

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



**ITEM: 3.34
(ID # 22979)**

MEETING DATE:

Tuesday, September 26, 2023

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Emergency Storm Damage Repair Work, Thousand Palms Canyon Road and Ramon Road, Community of Thousand Palms, California Environmental Quality Act (CEQA) Exempt per State CEQA Guidelines Sections 15269 and 15301. District 4. [\$1,500,000 Total Cost - Gas Tax 100%] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Emergency Storm Damage Repair Work in Thousand Palms Canyon Road and Ramon Road in the community of Thousand Palms are exempt from the provisions of California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15269 (b), (c) and (d) (Statutory Exemption for Emergency Projects) and 15301 (c) (Existing Facilities);
2. Direct the Clerk of the Board of Supervisors to file the Notice of Exemptions with the County Clerk for posting within five (5) working days;
3. Receive and file an emergency contract, with Riverside Construction Company, Inc., that the Transportation Department has entered into on behalf of the County of Riverside in the amount of \$1,500,000;
4. Approve and direct the Auditor-Controller to make the budget adjustments shown on Schedule "A"; and
5. Approve the proposed project budget as shown on Schedule "B".

ACTION:Policy, 4/5 Vote Required


Mark Lancaster, Director of Transportation 9/12/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: September 26, 2023
xc: Trans., Recorder

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,500,000	\$ 0	\$ 1,500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax (100%). There are no General Funds used in this project.			Budget Adjustment: Yes	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Director of Transportation Department entered into an emergency contract on August 23, 2023 with Riverside Construction Company, Inc. of Riverside, California, for the Emergency Repair Storm Damage Repair Work in Thousand Palms Canyon Road and Ramon Road in the Community of Thousand Palms in the Coachella Valley area of Riverside County.

On August 19, 2023, California Governor Gavin Newsom enacted provisions of the California Emergency Services Act, and in particular Government Code section 8625, to proclaim a State of Emergency to exist in various Southern California counties including Riverside County.

Tropical Storm Hilary on August 20, 2023 gave rise to flooding events in Riverside County. In the Coachella Valley area of Riverside County, these flooding events caused some minor to moderate damages to some of the County maintained roads. County maintenance crews were able to perform clean up work, clear runoff debris, and temporarily repair some of the erosion damages along roadways. However, at various County maintained roads, flooding also caused severe erosion damage, and left abundant mud sediment that impede the free movement of vehicles.

The Transportation Department determined that immediate repair of the roadway is necessary to safeguard the public.

As Transportation Departments keeps assessing damages in the vicinity of Thousand Canyon Road and Ramon Road, work may be added to these locations, as necessary. Transportation Department will provide a list of added roads when the Notice of Completion is subsequently submitted for execution by the Chair of the Board on behalf of the County.

Emergency repair of the roadways involves several tasks of work, including but not limited to: removal and proper disposal of mud sediment, roadway excavation, restoration of roadway pavement, traffic control and additional associated work as directed by the Engineer.

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

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

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

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

Project No's. 45-24180101, 45-24180103

Environmental Findings

State CEQA Guidelines Section 15269, Emergency Projects, allows emergency repairs (b) to a public facility necessary to maintain service essential to the public health, safety or welfare, (c) specific actions necessary to prevent or mitigate an emergency, and (d) projects undertaken to maintain, repair, or restore an existing road damaged by flood. The proposed activities qualify to be statutorily exempt from CEQA under Section 15269 (b), (c) and (d) because the activity consists of necessary repair of the existing roadway to provide service essential to public health and safety, and to prevent or mitigate an emergency.

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

Impact on Residents and Businesses

The emergency repair work started in August 2023 and is anticipated to be completed in October 2023.

Thousand Palms Canyon Road will remain closed while emergency repair work is being performed.

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

SUPPLEMENTAL:

Additional Fiscal Information

The estimated amount of this contract, prior to commencement of work, is \$1,500,000. However, this is based on a preliminary estimate of the amount of force account (time and materials) work needed to repair the road. This amount may vary as the repair work progresses and if subsequent damages of storms cause additional road damage.

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

This work will be performed in accordance with the Force Account provisions of the Standard Specifications. The work will be funded with Gas Tax and there are no General Funds used for this project. The Transportation Department is in the process of requesting reimbursement of funds with the State of California as eligible from the August 19, 2023 California Emergency Services Act.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Vicinity Map

Schedule "A", Budget Adjustment


Schedule "B", Project Costs and Budget

Contract, Bonds, and Insurance

Specifications and Contract Documents book

Notice of Exemption and Journal Voucher (Thousand Palms Canyon Road)

Notice of Exemption and Journal Voucher (Ramon Road)



Jason Farin, Principal Management Analyst 9/19/2023



Aaron Gettis, Deputy County Counsel 9/19/2023



Lead Agency: COUNTY OF RIVERSIDE TRANSPORTATION
ATTN: JAN BULINSKI, ENVIRONMENTAL DIVISION MANAGER
Address: 3525 14TH STREET
RIVERSIDE, CA 92501

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202301018
09/26/2023 10:51 AM Fee: \$ 50.00
Page 1 of 5

Removed: By: Deputy



Project Title

RAMON ROAD EMERGENCY PROJECT WORK ORDER #Z4524180103 TASK CODE#Z1530

Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other:

Notes



COUNTY OF RIVERSIDE TRANSPORTATION AND

LAND MANAGEMENT AGENCY

Transportation Department NOTICE OF EXEMPTION

Mojahed Salama, P.E.

Deputy for Transportation/Capital Projects

Russell Williams

*Deputy for Transportation/Planning and
Development*

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

September 7, 2023

PROJECT TITLE: Ramon Road Emergency Project
Work Order # Z4524180103 Task Code # Z1530

PROJECT SPONSOR: County of Riverside Transportation Department

PROJECT LOCATION: Community of Thousand Palms

SUPERVISORIAL DISTRICT: 4

PROJECT DESCRIPTION:

Due to excessive rain from Tropical Storm Hilary, flooding occurred along Ramon Road causing damage to the roadway and widespread debris. The location of the repairs are 4.6 miles east Interstate 10, in the area of the Coachella Valley Conservation area designated as Thousand Palms Conservation Area in Thousand Palms. The repairs are needed to reopen the road are as follows:

- Mobilization and demobilization of equipment
- Grading and earthwork
- Pavement repairs which will include saw cutting damaged areas
- Repave the roadway and shoulders
- Disposal of excess excavation or unusable materials
- Traffic control (changeable message sign board, road closure signs, delineators, etc.)
- Additional work as necessary and as directed by the Engineer

The project improvements will be within the existing footprint of the roadway and will not raise the roadway profile. Additional right-of-way or temporary construction easements (TCE) is not required to construct the proposed improvements.

ENVIRONMENTAL ANALYSIS:

This project is subject to compliance with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). In accordance with Section 7.1 of the Coachella Valley MSHCP, necessary operation and maintenance along existing roadways are considered a covered activity. Note that within the Conservation Areas emergency response activities and emergency repair activities by Permittees are considered to be; Allowable Uses and Compatible Activities, respectively, as described in Sections 7.3.2.1 and 7.3.3.1 of the Coachella Valley MSHCP.

7.3.2.1 Non-Recreation-Related Allowable Uses

- Emergency response activities by Permittees required to protect the public health, safety, and welfare. Such activities by Permittees include emergency response to wildfire, flooding, earthquakes, and other emergency situations. As the MSHCP Reserve System management plan is developed, it will address advance planning, as feasible, with emergency response agencies to facilitate emergency response activities and minimize their impacts. Such planning will not impede or delay critical emergency responses that could put the public's health and safety at risk.

7.3.3.1 Emergency Repairs and Reserve Management and Monitoring

- Emergency repairs by Permittees of public infrastructure facilities. Public infrastructure facilities and utilities are currently located in areas anticipated to be included within the MSHCP Reserve System and may be constructed in the future in the MSHCP Reserve System in accordance with the Covered Activities described in this section. From time to time, emergency repairs may be required to these facilities as necessary for the health, safety, and welfare of the public. Such activities are compatible activities within the MSHCP Reserve System.

If tree and/or vegetation removal takes place during the migratory bird breeding season (February 1 – August 15), a preconstruction nesting survey will be conducted pursuant to the Migratory Bird Treaty Act of 1918 (MBTA) and California Fish and Game Codes Section 3503, 3503.5, 3513, and 3800.

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

Section 15269 (b)(c)(d)– Statutory Exemption for Emergency Projects – Emergency repair is planned in order to provide faster response time for emergency services. CEQA Guidelines Section 15269, Emergency Projects, allows emergency repairs to a public facility necessary to maintain service essential to the public health, safety or welfare. The proposed activity qualifies to be statutorily exempt from CEQA under Section 15269 (b) because the activity consists of necessary repair of the existing roadway to provide service essential to public health and safety. (c) Specific actions necessary to prevent or mitigate an emergency. This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term, but this exclusion does not apply (i) if the anticipated period of time to conduct an environmental review of such a long-term project would create a risk to public health, safety or welfare, or (ii) if activities (such as fire or catastrophic risk mitigation or modifications to improve facility integrity) are proposed for existing facilities in response to an emergency at a similar existing facility.

(d) Projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore an existing highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, provided that the project is within the existing right of way of that highway and is initiated within one year of the damage occurring. This exemption does not apply to highways designated as official state scenic highways, nor any project undertaken, carried out, or approved by a public agency to expand or widen a highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide.

Section 15301 (c) – Existing Facilities – The proposed project of installing a glare fence is consistent with Categorical Exemption 15301 (c) which exempts existing highways and streets, sidewalks, gutters, bicycle and pedestrian trail, and similar facilities (this includes road grading for the purpose of public safety). Furthermore, the project does not create additional automobile lanes and involves minimal to no expansion of use of the existing roadway and associated facilities.

By: Don Copeland, Senior Transportation Planner

Signed: Jan Bulinski
Jan Bulinski, Environmental Division Manager

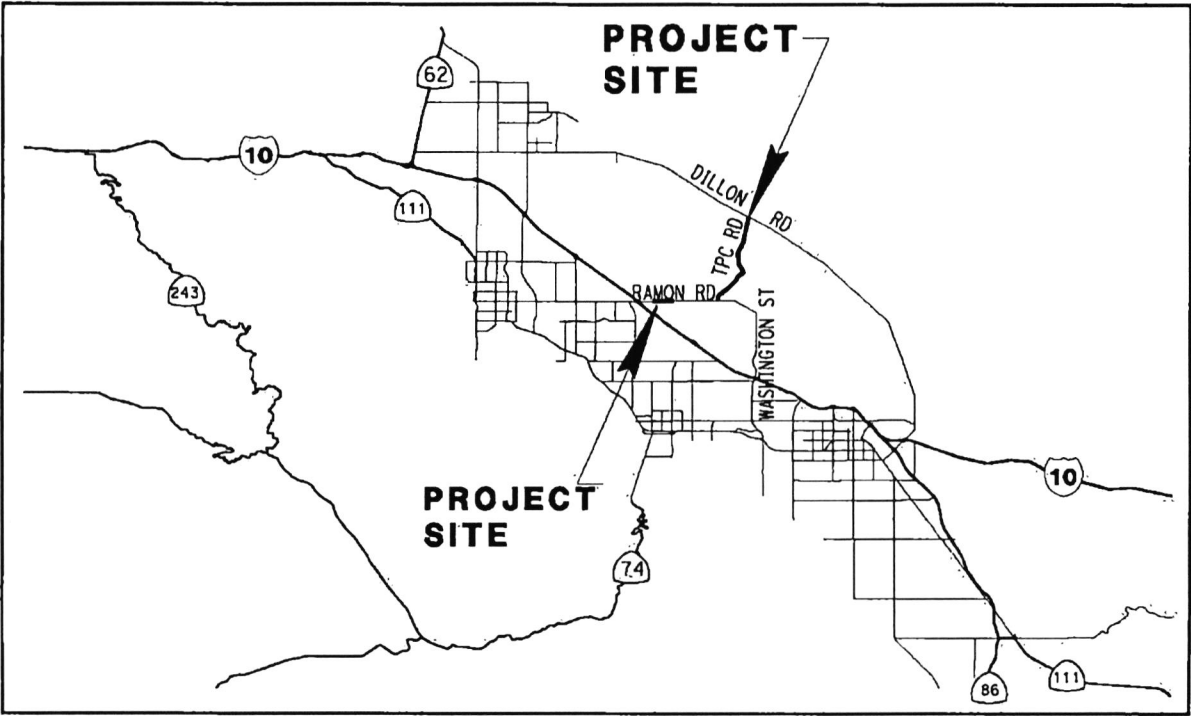
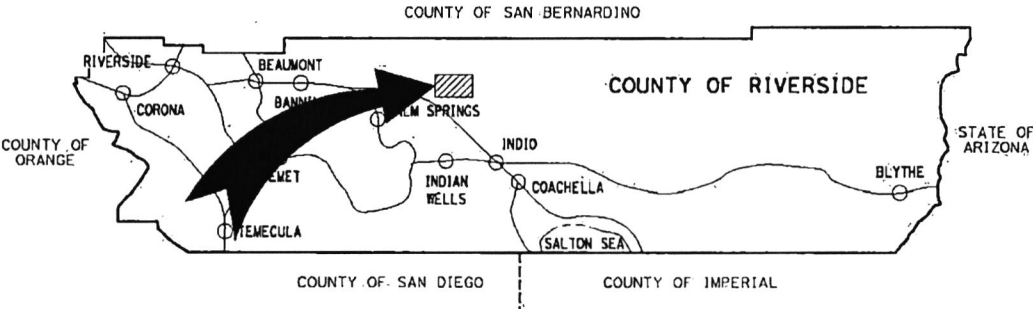
3525 14th Street · Riverside, CA 92501 · (951) 955-6800 · FAX (951) 955-3164

**County of Riverside
Transportation Department**

**Emergency Storm Damage Repair Work
Thousand Palms Canyon Road and Ramon Road**

Community of Thousand Palms

Project No. 45-24180101, 45-24180103



VICINITY MAP



Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 23-267785

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	4
	Document #	E-202301019
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
F&G Notice of Exemption Fee		\$50.00
Total		\$50.00
Tender (On Account)		\$50.00
Account#	TRANS	
Account Name	TRANS - TRANSPORTATION DEPT	
Balance	\$17,816.00	

9/26/23 11:01 AM
Gateway Clerk



State of California - Department of Fish and Wildlife
2023 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/23) Previously DFG 753.5a

RECEIPT NUMBER:
 23-267785
 STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY COUNTY OF RIVERSIDE TRANSPORTATION AND	LEAD AGENCY EMAIL JULINSKI@RIVCO.ORG	DATE 09/26/2023
COUNTY/STATE AGENCY OF FILING RIVERSIDE	DOCUMENT NUMBER E-202301019	

PROJECT TITLE
 THOUSAND PALMS CANYON ROAD EMERGENCY PROJECT WORK ORDER # Z4524180101 TASK
 CODE # Z1530

PROJECT APPLICANT NAME COUNTY OF RIVERSIDE TRANSPORTATION	PROJECT APPLICANT EMAIL JULINSKI@RIVCO.ORG	PHONE NUMBER (951) 955-6800
PROJECT APPLICANT ADDRESS 3525 14TH STREET,	CITY RIVERSIDE	STATE CA
		ZIP CODE 92501

PROJECT APPLICANT (Check appropriate box)

Local Public Agency School District Other Special District State Agency Private Entity

CHECK APPLICABLE FEES:

Environmental Impact Report (EIR) \$3,839.25 \$ _____

Mitigated/Negative Declaration (MND)(ND) \$2,764.00 \$ _____

Certified Regulatory Program (CRP) document - payment due directly to CDFW \$1,305.25 \$ _____

Exempt from fee

Notice of Exemption (attach)

CDFW No Effect Determination (attach)

Fee previously paid (attach previously issued cash receipt copy)

Water Right Application or Petition Fee (State Water Resources Control Board only) \$850.00 \$ _____

County documentary handling fee \$ _____ \$50.00

Other \$ _____

PAYMENT METHOD:

Cash Credit Check Other TOTAL RECEIVED \$ _____ \$50.00

SIGNATURE X <i>J Rodriguez</i>	AGENCY OF FILING PRINTED NAME AND TITLE Deputy Irma Rodriguez
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COUNTY OF RIVERSIDE TRANSPORTATION AND

Mojahed Salama, P.E.

LAND MANAGEMENT AGENCY

Deputy for Transportation/Capital Projects

Mark Lancaster, P.E.
Director of Transportation

Transportation Department NOTICE OF EXEMPTION

Russell Williams
Deputy for Transportation/Planning and
Development

September 7, 2023

PROJECT TITLE: Thousand Palms Canyon Road Emergency Project
Work Order # Z4524180101 Task Code # Z1530

PROJECT SPONSOR: County of Riverside Transportation Department

PROJECT LOCATION: Community of Thousand Palms

SUPERVISORIAL DISTRICT: 4

PROJECT DESCRIPTION:

Due to excessive rain from Tropical Storm Hilary, flooding occurred along Thousand Palms Canyon Road causing roadway damage and widespread debris. The location of the repairs are 1.5 miles north of Ramon Rd. in the area of the Coachella Valley Preserve in Thousand Palms. The repairs are needed to reopen the road are as follows:

- Import soil to return the shoulder to pre-rain event condition
- Clear existing drain inlet
- Remove damaged roadway and reinstall aggregate base
- Pave the roadway with hot mix asphalt concrete

The project improvements will be within the existing footprint of the roadway and will not raise the roadway profile. Additional right-of-way or temporary construction easements (TCE) is not required to construct the proposed improvements.

ENVIRONMENTAL ANALYSIS:

This project is subject to compliance with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). In accordance with Section 7.1 of the CVMSHCP, necessary operation and maintenance along existing roadways are considered a covered activity. Note that within the Conservation Areas emergency response activities and emergency repair activities by Permittees are considered to be Allowable Uses and Compatible Activities, respectively, as described in Sections 7.3.2.1 and 7.3.3.1 of the CVMSHCP.

F I L E D / P O S T E D

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

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09/26/2023 11:01 AM Fee: \$ 50.00
Page 1 of 4

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7.3.2.1 Non-Recreation-Related Allowable Uses

- Emergency response activities by Permittees required to protect the public health, safety, and welfare. Such activities by Permittees include emergency response to wildfire, flooding, earthquakes, and other emergency situations. As the MSHCP Reserve System management plan is developed, it will address advance planning, as feasible, with emergency response agencies to facilitate emergency response activities and minimize their impacts. Such planning will not impede or delay critical emergency responses that could put the public's health and safety at risk.

7.3.3.1 Emergency Repairs and Reserve Management and Monitoring

- Emergency repairs by Permittees of public infrastructure facilities. Public infrastructure facilities and utilities are currently located in areas anticipated to be included within the MSHCP Reserve System and may be constructed in the future in the MSHCP Reserve System in accordance with the Covered Activities described in this section. From time to time, emergency repairs may be required to these facilities as necessary for the health, safety, and welfare of the public. Such activities are compatible activities within the MSHCP Reserve System.

If tree and/or vegetation removal takes place during the migratory bird breeding season (February 1 – August 15), a pre-construction nesting survey will be conducted pursuant to the Migratory Bird Treaty Act of 1918 and California Fish and Game Codes Section 3503, 3503.5, 3513, and 3800.

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

Section 15269 (b)(c)(d)– Statutory Exemption for Emergency Projects – Emergency repair is planned in order to provide faster response time for emergency services. CEQA Guidelines Section 15269, Emergency Projects, allows emergency repairs to a public facility necessary to maintain service essential to the public health, safety or welfare. The proposed activity qualifies to be statutorily exempt from CEQA under Section 15269 (b) because the activity consists of necessary repair of the existing roadway to provide service essential to public health and safety. (c) Specific actions necessary to prevent or mitigate an emergency. This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term, but this exclusion does not apply (i) if the anticipated period of time to conduct an environmental review of such a long-term project would create a risk to public health, safety or welfare, or (ii) if activities (such as fire or catastrophic risk mitigation or modifications to improve facility integrity) are proposed for existing facilities in response to an emergency at a similar existing facility.

(d) Projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore an existing highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, provided that the project is within the existing right of way of that highway and is initiated within one year of the damage occurring. This exemption does not apply to highways designated as official state scenic highways, nor any project undertaken, carried out, or approved by a public agency to expand or widen a highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide.

Section 15301 (c) – Existing Facilities – The proposed project of emergency repair is consistent with Categorical Exemption 15301 (c) which exempts existing highways and streets, sidewalks, gutters, bicycle and pedestrian trail, and similar facilities (this includes road grading for the purpose of public safety). Furthermore, the project does not create additional automobile lanes and involves minimal to no expansion of use of the existing roadway and associated facilities.

By: Don Copeland, Senior Transportation Planner

Signed: Jan Bulinski
Jan Bulinski, Environmental Division Manager

3525 14th Street · Riverside, CA 92501 · (951) 955-6800 · FAX (951) 955-3164

Contract

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

W I T N E S S E T H

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Emergency Storm Damage Repair Work, Thousand Palms Canyon Road and Ramon Road, Community of Thousand Palms, Project No. 45-24180101, 45-24180103**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

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

2. The Work

Contractor shall do all emergency repairs necessary to construct the work generally described in Recital No. 1 and Special Provisions in accordance with the Contract Documents.

3. Prosecution, Progress and Liquidated Damages

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

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

The Contractor shall begin work within **two (2) calendar days**, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work **at least 24 hours before work** is begun. If the project has more than one (1) location of work, Contractor shall submit a separate notice for each location. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start at said location.

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

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

4. Compensation

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

The estimated cost for this project, prior to commencement of work, is **\$1,500,000.00 (One Million, five hundred thousand dollars and zero cents)**.

**Emergency Storm Damage Repair Work
Thousand Palms Canyon Road and Ramon Road
Community of Thousand Palms
Project No. 45-24180101, 45-24180103**

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

COUNTY OF RIVERSIDE

RIVERSIDE CONSTRUCTION COMPANY, INC.

BY: Mark Lancaster

BY: Donald M. Pim

Donald M. Pim

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

TITLE: President
(If Corporation, affix Seal)

DATED: 8-23-2023

ATTEST: Bryan M. Lounsbury
Bryan M. Lounsbury

TITLE: Secretary / Treasurer

FORM APPROVED COUNTY COUNSEL
BY: Danielle D. Maland
DANIELLE D. MALAND

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

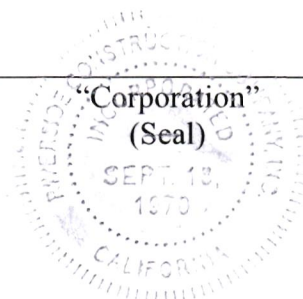
License No.: 266222

Federal Employer Identification Number:

95-2662331

Department of Industrial Relations Registration Number:

1000003993



CORPORATE RESOLUTION
OF
RIVERSIDE CONSTRUCTION COMPANY, INC.

December 9, 2022

A meeting of the Board of Directors of Riverside Construction Company, Inc., a California Corporation, was held on December 9, 2022, duly called pursuant to written notice, at which a quorum was present and voting.

The Directors hereby adopt the following recitals, resolutions, and statements pursuant to the Corporation's By-Laws permitting such action to be taken effective January 1, 2023:

OFFICERS – SIGNING CONTRACTS AND OTHER INSTRUMENTS

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

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

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

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

(Officer) Donald M. Pim – President:



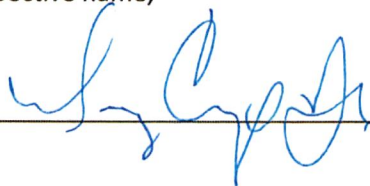
(Officer) Jason A. Moore – Vice President:



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




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

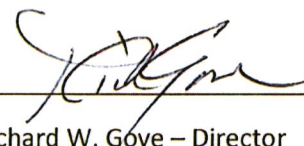
(Officer) Gregory G. Camp, Jr. – Vice President: 

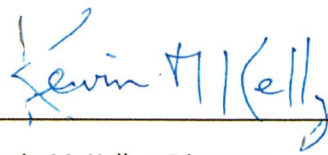
RESOLVED, FURTHER, that the authority conferred to the Corporation officers hereinabove may be exercised individually or jointly by any of such officers and shall continue in full force and effect until modification or revocation by the Board of Directors of the Corporation.

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

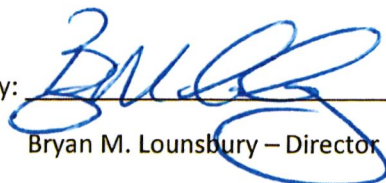
IN WITNESS WHEREOF, The undersigned, constituting all the Directors of the Corporation, hereby adopt this Resolution in the name of and behalf of the Corporation effective on the date first set forth above.

By: 
Donald M. Pim – Chairman/Director

By: 
Richard W. Gove – Director

By: 
Kevin M. Kelly – Director

By: 
Jason A. Moore – Director

By: 
Bryan M. Lounsbury – Director

Performance Bond

Recitals:

1. **Riverside Construction Company, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Emergency Storm Damage Repair Work, Thousand Palms Canyon Road and Ramon Road, Community of Thousand Palms, Project No. 45-24180101, 45-24180103.**
2. Fidelity and Deposit Company of Maryland, a _____ Illinois _____ corporation (Surety), is the Surety under this Bond.

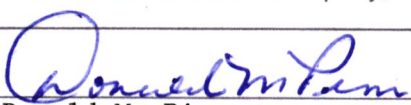
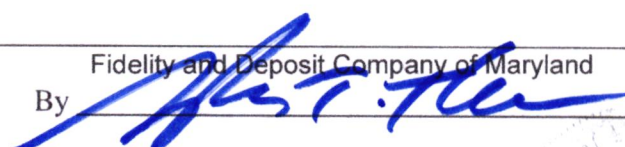
Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$1,500,000.00 (One Million, five hundred thousand dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

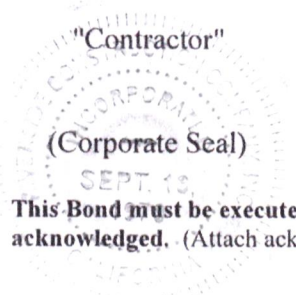
THIS BOND is executed as of August 25, 2023

By Riverside Construction Company, Inc. By Fidelity and Deposit Company of Maryland

By  By 

By Donald M. Pim Type Name Margareta T. Thorsen

Title President Its Attorney in Fact "Surety"



(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento }

On 8/25/23 before me, Sandra R. Black, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

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



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

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

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

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

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



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

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

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of August, 2023.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

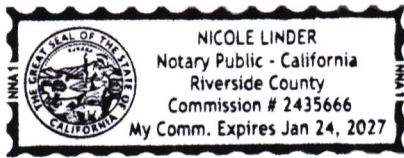
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

On August 28, 2023 before me, Nicole Linder, Notary Public
Date Here Insert Name and Title of the Officer

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

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Document Date

Number of Pages Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

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

Handwritten text, possibly a signature or a small note, located in the lower right quadrant of the page.



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

COMPANY PROFILE

Company Information

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

Old Company Names

Effective Date

Agent For Service

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

Reference Information

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

[back to top](#)

NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

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

[back to top](#)

Bond No. 9401270
Executed in Duplicate

Payment Bond

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

The makers of this Bond are **Riverside Construction Company, Inc.**, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$1,500,000.00 (One Million, five hundred thousand dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Emergency Storm Damage Repair Work, Thousand Palms Canyon Road and Ramon Road, Community of Thousand Palms, Project No. 45-24180101, 45-24180103.**

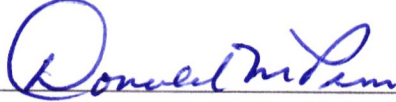
The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or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

Dated: August 25, 2023

Riverside Construction Company, Inc.

Original Contractor – Principal

Fidelity and Deposit Company of Maryland

By 
Donald M. Pim

Surety

By 
Margareta T. Thorsen

Title President

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____
COUNTY OF _____
OF _____

See attached CA All Purpose
Acknowledgement

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento }

On 8/25/23 before me, Sandra R. Black, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

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

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



Place Notary Seal Above

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

Witness my hand and official seal

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer is Representing:

Signer's Name: _____

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



Signer is Representing:

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of August, 2023.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



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

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

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

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



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

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

By: *Robert D. Murray*
Vice President

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

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

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

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



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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

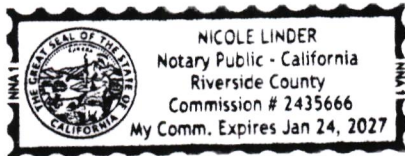
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

On August 28, 2023 before me, Nicole Linder, Notary Public
Date Here Insert Name and Title of the Officer

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

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Document Date

Number of Pages Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing

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

Signer Is Representing





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

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Old Company Names

Effective Date

Agent For Service

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

Reference Information

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

[back to top](#)

NAIC Group List

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

Lines Of Business

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

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

[back to top](#)

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Edgewood Partners Insurance Center (EPIC)		NAMED INSURED Riverside Construction Company, Inc. P.O. Box 1146 Riverside CA 92502	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: County of Riverside Transportation Department Attn: Contracts/Bidding Unit

ADDRESS: 3525 14th Street Riverside CA 92501

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 Desert Hot Springs, its elected and appointed officials, employees, agents and representatives are additional insured as respects General Liability and Automobile Liability per attached endorsement forms. General Liability policy is primary and non-contributory per the attached form. Workers' Compensation Waiver of Subrogation in favor of additional insureds per attached endorsement. 30 day notice of cancellation applies with exception of 10 days for non-payment of premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Workers' Compensation and Employers' Liability Policy

Named Insured Riverside Construction Company, Inc.	Endorsement Number
	Policy Number: 54309464
Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement 07/01/2023
Issued By (Name of Insurance Company) Federal Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. () Specific Waiver
Name of person or organization:

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
ALL
3. Premium:
The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: \$0



Authorized Representative

WC 90 03 75 (05/18)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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



54309463

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. - CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is an "insured" under any other automobile policy;
(b) That has exhausted its Limit of Insurance under any other policy; or
(c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
(1) The agreement requires you to provide direct primary insurance for the lessor; and
(2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
1. You;
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".
However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

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

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

We will pay for any unpaid amount due on the loan or lease if caused by:

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

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

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

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.

Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.



POLICY NUMBER: 54309745

COMMERCIAL GENERAL LIABILITY
10-02-2461 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

Location Of Covered Operations:

WHERE REQUIRED BY WRITTEN CONTRACT

ALL LOCATIONS

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

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

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



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MEMO

To:	Whom it may concern		
From:	Anthony D'Asaro		
Named Insured(s):	Riverside Construction Company, Inc.		
Policy Number(s):	54309745 54309464	54309463 72CPIBB6808	03138983
RE:	Notice of Cancellation		

Certificate Holder Name & Address	County of Riverside Transportation Department Attn: Contracts/Bidding Unit 3525 14th Street Riverside CA 92501
--	--

Should the above described policy be cancelled before the expiration date thereof, change in coverage or reduction of limits, we will mail 30 days written notice to the Certificate Holder named above; except, 10 days notice for non-payment of premium.

Sincerely,

8/30/2023
Managing Principal
 (949) 417-9170

19000 MacArthur Blvd., PH • Irvine, CA 92612
 P: 949.263.0606 • F: 949.263.0906 • CA License 0B29370
www.edgewoodins.com



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- Annual Statements
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- 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

EXECUTIVE RISK INDEMNITY INC.
202B HALL'S MILL ROAD
WHITEHOUSE STATION, NJ 08889
908990392207

Old Company Names

Effective Date

AMERICAN EXCESS INSURANCE COMPANY	05/12/1987
ERIC REINSURANCE COMPANY	11/18/1992
EXECUTIVE RE INDEMNITY INC.	06/21/1995
EXECUTIVE RISK INDEMNITY, INC.	08/02/2000

Agent For Service

AMANDA GARCIA
 330 N Brand Blvd Ste 700
 Glendale CA 91203

Reference Information

NAIC #:	35181
California Company ID #:	2342-4
Date Authorized in California:	12/07/1979
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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NAIC Group List

NAIC Group #: **0626** Chubb Ltd Grp

Lines Of Business

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

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

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COMPANY PROFILE

Company Information

FEDERAL INSURANCE COMPANY
202B HALL'S MILL ROAD
WHITEHOUSE STATION, NJ 08889
800-252-4670

Old Company Names

Effective Date

Agent For Service

AMANDA GARCIA
 330 N Brand Blvd Ste 700
 Glendale CA 91203

Reference Information

NAIC #:	20281
California Company ID #:	0059-6
Date Authorized in California:	12/18/1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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NAIC Group List

NAIC Group #: 0626 Chubb Ltd Grp

Lines Of Business

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- AIRCRAFT
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- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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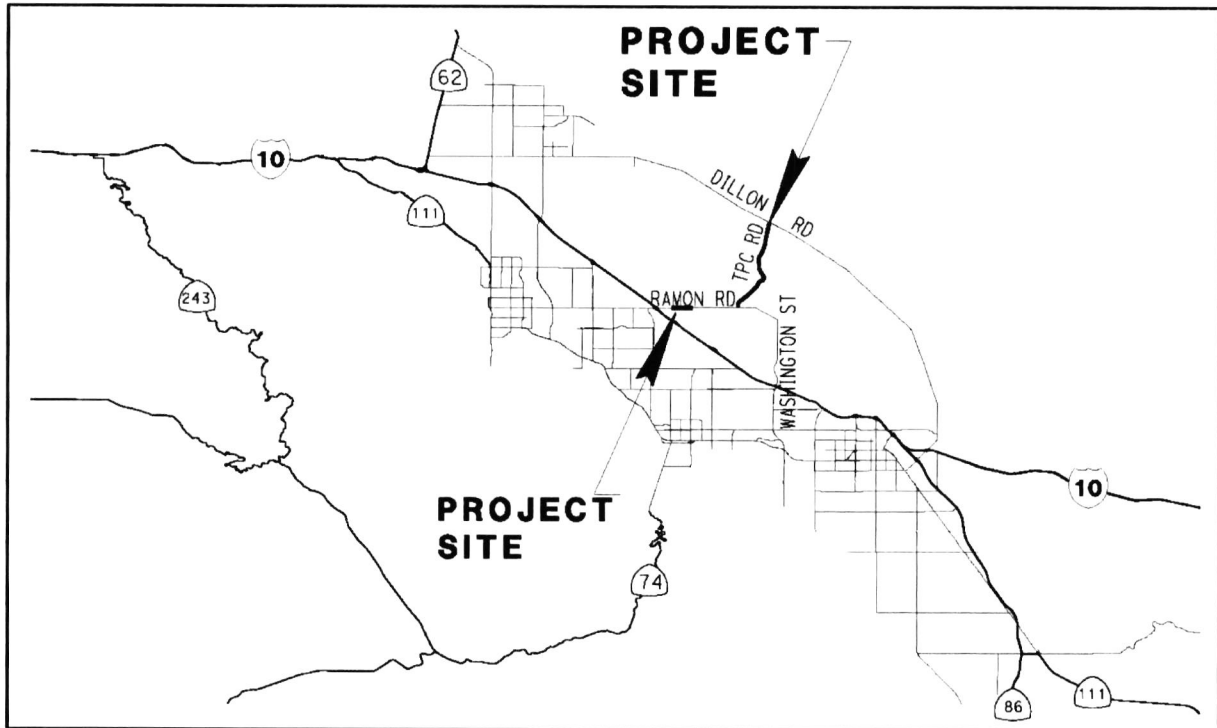
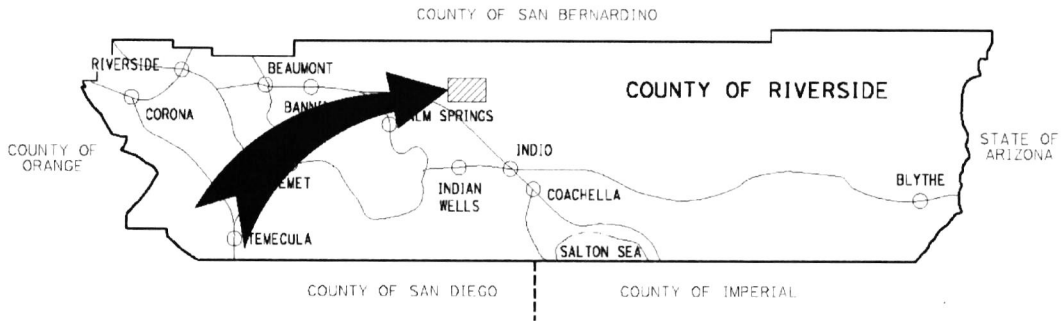
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Insurer	Date Approved
The Marine Insurance Company Limited (UK)	11/03/1995
Markel International Insurance Company Limited (U.K.) (Name changed from Terra Nova Insurance Company Limited, effective 11/04/2002)	10/27/1995
Maxum Indemnity Company (Connecticut) (Domicile changed from Delaware to Connecticut effective December 1, 2016) (Name changed from Caliber One Indemnity Company, effective 01/02/2003)	09/29/1998
Mercer Insurance Company (Pennsylvania)	06/10/2016
Mesa Underwriters Specialty Insurance Company (New Jersey) (Name changed from Montpelier U.S. Insurance Company, effective 01/01/2012.) (Domicile changed from Oklahoma to New Jersey, effective 01/01/2012)	02/05/2012
Mitsui Sumitomo Insurance Company (Europe) Limited (U.K.)	06/10/2011
Mount Vernon Fire Insurance Company (Pennsylvania)	04/02/1997
MSIG Specialty Insurance USA Inc. (New York)	10/11/2019
Mt. Hawley Insurance Company (Illinois) (Domicile changed from Delaware to Kansas, effective 12/20/95. Domicile changed from Kansas to Illinois effective 4/21/1999)	10/27/1995
NORCAL Specialty Insurance Company (Texas) (Domicile changed from Pennsylvania to Texas effective 04/25/2018) (Name changed from PMSLIC Insurance Company, effective 12/01/2015)	12/23/2013
National Fire & Marine Insurance Company (Nebraska)	06/30/1995
Nautilus Insurance Company (Arizona)	08/04/1995
Navigators Specialty Insurance Company (New York) (Name changed from NIC Insurance Company effective 01/04/2007)	12/08/1995
North American Capacity Insurance Company (New Hampshire)	08/11/1995
Northfield Insurance Company (Iowa) (Domicile changed from Missouri to Iowa, effective 1/01/2002)	06/30/1995
North Light Specialty Insurance Company (Illinois)	10/10/2014
Nutmeg Insurance Company (Connecticut)	06/30/1995
Old Republic Union Insurance Company (Illinois)	05/24/2017
Pacific Insurance Company, Limited (Connecticut)	09/01/1995
Peleus Insurance Company (Virginia) (Name changed from Colony National Insurance Company effective 3/4/2015)	12/17/1996
Penn-Star Insurance Company (Pennsylvania)	11/13/2002
Prime Insurance Company (Illinois)	08/08/2018
Princeton Excess and Surplus Lines Insurance Company (Delaware)	02/09/2006
ProAssurance Casualty Company (Michigan) (Name changed from ProNational Insurance Company effective 01/27/2009)	10/18/2005
ProAssurance Specialty Insurance Company (Vermont) 09/01/1995 (Name changed from Noetic Specialty Insurance Company (Vermont) effective 12/31/2021) (Domicile changed from Illinois to Vermont effective 01/18/2011) (Name changed from Coregis Indemnity Company effective 11/07/2001)	09/01/1995
Professional Security Insurance Company (Arizona)	06/03/2022
Protective Specialty Insurance Company (Indiana)	06/01/2010

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**County of Riverside
Transportation Department**

**Emergency Storm Damage Repair Work
Thousand Palms Canyon Road and Ramon Road
Community of Thousand Palms
Project No. 45-24180101, 45-24180103**



VICINITY MAP

County of Riverside
Transportation Land Management Agency (TLMA)
Transportation Department

Emergency Storm Damage Repair Work
Thousand Palms Canyon Road and Ramon Road
Community of Thousand Palms
Project No. 45-24180101, 45-24180103

Schedule "A"

BUDGET ADJUSTMENT

Use of Restricted Fund Balance:

20000-3130100000-321101	Restricted Program Money	\$ 1,500,000
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Increase appropriations:

20000-3130100000-524660	Consultants	\$ 1,500,000
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Schedule "B"

Riverside County Transportation Department

Project: **Emergency Storm Damage Repair Work,
Thousand Palms Canyon Road and Ramon Road, Community of Thousand Palms**

Project No.(s): **45-24180101, 45-24180103**

Expenses as of: **9/6/2023**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental		1,000	1,000		1,000
Design					
Right-of-way					
Utilities					
Construction		1,500,000	1,500,000		1,500,000
Construction Contingency					
Construction Engineering & Inspection	1,000	225,000	226,000		226,000
Construction Survey					
Totals:	1,000	1,726,000	1,727,000		1,727,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
201	Gas Tax		1,727,000
Totals			1,727,000

Comments

Printed: September 7, 23 10:19 AM

By: Cindi Wachi

Schedule "B"

Riverside County Transportation Department

Project: **Emergency Storm Damage Repair Work,
Thousand Palms Canyon Road**

Project No.(s): **45-24180101**

Expenses as of: **9/6/2023**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental		500	500		500
Design					
Right-of-way					
Utilities					
Construction		750,000	750,000		750,000
Construction Contingency					
Construction Engineering & Inspection	400	112,500	112,900		113,000
Construction Survey					
Totals:	400	863,000	863,400		863,500

Project Funding

Code	Name	Existing Budget	Proposed Budget
201	Gas Tax		863,500
Totals			863,500

Comments

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Schedule "B"

Riverside County Transportation Department

Project: **Emergency Storm Damage Repair Work,
Ramon Road**

Project No.(s): **45-24180103**

Expenses as of: **9/6/2023**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental		500	500		500
Design					
Right-of-way					
Utilities					
Construction		750,000	750,000		750,000
Construction Contingency					
Construction Engineering & Inspection	600	112,500	113,100		113,000
Construction Survey					
Totals:	600	863,000	863,600		863,500

Project Funding

Code	Name	Existing Budget	Proposed Budget
201	Gas Tax		863,500
Totals			863,500

Comments

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