

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



ITEM: 3.90
(ID # 25461)

MEETING DATE:
Tuesday, July 30, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve Addendum to the Plans and Specifications, Accept the Low Bid and Award the Contract for the Construction of the Temecula Valley Wine Country Archway Project, in the Temecula Valley area; District 3. [\$744,100 Total Cost - Combined Improvement Fund 63.2%, UCI 36.8%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the addenda to the plans and specifications issued prior to the May 1, 2024, bid opening;
2. Waive any and all immaterial irregularities and accept the low bid of US Builders and Consultants Inc. (US Builders) of Irvine, California in the amount of \$744,100;
3. Award the contract to US Builders and authorize the Chair of the Board to execute the contract documents; and
4. Approve the project proposed budget as shown on Attachment "A".

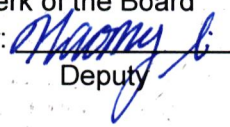
ACTION:Policy


Dennis Acuna, Director of Transportation 6/27/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: July 30, 2024
xc: Trans.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 744,100	\$ 0	\$ 744,100	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Combined Improvement Fund (63.2%) and Unincorporated Communities Initiative Fund (36.8%).			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated April 2, 2024 (Agenda Item 3.39), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the construction of Temecula Valley Wine Country Archway on Rancho California Road at a location approximately 100-feet east of the intersection of Rancho California Road and Avenida Biona in the Temecula Valley area of Riverside County. The archway monument will replace the pillar style entry monument that was removed as part of the recently completed Butterfield Stage Road and Rancho California Road intersection improvements.

Temecula Valley Wine Country is a beautiful destination and can be considered the heart of California's South Coast wine region, situated less than 60 miles north of San Diego and 90 miles southeast of Los Angeles. The archway monument will be a welcoming point for vehicles and people entering the Temecula Valley Wine Country via Rancho California Road.

The project includes the installation of a metal archway monument (archway) structure supported by steel pipe columns at each end with 4-foot diameter reinforced concrete pile foundations. The span of the archway monument is 75-feet.

Additional improvements include minor pavement widening with Hot Mix Asphalt (HMA) over class 2 aggregate base, installation of asphalt concrete dike, concrete curb and gutter, and other minor work.

On November 17, 2020, the Riverside County Board of Supervisors directed the Executive Office to implement an Unincorporated Communities Initiative (UCI). The UCI is a focused, ongoing, and coordinated effort to improve the infrastructure and services provided to the residents of unincorporated communities, with emphasis on Disadvantaged Unincorporated Communities. Through March 31, 2021, the Executive Office team held 15 community meetings and conducted online surveys to better understand community needs for services, infrastructure, and infrastructure maintenance. Based on the foundational work completed by the UCI team, the Temecula Valley Wine Country Archway Monument was selected as a

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

recipient of \$370,000 of UCI funds from District 3 per Minute Order dated June 28, 2022 (Agenda Item 3.6).

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

The addendum was issued to clarify and modify the approved contract documents. The addendum is attached and designated as Addendum No. 1.

The Contract includes the following schedule of work:

Base Bid Schedule: Temecula Valley Wine Country Archway

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

Project No. D2-0111

Impact on Residents and Businesses

The Temecula Valley Wine Country and its many award-winning wineries is a major tourism draw for the County of Riverside. The installation of the archway monument across Rancho California Road will create an improved and inviting gateway to the Temecula Valley Wine Country.

The archway monument's fabrication is scheduled to begin in the summer of 2024 and is anticipated to take approximately four and a half months to complete. Physical roadway improvements and archway monument installation are scheduled to coincide with the delivery of the archway to the job site and will take approximately one month to complete. The work will be phased to keep the road open during construction as much as possible.

SUPPLEMENTAL:

Additional Fiscal Information

Construction is expected to be completed in Fiscal Year 2024/2025 and will be funded with Combined Improvement funds from Southwest Area plan cash-in lieu fees and Unincorporated Communities Initiative funds.

Contract History and Price Reasonableness

A total of five bids were received on Wednesday May 1, 2024 ranging from \$744,100 to \$1,200,000. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by US Builders in the amount of \$744,100 which is \$120,960 (19.4%) above the engineer's cost estimate.

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The Transportation Department recommends the award of the contract to US Builders in the amount of \$744,100.

ATTACHMENTS:

Vicinity Map

Attachment "A"

Summary of Bids

Addendum No. 1

Contract/Bonds/Insurance

Contractor's Bid Proposal



Jason Farin, Principal Management Analyst 7/24/2024



Aaron Gettis, Chief of Deputy County Counsel 7/9/2024

Contract

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

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Temecula Valley Wine Country Archway, Temecula Valley Area, Project No. D2-0111, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

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

2. The Work

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

3. Prosecution, Progress and Liquidated Damages

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

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

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

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

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

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

4. Compensation

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

**Temecula Valley Wine Country Archway
Temecula Valley Area
Project No. D2-0111**

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Temecula Valley Wine Country Archway						
1	066100	DUST ABATEMENT	LS	1	15,000.00	15,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	15,000.00	15,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	35,000.00	35,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	10,000.00	10,000.00
5	170103	CLEARING AND GRUBBING	LS	1	40,000.00	40,000.00
6	031201	CONSTRUCTION PROJECT FUNDING SIGN	EA	2	8,000.00	16,000.00
7	190101	ROADWAY EXCAVATION	CY	22	400.00	8,800.00
8	260203	CLASS 2 AGGREGATE BASE	CY	11	350.00	3,850.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	30	800.00	24,000.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	10	800.00	8,000.00
11	035601	48" CAST-IN-DRILLED-HOLE CONCRETE PILING [ARCHWAY FOUNDATION]	LF	34	1,500.00	51,000.00
12	035602	ARCHWAY STRUCTURE (FABRICATION, DELIVERY, AND INSTALLATION)	LS	1	400,000.00	400,000.00
13	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	66	100.00	6,600.00
14	038701	CONDUIT AND CABLE	LF	650	109.00	70,850.00
15	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00

**PROJECT
TOTAL:
ITEMS 1 - 15**

**Seven hundred forty-four thousand, one hundred dollars and zero cents
"WORDS"**

\$744,100.00

Temecula Valley Wine Country Archway
Temecula Valley Area
Project No. D2-0111

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

COUNTY OF RIVERSIDE

US BUILDERS AND CONSULTANTS INC.

BY: Chuck Washington

BY: [Signature]

Chair, Board of Supervisors
CHUCK WASHINGTON

TITLE: Mohamed Almalbh / President
(If Corporation, affix Seal)

DATED: 7/30/2024

ATTEST:

ATTEST:

Kimberly A. Rector, Clerk of the Board

[Signature]

BY: Naomy Li
Deputy

TITLE: Tamer Award / VP

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

License No.: 1067739

FORM APPROVED COUNTY COUNSEL
BY: [Signature]
DANIELLE D. MALAND

Federal Employer Identification Number:

85-2750426

Department of Industrial Relations Registration Number:

1000756487

BY _____
"County"

"Corporation"
(Seal)



CALIFORNIA CERTIFICATE OF 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 Orange)

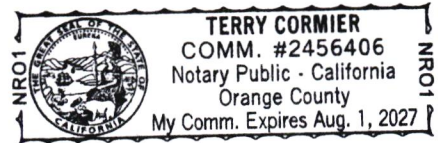
On 5/27/24 before me, Terry Cormier, Notary Republic,
(here insert name and title of the officer)

personally appeared Mohamed Almallah

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 Terry Cormier

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Contract Proj# D2-011

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)

Corporate Resolution
for
US Builders and Consultants Inc.

We, the undersigned, being all of the directors of this Corporation, consent and agree that the following corporate resolution was made on 05/28/2024 [date] at 10:53 AM [time] at 126 Desert Lotus, Irvine, CA 92618 [location]

We do hereby consent to the adoption of the following decision:

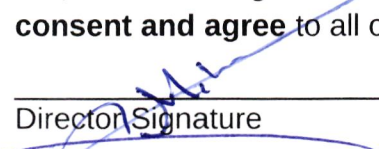

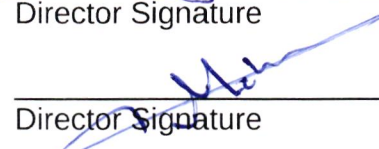
That the corporation will go into agreement with the County of Riverside for Contract No 24-05-006

Now, therefore, it is resolved, that the Corporation shall:


The Coporation will appoint Mr. Mohamed Almallah, President, to sign the contract on behalf of the corporation.

The Officers of this Corporation are hereby authorized to perform the acts to carry out this Resolution.

We, the undersigned directors of this Corporation constituting a quorum of the Board, consent and agree to all of the above on this 28th day of May 2024.

<hr/>  Director Signature	<hr/> Mohamed Alamallah Printed Name	<hr/> 05/28/2024 Date
<hr/>  Director Signature	<hr/> Tamer Awad Printed Name	<hr/> 05/28/2024 Date
<hr/>  Director Signature	<hr/> Printed Name	<hr/> Date

The Secretary of the Corporation certifies that the above is a true and correct copy of the Resolution that was duly adopted at a meeting of the Board of Directors.

<hr/>  Secretary Signature	<hr/> Mohamed Almallah Printed Name	<hr/> 05/28/2024 Date
--	--	--------------------------



Performance Bond

Recitals:

1. **US Builders and Consultants Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Temecula Valley Wine Country Archway, Temecula Valley Area, Project No. D2-0111.**
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$744,100.00 (Seven hundred forty-four thousand, one hundred dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are **US Builders and Consultants Inc.** as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$744,100.00 (Seven hundred forty-four thousand, one hundred dollars and zero cents)** the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Temecula Valley Wine Country Archway, Temecula Valley Area, Project No. D2-0111.**

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Performance Bond

Recitals:

1. **US Builders and Consultants Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Temecula Valley Wine Country Archway, Temecula Valley Area, Project No. D2-0111.**
2. Merchants Bonding Company (Mutual), an Iowa corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$744,100.00 (Seven hundred forty-four thousand, one hundred dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of June 3rd, 2024.

U.S. Builders & Consultants, Inc.
By [Signature]

Merchants Bonding Company (Mutual)
By [Signature]

By _____

Type Name Christina Rogers, Attorney-in-Fact

Title Tamer Awad / Vice President
"Contractor"

Its Attorney in Fact
"Surety"



(Corporate Seal)

(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE 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.

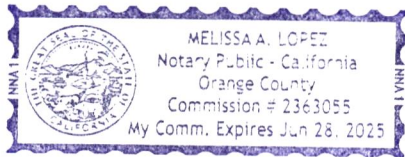
State of California)

County of Orange)

On JUN 03 2024 before me, Melissa A. Lopez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Christina Rogers
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: _____

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Albert Melendez; Christina Rogers; Erik Johansson; Jennifer Anaya; Joaquin Perez; Martha Barreras; Melissa Lopez

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

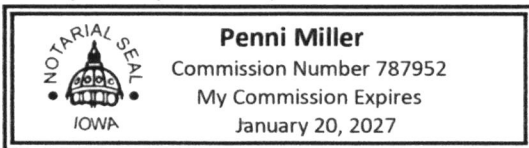


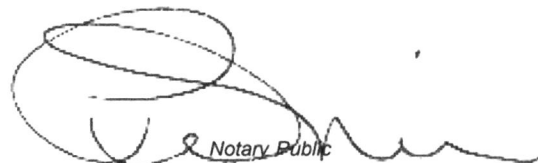
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of June, 2024.




Secretary

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) (“Merchants”) deems the digital or electronic image of Merchants’ corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS BONDING COMPANY (MUTUAL)



By: Larry Taylor
Larry Taylor, President

CALIFORNIA CERTIFICATE OF 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 Orange)

On 6/4/24 before me, Terry Cormier, Notary Public,
(here insert name and title of the officer)

personally appeared Tamer Awad

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 Terry Cormier

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Performance Bond

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)
- _____

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

COMPANY PROFILE

Company Information

MERCHANTS BONDING COMPANY (MUTUAL)
6700 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

Old Company Names **Effective Date**

Agent For Service

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

Reference Information

NAIC #:	14494
California Company ID #:	2482-8
Date Authorized in California:	01/27/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	IOWA

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NAIC Group List

NAIC Group #: 3479 Merchants Bonding Co Grp

Lines Of Business

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

- LIABILITY
- MISCELLANEOUS
- SURETY

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Payment Bond

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

The makers of this Bond are **US Builders and Consultants Inc.** as Principal and Original Contractor and Merchants Bonding Company (Mutual), a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$744,100.00 (Seven hundred forty-four thousand, one hundred dollars and zero cents)** the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Temecula Valley Wine Country Archway, Temecula Valley Area, Project No. D2-0111.**

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

Dated: June 3rd, 2024

U.S. Builders & Consultants, Inc.

Original Contractor – Principal

Merchants Bonding Company (Mutual)

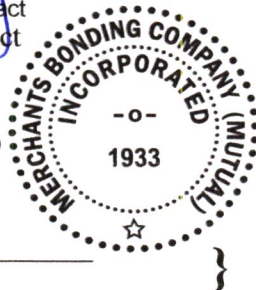
Surety

By [Signature]

By [Signature: Christina Rogers]
Christina Rogers, Attorney-in-Fact
Its Attorney In Fact

Title Tamer Awad / Vice President
(If corporation, affix seal)

(Corporate Seal)



(Corporate Seal)

STATE _____
OF _____
COUNTY _____
OF _____

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

See Attached Required California All-Purpose Acknowledgement

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 JUN 03 2024 before me, Melissa A. Lopez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Christina Rogers
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 Melissa Lopez
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: _____

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Albert Melendez; Christina Rogers; Erik Johansson; Jennifer Anaya; Joaquin Perez; Martha Barreras; Melissa Lopez

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

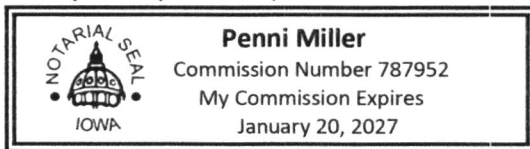


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

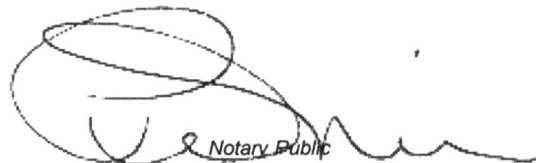
By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)


Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of June, 2024.




Secretary

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) (“Merchants”) deems the digital or electronic image of Merchants’ corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS BONDING COMPANY (MUTUAL)



By: Larry Taylor
Larry Taylor, President

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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State of California)

County of Orange)

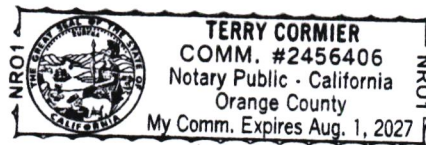
On 6/4/24 before me, Terry Cormier, Notary Public,
(here insert name and title of the officer)

personally appeared Temer Mad

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 Tyger

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Payment Bond

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es) Notarial event is detailed in notary journal on: Page # _____ Entry # _____ Notary contact: _____
Other <input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s) <input type="checkbox"/> _____

MINNAPOLIS, MINN.
JANUARY 10, 1887
RECEIVED
OF THE
MAYOR

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

COMPANY PROFILE

Company Information

MERCHANTS BONDING COMPANY (MUTUAL)
6700 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	14494
California Company ID #:	2482-8
Date Authorized in California:	01/27/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	IOWA

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NAIC Group List

NAIC Group #: **3479** Merchants Bonding Co Grp

Lines Of Business

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

- LIABILITY
- MISCELLANEOUS
- SURETY

[back to top](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2024

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 Burnham Risk & Insurance Solutions 15901 Red Hill Ave, Ste 100 Tustin CA 92780	CONTACT NAME: Dominic Hernandez PHONE (A/C, No, Ext): 714-824-8301 E-MAIL ADDRESS: Dominic.Hernandez@wgbib.com	FAX (A/C, No): 714-573-1770
	INSURER(S) AFFORDING COVERAGE	
License#: 0F69771 USBUILD-02	INSURER A: Gemini Insurance Company	NAIC # 10833
INSURED U.S. Builders & Consultants, Inc. 42 Sorrento Irvine CA 92614	INSURER B: Scottsdale Insurance Company	NAIC # 41297
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2089561981

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		VCGP031990	6/5/2024	6/5/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		VCGP031990	6/5/2024	6/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XLS2004495	6/5/2024	6/5/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

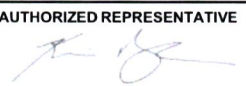
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured on the General Liability per attached CG20100413, CG20370413, CG20181219, CG20121219 as required by written contract subject to the terms and conditions of the policy.

Waiver of Subrogation applies to the General Liability per attached CG24041219
 Primary and Non-Contributory applies to the General Liability per attached VE09730420
 Umbrella Liability Schedule of Underlying: General Liability & Auto Liability
 RE: Temecula Valley Wine Country Archway Project No. D2-0111

Certificate Vesting: City of Temecula
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

County of Riverside Transportation Department Attention: Contracts/Bidding Unit 3525 14th Street Riverside CA 92501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Burnham Risk & Insurance Solutions		NAMED INSURED U.S. Builders & Consultants, Inc. 42 Sorrento Irvine CA 92614	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Excess Liability Follows form subject to the terms and conditions listed in the policy.

GEMINI INSURANCE COMPANY

A DELAWARE STOCK COMPANY

(herein called "the Company")

COMMON POLICY DECLARATIONS

Zip Code 92614

Policy No.: VCGP031990

Renewal/Rewrite of: _____

Named Insured and Mailing Address

US Builders & Consultants Inc
42 Sorrento
Irvine, CA 92614

Policy Period: From 06/05/2024 to 06/05/2025 at 12:01 a.m. Standard Time at the address of the First Named Insured as stated herein

BUSINESS DESCRIPTION: GC

AUDIT PERIOD: Annual Other

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



THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial General Liability Coverage Part	\$
Terrorism Coverage	\$
Inspection Fee	\$
TOTAL PREMIUM	\$

Form (s) and Endorsement (s) made a part of this policy at inception. **See attached schedule:**

This policy is not binding unless sealed and countersigned by Gemini Insurance Company or its Authorized Representative.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Countersigned On: 6/5/2024 By:  

At: Greenwich, Connecticut

W. Robert Berkley, Jr.
President

Philip S. Welt
Secretary

Administrative Office: 7233 E BUTHERUS DR SCOTTSDALE ARIZONA 85260

THESE COMMON POLICY DECLARATIONS AND, IF APPLICABLE, THE PROFESSIONAL LIABILITY DECLARATIONS, THE COMMERCIAL GENERAL LIABILITY DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART (S), FORM (S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBER POLICY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy: VCGP031990

Effective Date: 06/05/2024

Named Insured: US Builders & Consultants Inc

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000	
General Aggregate Limit(Other than Products-Completed Operations)	\$2,000,000	
Products-Completed Operations Aggregate Limit	\$2,000,000	
Personal & Advertising Injury Limit	\$1,000,000	
Damage to Premises Rented to You	\$100,000	Any one premises
Medical Payments	\$5,000	Any one person

RETROACTIVE DATES

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” which occurs before the Retroactive Date, if any, shown here:

NONE

(Enter Date or “NONE” if no Retroactive Date applies)

PREMIUM

Class	Description	Estimated Exposure	Premium Basis	Rate	Premium
91583	Contractors - subcontracted work - in connection with building construction reconstruction repair or erection - one or two family dwellings	\$250,000	Per 1,000 Gross Sales		
91585	Contractors - subcontracted work - in connection with construction reconstruction repair or erection of buildings - NOC Hired and Non Owned	\$2,250,000	Per 1,000 Gross Sales		

Advance Premium:

Minimum Term Premium:

Minimum Earned Premium at Inception:

Terrorism Premium:

Total Premium:

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

DECLARATIONS
COMMERCIAL EXCESS LIABILITY POLICY

Policy Number
XLS2004495

New
Renewal of Number



SCOTTSDALE INSURANCE COMPANY®

18700 North Hayden Road * Scottsdale, Arizona 85255
1-800-423-7675
A STOCK COMPANY

ITEM 1. NAMED INSURED(S) AND MAILING ADDRESS

AGENT NAME AND ADDRESS

US BUILDERS & CONSULTANTS INC
42 SORRENTO
IRVINE CA 92614-5340

CRC INSURANCE SERVICES
333 S GRAND AVE STE 1570
LOS ANGELES CA 90071-1504

Zip Code **92614**

Agent No. 04726

Program No. _____

ITEM 2. POLICY PERIOD

From: 06/05/2024

To: 06/05/2025

12:01 A.M. Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide you with the insurance as stated in this policy.

ITEM 3. THE NAMED INSURED IS: Individual Partnership Corporation Joint Venture Other

ITEM 4. LIMIT(S) OF INSURANCE:

A. Each Occurrence \$ 3,000,000

B. Aggregate \$ 3,000,000

ITEM 5. SCHEDULE OF CONTROLLING UNDERLYING INSURANCE:

See Schedule of Controlling Underlying Insurance

ITEM 6. PREMIUM COMPUTATION:

Flat Premium: \$ _____

Subject to Adjustment:

Estimated Deposit Premium \$ _____

Estimated Exposure Base: _____

Rate: _____ Per: _____

Policy Minimum Premium \$ _____

Audit Period: Annually Other: _____

ITEM 7. ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION:

See Schedule of Forms and Endorsements

THIS COMMERCIAL EXCESS LIABILITY DECLARATIONS WITH THE COVERAGE FORM AND ENDORSEMENTS, IF ANY,
COMPLETE THE ABOVE-NUMBERED POLICY.



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. XLS2004495

Effective Date: 06/05/2024

12:01 A.M., Standard Time

Named Insured US BUILDERS & CONSULTANTS INC

Agent No. 04726

IL N 018	01-22 CALIFORNIA FRAUD STATEMENT
NOTS0623CA	01-20 IMPORTANT NOTICE TO CALIFORNIA INSURED (D-2)
NOTX0146CW	07-21 NOTICE TO POLICYHOLDERS RESTRICTIONS OF COVERAGE
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UTS-COVPG	03-21 COVER PAGE
XLS-D-1	01-21 COMMERCIAL EXCESS LIABILITY POLICY DECLARATIONS
UTS-SP-2L	12-95 SCHEDULE OF FORMS AND ENDORSEMENTS
UTS-119g	06-14 MINIMUM EARNED CANCELLATION PREMIUM
UTS-74g	08-95 PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION
UTS-9g	06-22 SERVICE OF SUIT CLAUSE
UTS-BR-606	12-22 LIMITATION OF COVERAGE-TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
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CX 21 33	01-15 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
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UTS-331s-CA	03-05 REGISTERED DOMESTIC PARTNER-CALIFORNIA
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UTS-641	06-23 CONTINUING OR ONGOING DAMAGE EXCLUSION
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XLS-2520	10-16 CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM EXCLUSION
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XLS-2661	06-22 PFC/PFAS EXCLUSION
XLS-BR-2573	11-19 RESIDENTIAL PROJECT - LIMITED EXCLUSION
XLS-BR-2622	09-22 COMMON EXCLUSIONS AND CONDITIONS



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2004495	06/05/2024	US BUILDERS & CONSULTANTS INC	04726

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED CANCELLATION PREMIUM

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than 25% of the original premium.

_____/_____
AUTHORIZED REPRESENTATIVE DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2004495	06/05/2024	US BUILDERS & CONSULTANTS INC	04726

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company, at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the court. In a suit instituted against it under this contract, the Company agrees to abide by the final decision of the court or of any appellate court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of the Company's right to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision therefor, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The person named below is authorized and directed to accept service of process on behalf of the Company:

COMMISSIONER OF INSURANCE
300 CAPITOL MALL, 17TH FLOOR
SACRAMENTO, CA 95814

Having accepted service of process on behalf of the Company, the person designated above is authorized to mail the process or a true copy to:

CSC-LAWYERS INCORPORATING SERVICE
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833-3505

_____/_____
AUTHORIZED REPRESENTATIVE DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2004495	06/05/2024	US BUILDERS & CONSULTANTS INC	04726

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE—TWO OR MORE COVERAGE
FORMS OR POLICIES ISSUED BY US**

The following Condition is added to the Policy:

It is our stated intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or suit. Notwithstanding the other insurance provision, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same claim or suit, the maximum limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit of insurance under any one coverage part or policy.

This limitation does not apply to any underlying insurance or controlling underlying insurance.

This limitation does not apply to any policy specifically written as excess over this Coverage Part and for which this Coverage Part is underlying insurance or controlling underlying insurance.

Words and phrases that are not specifically defined within this endorsement will have the meaning described in the policy to which this endorsement is attached.

AUTHORIZED REPRESENTATIVE DATE





SCOTTSDALE INSURANCE COMPANY®

**COMMERCIAL EXCESS LIABILITY
SUPPLEMENTARY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE**

Policy No.: XLS2004495 Effective Date: 06/05/2024

12:01 A.M. Standard Time

Name Insured: US BUILDERS & CONSULTANTS INC Agent No.: 04726

Type of Coverage: General Liability

Insurer: Gemini Insurance Company

Policy Number : On File with Company

Policy Period: 06/05/2024 to 06/05/2025

Applicable Limits:

\$1,000,000 Occurrence Limit
\$1,000,000 Personal and Advertising Injury Limit
\$2,000,000 General Aggregate
\$2,000,000 Prod/Co Aggregate
General Aggregate Type: Per Project

Occurrence Claims-Made

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- c. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Coverage Part.

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
 - b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
 - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

- d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this 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 required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any "controlling underlying insurance".
2. The Limits of Insurance of this Coverage Part will apply as follows:
 - a. This insurance only applies in excess of the "retained limit".
 - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part. However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
 - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
 - d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

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

9. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2004495	06/05/2024	US BUILDERS & CONSULTANTS INC	04726

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTI-UNIT HABITATIONAL CONVERSION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

- A.** The following exclusion is added to **SECTION I—COVERAGES**, paragraph 2. **Exclusions:**

Multi-Unit Habitational Conversion

This insurance does not apply to “injury or damage” arising out of, related to, caused by, or associated with, in whole or in part, “your work,” ownership or financial interest in any building which is converted to “residential property” during the Policy Period set forth in the Declarations. This exclusion applies regardless of whether the conversion was performed by you or on your behalf.

However, this exclusion does not apply to:

1. “Your work” on “residential property” which meets all of the following criteria:
 - a. The work has been for repair and/or renovation only;
 - b. The work has been performed on an existing structure that already has a Certificate of Occupancy at the time that such operations first commenced; and
 - c. The repair and/or renovation work is contracted directly with an individual unit owner or individual home owner.
2. “Your work” on or associated with that portion of “mixed-use building(s)” that is not “residential property.”

We shall have no duty or obligation to defend any loss, claim or suit excluded by this endorsement; nor to pay any investigation or other loss adjustment expense.

- B.** For the purposes of this endorsement, the following definitions apply:

1. “Apartments” are defined as a multi-family residence where there is common ownership of individual units and common areas, but where all individual units are held for lease or rent by tenants who have no ownership interest in the units they lease or rent.
2. “Mixed-use building(s)” is defined as a building or a group of buildings that contain both “residential property” and commercial space.
3. “Residential property” is defined as property designed for domicile, including, but not limited to, single family dwelling, multi-unit subdivision, master planned community, cooperative, tract housing, townhome/townhouses, duplex, condominiums, lofts, timeshares, and “mixed-use building(s)”;

as well as all common areas. "Residential property" does not include "apartments," military barracks, multi-unit dormitory buildings, hotels, motels, nursing homes or assisted living facilities.

4. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

AUTHORIZED REPRESENTATIVE

DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Exclusion **c.** under Paragraph **2. Exclusions** of **Section I – Coverages** is replaced by the following:

Insurance provided under this Coverage Part does not apply to:

2. Exclusions

c. Pollution

- (1) "Injury or damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FUNGI OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Fungi Or Bacteria

- a. "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "injury or damage".
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following definition is added to the **Definitions** section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS LIABILITY EXCLUSION (NAMED INSURED)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **SECTION I—COVERAGES**, paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

Cross Liability

Any "injury or damage" arising out of any claim or suit brought by any Named Insured against another Named Insured.

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DESIGNATED OPERATIONS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Coverage does not apply to "injury or damage" arising out of the operations shown in the Schedule below.

SCHEDULE

DESCRIPTION OF EXCLUDED OPERATIONS:

ANY AND ALL OPERATIONS IN THE STATES OF LOUISIANA AND NEW YORK; ANY AND ALL WORK WITH BRIDGES, RAILROADS, AND SUBWAYS;

_____/_____
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PROFESSIONAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

SCHEDULE

Description of Professional Services

All professional services of any insured

The following exclusion is added to paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

Professional Liability

“Injury or damage” arising out of the rendering or failure to render any professional service shown in the **Schedule** above.

_____/_____
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CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

SCHEDULE

Description and Location of Operation(s):

ALL LOCATIONS AND OPERATIONS FOR WHICH YOU ARE COVERED UNDER A CONSOLIDATED, WRAP-UP OR SIMILAR INSURANCE PROGRAM

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

The following exclusion is added to paragraph 2. **Exclusions** of **SECTION I--COVERAGES**:

Insurance provided under this Coverage Part does not apply to:

Consolidated (Wrap-Up) Insurance Program

“Injury or damage” arising out of your operations at the location described in the Schedule of this endorsement, and that is covered by a consolidated (wrap-up) or similar insurance program.

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

- (1) Provides coverage identical to that provided by this Coverage Part; or
- (2) Has limits adequate to cover all claims

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WILDFIRE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

With respect to operations performed by you or for you, this insurance does not apply to "injury or damage" arising out of and/or caused by a "wildfire."

The following definition applies:

"Wildfire" means any fire that consumes more than one acre of land in any direction from where it originated, whether it originated from inside or outside of a building or other structure, "mobile equipment" or vehicle; "wildfire" includes heat, smoke or fumes.

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PFC/PFAS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of SECTION I—COVERAGES:

Insurance provided under this Coverage Part does not apply to:

“PFC/PFAS”

- a. “Injury or damage” which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any “PFC/PFAS”; or
- b. Any loss, cost or expense arising out of, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “PFC/PFAS” by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such “injury or damage.” This exclusion also applies regardless of whether any “PFC/PFAS” is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any “PFC/PFAS” occurs within or outside any building or other structure.

B. The following definition is added to SECTION IV—DEFINITIONS:

“PFC/PFAS” means:

- a. Any fluorosurfactant, perfluorinated chemical or compound, or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to any per- or polyfluorinated acid (including, without limitation, perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), and per- and polyfluorether carboxylic acids), per- or polyfluorinated sulfonamide, per- or polyfluorinated iodide, per- or polyfluorinated aldehyde, per- or polyfluorinated sulfonyl fluoride, per- or polyfluorinated fluorotoluene substance or per- or polyfluorinated sulfonamido substance; or
- b. Any perfluoroalkane or polyfluoroalkane substance, including but not limited to carbon tetrafluoride, perfluorooctane, and perfluoro-2-methylpentane; or
- c. Any fluorinated polymers, including but not limited to fluoropolymers, perfluoropolyethers and side-chain-fluorinated polymers; or

any of the associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals and derivatives, and related degradation or by-products of any such constituent.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for "PFC/PFAS"-related injury, damage, loss, cost or expense.

All other conditions and provisions of the policy remain unchanged by this endorsement.

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RESIDENTIAL PROJECT--LIMITED EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **SECTION I--COVERAGES**, paragraph **2. Exclusions**:

This insurance does not apply to "injury or damage" arising from, in connection with, or in any way related to, "your work" on any "residential project."

However, this exclusion shall not apply to "your work":

1. In the construction of "custom home(s)";
2. In the construction of "speculative (spec) home(s)";
3. That consists of repair, renovation or remodeling operations on structures officially certified for occupancy prior to the commencement of "your work" and contracted directly with an individual unit owner, individual homeowner, or contractor working under direct contract with the individual unit owner;
4. That consists of development, new construction, maintenance, repair, renovation or remodeling operations of the "common area(s)" in a "residential project";
5. Which is solely on or in commercial space of "mixed-use buildings";
6. That is related to the infrastructure of a community, including, but not limited to public streets, roads, right of ways, parking lots, sidewalks, water, sewer, gas, communications, or power lines, but this exclusion does apply to "your work" on any structure intended for habitation and/or work performed on residential lots under original development intended as a "residential project";
7. On or in apartment buildings; or
8. That involves the following scheduled project(s):

Project Description: Not Applicable Project Location: Not Applicable

For purposes of this endorsement, the following definitions apply:

1. "Common areas" means non-structural portions of the building that are areas not owned by an individual owner of the condominium or cooperative residence, but shared by all owners, either by percentage interest or owned by the management organization. "Common areas" may include, but are not limited to, clubhouses, recreational facilities, outdoor space, parking lots, and all other jointly used space. "Common areas" also include spaces which are used by all residents to enter and exit the property, such as lobbies, hallways or common corridors.

"Common areas" does not mean the structural portions of the building in which the individual residential units are located such as building infrastructure, exterior walls, foundations, roofs or windows.

2. "Custom home(s)" means houses of a unique plan or blueprint built to an owner's specifications.
3. "Mixed-use buildings" means a building or a group of buildings that contain both residential units and commercial space.
4. "Residential project" means any project involving the development or construction of property designed for domicile, including, but not limited to: single family "tract house," multi-unit subdivision, master planned community, townhome/townhouses, duplexes, triplexes, fourplexes, timeshares, condominiums, cooperatives, lofts and "mixed-use buildings." However, this definition does not apply to apartments, military barracks, multi-unit dormitory buildings, hotels, motels, nursing homes or assisted living facilities.
5. "Speculative (spec) home(s)" means houses built by a general contractor for sale after completion of construction that have a unique plan or blueprint and not built in conjunction with other houses of like design and blueprint.
6. "Tract house" means one of many houses of similar design constructed on a shared tract of land or in the same housing development.
7. Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON EXCLUSIONS AND CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following Exclusions are added to the policy, as described in this endorsement. Refer to the individual Exclusion wording.

Access Or Disclosure Of Confidential Or Personal Information

Asbestos

Care, Custody Or Control

Communicable Disease

Designated Work—Exterior Insulation And Finish Systems

Employees’ Retirement Income Security Act (E.R.I.S.A.)

Employment-Related Practices

Lead Contamination

Nuclear Energy Liability

Silica Or Silica-Related Dust

Underlying Sub-limits

Unmanned Aircraft

Violation Of Statutes

War Liability

The following Condition is added to the policy, as described in this endorsement. Refer to the individual Condition wording.

Follow Terms Of Controlling Underlying Insurance Except Where Inconsistent And Insured’s Duty to Provide Copy of Controlling Underlying Insurance Policy

A. The following exclusions are added to SECTION I—COVERAGES, subsection 2. Exclusions:

Access Or Disclosure Of Confidential Or Personal Information

- (1) "Injury or damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.
- (2) This exclusion applies to damages claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.
- (3) However, this exclusion does not apply to coverage for "injury or damage" provided under any "controlling underlying insurance" shown in the Declarations.

Asbestos

- (1) "Injury or damage" in any way or to any extent arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.
- (2) Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.
- (3) Any fees, fines, costs, or expenses of any nature whatsoever related to or resulting from the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

Care, Custody Or Control

Any "injury or damage" for property damage to any property:

- (1) You own, rent, lease, occupy or use;
- (2) In your care, custody or control; or
- (3) As to which you are for any purpose exercising physical control.

Communicable Disease

- (1) "Injury or damage" arising out of the actual or alleged transmission of or exposure to a "communicable disease," illness or condition related to any "communicable disease."
- (2) This exclusion applies even if claims against any insured allege negligence or other wrongdoing in the:
 - (a) Act or failure to act by any insured;
 - (b) Supervising, hiring, employing, training or monitoring of others or care of animals that may be infected with and spread a "communicable disease";
 - (c) Testing for a "communicable disease";
 - (d) Failure to prevent the spread of the "communicable disease"; or
 - (e) Failure to report the "communicable disease" to authorities as required by local, state or federal law, statute or regulation.

For purposes of this exclusion, the following definition applies:

“Communicable disease” means any infectious and/or contagious disease, including but not limited to, diseases caused by bacteria, fungi, protozoa, viruses, or any combination of the foregoing.

Designated Work—Exterior Insulation And Finish Systems

“Injury or damage” included in the products-completed operations hazard as defined in the “controlling underlying insurance” and arising out of your work or operations or liability assumed by any insured under any contract, agreement or warranty described as:

- (1) The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement of an “exterior insulation and finish system” (commonly referred to as synthetic stucco) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.
- (2) Any work or operation with respect to any exterior component, fixture or feature of any structure if any “exterior insulation and finish system” is used on any part of that structure.

For purposes of this exclusion, the following definition applies:

“Exterior insulation and finish system” means an exterior cladding or finish system used on any part of any structure, and consisting of:

- (a) A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
- (b) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- (c) A reinforced base coat; and
- (d) A finish coat providing surface texture and color.

Employees’ Retirement Income Security Act (E.R.I.S.A.)

Any obligation of the insured under the Employees’ Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto or any similar federal, state or local statute.

Employment-Related Practices

- (1) “Injury or damage” to:
 - (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person’s employment; or
 - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
 - (b) The spouse, child, parent, brother or sister of that person as a consequence of “injury or damage” to that person at whom any of the employment-related practices described in paragraphs (a) (i), (ii) or (iii) above is directed.
- (2) This exclusion applies whether the injury-causing event described in paragraphs (1)(a) (i), (ii) or (iii) above occurs before employment, during employment or after employment of that person.
- (3) This exclusion applies:
 - (a) Whether the insured may be liable as an employer or in any other capacity; and

- (b) To any obligation to share damages with or repay someone else who must pay damages because of the "injury or damage."

Lead Contamination

- (1) Any "injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of lead in any form.
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of lead by any insured or by any other person or entity.

Nuclear Damage Liability

- (1) Under any Liability Coverage, to "injury or damage":
 - (a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (ii) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- (2) Under any Liability Coverage, to "injury or damage" resulting from "hazardous properties" of "nuclear material," if:
 - (a) The "nuclear material":
 - (i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (ii) Has been discharged or dispersed therefrom;
 - (b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
 - (c) The "injury or damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, repair, demolition, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (c) applies only to property damage to such "nuclear facility" and any property thereat.

For purposes of this exclusion, the following definitions apply:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Injury or damage" includes all forms of radioactive contamination of property.

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for:

- (i) Separating the isotopes of uranium or plutonium;
 - (ii) Processing or utilizing "spent fuel"; or
 - (iii) Handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

"Waste" means any waste material:

- (a) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
- (b) Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

Silica Or Silica-Related Dust

- (1) "Injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust," by any insured or by any other person or entity.

For purposes of this exclusion, the following definitions apply:

"Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

"Silica-related dust" means a mixture or combination of silica and other dust or particles.

Underlying Sublimit(s)

An "event" covered in the "controlling underlying insurance" unless the "controlling underlying insurance" limit for "injury or damage" is at least equal to the Applicable Limits as shown on the Schedule Of Controlling Underlying Insurance.

Unmanned Aircraft

- (1) "Injury or damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft." Use includes operation and "loading or unloading."
- (2) 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 "event" which caused the "injury or damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft."
- (3) As used in this exclusion, "loading or unloading" means the handling of property:
 - (a) After it is moved from the place where it is accepted for movement into or onto an "unmanned aircraft";
 - (b) While it is in or on an "unmanned aircraft"; or
 - (c) While it is being moved from an "unmanned aircraft" to the place where it is finally delivered;But "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "unmanned aircraft."

For purposes of this exclusion, the following definition applies:

"Unmanned aircraft" means an aircraft that is not:

- (a) Designed;
- (b) Manufactured; or
- (c) Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

Violation Of Statutes

Any "injury or damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

War Liability

Any "injury or damage" however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. The fourth paragraph of the Coverage Form is deleted in its entirety.

C. The second paragraph under **SECTION III—CONDITIONS**, subsection 4. **First Named Insured** is deleted in its entirety.

D. The following condition is added to **SECTION III—CONDITIONS:**

Follow Terms Of Controlling Underlying Insurance Except Where Inconsistent And Insured's Duty to Provide Copy of Controlling Underlying Insurance Policy

- a. This policy, except where inconsistent with or supplementary to the "controlling underlying insurance," shall follow all terms and conditions of the "controlling underlying insurance," provided that such "controlling underlying insurance" is consistent with the bound coverage agreed to, in accordance with the warranties, terms, conditions, exclusions, and limitations as contained in the binder for the "controlling underlying insurance."
- b. Following the issuance of such "controlling underlying insurance" as set forth above, the first Named Insured shall forward to us a copy of such policy for review and agreement by us. If, upon review, we conclude that there are any differences and/or inconsistencies in coverage between the binder and the "controlling underlying insurance," such differences and/or inconsistencies shall not be binding upon us unless:
 - (1) We agree in writing; and
 - (2) If we so require, we agree to any additional premium and/or any amendments to the provisions of such Controlling Underlying Policy(ies) related to such differences and/or inconsistencies.

All other terms and conditions of this policy remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

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Policy Number:VCGP031990
Insured Name: US Builders & Consultants Inc
Number:

VE 01 84 12 13

Effective Date: 06/05/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT – SUBJECT TO A
MAXIMUM AGGREGATE**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Designated Construction Project(s): All construction projects for which you have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury", to provide project specific limits.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

5. All payments under this endorsement are subject to the Maximum Aggregate Limit of:

\$ 5,000,000

The Maximum Aggregate Limit is the most we will pay under this endorsement regardless of the number of Designated Construction Project General Aggregate Limits. The Maximum Aggregate Limit is not available to pay for damages or expenses other than as set forth in the endorsement.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: VCGP031990
Insured Name: US Builders & Consultants Inc
Number:

CG 20 37 04 13

Effective Date: 06/05/2024

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

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
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.

Policy Number: VCGP031990
Insured Name: US Builders & Consultants Inc
Number:

CG 20 18 12 19

Effective Date: 06/05/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MORTGAGEE,
ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All premises for which you have agreed in a written and executed contract prior to an "occurrence."
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 their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and 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. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

All other terms and conditions of this Policy remain unchanged.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Policy Number: VCGP031990
Insured Name: US Builders & Consultants Inc
Number:

CG 20 10 04 13

Effective Date: 06/05/2024

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
Any person or organization when you have agreed in a written and executed contract prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence."
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.

Policy Number: VCGP031990
Insured Name: US Builders & Consultants Inc
Number:

CG 20 12 12 19

Effective Date:06/05/2024

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: Any qualifying entity when you have agreed in a written and executed contract, prior to an "occurrence", that such qualifying entity be added as an additional insured on your policy
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

Policy: VCGP031990
Insured Name: US Builders & Consultants Inc
Number:

VE 04 11 09 13

Effective Date: 06/05/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Coverage	Limits of Insurance	Deductible
Non-Owned Auto Liability	\$1,000,000 Each Occurrence Limit	\$25,000
Hired Auto Liability	\$1,000,000 Each Occurrence Limit	\$25,000
	\$1,000,000 Aggregate Limit	

A. HIRED AUTO LIABILITY

The insurance provided under **Section I. - Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

B. NON-OWNED AUTO LIABILITY

The insurance provided under **Section I. - Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person other than you in the course of your business.

C. For the purposes of this endorsement only:

1. Exclusions **b., c., e., g., h., j., k., l., m.** and **n.** of paragraph 2., **Exclusions of Section I. - Coverage A – Bodily Injury And Property Damage Liability** do not apply.
2. The following exclusions are added to paragraph 2., **Exclusions of Section I. - Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) That the insured would have in the absence of the contract or agreement; or
 - (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.
- b. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily Injury" to domestic "employees" not entitled to workers compensation benefits.

c. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

D. For the purposes of this endorsement only, WHO IS AN INSURED (Section II) is deleted and replaced by the following:

SECTION II – WHO IS AN INSURED

1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You.
 - b. Any other person using a "hired auto" with your permission in the course of your business.
 - c. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.
 - d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs a., b. or c. above.
2. None of the following is an insured:
 - a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury.
 - b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household.
 - c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate.
 - d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee.
 - e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.



- E. For the purposes of this endorsement only, the definition of "insured contract" in DEFINITIONS (Section V.) is amended by the addition of the following:
9. "Insured contract" means:
- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- F. For the purposes of this endorsement only, the following definitions are added to the DEFINITIONS Section:
1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired auto" means any "auto" you hire, rent or borrow. This does not include any "auto" you hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.
3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business. This does not include "autos" owned, leased, hired, rented or borrowed by any subcontractor working on your behalf.
- G. The Each Occurrence and Aggregate Limits of Insurance set forth above are the most we will pay regardless of the number of "hired autos", "non-owned autos", claimants or insureds involved. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations. The Limits of Insurance designated in this endorsement in the Schedule above are included in, and are not in addition to, the Limits of Insurance shown in the Declarations.
- H. The coverage provided by this endorsement is excess over any other insurance, whether primary, excess, contingent or on any other basis. Any insurance available to the owner or driver of a "non-owned auto" or "hired auto" shall be considered primary.

Policy Number: VCGP031990
Insured Name: US Builders & Consultants Inc
Number:

VE 09 73 04 20

Effective Date: 06/05/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

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

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

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

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

All other terms and conditions of this Policy remain unchanged.

Policy Number: VCGP031990
Insured Name: US Builders & Consultants Inc
Number:

CG 24 04 12 19

Effective Date: 06/05/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule
Name Of Person(s) Or Organization(s): Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2024

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 RYSURE INSURANCE SOLUTIONS, LLC 5500 BOLSA AVE. #140C HUNTINGTON BEACH CA 92649		CONTACT NAME: MAZIN YEHIA PHONE (A/C, No., Ext): 714-907-3150 E-MAIL ADDRESS: RYSURELLC@GMAIL.COM FAX (A/C, No.): 714-840-0310	
INSURED U.S. BUILDERS & CONSULTANTS INC. 42 SORRENTO IRVINE CA 92614		INSURER(S) AFFORDING COVERAGE INSURER A: STATE COMPENSATION INSURANCE FUND INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35076	

COVERAGES

CERTIFICATE NUMBER: 1

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ BUS PROPERTY \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A <input type="checkbox"/> Y	9321459-23	07/20/2023	07/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Executive officer/ Member excluded
 RE: Temecula Valley Wine Country Archway Project No: D2-0111
 Certificate vesting City of Temecula

CERTIFICATE HOLDER**CANCELLATION**

County of Riverside Transportation Department, Att: Contracts/Bidding Unit 3525 14th Street Riverside CA 92501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Peter Ruthenbeck
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ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS

9321459-23
RENEWAL
NA

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JULY 20, 2023 AT 12.01 A.M.
AND EXPIRING JULY 20, 2024 AT 12.01 A.M.

PAGE 1 OF 1

ALLEFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

U.S. BUILDERS AND CONSULTANTS INC.
42 SORRENTO
IRVINE, CA 92614

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JULY 21, 2023

Kent R. LaLor
AUTHORIZED REPRESENTATIVE

Vernon Steiner
PRESIDENT AND CEO

2572

E - G

Insurer	Date Approved
Empire Indemnity Insurance Company (Oklahoma)	12/01/1995
Endurance American Specialty Insurance Company (Delaware) (Name changed from Traders & Pacific Insurance Company effective 06/08/2006)	02/23/1996
Energy Insurance Mutual Limited (Barbados)	12/17/1997
Evanston Insurance Company (Illinois)	08/11/1995
Everest Indemnity Insurance Company (Delaware)	08/14/1998
Everspan Indemnity Insurance Company (Arizona)	05/20/2024
Executive Risk Specialty Insurance Company (Connecticut)	09/01/1995
Fair American Select Insurance Company (Delaware)	07/28/2014
First Mercury Insurance Company (Delaware) (Domicile changed from Illinois to Delaware, effective 10/28/2015)	10/16/1997
Gemini Insurance Company (Delaware)	02/23/1998
General Security Indemnity Company of Arizona (Arizona) (Name changed from Fulcrum Insurance Company effective 05/03/2002)	09/01/1995
General Star Indemnity Company (Delaware) (Domicile changed from Connecticut to Delaware, effective 12/31/2012)	08/11/1995
Gotham Insurance Company (New York)	08/04/1995
Great American E&S Insurance Company (Delaware) (Name changed from Agricultural Excess and Surplus Insurance Company, effective 07/27/2000) (Domicile changed from Delaware to Ohio effective 02/18/2020)	06/30/1995
Great American Fidelity Insurance Company (Delaware) (Name changed from American Dynasty Surplus Lines Insurance Company, effective 06/27/2001) (Domicile changed from Delaware to Ohio effective 02/18/2020)	09/01/1995
Great American Risk Solutions Surplus Lines Insurance Company (Ohio) (Domicile changed from Delaware to Ohio effective 02/18/2020) (Name changed from American Empire Surplus Lines Insurance Company effective 07/17/2023)	09/01/1995
Great Lakes Insurance SE (Germany) (Domicile changed from UK to Germany and name changed from Great Lakes Reinsurance (UK) SE effective December 30, 2016) (Name changed from Great Lakes Reinsurance (UK) PLC (U.K.) effective 07/28/2015)	12/01/1995
GuideOne National Insurance Company (Iowa)	12/07/2015
Gulf Underwriters Insurance Company (Connecticut) (Domicile changed from Missouri to Connecticut, effective 10/01/2001)	07/07/1995

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H - L

Insurer	Date Approved
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Q - Z

Insurer	Date Approved
QBE Europe SA/NV (Belgium)	06/03/2022
QBE Specialty Insurance Company (North Dakota)	08/01/2003
QBE UK Limited (U.K.) (Name changed from QBE Insurance (Europe) Limited effective 12/31/2018) (Name changed from QBE International Insurance Limited effective 09/30/2005)	01/06/1999
Republic-Vanguard Insurance Company (Arizona)	03/18/2022
Richmond National Insurance Company (New Hampshire)	11/08/2023
Scottsdale Insurance Company (Ohio)	06/30/1995
Seneca Specialty Insurance Company (Delaware) (Domicile changed from Arizona to Delaware, effective 11/25/2014)	02/02/2004
Shelter Reinsurance Company (Missouri)	10/18/2007
SiriusPoint International Insurance Corporation (Sweden) (Name changed from Sirius International Insurance Corporation effective 06/07/2021)	02/08/1999
SiriusPoint Specialty Insurance Corporation (New Hampshire)	04/29/2024
Spinnaker Specialty Insurance Company (Texas)	06/14/2023
St. Paul Surplus Lines Insurance Company (Delaware)	07/06/1995
Starr Surplus Lines Insurance Company (Texas) (Domicile changed from Illinois to Texas effective 01/01/2018)	11/16/2010
StarStone Specialty Insurance Company (Delaware) (Name changed from Torus Specialty Insurance Company effective 09/21/2015) (Name changed from Praetorian Specialty Insurance Company effective 03/02/2009) (Name changed from Alea North America Specialty Insurance Company effective 10/02/2006)	12/22/2004
Steadfast Insurance Company (Illinois) (Domicile changed from Delaware to Illinois effective 12/31/2018)	07/18/1995
Summit Specialty Insurance Company (Nebraska)	08/15/2023
Superior Specialty Insurance Company (Delaware) (Domicile changed from Missouri to Delaware and name changed from Savers Property and Casualty Insurance Company effective 1/31/2019)	6/30/1995
Swiss Re Corporate Solutions Capacity (Missouri) (Name changed from First Specialty Insurance Corporation (Missouri) effective 08/01/2022)	02/01/1995
Swiss Re International SE (Luxembourg) (Name changed from SR International Business Insurance Company Limited (UK) effective 1/01/2008) (Domicile changed from UK to Luxembourg effective 01/01/2008)	10/27/1995
T.H.E. Insurance Company (Louisiana)	09/22/1995
Third Coast Insurance Company (Wisconsin)	02/03/2023

Bid

Date: 05/01/2024

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

Bidder: US Builders and Consultants Inc.
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of **Temecula Valley Wine Country Archway, Temecula Valley Area, Project No. D2-0111** hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** 01 (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

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

**Temecula Valley Wine Country Archway
Temecula Valley Area
Project No. D2-0111**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Temecula Valley Wine Country Archway						
1	066100	DUST ABATEMENT	LS	1	15,000	15,000
2	100100	DEVELOP WATER SUPPLY	LS	1	15,000	15,000
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	35,000	35,000
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	10,000	10,000
5	170103	CLEARING AND GRUBBING	LS	1	40,000	40,000
6	031201	CONSTRUCTION PROJECT FUNDING SIGN	EA	2	8,000	16,000
7	190101	ROADWAY EXCAVATION	CY	22	400	8,800
8	260203	CLASS 2 AGGREGATE BASE	CY	11	350	3,850
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	30	800	24,000
10	390132	HOT MIX ASPHALT (TYPE A)	TON	10	800	8,000
11	035601	48" CAST-IN-DRILLED-HOLE CONCRETE PILING [ARCHWAY FOUNDATION]	LF	34	1,500	51,000
12	035602	ARCHWAY STRUCTURE (FABRICATION, DELIVERY AND INSTALLATION)	LS	1	400,000	400,000
13	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	66	100	6,600
14	038701	CONDUIT AND CABLE	LF	650	109	70,850
15	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00

PROJECT

TOTAL: Seven Hundred and forty four thousand and one hundred dollars

\$ 744,100

ITEMS 1 - 15

"WORDS"

Bidder Data and Signature

Name of Bidder: Us Builders and Consultants Inc.

Type of organization: Corporation

Person(s) authorized to sign for Bidder: Tamer Awad, Vice President

Mohamed Almallah, President

Note:

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

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

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

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

Business Street Address: 126 Desert Lotus
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Irvine CA 92618

P.O. Box- Number: _____

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

Phone: (714) 317-8402

Facsimile: (949) 203-2116

E-mail: tamer@us-builders.com

Contractor's license number: 1067739

License Classification(s): Type A & B

Expiration date: 12/31/2024

Department of Industrial Relations Registration Number: 1000756487

Bidder Data and Signature (continued)

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

**Temecula Valley Wine Country Archway
Temecula Valley Area
Project No. D2-0111**

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

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

Signature:



Name (printed):

Tamer Awad

Title:

Vice President, Us Builders and Consultants Inc.
"Contractor"

Subcontractor List

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

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

Name of Bidder (Prime/General Contractor): US Builders and Consultant Inc.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	N-TEL Systems Inc.	1081583	1001082890	2595 Lawrence Ave, San Bernardino Ca 92404	9,10	<input type="checkbox"/>
2.	Shelby Electric	340393	1000006825	P O BOX 738 LAKE ELSINORE, CA 92531	14	<input type="checkbox"/>
3.	Yesco LLC DBA Yesco Signs LLC	980698	1000006650	10235 Bellegrave Avenue Jurupa Valley CA 91752	Logos work	<input checked="" type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

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

Percent of work to be performed by Subcontractors: 20 %

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

Non-Collusion Declaration

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

The undersigned declares:

I am the Vice President (Title) of Us Builders and Consultant Inc. (Company),
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

May (Month) 01 (Day) of 2024 (Year),

at Irvine (City), California (State).

Signature of Declarant:



Printed name of Declarant:

Tamer Awad

Name of Bidder (Company):

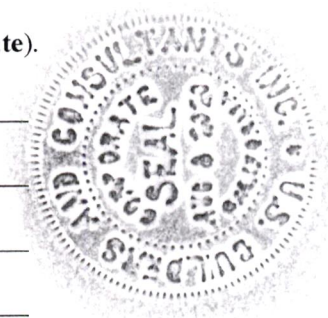
Us Builders and Consultant Inc.

Title or Office:

Vice President

Note: Notarization of signature required.

Check box if attachment is included.



CALIFORNIA CERTIFICATE OF 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 Orange)

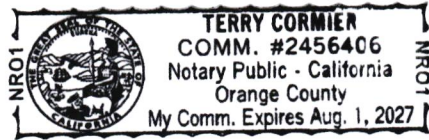
On 4/30/24 before me, Terry Cormier, Notary Public,
(here insert name and title of the officer)

personally appeared Tamer Awad

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

Tamer Awad

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Non-Collusion

containing 1 pages, and dated 5/1/24

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

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


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

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

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

Option #1 – Certification

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

<i>Contractor Name/Financial Institution (Printed)</i> US Builders and Consultants Inc.		<i>Federal ID Number (or n/a)</i> 85-2750426
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Tamer Awad		
<i>Date Executed</i> 05/01/2024	<i>Executed in</i> Irvine, CA	

Option #2 – Exemption

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

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

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

Opt Out of Payment Adjustments for Price Index Fluctuations

**Temecula Valley Wine Country Archway
Temecula Valley Area
Project No. D2-0111**

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

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

Date: 05/01/2024

Company Name (Bidder): Us Builders and Consultant Inc.

Signature:  _____

(Signature of Company's authorized officer or designated representative)

Name (printed): Tamer Awad

Title: Vice President

Bid Bond

Recitals:

1. U.S. Builders & Consultants, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Temecula Valley Wine Country Archway, Temecula Valley Area, Project No. D2-0111 in accordance with a Notice Inviting Bids from the County.
2. Merchants Bonding Company (Mutual) a Iowa corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

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

Dated: April 22nd, 2024

Signatures:

Merchants Bonding Company (Mutual)

U.S. Builders & Consultants, Inc.

By: Christina Rogers

By: [Signature]

Title: Christina Rogers

Title: vice president

Attorney in Fact
"Surety"

"Contractor"



STATE OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

See Attached Required California All-Purpose Acknowledgement

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

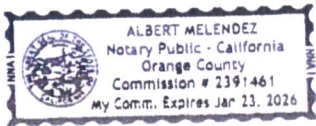
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On APR 22 2024, before me, Albert Melendez, Notary Public,
personally appeared Christina Rogers

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

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



WITNESS my hand and official seal.

SIGNATURE [Handwritten Signature]

PLACE NOTARY SEAL ABOVE

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

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

CALIFORNIA CERTIFICATE OF 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 Orange)

On 4/30/24 before me, Terry Cormier, Notary Public
(here insert name and title of the officer)

personally appeared Tamer Awad

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]

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bid Bond

containing 1 pages, and dated 4/22/24

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Albert Melendez; Christina Rogers; Erik Johansson; Jennifer Anaya; Joaquin Perez; Martha Barreras; Melissa Lopez

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

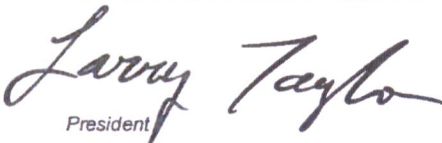
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

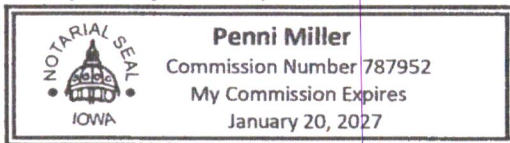


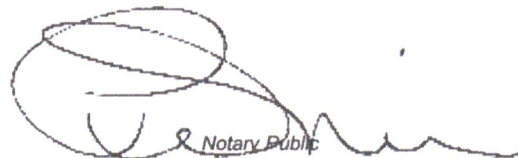
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of April, 2024.




Secretary

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS BONDING COMPANY (MUTUAL)



By: _____

Larry Taylor

Larry Taylor, President

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

COMPANY PROFILE

Company Information

MERCHANTS BONDING COMPANY (MUTUAL)
6700 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

Old Company Names **Effective Date**

Agent For Service

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

Reference Information

NAIC #:	14494
California Company ID #:	2482-8
Date Authorized in California:	01/27/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	IOWA

[back to top](#)

NAIC Group List

NAIC Group #: 3479 Merchants Bonding Co Grp

Lines Of Business

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

- LIABILITY
- MISCELLANEOUS
- SURETY

[back to top](#)



Dennis Acuna, P. E., T. E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Transportation Department

Hector D. Davila, P.E.
Deputy for Transportation/
Capital Projects
Russell Williams
Deputy for Transportation/
Planning and Development

ADDENDUM NUMBER 1

Dated April 18, 2024

to the
Specifications and Contract Documents
for the construction of

Temecula Valley Wine Country Archway
Temecula Valley Area
Project No. D2-0111

Bids Due: (Revised)
Wednesday, May 1, 2024; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

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

<https://trans.rctlma.org/notices-inviting-bids>

MODIFICATIONS/ CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: The new designated date and time for the receipt and opening of bids is revised as follows:

Wednesday, May 1, 2024; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

Prepared by:  _____
Joel Jimenez, Engineering Project Manager, Contracts/Bidding Unit

Acknowledged:  _____ Date: 05/01/2024
(Contractor)

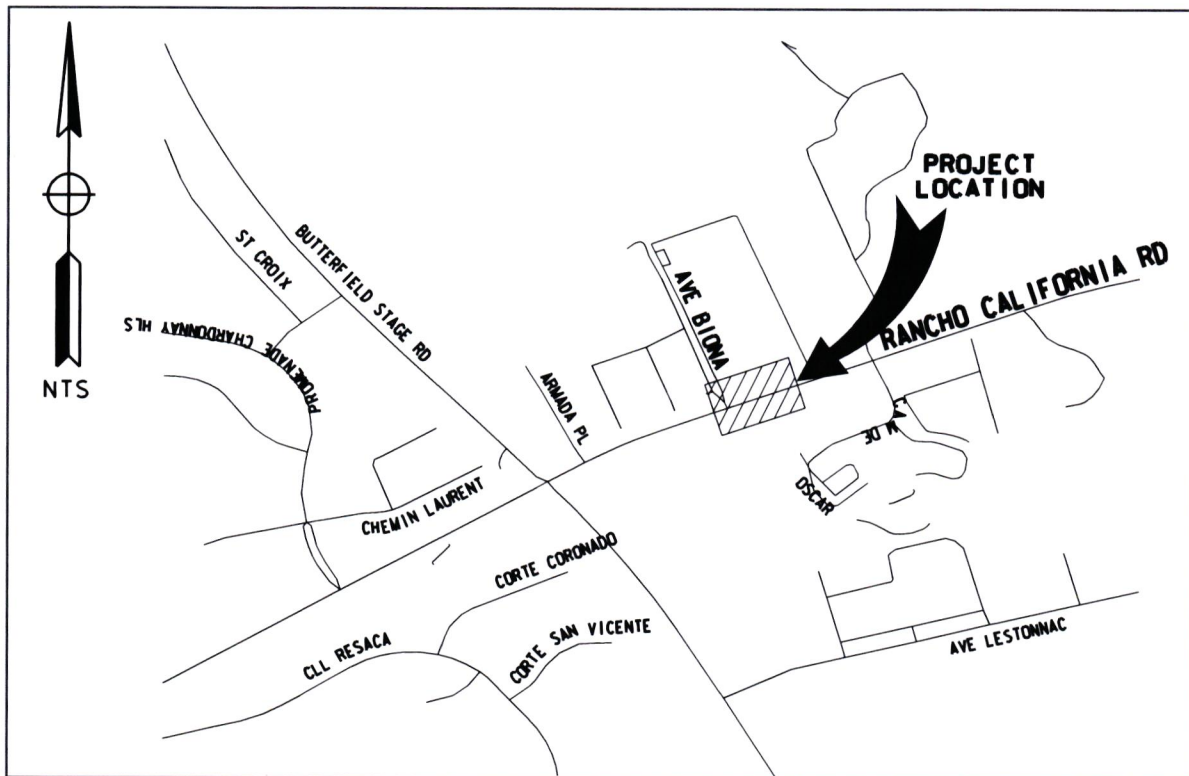
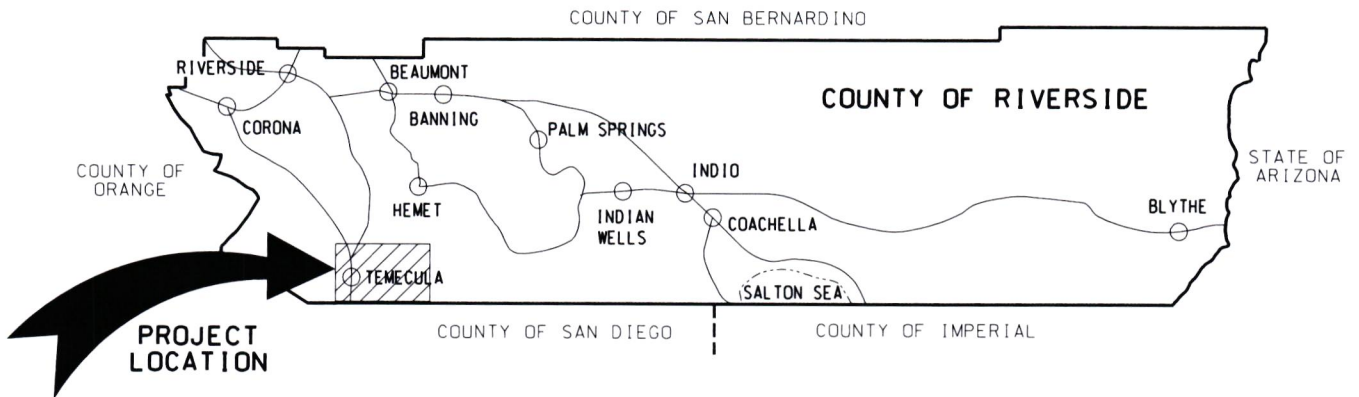
JRJ:jrj

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

TEMECULA VALLEY WINE COUNTRY ARCHWAY

TEMECULA VALLEY AREA

PROJECT No. D2-0111



VICINITY MAP

Attachment "A"

Riverside County Transportation Department

Project: **TEMECULA VALLEY WINE COUNTRY
ARCHWAY**

Project No.(s): **D2-0111**

Expenses as of: **6/15/2024**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
A Preliminary Survey					
B Design	130,830	5,000	135,830	91,000	136,000
C Environmental	5,240		5,240	5,000	6,000
D Right-of-way					
E Construction		744,100	818,510	684,000	819,000
Construction Contingency 10%		74,410			
F Construction Engineering & Inspection 15%	1,312	111,615	112,927	15,000	113,000
G Construction Survey 5%		37,205	37,205	5,000	38,000
H Utilities					
Totals:	137,382	972,330	1,109,712	800,000	1,112,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
328	Combined Improvement Fund	430,000	742,000
386	Unincorporated Communities Initiative Funds	370,000	370,000
Totals:		800,000	1,112,000

Comments

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Temecula Valley Wine Country Archway
Temecula Valley Area
Project No. D2-0111**

Advertised: April 2, 2024 (Agenda Item: 3.39)

Addenda: 1(4/18/24)

Bids Open: 2 pm Date: Wednesday, May 1, 2024

Company Name	Temecula Valley Wine Country Archway	Project Total
COUNTY'S ESTIMATE	623,140.00	\$623,140.00
1 US Builders and Consultants Inc.	744,100.00	\$744,100.00
2 Wakeco, Inc.	848,127.00	\$848,127.00
3 Lucas Builders, Inc.	855,172.00	\$855,172.00
4 Beador Construction Company, Inc.	988,299.98	\$988,299.98
5 Hardy & Harper, Inc.	1,200,000.00	\$1,200,000.00
<i>Average Bid Prices</i>	\$927,139.80	\$927,139.80

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Temecula Valley Wine Country Archway
Temecula Valley Area
Project No. D2-0111**

Advertised: April 2, 2024 (Agenda Item: 3.39)

Addenda: 1(4/18/24)

Bids Open: 2 pm Date: Wednesday, May 1, 2024

BASE BID SCHEDULE - Temecula Valley Wine Country Archway					COUNTY'S ESTIMATE		1 US Builders and Consultants Inc. Irvine, CA 92618	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	5,000.00	5,000.00	15,000.00	15,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	15,000.00	15,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,000.00	15,000.00	35,000.00	35,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	10,000.00	10,000.00
5	170103	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	40,000.00	40,000.00
6	031201	CONSTRUCTION PROJECT FUNDING SIGN	EA	2	1,500.00	3,000.00	8,000.00	16,000.00
7	190101	ROADWAY EXCAVATION	CY	22	80.00	1,760.00	400.00	8,800.00
8	260203	CLASS 2 AGGREGATE BASE	CY	11	80.00	880.00	350.00	3,850.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	30	30.00	900.00	800.00	24,000.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	10	140.00	1,400.00	800.00	8,000.00
11	035601	48" CAST-IN-DRILLED-HOLE CONCRETE PILING [ARCHWAY FOUNDATION]	LF	34	2,300.00	78,200.00	1,500.00	51,000.00
12	035602	ARCHWAY STRUCTURE (FABRICATION, DELIVERY AND INSTALLATION)	LS	1	426,200.00	426,200.00	400,000.00	400,000.00
13	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	66	50.00	3,300.00	100.00	6,600.00
14	038701	CONDUIT AND CABLE	LF	650	50.00	32,500.00	109.00	70,850.00
15	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00	40,000.00	40,000.00
PROJECT TOTAL ITEMS 1 - 15					623,140.00		744,100.00	

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Temecula Valley Wine Country Archway
Temecula Valley Area
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Bids Open: 2 pm Date: Wednesday, May 1, 2024

BASE BID SCHEDULE - Temecula Valley Wine Country Archway					2 Wakeco, Inc. Temecula, CA 92590		3 Lucas Builders, Inc. La Habra, CA 90631	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	20,000.00	20,000.00	10,000.00	10,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	28,179.00	28,179.00	5,000.00	5,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	43,179.00	43,179.00	20,000.00	20,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	28,179.00	28,179.00	5,000.00	5,000.00
5	170103	CLEARING AND GRUBBING	LS	1	53,179.00	53,179.00	48,000.00	48,000.00
6	031201	CONSTRUCTION PROJECT FUNDING SIGN	EA	2	4,090.00	8,180.00	2,500.00	5,000.00
7	190101	ROADWAY EXCAVATION	CY	22	1,281.00	28,182.00	700.00	15,400.00
8	260203	CLASS 2 AGGREGATE BASE	CY	11	300.00	3,300.00	1,000.00	11,000.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	30	28.00	840.00	300.00	9,000.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	10	770.00	7,700.00	1,000.00	10,000.00
11	035601	48" CAST-IN-DRILLED-HOLE CONCRETE PILING [ARCHWAY FOUNDATION]	LF	34	1,618.00	55,012.00	5,000.00	170,000.00
12	035602	ARCHWAY STRUCTURE (FABRICATION, DELIVERY AND INSTALLATION)	LS	1	455,219.00	455,219.00	416,000.00	416,000.00
13	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	66	83.00	5,478.00	292.00	19,272.00
14	038701	CONDUIT AND CABLE	LF	650	110.00	71,500.00	110.00	71,500.00
15	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00	40,000.00	40,000.00
PROJECT TOTAL ITEMS 1 - 15					848,127.00		855,172.00	

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Temecula Valley Wine Country Archway
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BASE BID SCHEDULE - Temecula Valley Wine Country Archway					4 Beador Construction Company, Inc. Costa Mesa, CA 92626		5 Hardy & Harper, Inc. Lake Forest, CA 92630	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	5,000.00	5,000.00	20,000.00	20,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	20,000.00	20,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,000	15,000.00	205050	205,050.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	10,000.00	10,000.00
5	170103	CLEARING AND GRUBBING	LS	1	12,000.00	12,000.00	100,000.00	100,000.00
6	031201	CONSTRUCTION PROJECT FUNDING SIGN	EA	2	1,500.00	3,000.00	3,000.00	6,000.00
7	190101	ROADWAY EXCAVATION	CY	22	640	14,080.00	1000	22,000.00
8	260203	CLASS 2 AGGREGATE BASE	CY	11	932.18	10,253.98	900.00	9,900.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	30	320.00	9,600.00	175.00	5,250.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	10	360.00	3,600.00	1,800.00	18,000.00
11	035601	48" CAST-IN-DRILLED-HOLE CONCRETE PILING [ARCHWAY FOUNDATION]	LF	34	1,650.00	56,100.00	1,200.00	40,800.00
12	035602	ARCHWAY STRUCTURE (FABRICATION, DELIVERY AND INSTALLATION)	LS	1	640,466.00	640,466.00	550,000.00	550,000.00
13	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	66	200	13,200.00	250	16,500.00
14	038701	CONDUIT AND CABLE	LF	650	240.00	156,000.00	210.00	136,500.00
15	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	40,000.00	40,000.00	40,000.00	40,000.00
PROJECT TOTAL ITEMS 1 - 15					988,299.98		1,200,000.00	



Dennis Acuna, P. E., T. E.
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Prepared by: _____

Joel Jimenez, Engineering Project Manager, Contracts/Bidding Unit

Acknowledged: _____

(Contractor)

Date: _____

JRJ:jrj



**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

SPEAKER'S NAME: Greg Langworthy

Address: _____
(Only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: 7/30/2024 **Agenda #** 3.90

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** X _____ **Neutral**

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

Parking validations available for speakers only – see Clerk of the Board.