

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



**ITEM: 3.22
(ID # 23090)**

MEETING DATE:
Tuesday, October 31, 2023

FROM : FACILITIES MANAGEMENT AND TRANSPORTATION AND LAND
MANAGEMENT AGENCY :

SUBJECT: FACILITIES MANAGEMENT (FM) AND TRANSPORTATION AND LAND
MANAGEMENT AGENCY (TLMA): Transportation and Land Management Agency Elevator
Fire Damage Emergency Repair Project - Approval of Revised Project Budget, Ratify and
Approve Change Order No. 1 and Approve Notice of Completion for Vincor Construction, Inc.;
District 1. [Total Cost \$158,517– 42% TLMA Local Transportation Fund 20000, 58% County
Insurance Carrier Funds] (Clerk to Record Notice of Completion) (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve an increase to the project budget in the not to exceed amount of \$158,517 for a revised project budget of \$502,920 for the Transportation and Land Management Agency Elevator Fire Damage Emergency Repair (TLMA Elevator Fire Damage Emergency) Project, located at 3525 14th Street in Riverside, California; to repair the elevator machine room and elevator cab equipment, controls, and electrical;
2. Authorize the use of 42% TLMA Local Transportation Fund 20000 in the amount of \$66,517, and 58% of County Insurance Carrier Funds in the amount of \$92,000 for the Project, including reimbursement to Facilities Management (FM) for incurred project related expenses;

Continued on Page 2

ACTION:Policy, CIP, 4/5 Vote Required

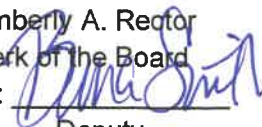

Rose Salgado, Director of Facilities Management 10/12/2023


Mark Lancaster, Director of Transportation 10/16/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: October 31, 2023
xc: FM, TMLA, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Ratify and Approve the attached Change Order No. 1 for Vincor Construction, Inc. (Vincor) of Brea, California, in the amount of \$117,603 to account for additional costs and work which were required to expedite and finalize the Project; find that the additional work was integral to the Project and that competitive bidding would not produce an advantage and is impractical for the work;
4. Authorize the Chairman of the Board (Chairman) to execute Change Order No. 1 for Vincor on behalf of the County;
5. Accept the TLMA Elevator Fire Damage Emergency Project constructed by Vincor as complete and authorize the Chairman to execute the Notice of Completion;
6. Direct the Clerk of the Board to record the attached Notice of Completion; and
7. Authorize the release of undisputed retained funds in the amount of \$18,775 to Vincor in accordance with the contract terms and applicable law, per the General Conditions of the contract.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 158,517	\$ 0	\$ 158,517	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 42% - TLMA Local Transportation Fund 20000; 58% - County Insurance Carrier Funds			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On May 18, 2021, Item 3.9, the Board of Supervisors (Board) approved in-principle, a project budget in the amount of \$344,403, and ratified and approved the Construction Contract between the County of Riverside (County) and Vincor in the amount of \$257,900 for the TLMA Elevator Fire Damage Emergency Project at 3525 14th Street in Riverside, California, 92501. A fire broke out and damaged the elevator machine room of the TLMA offices. The scope of work included: the repair of the elevator equipment, controls and electrical infrastructure.

During construction, one change order was approved for the installation of an air conditioner in the elevator machine room. Bidding of this work would have been impractical to expediently perform and complete the work requested. Change Order No. 1 will compensate Vincor in the amount of \$117,603, for a new contract value of \$375,503. The change order exceeds the 10% contingency allowance; therefore, Facilities Management (FM) is seeking Board approval.

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

Vincor has completed the work satisfactorily, and the Project has been inspected and found to comply with the contract requirements. This Board action will release the undisputed contract retention funds in the amount of \$18,775 to Vincor after the Notice of Completion has been recorded and the 35-day lien period has expired from the start of the recorded date, per the contract terms and applicable law.

Facilities Management recommends the Board approve a project budget increase in the amount of \$158,517 to cover Change Order No. 1 for Vincor and the additional fees from the design and specialty consultants for the installation of the air conditioner. Inclusively, FM is requesting the Board to ratify and approve Change Order No. 1 in the amount of \$117,603 and approve the Notice of Completion for Vincor to complete the Project.

Impact on Residents and Businesses

The TLMA Elevator Fire Damage Emergency Repair Project will ensure safe operation for the public and county personnel.

Additional Fiscal Information

The approximate allocation of the revised project budget is as follows:

BUDGET LINE ITEMS	PROJECT BUDGET	BUDGET ADJUSTMENT	REVISED PROJECT BUDGET
DESIGN PROFESSIONAL OF RECORD	25,000	9,625	34,625
SPECIALTY CONSULTANTS	19,000	4,600	23,600
REGULATORY PERMITTING	0	0	0
CONSTRUCTION CONTRACT	257,900	117,603	375,503
OTHER CONSTRUCTION	13,010	15,908	28,918
COUNTY ADMINISTRATION	16,000	9,054	25,054
PROJECT CONTINGENCY	13,493	1,727	15,220
REVISED PROJECT BUDGET	\$ 344,403	\$ 158,517	\$ 502,920

The Board previously approved a project budget in the amount of \$344,403 on May 18, 2021 (Item 3.9) which is 100% funded by Proceeds from Sale of County Property Fund 11183.

This Board action will increase the project budget by \$158,517 for a revised budget from \$344,403 to \$502,920, which will be 42% funded by TLMA Local Transportation Fund 20000 for \$66,517; and 58% by County Insurance Carrier Funds for \$92,000. Monies will be expended in FY 23/24.

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

Attachments:

- Change Order No. 1 for Vincor Construction, Inc.
- Notice of Completion for Vincor Construction, Inc.

RS:VB:RM:DL:JH:SC:TV

FM05313011072

MT #23090

G:\Project Management Office\FORM 11'S\FORM 11's_In Process\23090_D3 – 011073 – TLMA Elevator Fire Damage Emerg Proj-
ProjBudgetIncr,CO No.1 & NOC for Vincor_103123.doc


Veronica Santillan, Principal Management Analyst 10/23/2023


Aaron Gettis, Deputy County Counsel 10/18/2023

2023-0322908

10/31/2023 03:27 PM Fee: \$ 0.00

Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



8778

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KIMBERLY RECTOR, CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 - RIVERSIDE, CA 92502
MAIL STOP # 1010

AND WHEN RECORDED MAIL TO:
RETURN TO: STOP #1010
RIVERSIDE COUNTY CLERK OF THE BOARD
P. O. BOX 1147 - RIVERSIDE, CA 92502

THIS SPACE FOR RECORDERS USE ONLY

NOTICE OF COMPLETION

(California Civil Code §§ 8100-8118, 9200-9208)


To be recorded with County Recorder within 15 days after completion.

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

- Project title or description of work:** Transportation and Land Management Agency Elevator Fire Damage Emergency Repair Project (FM05313011072)
- Date of Completion:** Date Hereof
- Nature of owner:** Public Entity
- Interest or estate of owner:** In Fee
- Address of owner:** Clerk of the Board of Supervisors, County Administrative Center, 4080 Lemon St., Riverside, CA 92501
- Name/address of direct contractor:** Vincor Construction, Inc., 2651 Saturn St., Brea CA 92821
- Street or legal description of site:** 3525 14th Street, Riverside CA 92501

Dated: 10/31/2023


Owner: County of Riverside
(Name of Public Entity)


By: 
Chairman, Board of Supervisors
Kevin Jeffries

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of the County of Riverside, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read this notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

ATTEST: Kimberly Rector, Clerk
By: 
Deputy

Executed at Riverside, California on 10/31/2023

Chairman, Board of Supervisors
Kevin Jeffries

FORM APPROVED COUNTY COUNSEL

BY: 
LISA SANCHEZ DATE

Updated 12/2022

PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors
(EMBOSSSED ON DOCUMENT)



Date: 10/31/2023

Signature: 

Print Name: Breanna Smith, Clerk of the Board Assistant

COUNTY OF RIVERSIDE FACILITIES MANAGEMENT

CHANGE ORDER NO. 1

Date: 5/31/2023

Project Name: TLMA - Elevator Machine Rm Repair

To Contractor:
Vincor Construction
2651 Saturn St.
Brea, CA 92821

PeopleSoft Project No: FM 5313011072

Distribution:
 (1) Project Manager (4) Construction Manager
 (2) Contractor (5) Inspector
 (3) Fiscal (6) Architect/Engineer

You are directed to make the following changes. Changes shall include labor, material and equipment; each item to include all charges or indirect arising out of this work:

DESCRIPTION OF CHANGE	REASON FOR CHANGE ORDER	COR#	TYPE	AMOUNT
1) Furnish & install power to new oil cooler	Owner Requested	1	ADD	\$15,613.00
2) Replace fire damaged electrical equipment	Unforeseen Conditions	2	ADD	\$3,100.00
3) Replace disconnect switch per State elev req	Unforeseen Conditions	3	ADD	\$2,389.50
4) OTIS T&M for Inspections of FLS, ELEC	Owner Requested	4	ADD	\$4,500.00
5) Install Air Conditioner in Elevator Machine Room	Plan/Essential Scope Omissions	5	ADD	\$92,000.00
6)				
7)				
8)				
9)				
10)				
TOTAL				\$117,602.50

The specifications, where pertinent, shall apply to these changes.

This Change Order provides for a time extension of 951 calendar days

Original Contract Duration (calendar days):	<u>120</u>
Prior Authorized Time Extension (calendar days):	<u>0</u>
Revised Construction Duration (calendar days):	<u>1071</u>
Original Contract Completion Date:	<u>5/24/2021</u>
Revised Contract Completion Date:	<u>12/31/2023</u>

NOTE: This change order is not effective until ALL signatures below are obtained, and if applicable, signature authority approval by Form 11 as indicated per Change Order Guidelines.

The undersigned contractor has given careful consideration to the change proposed, including its effect on other work already contracted for, and hereby agrees, if this change order is approved, that he will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above. Contractor expressly waives any contract right to pursue any further claim related to this change order work.

1) [Signature] 06/01/2023
 Contractor (Signature) Date

John Kang / Vice President

Contractor's Printed Name

Original Contract	\$ 257,900.00
Prior Authorized <input type="checkbox"/> ADD <input type="checkbox"/> DEDUCT	\$ 0.00
Total Contract Prior to this Change	\$ 257,900.00

2) [Signature] 6/1/2023
 Select Job Title of Mgmt Signing C.O. Date
 (Signature)

Rose Salgado
 Director of Facilities Management
 Printed Name

Authorized Changes on this Change Order: \$ 117,602.50

Amount of Contract Authorized Including this Change Order \$ 375,502.50

3) [Signature] 6/1/2023
 Architect (Signature) Date

Joe Rogowicz
 Architect's Printed Name

Pursuant to: Board Policy B-11
 M.O. and Date

4) [Signature] 6/1/2023
 Project Manager (Signature) Date

John Harrigan
 Project Manager's Printed Name

KEVIN JEFFRIES
 CHAIR, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 11/03/2023
 LISA SANCHEZ DATE

OCT 31 2023 3.22

ATTEST:
 KIMBERLY A. RECTOR, Clerk
[Signature]
 BY



PCCO #001

Vincor Construction, Inc.
 2651 Saturn Street
 Brea, California 92821
 Phone: (714) 528-2900
 Fax: (714) 528-2901

Project: FM05313011072 - 21.1P - TLMA Elevator Fire Repair
 3525 14th Street
 Riverside, California 92501

Prime Contract Change Order #001: Electrical and Elevator Additions

TO:	County of Riverside - Facilities Management 3450 14th St. Riverside, California 92501	FROM:	Vincor Construction, Inc. 2651 Saturn Street Brea, California 92821
DATE CREATED:	6/01/2022	CREATED BY:	Chris Dinunzio (Vincor Construction, Inc.)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	01
DESIGNATED REVIEWER:	Chris Dinunzio (Vincor Construction, Inc.)	REVIEWED BY:	
DUE DATE:	06/01/2022	REVIEW DATE:	
INVOICED DATE:	11/07/2021	PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:21.1P - TLMA Elevator Fire Repair Prime Contract	TOTAL AMOUNT:	\$117,602.50

DESCRIPTION:PCO #001

- Add 120V circuit breaker, 1" core, w/ (N) electrical run from machine room to electrical room; needed for oil cooler

PCO #002

- Replacing circuit breakers feeding the elevators and fire damaged fused disconnect

PCO #003

- Replace installed disconnect with fusible switch, per state elevator's requirements

PCO #004

- OTIS T&M for assistance at FLS inspections, electrical inspections, and to raise elevator cab

PCO #005

- Mechanical Upgrades per attached AC revision plan.

ATTACHMENTS:

[TMLA Plans AC Revision 12-13-2021.pdf](#), [TLMA Mechanical Work - Supplemental - 03-16-2022 Breakdown.pdf](#), [TLMA Elevator Modernization - Supplemental Log - 11-07-2021.pdf](#), [QC - Invoice - 86046657 - SAU16946_004 - 4-29-2022 - TLMA RIVERSIDE - 4-29-2022.pdf](#), [Change Order Request No. 002 - Blackstone Builder's Inc..pdf](#), [TLMA - SFire Testing Standby \(9-16-21\).pdf](#), [Change Order Request No. 003 - Blackstone Builder's Inc..pdf](#), [Change Order Request No. 001 - Blackstone Builders. Inc..pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	Add CB, Conduit, Wire, and Coring		\$15,613.00
002	Replace Fire Damage CB		\$3,100.00
003	Fusible Switch Disconnect		\$2,389.50
004	OTIS Stand-by		\$4,500.00
005	Mechanical Upgrades		\$92,000.00
Total:			\$117,602.50



CHANGE ORDER LINE ITEMS:

PCO # 001: Add CB, Conduit, Wire, and Coring

#	Budget Code	Description	Amount	O&P (15.00% Applies to Other.)	Subtotal
1	16.O Electrical.Other	Electrical scope	\$13,576.52	\$2,036.48	\$15,613.00
Subtotal:			\$13,576.52	\$2,036.48	\$15,613.00
Grand Total:					\$15,613.00

PCO # 002: Replace Fire Damage CB

#	Budget Code	Description	Amount	O&P (15.00% Applies to Other.)	Subtotal
1	16.O Electrical.Other	Replace circuit breakers	\$2,695.65	\$404.35	\$3,100.00
Subtotal:			\$2,695.65	\$404.35	\$3,100.00
Grand Total:					\$3,100.00

PCO # 003: Fusible Switch Disconnect

#	Budget Code	Description	Amount	O&P (15.00% Applies to Other.)	Subtotal
1	16.O Electrical.Other	Fused Disconnect	\$2,077.83	\$311.67	\$2,389.50
Subtotal:			\$2,077.83	\$311.67	\$2,389.50
Grand Total:					\$2,389.50

PCO # 004: OTIS Stand-by

#	Budget Code	Description	Amount	O&P (15.00% Applies to Other.)	Subtotal
1	14-200.O Elevators.Other	OTIS stand-by	\$3,913.04	\$586.96	\$4,500.00
Subtotal:			\$3,913.04	\$586.96	\$4,500.00
Grand Total:					\$4,500.00

PCO # 005: Mechanical Upgrades

#	Budget Code	Description	Amount	Amount
1	15-700.O Heating, Venting and Air Conditioning.Other	Mechanical Upgrades	\$92,000.00	\$92,000.00
Subtotal:			\$92,000.00	\$92,000.00
Grand Total:				\$92,000.00

The original (Contract Sum)	\$257,900.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$257,900.00
The contract sum would be changed by this Change Order in the amount of	\$117,602.50
The new contract sum including this Change Order will be	\$375,502.50
The contract time will not be changed by this Change Order.	



Joe Rogowicz (RASC Engineering Inc.)

County of Riverside - Facilities Management
3450 14th St.
Riverside, California 92501

Vincor Construction, Inc.

2651 Saturn Street
Brea, California 92821

 6/1/2023
SIGNATURE DATE

 6/1/2023
SIGNATURE DATE

 06/01/2023
SIGNATURE DATE

BLACKSTONE BUILDERS INC.

CHANGE ORDER REQUEST 001

DATE: 8/31/21

Job No: 392

Page 1 of 1

TO: Vincor Construction

ATTN: Chris Dinunzio

Project Name: TLMA Elevator Fire Repair

Phone: (951) 736-1600

Fax: (951) 736-1601

Project No.: FM05313011072-21.1P

Contract No.: SC-002

RE: Additional Work

PLEASE ISSUE A CHANGE ORDER FOR THE FOLLOWING OR AUTHORIZE BELOW IN THE SPACE PROVIDED:

Item #	Description	Amount
1	Added 120V circuit, core 1" hole and run conduit from the electric room through the parking lot and to the exterior outlet box of the machine room, approximately 175ft.	13,576.52
BREAKDOWN		
	MATERIAL.....	\$4,039.01
	LABOR: 3 MEN @104.18/HR x 8 HRs x (3) DAYS.....	\$7,500.96
	OH&P.....	\$2,036.48
	TOTAL.....	\$13,576.52
AMOUNT OF THIS REQUEST:		\$13,576.52
TIME EXTENSION DUE TO THIS CHANGE:		3 Days

AUTHORIZATION:

By: _____

Title: _____

Date: _____

CHANGE ORDER REQUEST NO: 001



Vincor Construction, Inc.
 2651 Saturn Street
 Brea, California 92821
 P: (714) 528-2900
 F: (714) 528-2901

Project: FM05313011072 21.1P - TLMA Elevator Fire Repair
 3525 14th Street
 Riverside, California 92501

RFI #2: Elevator Motor Feeder **REVISED REPLY**

Status Open

To Joe Rogowicz (RASC Engineering Inc.) *(Response Required)* **From** Milad Hosseini (Vincor Construction, Inc.)
 2651 Saturn Street
 Brea, California 92821

Date Initiated Aug 11, 2021 **Due Date** Aug 14, 2021

Location 3525 14th Street Riverside, California 92501 **Project Stage** Course of Construction

Cost Impact TBD **Schedule Impact** TBD

Spec Section **Cost Code** 16 - Electrical

Drawing Number E5 **Reference** Drawing E5

Linked Drawings

Received From Valentin Mendez (Blackstone Builders, Inc.)

Copies To Chris Dinunzio (Vincor Construction, Inc.), Blanca Limon (County of Riverside - Facilities Management), Bill Meaney (Blackstone Builders, Inc.), Valentin Mendez (Blackstone Builders, Inc.), Mckennan Ruiz (Vincor Construction, Inc.)

Activity

Question **Question from Milad Hosseini Vincor Construction, Inc. on Wednesday, Aug 11, 2021 at 12:28 PM PDT**
 From the plans dated 04/09/2021, sheet E5, Single line drawing shows the feeder size for the 100A disconnect to be (3) #6 and (1) #8 ground. The existing circuit breaker is 100A and has (3) #2 wire from MSB in the existing 1" GRS conduit. The elevator machine is not on site and the exact fuse sizes per the nameplate is not recorded on the plans. Per NEC, the max amperage for #6 wire is 75A. Per the single line drawing, the new elevator motor shows 38A. Please confirm the fuse sizes to be used in the new 100A disconnect and verify the (3) #6 and (1) #8 will be sufficient per the design intent.

Attachments
[Elevator Motor Feeder.pdf](#)

Awaiting an Official Response

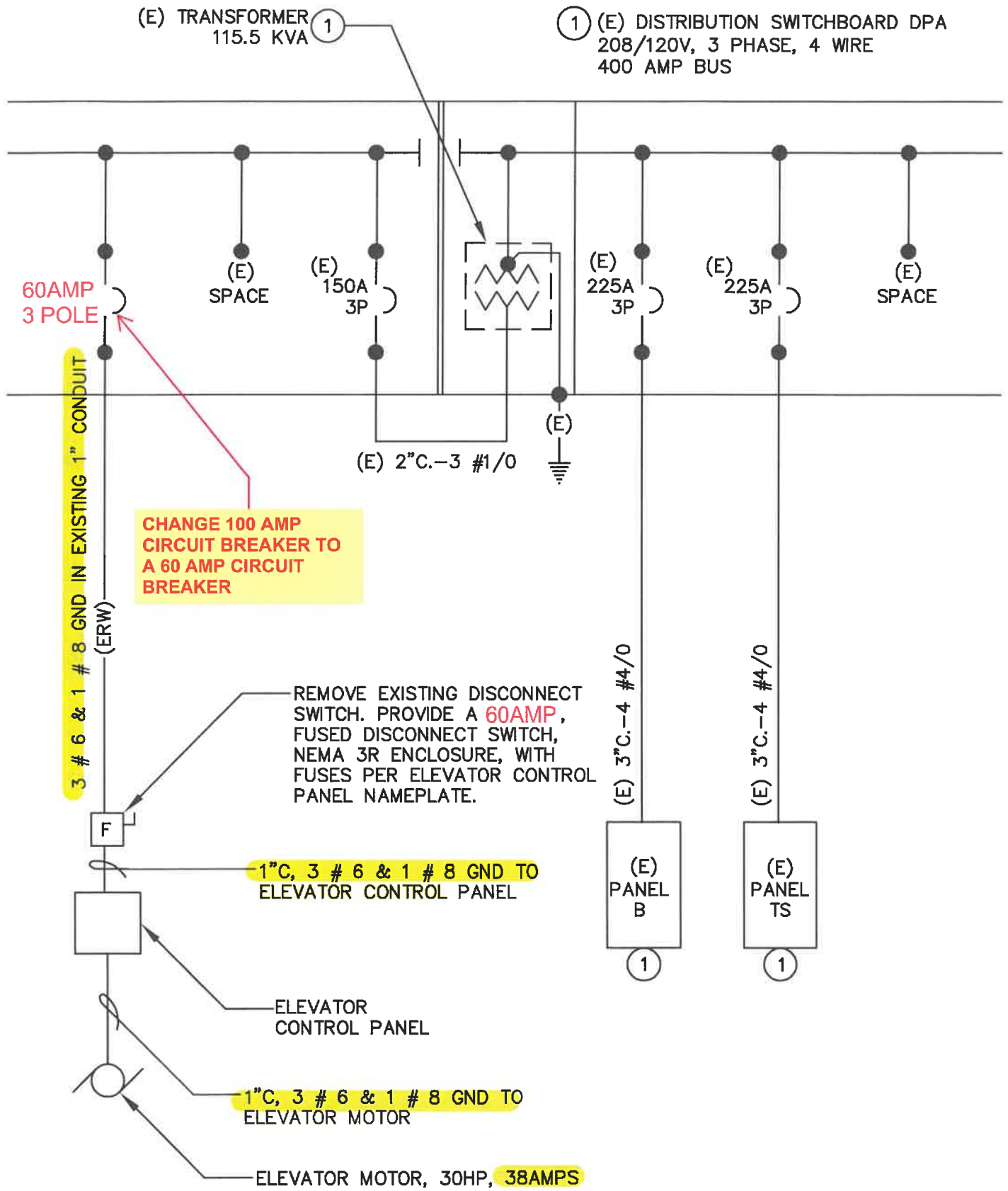
Reply:

REPLACE THE EXISTING 100 AMP CIRCUIT BREAKER FEEDING THE ELEVATOR WITH A NEW 60 AMP THREE POLE CIRCUIT BREAKER.

REPLACE THE FIRE DAMAGED 100 AMP FUSED DISCONNECT SWITCH WITH A 60 AMP FUSED DISCONNECT SWITCH. FUSES SHALL BE SIZED PER THE ELEVATOR EQUIPMENT NAMEPLATE RATING.

REFER TO THE ATTACHED FOR THE REVISED SINGLE LINE DIAGRAM.

Joe Rogowicz
 RASC
 9/1/2021



Single Line Sheet E5

BLACKSTONE BUILDERS INC.

CHANGE ORDER REQUEST 003

DATE: 11/1/2021

Job No: 392

Page 1 of 1

TO: Vincor Construction
 ATTN: Chris Dinunzio

Project Name: TLMA Elevator Fire Repair

Phone: (951) 736-1600
 Fax: (951) 736-1601

Project No.: FM05313011072-21.1P
 Contract No.: SC-002

RE: RFI #1

PLEASE ISSUE A CHANGE ORDER FOR THE FOLLOWING OR AUTHORIZE BELOW IN THE SPACE PROVIDED:

Item #	Description	Amount
1	per the State Inspector, intercept and install elevator cab lighting disconnect and elevator oil cooler disconnect. This was previously submitted as an RFI and the state inspector said it was required and disagreed with RFI Response.	2,077.82
	BREAKDOWN	
	MATERIAL.....	\$932.71
	LABOR: 1 MEN @104.18/HR x 8 HRs x (1) DAYS.....	\$833.44
	OH&P.....	\$311.68
	TOTAL.....	\$2,077.83
AMOUNT OF THIS REQUEST:		\$2,077.83
TIME EXTENSION DUE TO THIS CHANGE:		____ Day(s)

AUTHORIZATION:

By: _____

Title: _____

Date: _____

CHANGE ORDER REQUEST NO: 003




11760 U.S. Hwy 1
West Tower, Suite 600
Palm Beach Gardens, FL 33408

CHANGE ORDER REQUEST 004

CUSTOMER NO. 86046657	DATE 04/29/22	INVOICE NO. SAU16946004
		AMOUNT DUE 19,086.75

INVOICE

PAYMENT DUE UPON RECEIPT

MAIL PAYMENT TO: 
OTIS ELEVATOR COMPANY
DEPT. LA 21684

PASADENA CA
911851684

TLMA RIVERSIDE
3525 14TH ST

RIVERSIDE CA
925013813

ENCLOSE THIS COUPON WITH YOUR PAYMENT.
MAKE CHECK PAYABLE TO: OTIS ELEVATOR COMPANY

TO PAY YOUR INVOICES ONLINE, OR TO SET UP
RECURRING PAYMENTS, PLEASE VISIT OUR
PAYMENT PORTAL AT:
[HTTPS://OTIS.PAYINVOICEDIRECT.COM/](https://otis.payinvoicedirect.com/)

INVOICE

DETACH RETURN DOCUMENT ALONG PERFORATION

OTIS ELEVATOR COMPANY
**** INVOICE CHARGES ****

BUILDING REFERENCE	CUSTOMER NO.	DATE	INVOICE NO.
TLMA RIVERSIDE 3525 14TH STREET	86046657	04/29/22	SAU16946004

RIVERSIDE CA
92501

DATE OF SERVICE: 11/01/21

TIME AND MATERIAL - FIRE ALARM/TESTING PER
PROPOSAL# DZE210916130753
MACHINE #: G15132
BILLING RATES:

38.25 HRS @ \$499.00/HR ADJSTER REG TIME = 19086.75

Actual Invoice amount was \$19,086.75 from OTIS for standby for FLS testing. It was agreed that county would only pay \$4,500.

SUBTOTAL INCLUDING TAXES	19,086.75
TAX	.00
FREIGHT	.00
TOTAL AMOUNT DUE	19,086.75

PCO # 004: OTIS Stand-by

#	Budget Code	Description	Amount	O&P (15.00% Applies to all line item types.)	Subtotal
1	14-200.O Elevators.Other	OTIS stand-by	\$3,913.04	\$586.96	\$4,500.00
			Subtotal:	\$3,913.04	\$4,500.00
			Grand Total:		\$4,500.00



DATE: 09/16/2021

TO: TLMA RIVERSIDE
3525 14th St
Riverside, CA 92501

FROM: Otis Elevator Company
11996 Jack Benny Dr, Suite 106
Rancho Cucamonga, CA 91739

EQUIPMENT LOCATION:
TLMA RIVERSIDE
3525 14th Street
Riverside, CA 92501

Eric Egge
Phone:
Fax:

PROPOSAL NUMBER: DZE210916130753

MACHINE NUMBER(S) : G15132

CUSTOMER DESIGNATION(S) : No Designation

Fire Alarm Testing - Time and Material For Standby

Otis will provide a mechanic to standby and assist with Fire Alarm testing. All work will be completed on a time and material basis at standard Otis rates.

- Work completed during our regular business hours will be billed at **\$499.00 per hour/per mechanic.**
- Work completed during overtime hours will be billed at **\$998.00 per hour per mechanic.**

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Eric Egge
Title:
E-mail: Eric.Egge@otis.com

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Otis Elevator Company
Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Carrie Bruhl



2651 Saturn Street
 Brea, CA 92821
 Tel – (714) 528-2900
 Fax – (714) 528-2901
 www.vincorinc.com

SENT VIA ELECTRONIC MAIL

03/16/2022

County of Riverside, Project Management Office
 3133 Mission Inn Ave.
 Riverside, CA 92507
 Attn: Ms. Blanca Limon
 Tel: (951) 203-1842
 Email: blimon@rivco.org

SUPPLEMENTAL

Project Name:	TLMA Elevator Repairs – <i>Mechanical Upgrades</i>
Location:	3525 14 th St., Riverside, CA 92501

INCLUSIONS

All work to be completed and built out according to plans and specifications titled, “TLMA ELEVATOR FIRE REPLACEMENT”, created by RASC Engineering Inc., FM 0531-301-1072 Accepted for Fire Review, dated, 04/13/2021, located at 3525 14th St., Riverside, CA 92501:

Provide the necessary general requirements, finishes, and electrical work to support a new air conditioning unit in the (E) elevator machine room, per Addendum #1, dated 11/9/2021, Elevator Machine Air Conditioning Revision & Addendum #2, dated 12/13/2021, Plan Check Corrections.

SOPE AND PRICE BREAKDOWN:

General – \$24,917.15

- Demo (E) stucco:
 - For (E) exhaust grilles and frames
 - For wall mount backing in parking garage
 - For head unit backing in equipment room
- Install blocking/backing for wall mount and head unit
- Remove (E) exhaust grilles and frames
- Demo (E) transfer duct in soffit
- Frame in all openings where mechanical equipment had been removed
- Patch stucco at all locations where exhaust grilles, transfer ducts, wall bracket, and head units were affected or installed new.
- Prime and paint (E) stucco soffits and walls in parking garage
- Prime and paint stucco walls and ceilings in equipment room
- GPRS scanning and coring for all mechanical and electrical piping.





- Install 16GA galvanized sheet metal panel over the (E) door louver and paint to match (E)
- Provide fire caulking for mechanical and electrical penetrations.
- Patch all areas affected by mechanical and electrical scope required.
- Repair area, as necessary, where (N) drywell is to be installed.

Mechanical – \$34,155.00

- Furnish and install:
 - (1) split system AC unit per plans
 - Refrigeration piping per plan
 - Aluminum jacketing on exposed piping per plans
 - Wall mounted rack for condensing unit per plans
 - (1) condensate pump per plans
 - Insulated condensate piping per plans
 - PVC pipe drywell filled with gravel at 5LF and a concrete cover; provide all connections with sealant.
 - (1) thermostat per plans
- Provide pre-reads and final TAB by independent contractor

Electrical – \$32,927.85

- Provide and install 15/2 circuit breaker
- Provide and install all new conduit, j-boxes, and associated wire for (N) units CU-1 and FC-1
- Provide all fused/toggle switch disconnects required for CU-1 and FC-1
- Provide control conduit with pull string
- Provide OT for circuit breaker installation and conduit/wire tie-in to (E) panel.
- Provide and install back box and conduit for t-stat.

CLARIFICATIONS

1. All work to be executed as per manufacturer's specifications and recommendations.
2. Any additional work due to unforeseen conditions will be treated as supplemental to the work order.
3. Excludes any design, engineering, permit, and plan check fees.
4. Excludes all voice, data, security, and CCTV work; Excludes running cables, faceplates and terminations.
5. Excludes an FLS scope (fire alarm and fire sprinkler)
6. Excludes any (N) doors, frames, and hardware, including any modifications to the (E).
7. Excludes new furniture, TV, card reader and security camera work.
8. Excludes any duct cleaning.
9. Excludes any ACM/Lead testing and/or abatement.
10. Excludes major wall or floor prep; excludes any moisture testing or barriers.
11. Excludes any LVT, VCT, and wall or floor tile.
12. Excludes any Architectural scope within the facility itself, outside of construction zone near





2651 Saturn Street
Brea, CA 92821
Tel – (714) 528-2900
Fax – (714) 528-2901
www.vincorinc.com

elevators.

All above work is to be completed in a substantial and professional manner for the sum of: **\$92,000.00**

We appreciate and thank you for the opportunity to submit our proposal on this project. If you have any questions or need further clarification on our proposal, please call me at (714) 528-2900.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Dinunzio', is written over a light blue horizontal line.

Chris Dinunzio, Project Manager



CT1001134



**STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN
COUNTY AND CONTRACTOR**

by and between

VINCOR CONSTRUCTION, INC.

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

TLMA ELEVATOR FIRE REPAIR PROJECT – FM05313011072

3525 14TH STREET, RIVERSIDE, CA 92501

MAY 18 2021 3.9

STANDARD FORM OF CONSTRUCTION CONTRACT
BETWEEN COUNTY AND CONTRACTOR

THIS STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR ("Agreement") is entered into as of the date of the last signature on the signature page of this contract by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and Vincor Construction, Inc, a [California] ("Contractor") whose principal place of business is located at [2707 Saturn Street, Brea, CA 92821].

ARTICLE 1
DEFINITIONS

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context in which they are used.

ARTICLE 2
PERFORMANCE OF WORK

2.1 SCOPE OF WORK

Contractor shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

2.2 STANDARD OF PERFORMANCE

In addition to and without limiting Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

2.2.1 the requirements of the Contract Documents;

2.2.2 the requirements and conditions of Applicable Laws;

2.2.3 the standard of care applicable to those who provide construction of the type called for by this Construction Contract for projects of a scope and complexity comparable to the Project;

2.2.4 Contractor shall furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

2.2.5 Contractor shall apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Price and Contract Time.

ARTICLE 3
CONTRACT TIME

3.1 CONTRACT TIME

3.1.1 Substantial Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than [One Hundred Twenty] (120) Days after the Date of Commencement.

3.1.2 Final Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than ~~Thirty~~ (30) Days after the actual occurrence of Substantial Completion.

3.1.3 Contract Adjustments. The Contract Time shall be extended or shortened only in accordance with the provisions of the Contract Documents governing Contract Adjustments to the Contract Time.

3.2 LIQUIDATED DAMAGES TO COUNTY

3.2.1 County's Right. County and Contractor acknowledge that if Contractor fails to Substantially Complete the Work within the Contract Time for Substantial Completion, County will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the assessment and recovery by County of liquidated damages under this Section 3.2.

3.2.2 Per Diem Rate. If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of ~~Five Hundred~~ Dollars (\$500.00) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.

3.2.3 Adjustment for Extensions of Time. Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, liquidated damages shall not be charged to Contractor for a period of time for which the Contractor is entitled under the Contract Documents to a Contract Adjustment to the Contract Time for Substantial Completion.

3.2.4 Partial Completion. The liquidated damages provided for under this Section 3.2 shall not be reduced or apportioned: (1) for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work; or (2) if portions of the Work are deleted pursuant to (a) the County's right to order Deleted Work; or (b) a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default.

3.2.5 Remedies. County may deduct any liquidated damages payable under this Section 3.2 from money due or to become due to Contractor under the Contract Documents, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety.

3.2.6 Not a Limitation. County's rights under this Section 3.2 shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an Event of Contractor Default other than a failure to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion; or (2) County's right to order an acceleration, at Contractor's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which County has the right to assess liquidated damages under this Section 3.2.

3.3. LIQUIDATED DAMAGES TO CONTRACTOR

3.3.1 Contractor's Right. County and Contractor acknowledge and agree that if Contractor is unable due to Compensable Delay to actually achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, Contractor and its affected Subcontractors will suffer Losses that would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by County to Contractor of liquidated damages under this Section 3.3.

3.3.2 Daily Rate. Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of ~~Five Hundred~~ Dollars (\$500) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

3.3.3 Payment by County. A Change Order or Unilateral Change Order setting forth a Contract Adjustment to the Contract Price for liquidated damages permitted by this Section 3.3 shall be executed following, and not before, actual Substantial Completion and prior to or contemporaneously with Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the County's rights of withholding payment to Contractor as permitted elsewhere in the Contract Documents or under Applicable Laws, any amounts due to the Contractor under this Section 3.3 shall be payable as part of, and not prior to the due date for payment of, Final Payment to Contractor.

3.3.4 Deleted Work. A Contract Adjustment shall be made pursuant to Subparagraph 8.2.6.2 of the General Conditions reducing the Contract Price and Contract Time in the event that the Contract Time is shortened due to (1) Deleted Work; or (2) a termination by County of a portion of the Construction Contract for convenience or due to an Event of Contractor Default.

3.3.5 Termination. County shall have no liability to Contractor to pay any liquidated damages under this Section 3.3, nor shall County have any other liability to Contractor or any Subcontractor for any Loss due to Delay (including, without limitation, Compensable Delay) in the event the Construction Contract is wholly terminated (whether such termination is a termination for cause by County or Contractor or a termination for convenience by County) at any time prior to expiration of the Contract Time for Substantial Completion set forth in Paragraph 3.1.1, above.

3.3.6 Exclusive Remedy. Liquidated damages payable by County under this Section 3.3 constitute the Contractor's sole and exclusive right and remedy for recovery from County of Losses to Contractor and its Subcontractors, of every Tier, that are attributable to Compensable Delay, regardless of the cause, duration or timing of the Compensable Delay and no other Contract Adjustment, or other form of compensation or reimbursement, of any kind, shall be made to Contractor or any Subcontractor, of any Tier, for any Loss resulting, directly or indirectly, from, or attributable to, any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration not authorized by County in writing to overcome Excusable Delay; or (3) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect.

3.3.7 WAIVER BY CONTRACTOR.

CONTRACTOR WAIVES THE RIGHT TO FURTHER RECOURSE OR RECOVERY OF COSTS OR DAMAGES BY REASON OF OR RELATED TO ANY DELAY (INCLUDING, WITHOUT LIMITATION, COMPENSABLE DELAY) THAT IS IN EXCESS OF OR NOT RECOVERED BY CONTRACTOR AS PART OF THE LIQUIDATED DAMAGES PAYABLE TO CONTRACTOR UNDER THIS SECTION 3.3.

ARTICLE 4 CONTRACTOR COMPENSATION

4.1 CONTRACT PRICE

4.1.1 Contract Price. County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of [Two Hundred Fifty Seven Thousand, Nine Hundred Dollars (\$257,900)].

4.1.2 Basis. The Contract Price set forth in Paragraph 4.1.1, above, is based on the Bid submitted by Contractor as adjusted for Alternates accepted by County as set forth in Section 4.2, below.

4.1.3 Adjustments. The Contract Price is only subject to adjustment as permitted by the General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.

4.1.4 All-Inclusive Price. The Contract Price as adjusted for Contract Adjustment permitted by the Contract Documents is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses, foreseeable or unforeseeable, arising out of or related to past, present or future circumstances within or outside the control of the Contractor or its Subcontractors affecting the time or cost of performing the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute

Differing Site Conditions) and unforeseen fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally).

4.2 ALTERNATES

The Contract Price includes the following Alternates, which are described in the Contract Documents and are hereby accepted by County:

Number	Description	Dollar Amount
n/a	n/a	n/a

4.3 UNIT PRICES

Unit prices agreed to by County and Contractor are as follows:

Description	Measurement Unit	Dollar Amount
n/a	n/a	n/a

**ARTICLE 5
ENUMERATION OF CONTRACT DOCUMENTS**

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents include, without limitation, the following:

5.1.1 Construction Contract. The Contract Documents include this executed Standard Form of Construction Contract Between County and Contractor.

5.1.2 General Conditions. The Contract Documents include the General Conditions of the Standard Form of Construction Contract Between County and Contractor (Long Form) or General Conditions of the Standard Form of Construction Contract Between County and Contractor (Short Form).

5.1.3 Specifications. The Contract Documents include the following Specifications:

Title	Date	Divisions
The design specifications have not been produced, RASC Engineering is in the process of producing the specifications.		

5.1.4 Drawings. The Contract Documents include the following Drawings dated ~~text~~, 20~~xx~~, unless a different date is shown below:

Sheet Number	Title	Date	Pages
The design drawings have not been produced, RASC Engineering is in the process of producing the design.			

5.1.5 Addenda. The Contract Documents include the following Addenda:

Addendum Number	Title	Date	Pages
n/a	n/a	n/a	n/a

5.1.6 Reference Documents. The Contract Documents include the following Reference Documents:

Title	Author	Date	Pages
n/a	n/a	n/a	n/a

5.1.7 n/a

**ARTICLE 6
SPECIAL REQUIREMENTS**

6.1 LABOR CODE SECTION 1861 CERTIFICATION

By signing below, Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that he/she/it will comply with such provisions before commencing the performance of the Work.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.


IN WITNESS WHEREOF, the parties hereto have made and executed four (4) originals of this Construction Contract, on _____ [to be filled in by Clerk of the Board].

[[SIGNATURES ON FOLLOWING PAGE (PM'S PLEASE EDIT THE POSITIONING OF THIS STATEMENT ACCORDINGLY AND DELETE THIS NON-BOLDED TEXT AFTERWARD)]]

"COUNTY"

COUNTY OF RIVERSIDE

By: 
Rose Salgado, Director, Facilities Management

By: 
Karen Spiegel
Chair, Board of Supervisors

ATTEST:


KECIA R. HARPER
Clerk of the Board

By: 
(Deputy)

(SEAL)

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: 
SYNTHIA M. GUNZEL

Chief Deputy County Counsel

"CONTRACTOR"

Vincor Construction, Inc.


(Sign on line above)

By: Vincent Cortes
(Type name)

Title: President

The following information must be provided concerning the Contractor:

State whether Contractor is corporation, individual, partnership, joint venture or other:

Corporation

If "other", enter legal form of business:

Enter address:

2651 Saturn Street
Brea, CA 92821

Telephone: (714) 528-2900
Facsimile: (714) 528-2901
Email: vincent@vincorinc.com
Employer State Tax ID #: 236-3021-3
State Contractor License #: 763743

Department of Industrial Relations
Registration No: 100009803

If Contractor is not an individual or corporation, list Names of 4 representatives who have authority to contractually bind Contractor:

If Contractor is a corporation, state:

Name of President: Vincent Cortes
Name of Secretary: Michele Cortes
State of Incorporation: California

Bond executed in quadruplicate

Bond No. 30123356
Premium included in performance bond

PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors has awarded Construction Contract Number FM05313011072 ("Contract") to Vincor Construction, Inc., as Principal ("Principal") to perform the work ("Work") for the Transportation Land Management Agency Elevator Fire Damage Emergency Repair project;

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and Western Surety Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Two Hundred Fifty Seven Thousand Nine Hundred Dollars (\$257,900), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

Surety's obligations hereunder are independent of the obligations of any other surety for the

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

Vincor Construction, Inc.
(Firm Name – Principal)

2651 Saturn Street, Brea, CA 92821

(Business Address)

By 
(Original Signature)

Michele Cortes, CFO
(Title)

Affix Seal if Corporation



Western Surety Company
(Corporation Name – Surety)

151 N. FRANKLIN ST., CHICAGO, IL 60606

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)

Michael R. Strahan
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Affix Corporate Seal

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael R Strahan, Brian Guzman, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of December, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 31st day of December, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of April, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

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 Orange)

On April 28, 2021 before me, Shirley Rose Kang, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michelle Carter
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal



Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

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: _____

ACKNOWLEDGMENT

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

State of California
County of San Diego

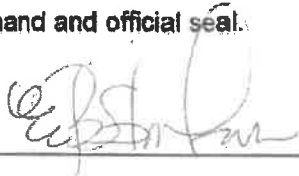
On April 26th, 2021 before me, E.B. Strahan, Notary Public
(insert name and title of the officer)

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

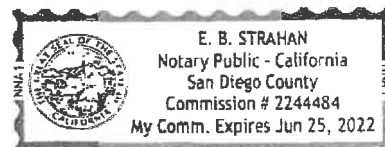
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



Bond executed in quadruplicate

Premium: \$3,017.00
Premium is for contract term and subject to
adjustment based on final contract price

Bond No. 30123356

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors has awarded Construction Contract Number FM05313011072 ("Contract") to Vincor Construction, Inc. as Principal ("Principal") to perform the work ("Work") for the Transportation Land Management Agency Elevator Fire Damage Emergency Repair project, which Contract is by this reference hereby incorporated herein and made a part hereof;

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

NOW THEREFORE, we, the Principal and Western Surety Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Two Hundred Fifty Seven Thousand, Nine Hundred Dollars (\$257,900), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect

liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

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

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

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

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

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

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

Affix Seal if Corporation

Vincor Construction, Inc.
(Firm Name – Principal)

2651 Saturn Street, Brea, CA 92821

(Business Address)

By 
(Original Signature)

Michele Cortes, CFO
(Title)



Western Surety Company
(Corporation Name – Surety)

151 N. FRANKLIN ST., CHICAGO, IL 60606

Affix Corporate Seal

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)

Michael R. Strahan
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael R Strahan, Brian Guzman, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of December, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 31st day of December, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of April, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 11399

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

State of California)

County of Orange)

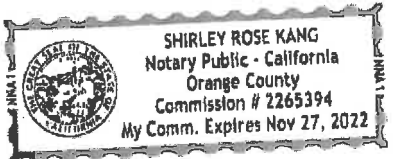
On April 28, 2021 before me, Shirley Rose Kang, Notary Public
Date Here insert Name and Title of the Officer

personally appeared Michelle Carter
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/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

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: _____

ACKNOWLEDGMENT

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

State of California
County of San Diego

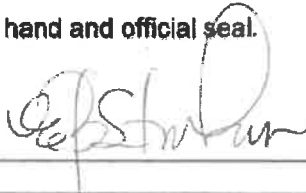
On April 26th, 2021 before me, E.B. Strahan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



**CONTRACTOR'S CERTIFICATE REGARDING WORKERS'
COMPENSATION**

Labor Code Section 3700 states:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, 'state' shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Vincor Construction, Inc.

(Name of Contractor)

President

By:

Vincent Cortes

(Name of Signer)



(Signature)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of [Incor name of Contractor] ("Contractor") with authority to make the statements contained in this Declaration on behalf of the Contractor, hereby declare the following:

1. The Contractor's employer identification number for state tax purposes is 236-3021-3.

2. The Contractor's workers' compensation insurance policy number is UB-8L592159-21-2S-G and the name, address, and telephone number of the insurance carrier providing said insurance is: Travelers Property and Casualty Company of America
One Tower Square, Hartford, CT 06183 / Tel: (860) 277-0111.

3. The following information is provided concerning any and all vehicles that are owned by the Contractor and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Contract [Insert information requested. Attach additional sheets, if needed.]:

Vehicle	Vehicle ID #	Vehicle Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)
Tesla	6YJXCAE29GF006129	810-8L589874-21-2S-G	Travelers Property and Casualty Company of America One Tower Square, Hartford, CT 06183 / Tel: (860) 277-0111

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Contract [If no such housing will be provided, enter "none"]: None.

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Contract, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:

Total Number of Workers	Total Amount of Wages	Date(s) for Payment of Wages
03	\$21,825.00	07/01/2021 to 07/29/2022

6. Check only one of the following boxes, as applicable:

The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.

The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Contractor's best estimate available at the time of submitting its Proposal, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as independent contractors to perform the Work of the Project that is the subject of the Contract (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

List of Independent Contractors	Current, local, state and federal contractor license identification number
TBD	TBD

8. Check only one of the following boxes, as applicable:

The statement of number of independent contractors declared in Paragraph 7, above, is a statement of the actual number of independent contractors that will be utilized.

The actual number of independent contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent contractors declared therein is based on the Contractor's best estimate available at the time of submitting its Proposal, rather than the actual number of independent contractors that will be utilized, and if and when the actual number of independent

contractors and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 28th day of April, in the year 2021 at Brea, California.



(signature)

Vincent Cortes

Type Name of Signer:

Vincor Construction, Inc.

Type Name of Bidder:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2020

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

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

PRODUCER
Pacific Lighthouse Insurance Agency
 625 The City Drive South, Suite 330
 Orange, CA 92868
 License #: 0G22040

INSURED
Vincor Construction, Inc.
 2651 Saturn Street
 Brea, CA 92821

CONTACT NAME: Erica Vazquez
PHONE (A/C No. Ext.): (657)667-0225 **FAX (A/C No.):** (657)667-0227
E-MAIL ADDRESS: Erica@PacificLighthouseins.com

INSURER	AFFORDING COVERAGE	NAIC #
INSURER A:	United Specialty Ins. Co	25895
INSURER B:	Admiral Insurance Company	24856
INSURER C:	Houston Casualty Company	42374
INSURER D:	Homeland Insurance Company of New York	34452
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 0000121-127424** **REVISION NUMBER: 132**

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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	ATN2046361	05/26/2020	05/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					\$ \$ \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	BEX09602709-03	05/26/2020	05/26/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$
C	E&O	Y	HCC 20 67462	05/26/2020	05/26/2021	Per Claim/Aggreg. 2,000,000
D	Contractors Pollution	Y	793009340 0001	05/26/2020	05/26/2021	Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Riverside County
 3133 Mission Inn Avenue
 Riverside, CA 92507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

EVZ

(EVZ)

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
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MANAGERS OR
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designation Of Premises (Part Leased To You): As Required By Written Contract, Fully Executed Prior To The Named Insured's Work</p>
<p>Name Of Person(s) Or Organization(s) (Additional Insured): As Required By Written Contract, Fully Executed Prior To The Named Insured's Work</p>
<p>Additional Premium: \$ Included</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

State Or Governmental Agency Or Subdivision Or Political Subdivision:
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED
EQUIPMENT – AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

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

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

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

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

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

whichever is less.

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<p>Name Of Person Or Organization: As Required By Written Contract, Fully Executed Prior To The Named Insured's Work</p>

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any coverage provided to an Additional Insured shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- 1) a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis; or
- 2) prior to a loss, you request in writing and we agree that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that the "Named Insured" agreed to add as an additional insured in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Coverage afforded to such person or organization will not be broader than the scope of insurance agreed to by the "Named Insured" in such written contract or written agreement.

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

- A. SECTION II – WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the SCHEDULE above, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

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

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement only modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations:
Any person or organization that the "Named Insured" agreed to add as an additional insured in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Coverage afforded to such person or organization will not be broader than the scope of insurance agreed to by the "Named Insured" in such written contract or written agreement.	Any location, and completed operations at such location, where required by the written contract or written agreement between the "Named Insured" and the person or organization qualifying as an additional insured under this endorsement.

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

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the SCHEDULE above performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART**

SECTION IV - CONDITIONS, 8. Other Insurance, is amended by adding the following paragraph:

This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured under this policy, only if you specifically agree, in a written contract or agreement, that this insurance must be primary to, and non-contributory with, such other insurance.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement only modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART**

SCHEDULE

Name Of Person Or Organization:

Any person or organization that the "Named Insured" agreed to waive its rights of recovery against in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Such waiver will not be broader than the scope of the waiver agreed to by the "Named Insured" in such written contract or written agreement.

SECTION IV – CONDITIONS, 13. Transfer of Rights of Recovery Against Others To Us is deleted and replaced with the following:

13. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a claim or suit have been reimbursed. The insured expressly waives the right to be made whole by any such recovery.

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – **BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-8L592159-21-2S-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be 2 . % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1