform to the requirements of this section, other than Temporary Traffic Striping, shall be considered as included in the contract price paid per lump sum for Traffic Control System and shall include full compensation for the work performed in applying temporary traffic delineation as specified by these special provisions, and as directed by the Engineer.

#### **ATTACHMENTS**

A – Encroachment Permit (24 sheets)

Addendum No. 1
Sycamore Canyon Boulevard Resurfacing
Central Avenue to 700 Feet Southeast of College Boulevard
Community of University City
Project No. D1-0058
May 18, 2023
Page 5 of 5

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

Recommended by:

Alfredo Martinez, PE

Engineering Project Manager

ALFREDO MARTINEZ

No. C- 74665

CIVIL

OF CALIFORNIA

Concurrence:

Khalid Nasim, PE

Khalid Nasim

**Engineering Division Manager** 

Acknowledged:

(Contractor)

JRJ:jrj:jr

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

Bond Number: 0101703 Premium: \$12,228.00

\*Subject to Adjustment Based on Final Contract Price

## **Performance Bond**

## Recitals:

1.	LC Paving & Sealing, Inc. (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE
	(County) for construction of public work known as Sycamore Canyon Boulevard Resurfacing,
	Central Avenue to 700 Feet Southeast of College Boulevard, Community of University City,
	Project No. D1-0058.

2.	Developers Surety and Indemnity Company ,	a	California	corporation	(Surety)
	is the Surety under this Bond.			•	

## Agreement:

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

- 1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$872,767.25 (Eight hundred seventy-two thousand, seven hundred sixty-seven dollars and twenty-five cents) and inures to the benefit of County.
- 2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
- 3. This obligation is binding on our successors and assigns.

1

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOYD is executed as of June 14, 2023	
THIS BOAD is executed as of June 14, 2023 LC Paying & Septing, Inc.	Developers Surety and Indemnity Company
By	Ву
By//	Type Name Lawrence F. McMahon, Attorney-In-Fact
Title Wesalth Title "Contractor"	Its Attorney in Factuary Co
(Corporate Seal)	(Corporate Seal)

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

V.060719

## **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 ofSan Diego)
On <u>June 15, 7623</u> before me, <u>Marisa Haas, Notary Public</u> (insert name and title of the officer)
personally appeared Jose A. Salinas
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)

MARISA ANN HAAS
Notary Public - California
San Diego County
Commission # 2306519
My Comm. Expires Sep 24, 2023

## **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.

WITNESS my hand and official seal.

Signature \_

State of California County ofSa	n Diego	)
On _ June 14, 2023	before me,	Minna Huovila, Notary Public
		(insert name and title of the officer)
who proved to me on subscribed to the with his/her/their authorize person(s), or the entity	nin instrument and acknown and capacity (ies), and that be you upon behalf of which the act.	evidence to be the person(s) whose name(s) is/are pledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the experson(s) acted, executed the instrument.

(Seal)

MINNA HUOVILA COMM. #2313883 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Commission Expires DECEMBER 6, 2023

# POWER OF ATTORNEY FOR COREPOINTE INSURANCE COMPANY DEVELOPES SUPETY AND INDEMNITY COMPANY

DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint.

Lawrence F. McMahon, John R. Qualin, Sarah Myers, Tara Bacon, Maria Hallmark an	d Minna Huovila , of S	an Diego, CA
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on b of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do a connection therewith as each of said company could do, but reserving to each of said compan Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power shall expire on December 31, 2025.	and to perform every act necessary full power of substitution and r	revocation, and all of the acts of said
This Power of Attorney is granted and is signed under and by authority of the following resolution COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company	ons adopted by the Board of Directompany") on February 10, 2023.	tors of COREPOINTE INSURANCE
RESOLVED, that <u>Sam Zaza President Surety Underwriting</u> , <u>James Bell, Vice Preside Surety</u> , each an employee of AmTrust North America, Inc., an affiliate of the Company of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secreta the execution of any such Power of Attorney.	(the "Authorized Signors"), are h	ereby authorized to execute a Power
RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or must be affixed to any such Power of Attorney, and any such signature or seal may be binding upon the Company when so affixed and in the future with respect to any bond, ur	attived by faccimile and euch D	ower of Attamen about 1
IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SUR	RETY AND INDEMNITY COMP.	ANY have caused these presents to be
signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this	March 27, 2023	
By: Printed Name: Sam Zaza	NSURANO	SERVANDINO
Fitle: President, Surety Underwriting	SEAL S	1936
ACKNOWLEDGEMENT:	S. OELAWARE.	TORN'S TO
A notary public or other officer completing this certificate verifies only tidentity of the individual who signed the document to which this certificattached, and not the truthfulness, accuracy, or validity of that document.	ite is	The Court of the
STATE OF California COUNTY OF Orange		
On this <u>27</u> day of <u>March</u> , <u>20 23</u> , before me, <u>Hoang-Quyen Phu Pham</u> who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed the same in their authorized capacity, and that by the signature on the instrument the entities up	d to within the instrument and sal	and the state of t
I certify, under penalty of perjury, under the laws of the State of California	that the foregoing paragra	
WITNESS my hand and official seal	that the folegoing paragra	iph is title and correct.
Signature Hoard Cuyen Pour	NHAA.	HOANG-QUYEN P. PHAM Notary Public - California Orange County Commission # 2432970 Comm. Expires Dec 31, 2026
CORPORATE CERTIFICAT	TON	
The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURA COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards are in force as of the date of this Certification.	NCE COMPANY and DEVELOR of Directors of said corporations	PERS SURETY AND INDEMNITY set forth in this Power of Attorney
This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.		
DocuSigned by:		
By: Barry W. Moses, Assistant	t Secretary	POA No. N/A
DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F		Ed. 0323



Company Profile

Company Search

Company Search

Results

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers'
Compensation
Complaint and
Request for
Action/Appeals
Contact Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer COMPANY PROFILE

**Company Information** 

DEVELOPERS SURETY AND INDEMNITY COMPANY

P.O. BOX 19725 IRVINE, CA 92623-9725

**Old Company Names** 

**Effective Date** 

Agent For Service

SARAH CLEMENS

5901 W. Century Blvd #750 Los Angeles CA 90045

#### Reference Information

NAIC #:	12718
California Company ID #:	4606-0
Date Authorized in California:	08/30/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

### back to top

#### **NAIC Group List**

NAIC Group #:

2538

AmTrust Financial Serv Grp

## Lines Of Business

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

AIRCRAFT

**AUTOMOBILE** 

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT

DISABILITY

FIRE

LEGAL INSURANCE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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Payment Bond

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

The makers of this Bond are LC Paying & Sealing, Inc. as Principal and Original Contractor

	& Seaning, The. as Frincipal and Original Contractor
and Developers Surety and Indemnity Company	, a corporation, authorized to issue Surety
	is issued in conjunction with that certain public works
contract to be executed between Principal and	COUNTY OF RIVERSIDE a public entity, as Owner, for
\$872,767.25 (Eight hundred seventy-two tho	usand, seven hundred sixty-seven dollars and twenty-
	nt of this bond is one hundred percent (100%) of said sum.
	nsisting of Sycamore Canyon Boulevard Resurfacing,
	lege Boulevard, Community of University City, Project
No. D1-0058.	ege some with community of chire total civil i to ject
Tros D. T. October	
The beneficiaries of this Bond are as is stated in	n 9554 of the Civil Code and requirements and conditions
of this Bond are as is set forth in 9554, 9558, 95	60 and 9564 of said code. Without notice, Surety consents
	n requirements, amount of compensation, or prepayment
under said contract.	
Dated: June 14, 2023	LC Paving & Sealing, Inc.
	Original Contractor – Principal
	original conductor Timospar
	$\bigcirc 10$
Developers Surety and Indemnity Company	By A
Surety	
(190) 1000	
By	Title President
Anyrence E McMahon, Attorney-In-Fact	Title
Its Attorney In Fact	(If corporation, affix seal)
7.0	(If corporation, and som)
(Corporate Seal)	(Corporate Seab)
William Portate Sear)	(Corporate Seat)
STATE	
OF SEE ATTACHED ACKNOWLEDGEMENT	The state of the s
COUNTY	ss. SURETY'S ACKNOWLEDGEMENT
OF	,
Or	
On hefere	
On before me	r
appeared,	, known to me, or proved to me on the basis of
	ose name is subscribed to the within instrument and
	e in his authorized capacities, and that by his signature on
the instrument the person, or the entity upon be	half of which the person acted, executed the instrument.
WITNESS my hand and official seal.	
Signature of Notary Public	Notary Public (Seal)
NOTE THE D. L.	
NOTE: This Bond must be executed by be	oth parties with corporate seal affixed. All signatures

must be acknowledged. (Attach acknowledgements).

## **ACKNOWLEDGMENT**

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

State of California County of San Diego	)
On <u>June</u> 15, 2013 before me,	Marisa Haas, Notary Public  (insert name and title of the officer)

Jose A. Salinas personally appeared

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

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

WITNESS my hand and official seal.

Signature

(Seal)

MARISA ANN HAAS Hotary Public - California

San Diego County Commission # 2306519 Comm. Expires Sep 24, 2023

## **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

validity of that accument.					
State of California County ofSan Diego	)				
OnJune 14, 2023	_ before me, _	Minna Huovil	a, Notary Publine and title of the	lic ne officer)	
personally appearedLawrence	F. McMahon				
who proved to me on the basis of subscribed to the within instrument his/her/their authorized capacity(ie person(s), or the entity upon behalt	satisfactory ev t and acknowl es), and that b	vidence to be the ledged to me the y his/her/their s	nat he/she/they signature(s) on	executed the same the instrument the	
I certify under PENALTY OF PERoparagraph is true and correct.	JURY under th	he laws of the S	State of Califorr	nia that the foregoin	g
WITNESS my hand and official se	al.		5	MINNA HUOVILA COMM. #2313883 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY	Pac CSC1
Signature Muno		_ (Seal)		My Commission Expires DECEMBER 6, 2023	1

# POWER OF ATTORNEY FOR COREPOINTE INSURANCE COMPANY DEVELOPERS SURETY AND INDEMNITY COMPANY 59 Maiden Lane, 43rd Floor, New York, NY 10038 (212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint.

Lawrence F. McMahon, John R. Qualin, Sarah Myers, Ta	ara Bacon, Maria Hallmark and Minna H	luovila , of San D	Diego, CA
as its true and lawful Attorney-in-Fact, to make, execute, deliver a of suretyship giving and granting unto said Attorney-in-Fact ful connection therewith as each of said company could do, but rese Attorney-in-Fact, pursuant to these presents, are hereby ratified shall expire on December 31, 2025.	I power and authority to do and to per rying to each of said company full pow	form every act necessary, ver of substitution and revo	requisite or proper to be done in cation, and all of the acts of said
This Power of Attorney is granted and is signed under and by auth COMPANY and DEVELOPERS SURETY AND INDEMNITY (	ority of the following resolutions adopte COMPANY (collectively, "Company")	d by the Board of Directors on February 10, 2023	of COREPOINTE INSURANCE
RESOLVED, that <u>Sam Zaza President</u> , <u>Surety Underwritt</u> <u>Surety</u> , each an employee of AmTrust North America, Inc. of Attorney, qualifying attorney(s)-in-fact named in the I suretyship, or other suretyship obligations, and that the Secretie execution of any such Power of Attorney.	an affiliate of the Company (the "Authorney to execute, on beha	norized Signors"), are hereb	by authorized to execute a Power s, undertakings and contracts of
RESOLVED, that the signature of any one of the Authorize must be affixed to any such Power of Attorney, and any s binding upon the Company when so affixed and in the future.	uch signature or seal may be affixed by	v facsimile, and such Powe	er of Attorney shall be valid and
IN WITNESS WHEREOF, COREPOINTE INSURANCE COMP		D INDEMNITY COMPAN	Y have caused these presents to be
signed by the Authorized Signor and attested by their Secretary or A	ssistant Secretary this	March 27, 2023	
By: Printed Name, Sam Zaza	grafit.	NSURANCA ORPORALA	RECORPORALE TA
Title: President, Surety Underwriting	A A A A A A A A A A A A A A A A A A A	SEAL 🕺	1936
ACKNOWLEDGEMENT:	**************************************	OELAWARE F	CALIFORN
A notary public or other officer completing this didentity of the individual who signed the docume attached, and not the truthfulness, accuracy, or visit to the completing this didentity of the individual who signed the documents of the completing this didentity of the completing the completing the completing this didentity of the completing the comple	nt to which this certificate is		
STATE OF California COUNT	Y OF Orange		
On this 27 day of March, 2023, before mytho proved to me on the basis of satisfactory evidence to be the puthe same in their authorized capacity, and that by the signature or	erson whose name is subscribed to within	in the instrument and ackno	wledged to me that they executed
I certify, under penalty of perjury, under the laws of the State of		at the foregoing paragraph	
WITNESS my hand and official seal.			
Signature Hours Deugen Pou		Not Co	OANG-QUYEN P. PHAM ary Public - California Orange County pummission # 2432970 nm. Expires Dec 31, 2026
	ORPORATE CERTIFICATION		
The undersigned, the Secretary or Assistant Secreta COMPANY, does hereby certify that the provisions of the resoluter in force as of the date of this Certification.	ry of COREPOINTE INSURANCE CO tions of the respective Boards of Direc	MPANY and DEVELOPE tors of said corporations se	RS SURETY AND INDEMNITY et forth in this Power of Attorney
This Certification is executed in the City of Cleveland	, Ohio, this March 19, 2023.		
DocuSigned by:			
By: Barry W. Moses	Barry W. Moses, Assistant Secretar	ry	POA No. N/A
DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C	1E455E6530F		Ed. 0323

June,

2023 .

Signed and sealed this 14th day of



Company Profile

Company Search

Company Search

Results

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers'
Compensation
Complaint and
Request for
Action/Appeals
Contact Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company

Enforcement Action
Composite

Complaints Studies
Additional Info

Find A Company

Representative In Your Area

View Financial Disclaimer COMPANY PROFILE

**Company Information** 

**DEVELOPERS SURETY AND INDEMNITY COMPANY** 

P.O. BOX 19725 IRVINE, CA 92623-9725

**Old Company Names** 

**Effective Date** 

Agent For Service

SARAH CLEMENS

5901 W. Century Blvd #750 Los Angeles CA 90045

#### **Reference Information**

NAIC #:	12718
California Company ID #:	4606-0
Date Authorized in California:	08/30/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

## back to top

### **NAIC Group List**

NAIC Group #:

2538 Am

AmTrust Financial Serv Grp

## Lines Of Business

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT

DISABILITY

FIRE

LEGAL INSURANCE

LIABILITY

MARINE

MISCELLANEOUS
PLATE GLASS

SPRINKLER

01111111

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

back to top

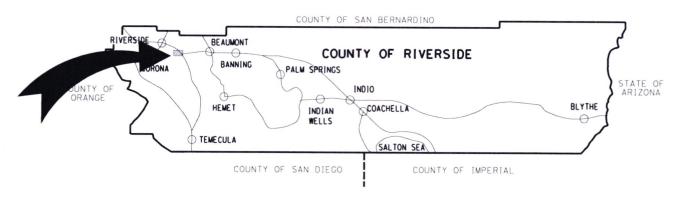
# COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

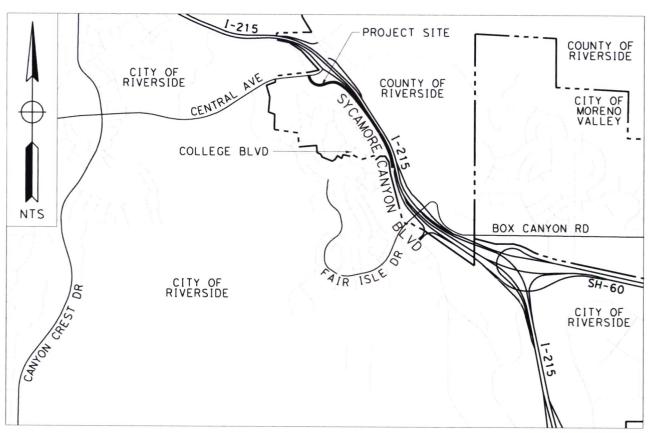
## SYCAMORE CANYON BOULEVARD RESURFACING

CENTRAL AVENUE TO 700 FEET SOUTHEAST OF COLLEGE BOULEVARD

COMMUNITY OF UNIVERSITY CITY

PROJECT No. D1-0058





VICINITY MAP

## **Attachment "A"**

Riverside County Transportation Department

Project: SYCAMORE CANYON BLVD

RESURFACING

Project No.(s): **D1-0058** Expenses as of: 6/16/2023

## Project Costs and Budget

Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
A Preliminary Survey						
B Design		132,392		132,392	80,000	133,000
C Environmental		3,326	674	4,000	4,000	4,000
D Right-of-way						
E Construction			872,767	200 244		
Construction Contingency	10%		87,277	960,044	356,000	961,000
F Construction Engineering & Inspection	15%	5,729	130,915	136,644	53,000	137,000
G Construction Survey	5%	277	43,638	43,915	19,000	44,000
H Utilities						

Totals: 141,724 1,135,271 1,276,995 512,000 1,279,000

## **Project Funding**

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	512,000	1,260,000
719	City of Riverside		19,000

Totals: 512,000 1,279,000

Comments			
Drintad	luma 40 00 4:45 DM	201	

Printed: June 19,23 1:15 PM BY: Herbert Daniel Lima

PROJECT:

Sycamore Canyon Boulevard Resurfacing Central Avenue to 700 Feet Southeast of College Boulevard

**Community of University City** 

Advertised: May 2, 2023 (Agenda Item: 3.31)

Addenda: 1 (5/18/23)

Bids Open: 2 pm Date: Wednesday, May 24, 2023

Project No. D1-0058

Company Name	BASE BID SCHEDULE Sycamore Canyon Boulevard Resurfacing	ALTERNATIVE BID SCHEDULE 1 City of Riverside Facilities Adjustments	Project Total
COUNTY'S ESTIMATE	625,115.00	7,000.00	\$632,115.00
LC Paving & Sealing, Inc.	858,067.25	14,700.00	\$872,767.25
ATP General Engineering Contractors	872,047.00	7,350.00	\$879,397.00
All American Asphalt	892,027.40	7,000.00	\$899,027.40
Hardy & Harper, Inc.	941,000.00	14,000.00	\$955,000.00
R.J. Noble Company	982,865.00	16,800.00	\$999,665.00
Onyx Paving Company, Inc.	1,089,000.00	7,000.00	\$1,096,000.00
Average Bid Prices	\$939,167.78	\$11,141.67	\$950,309.44

PROJECT: Sycamore Canyon Boulevard Resurfacing
Central Avenue to 700 Feet Southeast of College Boulevard
Community of University City
Project No. D1-0058

Advertised: May 2, 2023 (Agenda Item: 3.31)

Addenda: 1 (5/18/23)

BASE BI	D SCHEDULI	E - Sycamore Canyon Boulevard Resurfacing			COUNTY'S	ESTIMATE	LC Paving & Sealing, I Escondido, CA 92029	nc.
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	5,000.00	5,000.00	55,500.00	55,500.00
2	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	4,300.00	4,300.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	9,200.00	9,200.00
4	018606	VIDEO CAMERA DETECTION SYSTEM [TEMPORARY]	LS	1	15,000.00	15,000.00	5,400.00	5,400.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	85,000.00	85,000.00	42,000.00	42,000.00
6	190101 (F)	ROADWAY EXCAVATION	CY	860	60.00	51,600.00	126.00	108,360.00
7	390132	HOT MIX ASPHALT (TYPE A)	TON	1,120	80.00	89,600.00	116.25	130,200.00
8	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	2,215	95.00	210,425.00	150.25	332,803.75
9	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	11,660	2.00	23,320.00	4.25	49,555.00
10	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	1	5,000.00	5,000.00	8,100.00	8,100.00
11	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	180	80.00	14,400.00	45.50	8,190.00
12	731521	MINOR CONCRETE (SIDEWALK)	SQFT	550	20.00	11,000.00	12.50	6,875.00
13	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	12,400	1.00	12,400.00	0.55	6,820.00
14	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	470	5.00	2,350.00	3.95	1,856.50
15	840502 (-)	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	12,400	2.00	24,800.00	1.30	16,120.00
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	610	5.00	3,050.00	17.00	10,370.00
17	820410	SALVAGE ROADSIDE SIGN	EA	7	60.00	420.00	56.00	392.00
18	820840	ROADSIDE SIGN - ONE POST	EA	5	350.00	1,750.00	445.00	2,225.00
19	870111	INDUCTIVE LOOP DETECTOR	EA	10	1,000.00	10,000.00	980.00	9,800.00
20	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	50,000.00	50,000.00	50,000.00	50,000.00
		BASE BID SCH - SUB-TOTAL ITEMS 1 - 20				625,115.00		858,067.25

PROJECT: Sycamore Canyon Boulevard Resurfacing

Central Avenue to 700 Feet Southeast of College Boulevard

Community of University City

Advertised: May 2, 2023 (Agenda Item: 3.31)

Addenda: 1 (5/18/23)

Bids Open: 2 pm Date: Wednesday, May 24, 2023

Project No. D1-0058

ALTERN	ATIVE BID S	CHEDULE 1 - City of Riverside Facilities Adjustments			COUNTY'S		1 LC Paving & Sealing, I Escondido, CA 92029	nc.
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
21	710212	ADJUST MANHOLE TO GRADE	EA	7	1,000.00	7,000.00	2,100.00	14,700.00
		ALT BID SCH 1 - SUB-TOTAL ITEM 21				7,000.00		14,700.00

PROJECT TOTAL ITEMS 1 - 21	632,115.00	872,767.25
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PROJECT: Sycamore Canyon Boulevard Resurfacing
Central Avenue to 700 Feet Southeast of College Boulevard
Community of University City

Project No. D1-0058

Advertised: May 2, 2023 (Agenda Item: 3.31)

Addenda: 1 (5/18/23)

BASE BI	D SCHEDUL	E - Sycamore Canyon Boulevard Resurfacing			ATP General Enginee San Diego, CA 92123	2 ring Contractors	All American Asphalt Corona, CA 92878	3
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	2,500.00	2,500.00	10,000.00	10,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	2,500.00	2,500.00	10,000.00	10,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	850.00	850.00	10,000.00	10,000.00
4	018606	VIDEO CAMERA DETECTION SYSTEM [TEMPORARY]	LS	1	17,000.00	17,000.00	20,000.00	20,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	183,500.00	183,500.00	197,000.00	197,000.00
6	190101 (F)	ROADWAY EXCAVATION	CY	860	65.00	55,900.00	75.00	64,500.00
7	390132	HOT MIX ASPHALT (TYPE A)	TON	1,120	100.00	112,000.00	115.00	128,800.00
8	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	2,215	140.00	310,100.00	125.00	276,875.00
9	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	11,660	4.95	57,717.00	2.89	33,697.40
10	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	1	12,500.00	12,500.00	12,000.00	12,000.00
11	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	180	100.00	18,000.00	110.00	19,800.00
12	731521	MINOR CONCRETE (SIDEWALK)	SQFT	550	18.00	9,900.00	26.00	14,300.00
13	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	12,400	0.35	4,340.00	0.60	7,440.00
14	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	470	7.50	3,525.00	3.90	1,833.00
15	840502 (F)	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	12,400	1.50	18,600.00	1.30	16,120.00
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	610	6.50	3,965.00	17.00	10,370.00
17	820410	SALVAGE ROADSIDE SIGN	EA	7	75.00	525.00	56.00	392.00
18	820840	ROADSIDE SIGN - ONE POST	EA	5	525.00	2,625.00	440.00	2,200.00
19	870111	INDUCTIVE LOOP DETECTOR	EA	10	600.00	6,000.00	670.00	6,700.00
20	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	50,000.00	50,000.00	50,000.00	50,000.00
		BASE BID SCH - SUB-TOTAL ITEMS 1 - 20				872,047.00		892,027.40

PROJECT: Sycamore Canyon Boulevard Resurfacing

Central Avenue to 700 Feet Southeast of College Boulevard

**Community of University City** 

Advertised: May 2, 2023 (Agenda Item: 3.31)

Addenda: 1 (5/18/23)

Bids Open: 2 pm Date: Wednesday, May 24, 2023

Project No. D1-0058

ALTERNATIVE BID SCHEDULE 1 - City of Riverside Facilities Adjustments					ATP General Enginee San Diego, CA 92123	-	All American Asphalt Corona, CA 92878	
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
21		ADJUST MANHOLE TO GRADE	EA	7	1,050.00	7,350.00	1,000.00	7,000.00
		ALT BID SCH 1 - SUB-TOTAL ITEM 21				7,350.00		7,000.00

	PROJECT TOTAL ITEMS 1 - 21	879,397.00	899,027.40
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PROJECT: Sycamore Canyon Boulevard Resurfacing
Central Avenue to 700 Feet Southeast of College Boulevard
Community of University City

Project No. D1-0058

Advertised: May 2, 2023 (Agenda Item: 3.31)

Addenda: 1 (5/18/23)

		E - Sycamore Canyon Boulevard Resurfacing		7	Hardy & Harper, Inc. Lake Forest, CA 9263	0	R.J. Noble Company Orange, CA 92865	5
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	5,000.00	5,000.00	20,300.00	20,300.00
2	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	3,300.00	3,300.00
4	018606	VIDEO CAMERA DETECTION SYSTEM [TEMPORARY]	LS	1	14,000.00	14,000.00	15,400.00	15,400.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	212,805.00	212,805.00	90,000.00	90,000.00
6	190101 (F)	ROADWAY EXCAVATION	CY	860	80.00	68,800.00	108.00	92,880.00
7	390132	HOT MIX ASPHALT (TYPE A)	TON	1,120	120.00	134,400.00	116.00	129,920.00
8	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	2,215	145.00	321,175.00	171.00	378,765.00
9	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	11,660	3.00	34,980.00	9.00	104,940.00
10	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	1	10,000.00	10,000.00	17,000.00	17,000.00
11	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	180	150.00	27,000.00	127.00	22,860.00
12	731521	MINOR CONCRETE (SIDEWALK)	SQFT	550	18.00	9,900.00	16.50	9,075.00
13	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	12,400	0.50	6,200.00	0.50	6,200.00
14	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	470	4.00	1,880.00	4.00	1,880.00
15	840502 (F)	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	12,400	1.25	15,500.00	1.30	16,120.00
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	610	16.00	9,760.00	16.50	10,065.00
17	820410	SALVAGE ROADSIDE SIGN	EA	7	50.00	350.00	55.00	385.00
18	820840	ROADSIDE SIGN - ONE POST	EA	5	450.00	2,250.00	435.00	2,175.00
19	870111	INDUCTIVE LOOP DETECTOR	EA	10	700.00	7,000.00	660.00	6,600.00
20		MISCELLANEOUS WORK (AS DIRECTED)	FA	1	50,000.00	50,000.00	50,000.00	50,000.00
		BASE BID SCH - SUB-TOTAL ITEMS 1 - 20				941,000.00		982,865.00

PROJECT: Sycamore Canyon Boulevard Resurfacing

Central Avenue to 700 Feet Southeast of College Boulevard

**Community of University City** 

Advertised: May 2, 2023 (Agenda Item: 3.31)

Project No. D1-0058

Addenda: 1 (5/18/23)

l l				Hardy & Harper, Inc.	4 R.J. Noble Company			
ALTERN	ATIVE BID S	CHEDULE 1 - City of Riverside Facilities Adjustments			Lake Forest, CA 9263	0	Orange, CA 92865	
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
21	710212	ADJUST MANHOLE TO GRADE	EA	7	2,000.00	14,000.00	2,400.00	16,800.00
		ALT BID SCH 1 - SUB-TOTAL ITEM 21				14,000.00		16,800.00

PROJECT TOTAL ITEMS 1 - 21	955,000.00	999,665.00
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## **Riverside County Transportation Department**

**Summary of Bids** 

PROJECT: Sycamore Canyon Boulevard Resurfacing Central Avenue to 700 Feet Southeast of College Boulevard **Community of University City** 

Project No. D1-0058

Advertised: May 2, 2023 (Agenda Item: 3.31)

Addenda: 1 (5/18/23)

	•	Date: Wednesday, May 24, 2023			Onyx Paving Compan		
ITEM NO.	BID SCHEDULE - Sycamore Canyon Boulevard Resurfacing  O. ITEM CODE CONTRACT ITEM UNITS QUANTITY				Anaheim, CA 92806 BID UNIT PRICE	BID ESTIMATE	
1	066100	DUST ABATEMENT	LS	1	13,000.00	13,000.00	
2	100100	DEVELOP WATER SUPPLY	LS	1	11,000.00	11,000.00	
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	11,000.00	11,000.00	
4	018606	VIDEO CAMERA DETECTION SYSTEM [TEMPORARY]	LS	1	27,124.60	27,124.60	
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	272,000.00	272,000.00	
6	190101 (F)	ROADWAY EXCAVATION	CY	860	111.00	95,460.00	
7	390132	HOT MIX ASPHALT (TYPE A)	TON	1,120	137.00	153,440.00	
8	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	2,215	137.00	303,455.00	
9	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	11,660	4.44	51,770.40	
10	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	1	15,500.00	15,500.00	
11	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	180	100.00	18,000.00	
12	731521	MINOR CONCRETE (SIDEWALK)	SQFT	550	20.00	11,000.00	
13	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	12,400	0.50	6,200.00	
14	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	470	5.00	2,350.00	
15	840502 (F)	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	12,400	2.00	24,800.00	
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	610	20.00	12,200.00	
17	820410	SALVAGE ROADSIDE SIGN	EA	7	100.00	700.00	
18	820840	ROADSIDE SIGN - ONE POST	EA	5	600.00	3,000.00	
19	870111	INDUCTIVE LOOP DETECTOR	EA	10	700.00	7,000.00	
20	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	50,000.00	50,000.00	
		BASE BID SCH - SUB-TOTAL ITEMS 1 - 20				1,089,000.00	

PROJECT: Sycamore Canyon Boulevard Resurfacing

Central Avenue to 700 Feet Southeast of College Boulevard

**Community of University City** 

Advertised: May 2, 2023 (Agenda Item: 3.31)

Project No. D1-0058

Addenda: 1 (5/18/23)

Біаз ор	Dids Open. 2 pm Date. Wednesday, may 24, 2023							
				6				
			Onyx Paving Compan	y, Inc.				
ALTERNATIVE BID SCHEDULE 1 - City of Riverside Facilities Adjustments				Anaheim, CA 92806				
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE		
21	710212	ADJUST MANHOLE TO GRADE	EA	7	1,000.00	7,000.00		
		ALT BID SCH 1 - SUB-TOTAL ITEM 21				7,000.00		

PROJECT TOTAL ITEMS 1 - 21	1,096,000.00	



Mark Lancaster, P.E. Director of Transportation

## **COUNTY OF RIVERSIDE**

# TRANSPORTATION AND LAND MANAGEMENT AGENCY

## **Transportation Department**

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

Russell Williams Deputy for Transportation Planning and Development

## **ADDENDUM NUMBER 1**

Dated May 18, 2023

to the Specifications and Contract Documents for the construction of

Sycamore Canyon Boulevard Resurfacing
Central Avenue to 700 Feet Southeast of College Boulevard
Community of University City
Project No. D1-0058

Bids Due: Wednesday, May 24, 2023; 2:00 p.m.

14<sup>th</sup> Street Transportation Annex 3525 14<sup>th</sup> Street; Riverside, CA 92501

(951) 955-6780

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

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

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

## **MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:**

## Item 1: Caltrans Encroachment Permit

Refer to Section 00-1.07, "Encroachment Permit", on page 4 of the Special Provisions. The following special provisions are added and are made a part of Section 00-1.07 hereby:

A copy of Caltrans encroachment permit is provided for bidder's and Contractor's information and compliance. The encroachment permit is attached herewith as **Attachment "A"**.

Addendum No. 1 Sycamore Canyon Boulevard Resurfacing Central Avenue to 700 Feet Southeast of College Boulevard Community of University City Project No. D1-0058 May 18, 2023 Page 2 of 5

## **Item 2: Temporary Pavement Delineation**

The following special provisions are added and are made a part hereby:

## Replace Section 12-6, with the following:

## 12-6 TEMPORARY PAVEMENT DELINEATION

### 12-6.01 GENERAL

Section 12-6 includes specifications for placing temporary pavement delineation.

All areas the that have been cold planed must be repaved and delineated with temporary traffic stripes the same day before opening to traffic.

Temporary Stripe paint must be applied at the end of every shift when new HMA is placed. The use of temporary pavement markers only for centerline or lane line delineation will not be allowed.

Temporary painted traffic stripes and painted pavement markings used for temporary delineation must comply with section 84-2.

Temporary signs for no-passing zones must comply with section 12-3.11.

## **12-6.02 MATERIALS**

## 12-6.02A General

The following types of temporary pavement delineation must be on the Authorized Material List for signing and delineation materials:

- 1. Temporary pavement markers for long term day/night use (180 days or less)
- 2. Temporary pavement markers for short term day/night use (14 days or less)
- 3. Temporary (removable) striping and pavement marking tape (180 days or less)
- 4. Permanent traffic striping and pavement marking tape
- 5. Channelizers

## 12-6.02B Temporary Pavement Markers

Temporary pavement markers must be the same color as the lane line or centerline markers being replaced.

Temporary pavement markers must be for long-term day or night use, 180 days or less, except you may use temporary pavement markers for short-term day or night use, 14 days or less, if you place the permanent pavement delineation before the end of the 14 days.

## 12-6.02C Channelizers

Channelizers used for temporary edge line delineation must be orange and surface mounted.

### 12-6.03 CONSTRUCTION

## 12-6.03A General

If work activities obliterate pavement delineation, or as directed by the Engineer, place temporary or permanent pavement delineation before opening the traveled way to traffic. The temporary pavement delineation must consist of a lane line and centerline pavement delineation for traveled ways open to traffic.

On multilane roadways, freeways, expressways, and 2-lane roadways with shoulders 4 feet or more in width, the temporary pavement delineation must also include edge line delineation for traveled ways open to traffic.

Establish the alignment for temporary pavement delineation, including the required lines or markers.

Addendum No. 1 Sycamore Canyon Boulevard Resurfacing Central Avenue to 700 Feet Southeast of College Boulevard Community of University City Project No. D1-0058 May 18, 2023 Page 3 of 5

Surfaces to receive an application of paint or removable traffic tape must be dry and free from dirt and loose material. Do not apply temporary pavement delineation over existing pavement delineation or any other temporary pavement delineation. Maintain temporary pavement delineation until no longer needed or replace it with a new striping detail of temporary or permanent pavement delineation.

When the Engineer determines the temporary pavement delineation is no longer required for the direction of traffic, remove the temporary pavement delineation, including any underlying adhesive for temporary pavement markers, from the final layer of surfacing and from the pavement to remain in place. Remove temporary pavement delineation that conflicts with any subsequent or new traffic pattern for the area.

## 12-6.03B Temporary Lane Line and Centerline Delineation

If lane lines or centerlines are obliterated and temporary pavement delineation to replace the lines is not shown, the minimum lane line and centerline delineation must consist of temporary pavement markers placed longitudinally at 24-foot maximum intervals.

For temporary lane line or centerline delineation consisting entirely of temporary pavement markers for short-term day or night use, 14 days or less, do not use the markers for more than 14 days on lanes opened to traffic. Place the permanent pavement delineation before the end of the 14 days. If the permanent pavement delineation is not placed within 14 days, replace the temporary pavement markers with additional temporary pavement delineation equivalent to the pattern described for the permanent pavement delineation for the area.

If no-passing centerline pavement delineation is obliterated, install the following temporary no-passing zone signs before opening lanes to traffic:

- 1. W20-1 (Road Work Ahead) sign from 1,000 to 2,000 feet in advance of the no-passing zone
- 2. R4-1 (Do Not Pass) sign at the beginning of the no-passing zone and at 2,000-foot maximum intervals within the no-passing zone
- 3. W7-3a (Next Miles) plaque beneath the W20-1 sign for continuous zones longer than 2 miles
- 4. R4-2 (Pass With Care) sign at the end of the no-passing zone

The Engineer determines the exact location of temporary no-passing zone signs. Maintain the temporary no-passing zone signs in place until you place the permanent no-passing centerline pavement delineation.

Remove the temporary no-passing zone signs when the Engineer determines they are no longer required for the direction of traffic.

## 12-6.03C Temporary Edge Line Delineation

On multilane roadways, freeways, expressways, and 2-lane roadways with shoulders 4 feet or more in width open to traffic where edge lines are obliterated and temporary pavement delineation to replace those edge lines is not shown, provide temporary pavement delineation for:

- 1. Right edge lines consisting of any of the following:
  - 1.1. Solid 6-inch-wide traffic stripe tape of the same color as the stripe being replaced
  - 1.2. Traffic cones placed longitudinally at 100-foot maximum intervals
  - 1.3. Portable delineators or channelizers placed longitudinally at 100-foot maximum intervals
- 2. Left edge lines consisting of any of the following:
  - 2.1. Solid 6-inch-wide traffic stripe tape of the same color as the stripe being replaced
  - 2.2. Traffic cones placed longitudinally at 100-foot maximum intervals
  - 2.3. Portable delineators or channelizers placed longitudinally at 100-foot maximum intervals
  - 2.4. Temporary pavement markers placed longitudinally at 6-foot maximum intervals

You may apply temporary traffic stripe paint of the same color as the stripe being replaced instead of solid 6-inch-wide temporary traffic stripe tape where the removal of the temporary traffic stripe is not required.

Addendum No. 1 Sycamore Canyon Boulevard Resurfacing Central Avenue to 700 Feet Southeast of College Boulevard Community of University City Project No. D1-0058 May 18, 2023 Page 4 of 5

The Engineer determines the lateral offset for traffic cones, portable delineators, and channelizers used for temporary edge line delineation. If traffic cones or portable delineators are used for temporary edge line delineation, maintain the cones or delineators during the hours of the day when they are in use.

Cement the bases of channelizers used for temporary edge line delineation to the pavement with hot melt bituminous adhesive as specified in section 81-3 for cementing pavement markers to pavement.

## 12-6.03D Temporary Traffic Stripe, Pavement Marking, and Pavement Markers 12-6.03D(1) General

Reserved

## 12-6.03D(3) Temporary Traffic Stripe Paint

Apply temporary traffic stripe paint under section 84-2.03 except you may apply 1 or 2 coats of the temporary traffic stripe paint for new or existing pavement.

You are not required to remove painted temporary traffic stripe that will be covered by paving work.

## 12-6.03D(5) Temporary Pavement Marking Paint

Apply temporary pavement marking paint under section 84-2.03 except you may apply 1 or 2 coats of the temporary pavement marking paint.

You are not required to remove of painted temporary pavement markings that will be covered by paving work.

You may use permanent or temporary removable pavement marking tape instead of temporary pavement marking paint.

## 12-6.03D(6) Temporary Pavement Markers

Place temporary pavement markers under the manufacturer's instructions. Cement temporary markers to the surfacing with the manufacturer's recommended adhesive except do not use epoxy adhesive in areas where the removal of the pavement markers is required.

You may use retroreflective pavement markers instead of temporary pavement markers for long-term day or night use, 180 days or less, except to simulate patterns of broken traffic stripe. Retroreflective pavement markers used for temporary pavement markers must comply with section 81-3 except the waiting period before placing pavement markers on new asphalt concrete surfacing as specified in section 81-3.03 does not apply. Do not use epoxy adhesive to place pavement markers in areas where the removal of the pavement markers is required.

#### 12-6.04 PAYMENT

Full compensation to conform to the temporary traffic striping requirements of this section shall be considered as included in the contract price paid per linear feet for Temporary Traffic Stripe (Paint) and shall include full compensation for the work performed in applying Temporary Traffic Stripe as specified by these special provisions, and as directed by the Engineer.

Full compensation to conform to the requirements of this section, other than Temporary Traffic Striping, shall be considered as included in the contract price paid per lump sum for Traffic Control System and shall include full compensation for the work performed in applying temporary traffic delineation as specified by these special provisions, and as directed by the Engineer.

## **ATTACHMENTS**

A - Encroachment Permit (24 sheets)

Addendum No. 1 Sycamore Canyon Boulevard Resurfacing Central Avenue to 700 Feet Southeast of College Boulevard Community of University City Project No. D1-0058 May 18, 2023 Page 5 of 5

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

Recommended by:	
Alfredo Martinez, PE Engineering Project Manager	ALFREDO MARTINEZ  No. C- 74665  CIVIL  OF CALIFORNIA  OF CALIFORNI
Concurrence:	
Khalid Nasim	
Khalid Nasim, PE Engineering Division Manager	-
Acknowledged:(Contractor)	Date:
(Contractor)	

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

ENCROACHMENT PERI TR-0120 (REV 12/2022)		Permit No. 08-23-N-TK-	0343	FM 91 1436
		Dist/Co/Rte/P	M	
In compliance with your application	on of April 12, 2023	08/RIV/215/PI	M 39.5	
Reference Documents:		Permit Approv	al Date	
Utility Notice No.	of	April 13, 2023		
Agreement No.			Bond Amount (1)	Payment Bond Amount (2)
	of	\$0		\$0
R/W Contract No.	of	Bond Compar	ıy	
Project code (ID):	CFC #:	Bond Number	(1)	Bond Number (2)
Utility Work Order #:		\$ N/A	(.)	\$ N/A
County of Riverside Attn: Alfredo Martinez 3525 14th St Riverside, CA 92501 (951)955-0086				
		, PERMITTEI	E	
District 8 Encroachment Permit Of All traffic control work/plans should the Caltrans Representative. PCM A pre-job meeting with the assign to start of any work under this permits of the control of the	office and/or to the satisfaction  Id be in compliance with Calt  MS shall be installed per 2014  The Caltrans Representative,  The complete to do so may res	n of the Caltrans Repres rans 2022 Standard Plar 4 MUTCD Fig. 6F-104(Ca Payman Hatam, (909) 3 Jult in permit revocation v	entative.  n and 2014 California a) and Section 6F60 83-7549, (951) 312- vith no prejudice.	1897, is required at least 7 days prior
THIS PERMIT IS NOT A PROPE	RTY RIGHT AND DOES NO	T TRANSFER WITH TH		
The following attachments are als	so included as part of this per	mit (check applicable):	costs for:	the permittee will be billed actual
XES NO General Provis	sions		☐ YES ⊠ NO	Review
YES NO Utility Mainten	ance Provisions		☐ YES ⊠ NO	Inspection
X YES NO Storm Water S	Special Provisions		YES	Field Work
XES NO Special Provis	sions			(if any Caltrans effort expended)
YES NO A Cal-OSHA F	Permit, if required: Permit No.			
YES NO As-Built Plans	Submittal Route Slip for Loc	ally Advertised Projects		
YES NO Storm Water F	Pollution Protection Plan			
YES NO The information	on in the environmental docur	mentation has been revie	ewed and considered	d prior to approval of this permit.
This permit is void unless the wor	k is completed before Noven	nber 30		, 2023
This permit is to be strictly constru			•	
No project work shall be commen	ced until all other necessary	permits and environmen APPROVED:	tal clearances have	been obtained.
#1: Hector Pantaleon		Catalino A. Pining III		District Director
#2: Payman Hatam #3: JORGE HERNANDEZ		BY:		, District Director
#4: FRED MCSKIMMING		JOSE D JR FERNAND	EZ Jt Fernandez Jr	, District Permit Engineer

## PAGE 1: ATTACHED TO AND MADE PART OF PERMIT NO.

08-23-N-TK-0343
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☑A PRE-JOB MEETING WITH THE ASSIGNED CALTRANS REPRESENTATIVE,

Payman Hatam (909) 383-7549, (951) 312-1897

AT LEAST 7 DAYS IS REQUIRED PRIOR TO START OF

In addition to the attached General Provisions, the following checked special provisions are applicable:

ANY WORK UNDER THIS PERMIT. FAILURE TO DO SO WILL RESULT IN PERMIT CANCELLATION AND RESUBMITTAL MAY BE REQUIRED.

☐You are required to submit an approved Storm Water Pollution Prevention Plan (SWPPP) for projects with a cumulative disturbed soil area equal or greater than 1 acre, and an approved Water Pollution Control Program (WPCP) for projects with a disturbed soil area less than 1 acre, unless otherwise required by other agencies (RWQCBs, U.S. Army Corps of Engineers, Department of Fish and Game, etc.).

□Upon the expiration of this permit, the Permittee is required to apply for the countywide annual maintenance permit for this new facilities installed under the Permit No.: \_\_\_\_\_\_\_\_\_.

☐ The Permittee is required to apply for a separate permit to maintain and/or replace in kind of these facilities on each occurrence upon the expiration of this permit.

☐The Permittee shall provide the stage construction traffic handling plans, work schedule and a list of all sub-contractors to the Department's Representative at the time of the pre-construction meeting or prior to start construction.

☑All traffic control, signing and striping shall comply with California MUTCD 2014. It is available at: http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca\_mutcd.htm

Permittee and his/her contractors shall comply with Department 2022 Standard Specifications, Department 2022 Standard Plans, and all the latest revisions implemented as of this permit issued date, and the project specific special provisions for Oversight Projects and Streamlined Oversight Projects. It is the responsibility of the permittee and his/her contractors to verify with the Department Standard Plans, Standard Specifications, and all the latest revisions as of this permit issued date before ordering any materials for the project within the Department Right-Of-Way. The Department Standard Plans, Standard Specifications, and the Revisions are available at: http://www.dot.ca.gov/hg/esc/oe/standards.php

☑Permittee and/or permittee's authorized contractor/agent are required and responsible to identify the Department's underground electrical systems before performing any excavation work within the right of way.

⊠All personnel shall wear hard hats and ANSI class II / III garments as appropriate while on State property.

☑The Permittee's work shall be subordinated to any operations which the Department may conduct and shall not delay, nor interfere with the Department's Forces or Department's Contractors.

☑Attention is directed to Standard Specifications Section 7-1.11, Preservation of Property, and Business and

Professions Code, Section 8771. The Permittee shall physically inspect the work site and locate survey monuments prior to work commencement. Monuments shall be referenced or reset in accordance with the Business and Professions Code.

Except for installing, maintaining and removing traffic control devices, any work encroaching within 3 feet of the edge of a traffic lane for areas with a posted speed limit below 45mph, or 6 feet of the edge of a traffic lane, for areas with a speed limit posted at 45mph or higher, shall require closing of the adjacent traffic lane. Permittee shall notify the Department's Representative, and obtain approval of, all traffic control, lane closures or detours, at least seven (7) WORKING DAYS prior to setting up of any traffic control.

No lane may be closed or obstructed at any time unless specifically allowed per the encroachment permit, shown in approved traffic control plans, and/or as directed by the Department's Representative.

- ☑ Traffic control is generally authorized between 9:00 AM and 3:00 PM only on Monday through Thursday and until 1:00 PM on Fridays, excluding holidays except specified in the Permit. Lane closure is not allowed on Saturdays, Sundays and designated holidays. The designated holidays are: January 1st, the third Monday in January, the second and third Mondays in February, March 31, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, November 11th, Thanksgiving Day, the day after Thanksgiving Day, and December 25th. When a fixed holiday falls on Saturday, the preceding Friday shall be designated as holiday.
- ☑ Should any deviation from these procedures or conditions be observed, all work shall be suspended until satisfactory steps have been taken to ensure compliance.
- ☑If time extension is necessary, a request for time extension and the accompanying attachments must be made a minimum of two (2) weeks prior to completion date stated on face of permit. If work has not been started before completion date, the permit will be voided. Failure to comply with rules and regulations stated on permit will jeopardize future permit privileges.
- ☐ "AS-BUILT" PLANS ARE REQUIRED UPON COMPLETION OF ALL WORK. PLEASE REFER TO THE GENERAL PROVISION TR-0045, ITEM 22 FOR THE "AS-BUILT" REQUIREMENTS. NO FINAL INSPECTION WILL BE PERFORMED UNTIL THE DEPARTMENT IS IN RECEIPT OF "AS-BUILT" PLANS.
- No vehicle or equipment shall be stored overnight within the right of way; it shall be removed immediately at the completion of the day's work. Refueling of vehicle or equipment within the right of way is strictly prohibited.
- ☒ Required traffic control devices shall be installed around fixed objects to warn the motoring public for safety. Personal vehicles of the contractor shall not be parked within freeway right of way.
  - ☑ No materials or waste shall be stockpiled within State right of way.
- ☑Except as specifically provided herein, all requirements of the Vehicle Code and other applicable laws must be complied with in all particulars.
- ☑ When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane. The permittee shall not reduce the width of the existing lane to less than 10 feet without written approval from the Department's Representative.
  - Excavations made within the limits of the right of way shall be backfilled and resurfaced to original condition

08-23-N-TK-0343 PAGE 3: ATTACHED TO AND MADE PART OF PERMIT NO. before leaving the work area unless otherwise authorized by the Department's Representative. All trenches repair shall comply with ENCROACHMENT PERMIT TRENCH DETAIL. TR-0153 or to the satisfaction of the Department's Representative. ☑Permittee shall be responsible for arranging the services of a qualified traffic control contractor to provide any needed traffic control. The permittee shall arrange a meeting between his field representative, traffic control contractor, Department's Representative and/or CHP at least two (2) weeks prior to start of any work covered under this permit to arrange date and time of starting work and determine appropriate methods of handling traffic. At least 3 working days notice shall be given to the Caltrans representative and/or the CHP, prior to the meeting to allow time to arrange for attendance. X A copy of this permit, complete with all attachments, shall be kept by permittee/contractor working under this permit and must be shown to the Department Permit Inspector, Department's Representatives, or Law Enforcement Officer, on demand. In the permittee shall be responsible for notifying the appropriate utility companies or underground service alert prior to any excavation work. The permittee shall notify the California Highway Patrol Area Commander at least 72 hours prior to implementing traffic control. When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped, is safe and well defined and shown on the approved permit plan. ☑Pedestrian walkways and canopies within State Right of Way shall comply with the requirements of the applicable local agency or of the latest edition of the Uniform Building Code whichever contains the higher standards. [For City or County projects with utility relocations:] ☐ If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal which STATE or PERMITTEE must legally pay, will be borne by PERMITTEE. If any protection, relocation, or removal of utilities is required, including determination of liability for cost, such work shall be performed in accordance with STATE policy and procedure. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans. [For other projects with utility relocations:]

☐ If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or

removal shall be borne by PERMITTEE in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations, and Property Rights. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.

×	Submit Contractor(s) Authorization form, TR-0429 prior to any construction activity.
	Submit contractor's copy of bonds with the local agency prior to any construction activity.
	Submit contractor's certificate of liability insurance prior to any construction activity. The certificate shall name Caltrans as additional insured with the statement: "The State of California, the California Department of Transportation, the directors, officers, employees, and/or agents of the State of California and/or the California Department of Transportation" are named additional insureds for purposes of an Encroachment Permit.

08-23-N-TK-0343

CO/RTE/PM: 08-RIV-215-39.5
PRECONSTRUCTION MEETING AGREEMENT
do hereby agree to personally accomplish or have another designated person arrange for all involved company representatives to attend a pre-construction meeting with the authorized Department's Representative at, as specified on this permit. Such meeting must be held two (2) days or more prior to the planned start of the work on this project. The Authorized Department's Representative shall have complete authority to determine whether the permit conditions, either implied or written, have been complied with. The Department's Representative may then allow the permit work to proceed as appropriate. The Pre-construction Meeting Record below must be signed by both the Department's Representative and the permittee before the permit work mastart.
have read and understand the attached General Provisions TR-0045 and other attached prosivions of this permit.
This agreement or a copy thereof, must be mailed back to the <b>Department's District 8 Encroachment Permit Office at 464 W. 4th. Street, MS 619, San Bernardino, CA 92401-1400</b> , within three (3) working day prior to the pre-construction meeting. Failure to return this form could delay the release of your bonds. A copy of this document shall be at the job site at all times when work is in progress and failure to do so may result in the suspension of work, as directed by the Department's Representative.
It is the permittee's responsibility to ensure that the Department's Representative is notified of work completio and that the attached Completion Notice is mailed to the Department's Permit office.
Signature Date
Print or Type Name
Position or Title

PERMIT NO.: <u>08-23-N-TK-0343</u>

## PAGE 6: ATTACHED TO AND MADE PART OF PERMIT NO.

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## PRECONSTRUCTION MEETING RECORD

Department's Representative	Date
Permittee's Representative	Date
Date Work May Begin:	

PAGE 7.	ATTACHED	TO AND	MADE	DART	OF	PERMIT NO

08-2	23-N-	TK-0	)34	.3			

PERMIT NO.: \_\_\_\_\_

CO/RTE/PM: 08-RIV-215-39.5

DEPARTMENT OF TRANSPORTATION-DISTRICT 8 ENCROACHMENT PERMITS OFFICE 464 W. 4th. Street, MS 619 San Bernardino, CA 92401-1400

## **100% COMPLETION NOTICE**

Work on Permit No.:08-23-N-TK-03	has been completed. A final inspection meeting was h	ield o
Permittee's Representative	 Date	
Department's Representative	Date	

FAILURE TO COMPLETE AND RETURN THIS TO THE DISTRICT PERMITS OFFICE MAY CAUSE A DELAY IN THE RELEASE OF YOUR BONDS.

SSUED BY ADDENDUM No. 1, ATTACHMENT "A'

## **ENCROACHMENT PERMIT GENERAL PROVISIONS**

## **ENCROACHMENT PERMIT GENERAL PROVISIONS**

TR-0045 (REV. 12/2022)

- AUTHORITY: The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
- 2. REVOCATION: Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
- DENIAL FOR NONPAYMENT OF FEES: Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
- PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK: This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents. including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
- 5. ACCEPTANCE OF PROVISIONS: Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity

- to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
- 6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
- 7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.

- PLAN CHANGES: Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
- RIGHT OF ENTRY, INSPECTION AND APPROVAL: All
  work is subject to monitoring and inspection. The United
  States, the State, the Department, and the Directors,
  officers, employees, agents, and/or contractors of the
  State and/or of the Department, and other state, and
  federal agencies, and the FHWA, through their agents or
  representatives, must have full access to highway

## **ENCROACHMENT PERMIT GENERAL PROVISIONS**

facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

- 10. PERMIT AT WORKSITE: Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
- 11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
- 12 PERMITS. APPROVALS. AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES: This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
- 13. PEDESTRIAN AND BICYCLIST SAFETY: A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour

- pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).
- 14. PUBLIC TRAFFIC CONTROL: The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.

- 15. MINIMUM INTERFERENCE WITH TRAFFIC: Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
- 16. STORAGE OF EQUIPMENT AND MATERIALS: The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
- 17. CARE OF DRAINAGE: Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
- RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY: Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
- 19. STATÉ HIGHWAY RIGHT-OF-WAY CLEAN UP: Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
- 20. COST OF WORK: Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.

- 21. ACTUAL COST BILLING: When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
- 22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
  - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
  - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
  - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
  - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
  - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
  - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
- 23. PERMITS FOR RECORD PURPOSES ONLY: When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.

- "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
- 24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
  - a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
  - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
- 25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.

## 26. ENVIRONMENTAL:

- a) ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- b) HAZARDOUS MATERIALS: If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) BIOLOGICAL: If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- 27. PREVAILING WAGES: Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
- 28. LIABILITY, DEFENSE, AND INDEMNITY: The Permittee agrees to indemnify and save harmless the United States. the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work. and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

- 29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
- 30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:
  - a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
    - No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
    - ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
    - iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
    - That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal

- Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
- 31. MAINTENANCE: The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof. and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance. operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection. repair, and/or maintenance activities. Contact the Department for information.
- 32. SPECIAL EVENTS: In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY: State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

- of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.
- 34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.
- 35. LANE CLOSURE REQUEST SUBMITTALS AND **NOTIFICATION** OF **CLOSURES** TO THE **DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
- 36. SUSPENSION OF TRAFFIC CONTROL OPERATION:
  The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
- 37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION: Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.
- 38. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA): All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973. codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A. Part 37, § 37.1 et seg.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code

section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

- 39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
  - a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
  - In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
  - In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
  - d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

# STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO IMPACT (SWSP)

TR-0400 (Rev 05/2018)

- 1. GENERAL: The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
- 2. NPDES REQUIREMENTS: The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (Order No. 2012-0011-DWQ, NPDES No CAS000003) and for and projects disturbing one acre or more of soil, full compliance with the California Construction General Permit (Order No. 2009-0009-DWQ, **NPDES** CAS000002) or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region (Order No. R6T-2016-0010, NPDES No. CAG616002). It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation. inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) nonstormwater management, 8) water conservation, 9) tracking controls and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee must also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional

Water Quality Control Board or other regulatory agency must be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at:

http://www.waterboards.ca.gov/water\_issues/programs/stormwater

- RESPONSIBILITY FOR DEBRIS REMOVAL: The Permittee must be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.
- 4. SPOILS AND RESIDUE: The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system.
- 5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective.
  - Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
- 6. VEHICLES AND EQUIPMENT: Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.
- MAINTENANCE AND FUELING OF VEHICLES
   AND EQUIPMENT: Maintenance and fueling of
   equipment must not result in any pollution at the job
   site. The Permittee must immediately clean up
   spills/leaks, and properly dispose of contaminated soil
   and materials.
- 8. CLEANING VEHICLES AND EQUIPMENT: Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc. must be used in State right-of-way. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of

## **ENCROACHMENT PERMIT SPECIAL PROVISIONS**

storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill- cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.

 DIESEL FUELS: The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.

10. WEATHER CONDITIONS AT WORKSITE: Any activity that would generate fine particles or dust that could be transported off site by stormwater must be performed during dry weather.

11. WIND EROSION PROTECTION: The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site.

12. HOT MIX ASPHALT: Runoff from washing hot mix asphalt must not enter into any drainage conveyances.

- 13. PROTECTION OF DRAINAGE FACILITIES: The Permittee must protect/cover gutters, ditches. drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance with section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control of Caltrans' Standard Specifications.
- 14. PAINT: Rinsing of painting equipment and materials is not permitted in State right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner must be disposed of at an approved hazardous waste site.
- 15. CONSTRUCTION MATERIALS: Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, must conform to section 13-4.03C (2) Material Storage & 13-4.03C (3) Stockpile Management of Caltrans' Standard Specifications.
- 16. CONCRETE EQUIPMENT: Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.
- 17. EXISTING VEGETATION: Established existing vegetation is the best form of erosion control. Minimize

- disturbance to existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
- 18. SOIL DISTURBANCE: Soil disturbing activities must be avoided during the wet weather season. I f construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity.
- 19. SLOPE STABILIZATION AND **SEDIMENT CONTROL:** Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of Caltrans' Standard Specifications during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.
- 20. STOCKPILES: Stockpiles containing aggregate and/or soil must be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and must be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles must be stored on an impermeable surface and covered with 9 mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control 13-4.03C (3) practices in Section Stockpile Management of the State of California standard specifications for construction.
- 21. DISCOVERY OF CONTAMINATION: The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.
- 22. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.
- 23. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other non-storm water liquids not covered

# ISSUED BY ADDENDUM No. 1, ATTACHMENT "A"

# **ENCROACHMENT PERMIT SPECIAL PROVISIONS**

under separate waste water permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D (5) Liquid Waste, Water Pollution Control of Caltrans' Standard Specifications.

- 24. WATER CONTROL AND CONSERVATION:
  Manage water use in a w ay that will prevent erosion
  and the discharge of pollutants into storm drain
  systems and receiving waters. Direct runoff, including
  water from water line repair from the job site to areas
  where it can infiltrate into the ground. Direct water from
  off-site sources around the job site or from contact with
  jobsite runoff.
- 25. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use.
- 26. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.03G Dewatering, Water Pollution Control of Caltrans' Standard Specifications. A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board must be provided to the State representative.

SUED BY ADDENDUM No. 1, ATTACHMENT "A'

CANYON BLVD

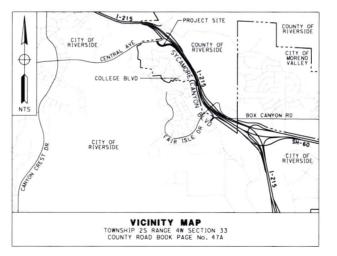
D1-0058 SYCAMORE

# COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

# SYCAMORE CANYON BLVD

RESURFACING
CENTRAL AVE TO 700 FEET SOUTHEAST OF COLLEGE BLVD COMMUNITY OF UNIVERSITY CITY PROJECT No. D1-0058





### ABBREVIATIONS & LEGEND

AC	ASPHALT CONCRETE						
AP	ANGLE POINT						
AVE	AVENUE						
BEG	BECIN						
BLVD	BOULEVARD						
Q.	CENTER LINE						
CONC	CONCRETE						
C/G	CURB AND GUTTER						
ECR	END CURB RETURN						
EX	EXISTING						
FH	FIRE HYDRANT						
НМА	HOT MIX ASPHALT						
LT	LEFT						
MOD	MODIFICATION, MODIFIED						
No.	NUMBER						
NTS	NOT TO SCALE						
PVMT	PAVEMENT						
RT	RIGHT						
RHMA	RUBBERIZED HOT MIXED ASPHALT						
R/W	RIGHT OF WAY						
STA	STATION						
STD	STANDARD						
SW	SIDEWALK						
TYP	TYPICAL						
VAR	VARIES						
w	WIDTH						
•	DRAIN INLET RECTANGULAR						
+0+	FIRE HYDRANT						
0	MANHOLE						
•	POWER POLE						
<del>™</del>	TRAFFIC SIGNAL						
8	WATER METER						
0	WATER VALVE						

## INDEX OF SHEETS

	SHEET	No.	DESCRIPTION								
	1		TITLE								
	2		TYPICAL CROSS SECTIONS								
	3 -	4	LAYOUT								
	5 -	6	PAVEMENT DELINEATION & SIGN PLAN								
	7		DETOUR PLAN								

# 95% PLANS

CONCURRED BY	PREPARED BY		TITLE			SHE	EET	No	• P.
MARK LANCASTER DIRECTOR OF TRANSPORTATION COUNTY OF RIVERSIDE	ALFREI ALFREI ENGINE	RED UNDER THE SUPERVISION OF:  DO MARTINEZ  JERING PROJECT MANAGER  OF RIVERSIDE	SYC	RESURFACING	RD	SHEET	<b>T</b>	6	LAST REVISION DAT
		USERNAME => HLima DGN FILE => D1-0058 ab T-01	.dgn	PR D1-0058	COUNTY FILE No				

Received by: Caltrans Dist. 08 **Encroachment Permits** April 3, 2023

BORDER LAST REVISED 3/30/2021

