

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



**ITEM: 3.94  
(ID # 25530)**

**MEETING DATE:**  
Tuesday, August 27, 2024

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Accept the Low Bid and Award the Contract for the Construction of the Buck Road – Warren Road Resurfacing Project, in the Communities of Rancho California and French Valley; District 3. [\$1,528,013 Total Cost - Gas Tax/SB-1 100%]

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

1. Accept the low bid of Vance Corporation of Beaumont, California in the amount of \$1,528,013;
2. Award the contract to Vance Corporation and authorize the Chair of the Board to execute the contract documents; and
3. Approve the project proposed budget as shown on Attachment "A".

**ACTION:Policy**

  
Dennis Acuna, Director of Transportation 7/15/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: August 27, 2024  
xc: Trans.

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,528,013	\$ 0	\$ 1,528,013	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Gas Tax/SB-1 (100%).  There are no General Funds used in this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25	

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

**BACKGROUND:**

By Minute Order dated May 7, 2024 (Agenda Item 3.24), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Buck Road – Warren Road Resurfacing Project, in the communities of Rancho California and French Valley area of the County of Riverside.

The project limits are between the intersection of Buck Road and Rancho California Road and Warren Road and Borel Road in the communities of Rancho California and French Valley area.

Buck Road – Warren Road is a two-lane facility with a road width of 26 feet and is currently classified as mountain arterial road in the circulation element of the County of Riverside General Plan. Buck Road becomes Warren Road at the intersection with East Benton Road. The areas in the immediate vicinity include wineries and open fields.

Roadway resurfacing is needed due to the deteriorated pavement conditions. Mainly, the resurfacing project consists of grinding in place (pulverize) the existing Asphalt Concrete (AC) pavement, perform moisture conditioning, mixing and recompacting grindings with existing native material, and paving back the new base with Hot Mix Asphalt (HMA).

Additional improvements include construction of asphalt concrete dike, construction of asphalt concrete driveways, construction of runoff infiltration areas adjacent to the roadway for removal of pollutants in stormwater, placement of safety edge and shoulder backing to protect the outside edge of pavement, safety features include placing of thermoplastic pavement markings, roadside signs, and other associated work.

The Contract includes the following schedules of work:

- Base Bid Schedule 1: Buck Road – Warren Road Resurfacing Project
- Alternative Bid Schedule 1: Not Selected for Award, Frontier Manhole Adjustments

Frontier has rejected the bid prices proposed by Vance Corporation for alternative bid schedule 1.

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

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

Project No. D1-0063

**Impact on Residents and Businesses**

The purpose of this project is to replace existing deteriorated pavement with new hot mix asphalt for the approximate 1.2 miles segment of Buck Road – Warren Road in the Communities of Rancho California and French Valley to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

The work is scheduled to begin in summer 2024. The work will be phased to keep the road open during construction as much as possible and will take approximately two months to complete.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Construction is expected to be completed in Fiscal Year 2024/2025 and will be funded with Gas Tax/SB-1 funds.

There are no General Funds used in this project.

**Contract History and Price Reasonableness**

A total of six bids were received on Wednesday May 29, 2024 ranging from \$1,534,392 to \$1,888,000. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by Vance Corporation in the amount of \$1,534,392 which is \$220,137 (17%) above the engineer's cost estimate.

The Transportation Department recommends the award of the contract to Vance Corporation in the amount of \$1,528,013. The contract amount (\$1,528,013) varies from the submitted bid amount (\$1,534,392) because Alternative Bid Schedule 1 in the amount of \$6,379 was not selected for award.

**ATTACHMENTS:**

Vicinity Map  
Attachment "A"  
Summary of Bids  
Contract/Bonds/Insurance  
Contractor's Bid Proposal

  
Jason Farin, Principal Management Analyst

8/21/2024

  
Aaron Gettis, Chief of Deputy County Counsel

8/8/2024

## 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 Vance Corporation, hereafter called "Contractor".

### WITNESSETH

#### Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Buck Road – Warren Road Resurfacing Project, Rancho California Road to Borel Road, Communities of Rancho California and French Valley, Project No. D1-0063, 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 (**none**), (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.

**Buck Road – Warren Road Resurfacing Project  
Rancho California Road to Borel Road  
Communities of Rancho California and French Valley  
Project No. D1-0063**

**Contract**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID SCHEDULE 1 - Buck Road – Warren Road Resurfacing Project</b>						
1	066100	DUST ABATEMENT	LS	1	214,371.91	214,371.91
2	100100	DEVELOP WATER SUPPLY	LS	1	5,798.90	5,798.90
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	78,685.70	78,685.70
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	11,734.18	11,734.18
5	170103	CLEARING AND GRUBBING	LS	1	11,182.31	11,182.31
6	031301	DESIGN POLLUTION PREVENTION INFILTRATION AREA	CY	917	84.79	77,752.43
7	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	21,186	1.53	32,414.58
8	190101 (F)	ROADWAY EXCAVATION	CY	917	55.81	51,177.77
9	190185	SHOULDER BACKING	LF	8,533	4.48	38,227.84
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	875	7.38	6,457.50
11	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	1,483	7.02	10,410.66
12	390132	HOT MIX ASPHALT (TYPE A)	TON	7,100	123.32	875,572.00
13	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	500	5.80	2,900.00
14	820410	SALVAGE ROADSIDE SIGN	EA	21	144.97	3,044.37
15	820840	ROADSIDE SIGN - ONE POST	EA	16	492.91	7,886.56
16	820850	ROADSIDE SIGN - TWO POST	EA	4	985.81	3,943.24
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	117	6.09	712.53
18	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,518	0.58	10,740.44

**Contract (Continued)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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**BASE BID SCHEDULE 1 - Buck Road – Warren Road Resurfacing Project (Continued)**

19	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	85,000.00	85,000.00
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BASE BID SCHEDULE 1: One million, five hundred twenty-eight thousand, twelve dollars and ninety-two cents **\$1,528,012.92**  
 ITEMS 1 - 19 "WORDS"

**ALTERNATIVE BID SCHEDULE 1 - Frontier Manhole Adjustments**

20	710212	ADJUST MANHOLE TO GRADE	EA	1	6,378.78	0.00
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ALT BID SCHEDULE 1: NOT SELECTED FOR AWARD **\$0.00**  
 ITEM 20 "WORDS"

**PROJECT TOTAL:** One million, five hundred twenty-eight thousand, twelve dollars and ninety-two cents **\$1,528,012.92**  
 ITEMS 1 – 20 "WORDS"

**Buck Road – Warren Road Resurfacing Project  
Rancho California Road to Borel Road  
Communities of Rancho California and French Valley  
Project No. D1-0063**

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

**COUNTY OF RIVERSIDE**

**VANCE CORPORATION**

BY: *Chuck Washington*  
CHUCK WASHINGTON  
Chair, Board of Supervisors

BY: *Derek Petarolo*

DATED: 8/27/2024

TITLE: President  
(If Corporation, affix Seal)

ATTEST:  
Kimberly A. Rector, Clerk of the Board

ATTEST:  
*R. A. Rector*

BY: *Manny Li*  
Deputy

TITLE: Vice President

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

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

License No.: 414567

Federal Employer Identification Number:  
95-3767799

Department of Industrial Relations Registration Number:  
1000008103

BY \_\_\_\_\_  
"County"

\_\_\_\_\_  
"Corporation"  
(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Riverside )

On June 11th, 2024 before me, Rachel E. Payne, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Devek Fito Rita  
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: Contract

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: Robert F Fawcett

**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: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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State of California )  
County of Riverside )  
On June 11th, 2020, before me, Rachel E. Payne, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Robert Esawitt  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
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: Contract  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: Derck Rotapota.

**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: \_\_\_\_\_

P.O. Box 575, Beaumont, CA 92223  
459 Egan Avenue, Beaumont, CA 92223  
(909) 355-4333 • Fax No. (909) 355-4339

## BOARD RESOLUTION APPOINTING OFFICERS

### APPOINTMENT OF OFFICERS.

**RESOLVED**, On April 29<sup>th</sup>, 2021 that the following person are elected to the office(s) indicated next to their names to serve until their successor(s) shall be duly elected, unless he or she resigns, is removed from office or is otherwise disqualified from serving as an officers of this corporation, to take their respective office(s) immediately to upon such appointment:

<u>Office</u>	<u>Name</u>
President and Chief Executive officer	<u>Derek Ritaita</u>
Vice President and Chief Financial Officer	<u>Robert Erault</u>
Secretary	<u>Christian Peacock</u>


**Resolved**, that the officers of this corporation are, and each acting alone is, hereby authorized to do and performed any and all such acts, including execution of any and all documents and certificates, as such officers shall deem necessary or advisable, to carry out the purpose and intent of the foregoing resolutions.


**Further Resolved**, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deed of this corporation.

There being no further business to come before the Board, the meeting was accordingly adjourned.

OFFICERS:

  
Derek Ritaita  
President, CEO

  
Christian Peacock  
Secretary

  
Robert Erault  
CFO

**Performance Bond**

**Recitals:**

1. **Vance Corporation** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Buck Road – Warren Road Resurfacing Project, Rancho California Road to Borel Road, Communities of Rancho California and French Valley, Project No. D1-0063.**
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 **\$1,528,012.92 (One million, five hundred twenty-eight thousand, twelve dollars and ninety-two 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 Vance Corporation 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 \$1,528,012.92 (One million, five hundred twenty-eight thousand, twelve dollars and ninety-two 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 Buck Road – Warren Road Resurfacing Project, Rancho California Road to Borel Road, Communities of Rancho California and French Valley, Project No. D1-0063.

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 \_\_\_\_\_

Title \_\_\_\_\_

Its Attorney In Fact

(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).

**ORIGINAL**

ISSUED IN TWO ORIGINAL COUNTERPARTS  
COUNTERPART NO. 1 OF 2

BOND NO. WCN7461139  
PREMIUM: INCLUDED IN THE  
PREMIUM CHARGED FOR THE  
PERFORMANCE BOND

THE PREMIUM IS PREDICATED ON  
THE FINAL CONTRACT PRICE AND  
IS SUBJECT TO ADJUSTMENT.

**Payment Bond**

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

The makers of this Bond are **Vance Corporation** as Principal and Original Contractor and Old Republic Surety Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$1,528,012.92 (One million, five hundred twenty-eight thousand, twelve dollars and ninety-two 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 **Buck Road – Warren Road Resurfacing Project, Rancho California Road to Borel Road, Communities of Rancho California and French Valley, Project No. D1-0063.**

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 7, 2024

Vance Corporation  
Original Contractor - Principal

Old Republic Surety Company  
Surety

By *[Signature]*

By *[Signature]*  
Julia B. Bales  
Its Attorney In Fact

Title *President*

(Corporate Seal)

(If corporation, affix 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* →  
*Acknowledgment*  
Notary Public (Seal)

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

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of Riverside

On June 11th, 2021 before me, Rachel E. Payne, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Derek Ritarita  
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 and/or Stamp Above

**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: Payment Bond  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: No Other Signers

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

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

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California }  
County of Riverside }

On JUN 07 2024 before me, Mariah Giselle Barela, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Julia B. Bales  
*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.

Place Notary Seal and/or Stamp Above

Signature MGB  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Partner –  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Old Republic Surety Company

of Brookfield, Wisconsin, organized under the laws of Wisconsin, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

SURETY, LIABILITY and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th day of December, 19 90, I have hereunto set my hand and caused my official seal to be affixed this 14th day of December, 19 90.



By

ROXANI M. GUILLESPIE  
Insurance Commissioner  
VICTORIA S. SIDBUKY  
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Julia B. Bales, Kenneth A. Coate, Renae N. Balderas, Andrea Paris of Riverside, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of January, 2023.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of January, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026

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

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



74 4030

Signed and sealed at the City of Brookfield, WI this 7th day of June, 2024.

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)

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- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**OLD REPUBLIC SURETY COMPANY**

**P.O. BOX 1635  
MILWAUKEE, WI 53201**

**Old Company Names**

**Effective Date**

**Agent For Service**

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

**Reference Information**

NAIC #:	40444
California Company ID #:	3254-0
Date Authorized in California:	12/14/1990
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WISCONSIN

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**NAIC Group List**

NAIC Group #: **0150** OLD REPUBLIC 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](#)

**ORIGINAL**

ISSUED IN TWO ORIGINAL COUNTERPARTS  
COUNTERPART NO. 1 OF 2

BOND NO. WCN7461139  
PREMIUM: \$18,780.00  
THE PREMIUM IS PREDICATED ON  
THE FINAL CONTRACT PRICE AND  
IS SUBJECT TO ADJUSTMENT.

**Performance Bond**

**Recitals:**

1. **Vance Corporation** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Buck Road – Warren Road Resurfacing Project, Rancho California Road to Borel Road, Communities of Rancho California and French Valley, Project No. D1-0063.**
2. Old Republic Surety Company \_\_\_\_\_, a Wisconsin \_\_\_\_\_ corporation (Surety), is the Surety under this Bond.

**Agreement:**

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$1,528,012.92 (One million, five hundred twenty-eight thousand, twelve dollars and ninety-two 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 7, 2024

By Vance Corporation

Old Republic Surety Company

By [Signature]

By \_\_\_\_\_

Title President

Type Name Julia B. Bales, Attorney-in-Fact

Its Attorney in Fact  
"Surety"

"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).**

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of Riverside }  
On June 11th, 2024 before me, Rachel E. Payne, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Derek Ritarita  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.  
Signature [Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: Performance Bond  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: No Other Signers  
**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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State of California }  
County of Riverside }

On JUN 07 2024 before me, Mariah Giselle Barela, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Julia B. Bales  
*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.

*Place Notary Seal and/or Stamp Above*

Signature *MGB*  
*Signature of Notary Public*

**OPTIONAL**

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

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Partner –  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Old Republic Surety Company

of Brookfield, Wisconsin, organized under the laws of Wisconsin, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

SURETY, LIABILITY and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th day of December, 1990, I have hereunto set my hand and caused my official seal to be affixed this 14th day of December, 1990.



ROXANI M. GUILLESPIE  
Insurance Commissioner  
VICTORIA S. SIDBUKY  
Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Julia B. Bales, Kenneth A. Coate, Renae N. Balderas, Andrea Paris of Riverside, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of January, 2023.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of January, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026

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

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 4030



Signed and sealed at the City of Brookfield, WI this 7th day of June, 2024.

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)



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- Workers' Compensation
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- 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**

**OLD REPUBLIC SURETY COMPANY**

**P.O. BOX 1635  
MILWAUKEE, WI 53201**

**Old Company Names**

**Effective Date**

**Agent For Service**

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

**Reference Information**

NAIC #:	40444
California Company ID #:	3254-0
Date Authorized in California:	12/14/1990
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WISCONSIN

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**NAIC Group List**

NAIC Group #: **0150** OLD REPUBLIC 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)  
06/24/2024

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).

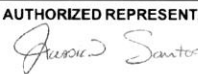
<b>PRODUCER</b> Saint Moore Insurance Agency 1150 Brookside Avenue, Suite Q  Redlands CA 92373	<b>CONTACT NAME:</b> Jessica Santos <b>PHONE (A/C, No, Ext):</b> (909) 793-2151 <b>E-MAIL ADDRESS:</b> jsantos@stmooreinsurance.com <b>FAX (A/C, No):</b> (909) 798-7068													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER B: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER C: Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER D: Palomar Excess &amp; Surplus Ins. Co</td> <td>16754</td> </tr> <tr> <td>INSURER E: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER F: Westchester Surplus Lines Ins</td> <td>10172</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Insurance America, Inc.	24554	INSURER B: Greenwich Insurance Company	22322	INSURER C: Insurance Company of the West	27847	INSURER D: Palomar Excess & Surplus Ins. Co	16754	INSURER E: XL Specialty Insurance Company	37885	INSURER F: Westchester Surplus Lines Ins
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<b>INSURED</b> Vance Corporation  PO BOX 575  Beaumont CA 92223 (909) 355-4333														

**COVERAGES** WC **CERTIFICATE NUMBER:** Cert ID 11687 (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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	NPC-1004869-02	07/01/2023	07/01/2024	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
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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	Y	Y	NBA-1004870-02	07/01/2023	07/01/2024	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 \$			NEC-6006537-02	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WSD5066479 01	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$
							\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Project No. D1-0063 Buck Road- Warren Road Resurfacing Project  
County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives, and Frontier, their elected and appointed officials, employees, agents, and representatives, as required by written contract, are recognized as additional insured per General Liability forms CG2010 1219 and CG2037 1219, GL Primary per form CG2001 1219, GL waiver per form XL 436 1208. Auto additional insured per form XIC 421 1013 including waiver. Workers Comp Waiver per form WC990634 800. Excess Liability is following form. 30-day notice of cancellation except 10-day notice for non-pay of premium.

<b>CERTIFICATE HOLDER</b>  County of Riverside Transportation Department Attn: Contracts/Bidding Unit 3525 14th Street Riverside CA 92501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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**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
Blanket as required by written contract.	Blanket as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract.	Blanket as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**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  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

**Primary And Noncontributory Insurance**

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

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

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



## ENDORSEMENT #

This endorsement, effective 12:01 a.m. 7/01/23 , forms a part of

Policy No. NPC-1004869-02 issued to

by

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

### ***XL Plus Endorsement***

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read this endorsement carefully to determine rights, duties, and what is and is not covered.

- A. Reasonable Force – Bodily Injury or Property Damage
- B. Damage To Premises Rented To You Extension
  - Perils of fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage
  - Limit increased to \$300,000
- C. Aircraft Chartered with Crew
- D. Non-Owned Watercraft
- E. Personal and Advertising Injury – Assumed by Insured Contract
- F. Increased Supplementary Payments
  - Cost for bail bonds increased to \$5,000
  - Loss of earnings increased to \$1,000 per day
- G. Broadened Named Insured
- H. Blanket Additional Insured – Managers or Lessors of Premises
- I. Blanket Additional Insured – Lessor of Leased Equipment
- J. Injury to Co-Employees and Co-Volunteer Workers
- K. Knowledge and Notice of Occurrence or Offense
- L. Unintentional Omission
- M. Liberalization
- N. Blanket Waiver of Subrogation
- O. Incidental Medical Malpractice Injury
- P. Extension of Coverage – Bodily Injury
- Q. Coverage Territory

**A. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

Exclusion a. Expected Or Intended Injury of Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I – Coverages is deleted in its entirety and replaced by the following:

[This insurance does not apply to:]

**Expected or Intended Injury or Damage**

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

**B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION**

1. The last paragraph of 2. Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I - Coverages is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damages to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. A separate limit of insurance applies to this coverage as described in Section III- Limits of Insurance.

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of Section III- Limits of Insurance is deleted in its entirety and replaced by the following:

6.a. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same “occurrence”, whether such damage results from fire, explosion, lightning, smoke, aircraft or vehicle or riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage or any combination of any of these.

b. The Damage to Premises Rented to You Limit will be the higher of:

- (1) \$300,000; or
- (2) The amount shown on the Declarations for Damage to Premises Rented to You Limit.



4. Paragraph **9.a.** of the definition of "insured contract" under Section **V- Definitions**, is deleted in its entirety and replaced by the following:

["Insured contract" means:]

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage to premises while rented to you, or temporarily occupied by you with the permission of the owner is not an "insured contract".
5. This Article **B.** does not apply if coverage for Damage to Premises Rented to You of Coverage **A. Bodily Injury And Property Damage Liability** of Section **I – Coverages** is excluded by endorsement.

#### **C. AIRCRAFT CHARTERED WITH CREW**

1. The following is added to the exceptions contained in Exclusion **g.**, Aircraft, Auto or Watercraft in Part **2.**, Exclusions of Coverage **A. Bodily Injury And Property Damage** of Section **I – Coverages**:

[This exclusion does not apply to:]

Aircraft chartered with crew to any insured.

2. This Article **C.** does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Article **C.** shall be excess over any valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

#### **D. NON-OWNED WATERCRAFT**

1. The exception contained in Subparagraph **(2)** of Exclusion **g.** Aircraft, Auto or Watercraft in Part **2.**, Exclusions of Coverage **A. Bodily Injury And Property Damage Liability** of Section **I – Coverages** is deleted in its entirety and replaced by the following:

**(2)** A watercraft you do not own that is:

**(a)** 50 feet long or less; and

**(b)** Not being used to carry persons or property for a charge;

2. This Article **D.** applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. This insurance provided by this Article **D.** shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

#### **E. PERSONAL AND ADVERTISING INJURY – ASSUMED BY INSURED CONTRACT**

1. Exclusion **e.** Contractual Liability in Part **2.**, Exclusions of Coverage **B. Personal And Advertising Injury Liability** of Section **I – Coverages** is deleted in its entirety and replaced by the following:

[This insurance does not apply to:)

**e. Contractual Liability**

“Personal and Advertising Injury” for which the insured has assumed 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 written contract or agreement that is an “insured contract”; provided the “personal and advertising injury” is caused by an offense which occurs subsequent to the execution of the contract or agreement.
2. Subparagraph **f.** of the definition of “insured contract” Section **V.-** Definitions is deleted in its entirety and replaced by the following:
- f.** That part of any other contract or agreement pertaining to your business, including an indemnification of a municipality in connection for work performed for a municipality, under which you assume the tort liability of another party to pay for “bodily injury”, “property damage” or “personal and advertising injury” to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
2. This Article **E.** does not apply if Coverage **B.** Personal And Advertising Injury Liability is excluded by endorsement.

**F. INCREASED SUPPLEMENTARY PAYMENTS**

Subparagraphs **1. b.** and **d.** of Supplementary Payments – Coverages **A** And **B** of Section **I** - Coverages are amended as follows:

1. In Subparagraph **b.**, the amount we will pay for the cost of bail bonds is increased up to \$5,000.
2. In Subparagraph **d.**, the amount we will pay for a loss of earnings is increased up to \$1,000 a day.

**G. BROADENED NAMED INSURED**

1. The Named Insured in Item **1.** of the Declarations is as follows:  

The person or organizations named in Item **1.** of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date that you no longer maintain ownership of, or majority interest in, such organization.
2. This Article **G.** does not apply to any person or organization for which coverage is excluded by endorsement.

#### **H. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

1. Section II-Who Is An Insured is amended to include as an insured any person or organization with whom you have agreed in a written contract executed prior to loss (an "additional insured"), but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:
  - a. Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits you agreed to provide, or the limits shown on the Declarations, whichever is less.
  - b. The insurance afforded to the "additional insured" does not apply to:
    - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises;
    - (2) Any premises for which coverage is excluded by endorsement; or
    - (3) Structural alterations, new construction or demolition operations performed by or on behalf of such "additional insured".
2. The insurance afforded to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

#### **I. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

1. Section II-Who Is An Insured is amended to include an "additional insured" (as defined in Article H. above), but only with respect to their liability arising out of maintenance, operation or use by you of equipment leased to you by such "additional insured", subject to the following provisions:
  - a. Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
  - b. The insurance afforded to the "additional insured" does not apply to:
    - (1) Any "occurrence" that takes place after the equipment lease expires; or
    - (2) "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
2. The insurance provided to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have a written contract for this insurance to apply on a primary or contributory basis.

#### **J. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

1. Section II- Who Is An Insured is amended to include your "employees" as insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.

2. Section II – Who Is An Insured is amended to include your “volunteer workers” as insureds with respect to “bodily injury” to a co-“volunteer worker” while performing duties related to the conduct of your business, or to your “employees” employment by you, provided that this coverage for your “volunteer workers” does not apply while performing duties unrelated to the conduct of your business.

#### **K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit of the Section IV - Commercial General Liability Conditions:

Notice of an “occurrence” or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the “occurrence” or offense has been reported to any insured listed under Paragraph 1. of Section II-Who Is An Insured or any “employee” (such as insurance, loss control, risk manager or administrator) designated by you to give such notice.

Knowledge of any other “employee(s)” of an “occurrence” or of an offense does not imply that you also have such knowledge.

Notice shall be deemed prompt if given in good faith as soon as practicable to your workers compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an “employee” (such as an insurance, loss control, or risk manager or administrator) designated by you to give such notice discovers that the “occurrence”, offense or claim may involve this policy.

#### **L. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., Representations, of Section IV- Commercial General Liability Conditions:

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Article L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws or regulations.

#### **M. LIBERALIZATION**

The following is added to Section IV-Commercial General Liability Conditions:

##### **Liberalization**

After the issuance of this policy, if we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without a premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

## **N. BLANKET WAIVER OF SUBROGATION**

The following is added to Section **IV**-Commercial General Liability Conditions:

### **Waiver of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

## **O. INCIDENTAL MEDICAL MALPRACTICE INJURY**

1. For insurance applicable to this Article O, the definition of "bodily injury" in Section **V** - Definitions is amended to include, "Incidental Medical Malpractice Injury".

2. The following definition is added to Section **V**- Definitions:

"Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan Services". As used in this Article **O.**, "Good Samaritan Services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. Paragraph **2.a.(1)(d)** of Section **II** -Who Is An Insured does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in Paragraph **2.** above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph **2.** Exclusions of Coverage **A.** – Bodily Injury And Property Damage Liability of Section **I** – Coverages:

[This insurance does not apply to:]

### **Willful Violation of Penal Statute**

Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.

5. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services described in Paragraph **2.a.** through **2.d.** above to any one person, will be considered one "occurrence".

6. This Article **O.** does not apply if you are in the business or occupation of providing any of the services described in Paragraph **2.** above.

7. The insurance provided by this Article **O.** shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

**P. EXTENSION OF COVERAGE – BODILY INJURY**

The definition of “bodily injury” Section **V-** Definitions is deleted in its entirety and replaced by the following:

3. “Bodily injury” means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**Q. COVERAGE TERRITORY**

The definition of “coverage territory” Section **V-** Definitions is deleted in its entirety and replaced by the following:

4. “Coverage territory” means anywhere in the world.

This insurance does not apply to:

- a. “bodily injury” or “property damage” that takes place; or
- b. “personal and advertising injury” caused by an offense committed

outside the United States of America (including its possessions and territories), Canada and Puerto Rico, unless a “suit” on the merits (to determine the insured’s responsibility to pay damages to which this insurance applies) is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico.

This insurance does not apply to damage, loss, cost or expenses in connection with any “suit” brought outside the United States of America (including its possessions and territories), Canada or Puerto Rico.



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

**XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

- A. Temporary Substitute Auto Physical Damage**
- B. Who Is An Insured**
  - 1. Broad Form Insured**
  - 2. Employees As Insureds**
  - 3. Additional Insured By Contract, Agreement or Permit**
  - 4. Employee Hired Autos**
- C. Supplementary Payments**
- D. Amended Fellow Employee Exclusion**
- E. Physical Damage Coverage**
  - 1. Rental Reimbursement**
  - 2. Extra Expense – Broadened Coverage**
  - 3. Personal Effects Coverage**
  - 4. Lease Gap**
  - 5. Glass Repair – Waiver Of Deductible**
- F. Physical Damage Coverage Extensions**
  - 1. Additional Transportation Expense**
  - 2. Hired Auto Physical Damage**
- G. Business Auto Conditions**
  - 1. Notice Of Occurrence**
  - 2. Waiver Of Subrogation**
  - 3. Unintentional Failure To Disclose Hazards**
  - 4. Primary Insurance**
- H. Bodily Injury Redefined**
- I. Extended Cancellation Condition**

**A. Temporary Substitute Auto Physical Damage**

**SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is changed by adding the following:

If Physical Damage coverage is provided by this Coverage Form, the following types of vehicles are also covered “autos” for Physical Damage coverage:

1. Any “auto” you do not own while used with the permission of its owner as a temporary substitute for a covered “auto” you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. “Loss”; or
  - e. Destruction.

**B. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is changed by adding the following:

**1. Broad Form Insured**

For any covered “auto”, any subsidiary, affiliate or organization, other than a partnership or joint venture, as may now exist or hereafter be constituted over which you assume active management or maintain ownership or majority interest, provided that you notify us within ninety (90) days from the date that any such subsidiary or affiliate is acquired or formed and that there is no similar insurance available to that organization. However, coverage does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization.

**2. Employees As Insureds**

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

**3. Additional Insured By Contract, Agreement Or Permit**

Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract, agreement or permit.

**4. Employee Hired Autos**

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



**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b.** is replaced with the following:

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

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

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

**C. Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is changed as follows:

Item (2) is deleted and replaced by the following:

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Item (4) is deleted and replaced by the following:

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

**D. Amended Fellow Employee Exclusion**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** does not apply.

The insurance provided under this Provision D. is excess over any other collectible insurance.

**E. Physical Damage Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is changed by adding the following:

**1. Rental Reimbursement**

- a. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning twenty-four (24) hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - (2) Thirty (30) days.
- c. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred.
  - (2) \$50 any one day per private passenger "auto";  
\$100 any one day per truck;  
\$1,500 any one period per private passenger "auto";  
\$3,000 any one period per truck; or  
Higher limits if shown elsewhere in this policy.
- d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

## **2. Extra Expense – Broadened Coverage**

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

## **3. Personal Effects Coverage**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for "personal effects" stolen from the "auto".

As used in this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

## **4. Lease Gap**

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

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

**5. Glass Repair – Waiver Of Deductible**

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

**F. Physical Damage Coverage Extensions**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by the following:

**1. Additional Transportation Expense**

**Sections a. and b.** are amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**2. Hired Auto Physical Damage**

The following section is added:

Any “auto” you lease, hire, rent or borrow is deemed to be a covered “auto” for physical damage coverage. The most we will pay for each covered “auto” is the lesser of:

- (1) the actual cash value;
- (2) the cost for repair or replacement; or
- (3) \$50,000, or higher limit if shown on the Declarations for Hired Auto Physical Damage Coverage.

For each covered “auto” a deductible of \$100 for Comprehensive Coverage and \$1,000 for Collision Coverage will apply.

**G. Business Auto Conditions**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions** is changed by the following:

**1. Notice Of Occurrence**

**Section 2. – Duties In The Event Of Accident, Claim, Suit Or, Loss, a.** is changed by adding the following:

If you report an injury to an “employee” to your workers’ compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with this condition will be waived if you provide us with the required notice as soon thereafter as practicable after you know or reasonably should have known that this insurance may apply.

**2. Waiver Of Subrogation**

**Section 5. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

However, this Condition does not apply to any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the “accident” or the “loss” under such contract with that person or organization.

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions** is changed by the following:

**3. Unintentional Failure To Disclose Hazards**

The following condition is added:

Your unintentional failure to disclose all hazards as of the inception date of the policy shall not prejudice any insured with respect to the coverage afforded by this policy.

**4. Primary Insurance**

**Condition 5. Other Insurance** is changed by adding the following:

For any covered "auto" this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a "loss".

**H. Bodily Injury Redefined**

**SECTION V – DEFINITIONS, C. "Bodily injury"** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**I. Extended Cancellation Condition**

**COMMON POLICY CONDITIONS (Form IL 00 17), A. Cancellation, 2.b.** is replaced by the following:

The greater of sixty (60) days or the time required by any applicable state amendatory endorsement before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.



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

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 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization  
**ANY PERSON OR  
ORGANIZATION FOR  
WHOM THE NAMED  
INSURED IS REQUIRED  
UNDER WRITTEN  
CONTRACT TO FURNISH  
THIS WAIVER.**

Job Description  
**ALL CA OPERATIONS**

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

Endorsement Effective **07/01/2023** Policy No. **WSD 5066479 01**

Endorsement No.

Insured **VANCE CORPORATION**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By



- The Extended Reporting Period will not go into effect unless the additional premium is paid by the due date. Once the additional premium due for the Extended Reporting Period has been paid, the premium will be considered to be fully earned.
- 5) The Extended Reporting Period described under 1.e.2) above starts at the end of the policy period and lasts for three years, unless a different number of years is indicated on the Extended Reporting Period Endorsement Schedule. It applies only to claims subject to the following requirements:
- a) the act, error, omission, injury, event, incident, or offense took place in the "coverage territory";
  - b) the act, error, omission, injury, event, incident, or offense began on or after any Retroactive Date shown in the "declarations" and before the end of the policy period that applies to this coverage; and
  - c) a claim is first made against an "insured" during the Extended Reporting Period.
- 6) The Extended Reporting Period described under 1.e.2) above is subject to a separate aggregate "limit" of insurance, equal in amount to the General Aggregate Limit dollar amount shown in the "declarations". The Extended Reporting Period Aggregate Limit applies to the entire term of the Extended Reporting Period, regardless of the number of years the Extended Reporting Period is in effect.
- f. "Damages" due to "bodily injury" include "damages" claimed by any person or organization for care, loss of services, or death that may result at any time from such "bodily injury".
- g. If a contract or agreement requires that coverage be provided to an "insured" who is an additional insured covered by "underlying insurance", the most "we" will pay on behalf of the additional insured is the "limit" required by the contract or agreement, less any amounts payable by any "underlying insurance".
- h. When injury or damage arising out of an exposure covered by "underlying insurance" is subject to a separate "limit" under the terms of that coverage, this Commercial Excess/Umbrella Liability Coverage will apply to injury or damage arising out of that exposure only if the separate "limit" is shown in the Schedule of Underlying Insurance.
- i. The terms, definitions, conditions, and exclusions of the policies of "underlying insurance" govern the coverage provided under Coverage E -- Excess Liability, except for provisions pertaining to premium, right of recovery, cancellation or nonrenewal, insurance under more than one policy, defense, "limits", any agreement to renew, and the "terms" of this coverage.
2. Exclusions
- "We" do not pay for:
- a. injury or damage that is not covered by "underlying insurance" for any reason other than exhaustion of its "limit".
  - b. a claim based on violation of the responsibilities, obligations, or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974 as amended and any similar federal, state, or local laws, statutes, or regulations.
  - c. "bodily injury" if benefits are provided or are required to be provided by the "insured" under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.

- d. "bodily injury" sustained by an "employee" of the "insured" arising out of and in the course of employment as a master or member of the crew of any vessel.
- e. liability imposed by automobile no-fault laws or any similar laws; uninsured motorist or underinsured motorist laws; first party physical damage coverage; personal injury protection; or automobile medical payments coverage.
- f. "bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants".

However, this exclusion does not apply to "bodily injury" or "property damage" that is covered by "underlying insurance" or that would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

- g. "personal and advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" at any time.
- h. any loss, cost, or expense arising out of any:
  - 1) request, demand, order, statute, or regulation requiring that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
  - 2) claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

However, this exclusion does not apply to any loss, cost, or expense that is covered by "underlying insurance" or that would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

- i. "bodily injury" or "property damage" arising out of the use of "autos", "mobile equipment", watercraft, aircraft, or "recreational vehicles" in, or in the practice for, or the preparation for, prearranged professional or organized racing, speed, pulling or pushing, demolition, or stunt activities or contests.
- j. "bodily injury", "property damage", "personal and advertising injury", or any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising directly or indirectly out of violations of or alleged violations of:
  - 1) the Telephone Consumer Protection Act (TCPA), including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
  - 2) the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
  - 3) the Fair Credit Reporting Act (FCRA), including any amendments thereto, such as the Fair and Accurate Credit Transaction Act (FACTA), and any similar federal, state, or local laws, ordinances, statutes, or regulations; or
  - 4) any other federal, state, or local law, regulation, statute, or ordinance that restricts, prohibits, or otherwise pertains to the collecting, communicating, recording, printing, transmitting, sending, disposal, or distribution of material or information.

- k. "bodily injury" or "personal and advertising injury":
- 1) to a person arising out of any:
    - a) refusal to employ that person;
    - b) termination of employment of that person; or
    - c) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards that person; or
  - 2) to a spouse, child, parent, brother, or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person as a result of employment-related practices described in 1)a), 1)b), or 1)c) above.

This exclusion applies whether the injury as a result of 1)a), 1)b), or 1)c) above occurs before, during, or after employment of that person.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for "damages" arising out of 1)a), 1)b), 1)c), or 2) above.

- l. "bodily injury", "property damage", or "personal and advertising injury" caused directly or indirectly by the following:
- 1) war, including undeclared or civil war;
  - 2) warlike action by a military force, including action that is 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.

- m. any loss, cost, expense, or "damages" arising out of damage to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

However, this exclusion does not apply if such loss, cost, expense, or "damages" is covered by "underlying insurance" or would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

- n. any of the following:
- 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of lead;
  - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of lead;
  - 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of lead;
  - 4) any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of lead;
  - 5) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead; or



- 6) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of lead.
- o. any of the following:
  - 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of "silica";
  - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of "silica";
  - 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of "silica";
  - 4) any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of "silica";
  - 5) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "silica"; or
  - 6) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "silica".
- p. any of the following:
  - 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of asbestos, asbestos products, asbestos fibers, or asbestos dust;
  - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
  - 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
  - 4) any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
  - 5) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust; or
  - 6) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust.
- q. medical payments coverage or medical expenses that are provided regardless of fault, whether or not covered by "underlying insurance".



**Regulatory Office**

Dept: Regulatory  
505 Eagleview Blvd., Suite 100  
Exton, PA 19341-1120  
Telephone: 800-688-1840

**Issuing Company and Address:** GREENWICH INSURANCE COMPANY

**COMMERCIAL EXCESS/UMBRELLA LIABILITY DECLARATIONS**

**Policy Number:** NEC-6006537-02

**Renewal of Number:** NEC-6006537-01

**Producer:** NIP Group, Inc. t/a NIP Programs

Named Insured: Vance Corporation

**Address of Named Insured:**

P.O. Box 575  
Beaumont, CA 92223

- Individual                       Joint Venture                       Partnership                       Limited Liability Company
- Other (describe)

Corporation

**Description of Business:**

General Engineering Contractor

Policy Term: From: 07/01/2023 To: 07/01/2024  
12:01 am Standard Time at your mailing address shown above.

Retroactive Date (if any): \_\_\_\_\_ (Applicable to Claims-Made Coverage Only)

This replaces all previously issued policy Declarations, if any. This policy applies only to accidents, occurrences, offenses, or losses that happen during the policy term shown above. If the policy is written on a continuous basis, each period of one year ending on the anniversary date of this policy constitutes a separate policy period.

**Commercial Excess/Umbrella Liability Coverage**

Limits of Insurance:	Each Occurrence Limit	<u>\$5,000,000</u>
	Products/Completed Work Aggregate Limit	<u>\$5,000,000</u>
	General Aggregate Limit	<u>\$5,000,000</u>
Self-insured Retention		<u>\$0</u>

Premium \$55,276 Deposit Premium \_\_\_\_\_ Minimum Earned Premium \_\_\_\_\_

Audit Period (if applicable)

Annual  Semi-Annual  Quarterly  Monthly

**Schedule of Underlying Insurance**

(Show Insurer, policy number, policy period, and limits of insurance)

**Commercial Liability Limits:**

<u>  x  </u> w/ Personal & Advertising Injury Liability Coverage	Each Occurrence Personal & Advertising Injury	<u>\$1,000,000</u>
_____ w/ Broad Form Contractual Liability Coverage	General Aggregate	<u>\$1,000,000</u>
_____ w/ Non-Owned Auto Liability Coverage/Hired Auto Liability Coverage	Products/Completed Work Aggregate	<u>\$2,000,000</u>
	Fire Legal Liability	<u>\$2,000,000</u>
	Short Term Rented Premises	<u>\$100,000</u>
	Employee Benefits Liability	_____
	Employment Practices Liability	<u>See EBL Endt</u>
	Other _____	_____
<u>  x  </u> Occurrence Form		
_____ Claims Made Form		

Retroactive Date: \_\_\_\_\_  
Insurer: XL Insurance America, Inc.  
Policy Number: NPC-1004869-02  
Policy Period: 07/01/2023 TO 07/01/2024

**Commercial Auto Liability Limits:**

<u>  x  </u> w/Non-Owned Auto Liability Coverage/Hired Auto Liability Coverage	Combined Single Limit; Or Bodily Injury-Each Person	<u>\$1,000,000</u>
	Bodily Injury-Each Accident	_____
	Property Damage-Each Accident	_____
	Garage Aggregate Limit for Other Than Autos (if applicable)	_____

Insurer: Greenwich Insurance Company  
Policy Number: NBA-1004870-02  
Policy Period: 07/01/2023 TO 07/01/2024

**Employer's Liability Limits:**

Combined Single Limit; Or	_____
Bodily Injury by Accident, Each Accident	_____
Bodily Injury by Disease, Policy Limit	_____
Bodily Injury by Disease, Each Employee	_____

Insurer: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Policy Period: \_\_\_\_\_

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- Lines of Business
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- Company Enforcement Action
- Composite Complaints Studies

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- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**XL INSURANCE AMERICA, INC.**  
**677 WASHINGTON BLVD.**  
**STAMFORD, CT 06901**  
**800-622-7311**

**Old Company Names**

**Effective Date**

REPUBLIC CAS CO	12/29/1954
VANGUARD INSURANCE COMPANY	08/06/1998
WINTERTHUR INTERNATIONAL AMERICA INSURANCE COMPANY	10/27/2003

**Agent For Service**

AMANDA GARCIA  
 330 N Brand Blvd Ste 700  
 Glendale CA 91203

**Reference Information**

NAIC #:	24554
California Company ID #:	1384-7
Date Authorized in California:	07/01/1950
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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**NAIC Group List**

NAIC Group #: **0968** AXA INS GRP

**Lines Of Business**

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

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

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**COMPANY PROFILE**
**Company Information**
**GREENWICH INSURANCE COMPANY**

**677 WASHINGTON BLVD.  
STAMFORD, CT 06901  
800-622-7311**

**Old Company Names**

HARBOR INSURANCE COMPANY

**Effective Date**

03/19/1991

**Agent For Service**

AMANDA GARCIA  
330 N Brand Blvd Ste 700  
Glendale CA 91203

**Reference Information**

NAIC #:	22322
California Company ID #:	1312-8
Date Authorized in California:	05/01/1946
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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**NAIC Group List**

NAIC Group #: **0968** AXA INS GRP

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**COMPANY PROFILE**
**Company Information**

**INSURANCE COMPANY OF THE WEST**  
**PO BOX 509039**  
**SAN DIEGO, CA 92150-9039**

**Old Company Names**
**Effective Date**
**Agent For Service**

Michael Warnick  
 15025 Innovation Drive  
 San Diego CA 92128-3409

**Reference Information**

NAIC #:	27847
California Company ID #:	2071-9
Date Authorized in California:	05/17/1972
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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**NAIC Group List**

NAIC Group #: **0922** ICW Grp Assets Inc Grp

**Lines Of Business**

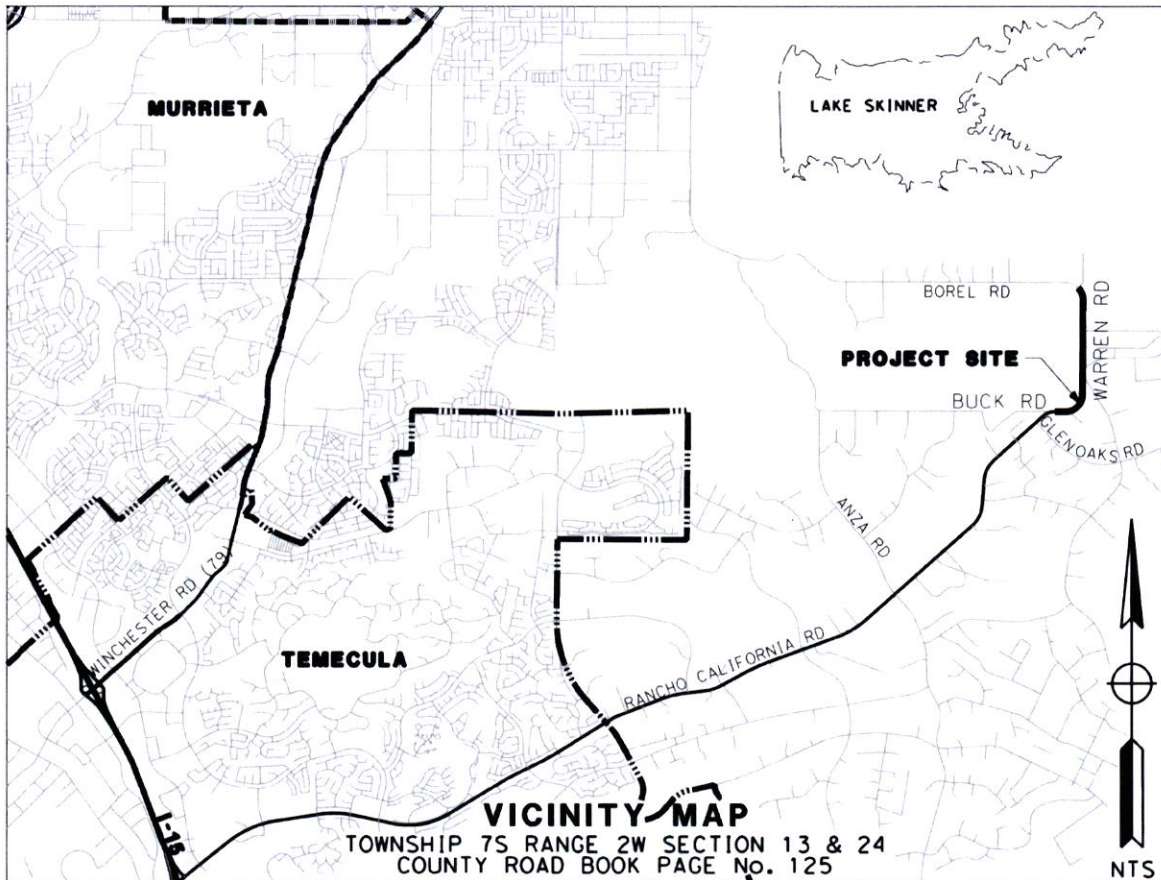
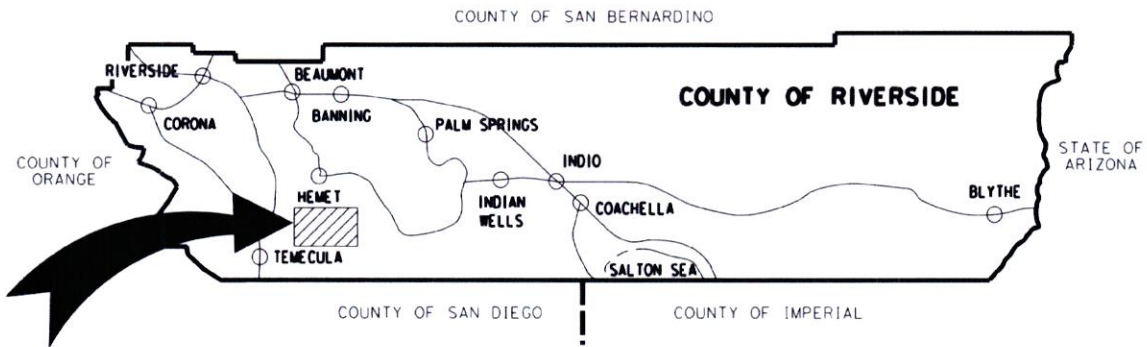
The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

- AIRCRAFT
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- TEAM AND VEHICLE
- WORKERS' COMPENSATION

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

**BUCK RD / WARREN RD**

RESURFACING  
RANCHO CALIFORNIA RD TO BOREL RD  
COMMUNITY OF RANCHO CALIFORNIA AND FRENCH VALLEY  
PROJECT No. D1-0063



# Attachment "A"

Riverside County Transportation Department

Project: **BUCK RD - WARREN RD  
RESURFACING**

Project No.(s): **D1-0063**

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	143,718	5,000	148,718	126,000	149,000
C Environmental	4,250		4,250	10,000	5,000
D Right-of-way					
E Construction		1,528,013			
Construction Contingency 10%		152,801	1,680,814	1,200,000	1,681,000
F Construction Engineering & Inspection 20%		306,000	306,000	240,000	306,000
G Construction Survey 5%		77,000	77,000	60,000	77,000
H Utilities					
<b>Totals:</b>	<b>147,969</b>	<b>2,068,814</b>	<b>2,216,783</b>	<b>1,636,000</b>	<b>2,218,000</b>

## Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	1,636,000	2,218,000
<b>Totals:</b>		<b>1,636,000</b>	<b>2,218,000</b>

## Comments

Printed: July 3,24 12:01 PM

BY: Christopher Barr



Riverside County Transportation Department  
Summary of Bids

PROJECT: Buck Road – Warren Road Resurfacing Project  
Rancho California Road to Borel Road  
Communities of Rancho California and French Valley  
Project No. D1-0063

Advertised: May 7, 2024 (Agenda Item: 3.24)  
Addenda: None  
Bids Open: 2 pm Date: Wednesday, May 29, 2024

Company Name	BASE BID SCHEDULE 1 Buck Road – Warren Road Resurfacing Project	ALTERNATIVE BID SCHEDULE 1 Frontier Manhole Adjustments	Project Total
<b>COUNTY'S ESTIMATE</b>	1,312,255.00	2,000.00	<b>\$1,314,255.00</b>
<b>1 Vance Corporation</b>	1,528,012.92	6,378.78	<b>\$1,534,391.70</b>
<b>2 ATP General Engineering</b>	1,588,068.50	5,000.00	<b>\$1,593,068.50</b>
<b>3 Hardy &amp; Harper, Inc.</b>	1,603,000.00	4,000.00	<b>\$1,607,000.00</b>
<b>4 All American Asphalt</b>	1,660,120.64	5,200.00	<b>\$1,665,320.64</b>
<b>5 R.J. Noble Company</b>	1,783,167.40	9,400.00	<b>\$1,792,567.40</b>
<b>6 Onyx Paving Company, Inc.</b>	1,881,000.00	7,000.00	<b>\$1,888,000.00</b>
<i>Average Bid Prices</i>	<b>\$1,673,894.91</b>	<b>\$6,163.13</b>	<b>\$1,680,058.04</b>

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Buck Road – Warren Road Resurfacing Project  
Rancho California Road to Borel Road  
Communities of Rancho California and French Valley  
Project No. D1-0063**

Advertised: May 7, 2024 (Agenda Item: 3.24)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 29, 2024

BASE BID SCHEDULE 1 - Buck Road – Warren Road Resurfacing Project					COUNTY'S ESTIMATE		1 Vance Corporation Beaumont, CA 92223	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	10,000.00	10,000.00	214,371.91	214,371.91
2	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,798.90	5,798.90
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	40,000.00	40,000.00	78,685.70	78,685.70
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	10,000.00	10,000.00	11,734.18	11,734.18
5	170103	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	11,182.31	11,182.31
6	031301	DESIGN POLLUTION PREVENTION INFILTRATION AREA	CY	917	85.00	77,945.00	84.79	77,752.43
7	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	21,186	5.00	105,930.00	1.53	32,414.58
8	190101 (F)	ROADWAY EXCAVATION	CY	917	50.00	45,850.00	55.81	51,177.77
9	190185	SHOULDER BACKING	LF	8,533	2.00	17,066.00	4.48	38,227.84
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	875	15.00	13,125.00	7.38	6,457.50
11	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	1,483	15.00	22,245.00	7.02	10,410.66
12	390132	HOT MIX ASPHALT (TYPE A)	TON	7,100	120.00	852,000.00	123.32	875,572.00
13	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	500	5.00	2,500.00	5.80	2,900.00
14	820410	SALVAGE ROADSIDE SIGN	EA	21	150.00	3,150.00	144.97	3,044.37
15	820840	ROADSIDE SIGN - ONE POST	EA	16	350.00	5,600.00	492.91	7,886.56
16	820850	ROADSIDE SIGN - TWO POST	EA	4	500.00	2,000.00	985.81	3,943.24
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	117	5.00	585.00	6.09	712.53

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Buck Road – Warren Road Resurfacing Project  
Rancho California Road to Borel Road  
Communities of Rancho California and French Valley  
Project No. D1-0063**

Advertised: May 7, 2024 (Agenda Item: 3.24)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 29, 2024

BASE BID SCHEDULE 1 - Buck Road – Warren Road Resurfacing Project (Continued)					COUNTY'S ESTIMATE		1 Vance Corporation Beaumont, CA 92223	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
18	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,518	0.50	9,259.00	0.58	10,740.44
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	85,000.00	85,000.00	85,000.00	85,000.00
<b>BASE BID SCHEDULE 1 SUB-TOTAL ITEMS 1 - 19</b>						<b>1,312,255.00</b>		<b>1,528,012.92</b>

**ALTERNATIVE BID SCHEDULE 1 - Frontier Manhole Adjustments**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	710212	ADJUST MANHOLE TO GRADE	EA	1	2,000.00	2,000.00	6,378.78	6,378.78
<b>ALT BID SCHEDULE 1 SUB-TOTAL ITEM 20</b>						<b>2,000.00</b>		<b>6,378.78</b>

<b>PROJECT TOTAL ITEMS 1 - 20</b>					<b>1,314,255.00</b>	<b>1,534,391.70</b>
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**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Buck Road – Warren Road Resurfacing Project  
Rancho California Road to Borel Road  
Communities of Rancho California and French Valley  
Project No. D1-0063**

Advertised: May 7, 2024 (Agenda Item: 3.24)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 29, 2024

BASE BID SCHEDULE 1 - Buck Road – Warren Road Resurfacing Project					2 ATP General Engineering San Diego, CA 92123		3 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	10,000.00	10,000.00	10,000.00	10,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	370,000.00	370,000.00	78,130.66	78,130.66
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
5	170103	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	30,500.00	30,500.00
6	031301	DESIGN POLLUTION PREVENTION INFILTRATION AREA	CY	917	125.00	114,625.00	183.00	167,811.00
7	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	21,186	5.50	116,523.00	5.00	105,930.00
8	190101 (F)	ROADWAY EXCAVATION	CY	917	100.00	91,700.00	101.00	92,617.00
9	190185	SHOULDER BACKING	LF	8,533	5.50	46,931.50	6.70	57,171.10
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	875	13.00	11,375.00	23.00	20,125.00
11	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	1,483	15.00	22,245.00	8.40	12,457.20
12	390132	HOT MIX ASPHALT (TYPE A)	TON	7,100	95.00	674,500.00	127.00	901,700.00
13	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	500	5.00	2,500.00	5.25	2,625.00
14	820410	SALVAGE ROADSIDE SIGN	EA	21	125.00	2,625.00	131.00	2,751.00
15	820840	ROADSIDE SIGN - ONE POST	EA	16	425.00	6,800.00	447.00	7,152.00
16	820850	ROADSIDE SIGN - TWO POST	EA	4	850.00	3,400.00	893.00	3,572.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	117	5.00	585.00	5.50	643.50

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Buck Road – Warren Road Resurfacing Project  
Rancho California Road to Borel Road  
Communities of Rancho California and French Valley  
Project No. D1-0063**

Advertised: May 7, 2024 (Agenda Item: 3.24)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 29, 2024

BASE BID SCHEDULE 1 - Buck Road – Warren Road Resurfacing Project (Continued)					2 ATP General Engineering San Diego, CA 92123		3 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
18	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,518	0.50	9,259.00	0.53	9,814.54
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	85,000.00	85,000.00	85,000.00	85,000.00
<b>BASE BID SCHEDULE 1 SUB-TOTAL ITEMS 1 - 19</b>						<b>1,588,068.50</b>		<b>1,603,000.00</b>

**ALTERNATIVE BID SCHEDULE 1 - Frontier Manhole Adjustments**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	710212	ADJUST MANHOLE TO GRADE	EA	1	5,000.00	5,000.00	4,000.00	4,000.00
<b>ALT BID SCHEDULE 1 SUB-TOTAL ITEM 20</b>						<b>5,000.00</b>		<b>4,000.00</b>

<b>PROJECT TOTAL ITEMS 1 - 20</b>					<b>1,593,068.50</b>	<b>1,607,000.00</b>
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**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Buck Road – Warren Road Resurfacing Project  
Rancho California Road to Borel Road  
Communities of Rancho California and French Valley  
Project No. D1-0063**

Advertised: May 7, 2024 (Agenda Item: 3.24)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 29, 2024

BASE BID SCHEDULE 1 - Buck Road – Warren Road Resurfacing Project					4 All American Asphalt Corona, CA 92879		5 R.J. Noble Company Orange, CA 92865	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	3,600.00	3,600.00	57,000.00	57,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	3,200.00	3,200.00	10,000.00	10,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	240,000.00	240,000.00	142,000.00	142,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	9,300.00	9,300.00	8,000.00	8,000.00
5	170103	CLEARING AND GRUBBING	LS	1	70,000.00	70,000.00	49,000.00	49,000.00
6	031301	DESIGN POLLUTION PREVENTION INFILTRATION AREA	CY	917	127.00	116,459.00	165.00	151,305.00
7	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	21,186	2.90	61,439.40	7.00	148,302.00
8	190101 (F)	ROADWAY EXCAVATION	CY	917	91.00	83,447.00	82.00	75,194.00
9	190185	SHOULDER BACKING	LF	8,533	5.50	46,931.50	20.00	170,660.00
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	875	12.00	10,500.00	15.00	13,125.00
11	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	1,483	5.00	7,415.00	15.00	22,245.00
12	390132	HOT MIX ASPHALT (TYPE A)	TON	7,100	126.00	894,600.00	116.00	823,600.00
13	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	500	5.30	2,650.00	5.50	2,750.00
14	820410	SALVAGE ROADSIDE SIGN	EA	21	133.00	2,793.00	137.50	2,887.50
15	820840	ROADSIDE SIGN - ONE POST	EA	16	543.00	8,688.00	467.00	7,472.00
16	820850	ROADSIDE SIGN - TWO POST	EA	4	907.00	3,628.00	935.00	3,740.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	117	5.60	655.20	6.00	702.00

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Buck Road – Warren Road Resurfacing Project  
Rancho California Road to Borel Road  
Communities of Rancho California and French Valley  
Project No. D1-0063**

Advertised: May 7, 2024 (Agenda Item: 3.24)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 29, 2024

BASE BID SCHEDULE 1 - Buck Road – Warren Road Resurfacing Project (Continued)					4 All American Asphalt Corona, CA 92879		5 R.J. Noble Company Orange, CA 92865	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
18	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,518	0.53	9,814.54	0.55	10,184.90
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	85,000.00	85,000.00	85,000.00	85,000.00
<b>BASE BID SCHEDULE 1 SUB-TOTAL ITEMS 1 - 19</b>						<b>1,660,120.64</b>		<b>1,783,167.40</b>

**ALTERNATIVE BID SCHEDULE 1 - Frontier Manhole Adjustments**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	710212	ADJUST MANHOLE TO GRADE	EA	1	5,200.00	5,200.00	9,400.00	9,400.00
<b>ALT BID SCHEDULE 1 SUB-TOTAL ITEM 20</b>						<b>5,200.00</b>		<b>9,400.00</b>

<b>PROJECT TOTAL ITEMS 1 - 20</b>						<b>1,665,320.64</b>		<b>1,792,567.40</b>
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**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Buck Road – Warren Road Resurfacing Project  
Rancho California Road to Borel Road  
Communities of Rancho California and French Valley  
Project No. D1-0063**

Advertised: May 7, 2024 (Agenda Item: 3.24)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 29, 2024

BASE BID SCHEDULE 1 - Buck Road – Warren Road Resurfacing Project					6 Onyx Paving Company, Inc. Anaheim, CA 92806			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE		
1	066100	DUST ABATEMENT	LS	1	22,700.00	22,700.00		
2	100100	DEVELOP WATER SUPPLY	LS	1	22,700.00	22,700.00		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	222,548.65	222,548.65		
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	22,700.00	22,700.00		
5	170103	CLEARING AND GRUBBING	LS	1	123,000.00	123,000.00		
6	031301	DESIGN POLLUTION PREVENTION INFILTRATION AREA	CY	917	144.00	132,048.00		
7	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	21,186	5.55	117,582.30		
8	190101 (F)	ROADWAY EXCAVATION	CY	917	111.00	101,787.00		
9	190185	SHOULDER BACKING	LF	8,533	5.55	47,358.15		
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	875	22.00	19,250.00		
11	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	1,483	22.00	32,626.00		
12	390132	HOT MIX ASPHALT (TYPE A)	TON	7,100	127.00	901,700.00		
13	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	500	6.00	3,000.00		
14	820410	SALVAGE ROADSIDE SIGN	EA	21	222.00	4,662.00		
15	820840	ROADSIDE SIGN - ONE POST	EA	16	444.00	7,104.00		
16	820850	ROADSIDE SIGN - TWO POST	EA	4	999.00	3,996.00		
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	117	9.00	1,053.00		



**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Buck Road – Warren Road Resurfacing Project  
Rancho California Road to Borel Road  
Communities of Rancho California and French Valley  
Project No. D1-0063**

Advertised: May 7, 2024 (Agenda Item: 3.24)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 29, 2024

BASE BID SCHEDULE 1 - Buck Road – Warren Road Resurfacing Project (Continued)					6 Onyx Paving Company, Inc. Anaheim, CA 92806			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE		
18	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,518	0.55	10,184.90		
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	85,000.00	85,000.00		
<b>BASE BID SCHEDULE 1 SUB-TOTAL ITEMS 1 - 19</b>						<b>1,881,000.00</b>		

**ALTERNATIVE BID SCHEDULE 1 - Frontier Manhole Adjustments**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	710212	ADJUST MANHOLE TO GRADE	EA	1	7,000.00	7,000.00		0.00
<b>ALT BID SCHEDULE 1 SUB-TOTAL ITEM 20</b>						<b>7,000.00</b>		<b>0.00</b>

<b>PROJECT TOTAL ITEMS 1 - 20</b>					<b>1,888,000.00</b>	<b>0.00</b>
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## Bid

Date: 05/29/2024

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

Bidder: VANCE CORPORATION  
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of **Buck Road – Warren Road Resurfacing Project, Rancho California Road to Borel Road, Communities of Rancho California and French Valley, Project No. D1-0063** hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** \_\_\_\_\_ (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.

**Buck Road – Warren Road Resurfacing Project  
Rancho California Road to Borel Road  
Communities of Rancho California and French Valley  
Project No. D1-0063**

**PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID SCHEDULE - Buck Road – Warren Road Resurfacing Project</b>						
1	066100	DUST ABATEMENT	LS	1	214,371.91	214,371.91
2	100100	DEVELOP WATER SUPPLY	LS	1	5,798.90	5,798.90
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	78,685.70	78,685.70
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	11,734.18	11,734.18
5	170103	CLEARING AND GRUBBING	LS	1	11,182.31	11,182.31
6	031301	DESIGN POLLUTION PREVENTION INFILTRATION AREA	CY	917	84.79	77,752.43
7	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	21,186	1.53	32,414.58
8	190101 (F)	ROADWAY EXCAVATION	CY	917	55.81	51,177.77
9	190185	SHOULDER BACKING	LF	8,533	4.48	38,227.84
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	875	7.38	6,457.50
11	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	1,483	7.02	10,410.66
12	390132	HOT MIX ASPHALT (TYPE A)	TON	7,100	123.32	875,572.00
13	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	500	5.80	2,900.00
14	820410	SALVAGE ROADSIDE SIGN	EA	21	144.97	3,044.37
15	820840	ROADSIDE SIGN - ONE POST	EA	16	492.91	7,886.56
16	820850	ROADSIDE SIGN - TWO POST	EA	4	985.81	3,943.24
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	117	6.09	712.53
18	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,518	0.58	10,740.44
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	85,000.00	85,000.00

BASE BID SCH. one million five hundred twenty eight thousand and  
TOTAL: twelve \$ 1,528,012.92  
ITEMS 1-19 dollars and ninety two "WORDS" cents.

**PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>ALTERNATIVE BID SCHEDULE 1 - Frontier Manhole Adjustments</b>						
20	710212	ADJUST MANHOLE TO GRADE	EA	1	6,378.78	6,378.78

ALT. BID SCH. 1  
TOTAL:  
ITEM 20

six thousand three hundred seventy \$ 6,378.78  
 eight dollars and <sup>"WORDS"</sup> seventy eight cents.

**BASE BID SCH. + ALT. BID SCH. 1**

PROJECT  
TOTAL:  
ITEMS 1 - 20

one million, five hundred and thirty \$ 1,534,391.70  
 Four thousand, three hundred ninety  
 one dollars and seventy cents.

## Bidder Data and Signature

Name of Bidder: VANCE CORPORATION

Type of organization: CORPORATION

Person(s) authorized to sign for Bidder: DEREK RITARITA, PRESIDENT

ROBERT ERAUTT, VICE PRESIDENT

CHRISTIAN PEACOCK, SECRETARY/TREASURER

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: 459 EGAN AVENUE  
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: BEAUMONT, CA 92223

P.O. Box- Number: 575

P.O. Box- City, State, Zip Code: BEAUMONT, CA 92223

Phone: ( 909 ) 355-4333

Facsimile: ( 909 ) 355-4329

E-mail: BIDS@VANKECORP.NET

Contractor's license number: 414567

License Classification(s): A, C31

Expiration date: 11-30-2025

Department of Industrial Relations Registration Number: 1000008103

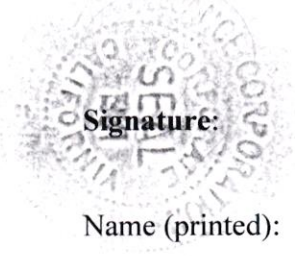
**Bidder Data and Signature (continued)**

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:

**Buck Road – Warren Road Resurfacing Project  
Rancho California Road to Borel Road  
Communities of Rancho California and French Valley  
Project No. D1-0063**

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:

*Derek Ritarrita*

Name (printed):

DEREK RITARITA

Title:

PRESIDENT

“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): VANCE CORPORATION

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	cat tracking inc.	991122	1000011750	17 commercial Ave. Riverside CA 92507	13-18, striping + signage	<input type="checkbox"/>
2.						<input type="checkbox"/>
3.						<input 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: 1.74 %

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 PRESIDENT (Title) of VANCE CORPORATION (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) 29TH (Day) of 2024 (Year),

at BEAUMONT (City), CA (State).

Signature of Declarant:



Printed name of Declarant:

DEREK RITARITA

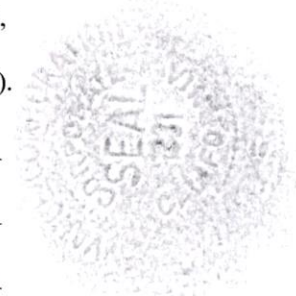
Name of Bidder (Company):

VANCE CORPORATION

Title or Office:

PRESIDENT

Note: Notarization of signature required.  
 Check box if attachment is included.





**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

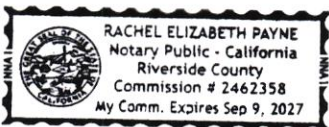
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside

On May 20th, 2024 before me, Rachel E. Payne, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Derek Rianza  
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

**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: NON-collusion  
Document Date: May 29th, 2024 Number of Pages: 1  
Signer(s) Other Than Named Above: No other signers

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

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

**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> <b>VANCE CORPORATION</b>		<i>Federal ID Number (or n/a)</i> <b>95-3767799</b>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> <b>DEREK RITARITA, PRESIDENT</b>		
<i>Date Executed</i> <b>05/29/2024</b>	<i>Executed in</i> <b>BEAUMONT, CA</b>	

**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**

**Buck Road – Warren Road Resurfacing Project  
Rancho California Road to Borel Road  
Communities of Rancho California and French Valley  
Project No. D1-0063**

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: \_\_\_\_\_

Company Name (Bidder): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

**Bid Bond**

**Recitals:**

1. Vance Corporation "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Buck Road – Warren Road Resurfacing Project, Rancho California Road to Borel Road, Communities of Rancho California and French Valley, Project No. D1-0063** in accordance with a Notice Inviting Bids from the County.
2. Old Republic Surety Company a Wisconsin 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:

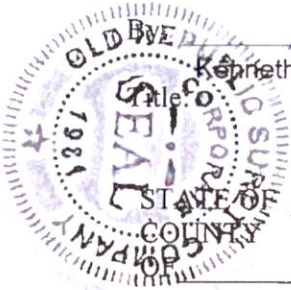
1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the 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: May 22, 2024

Signatures:

Old Republic Surety Company

Vance Corporation



Kenneth A. Coate  
 Title: Attorney in Fact  
"Surety"

By: Derek Fitarita  
 Title: President  
"Contractor"

} 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 Acknowledgment*

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 ACKNOWLEDGMENT

CIVIL CODE § 1189

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

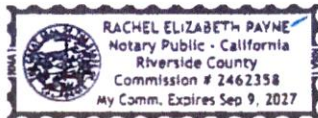
State of California

County of Riverside

On May 20th, 2024 before me, Rachel E. Payne, Notary Public

personally appeared Derek Hitanita

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 and/or Stamp Above

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: Bid Bond

Document Date: May 22nd, 2024 Number of Pages: 1

Signer(s) Other Than Named Above: no other signers

Capacity(ies) Claimed by Signer(s)

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

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California }  
County of Riverside }

On MAY 22 2024 before me, Stephanie D. Fisher, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Kenneth A. Coate  
*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 and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

Nº 5410

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Old Republic Surety Company

of Brookfield, Wisconsin, organized under the laws of Wisconsin, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

SURETY, LIABILITY and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th day of December, 19 90, I have hereunto set my hand and caused my official seal to be affixed this 14th day of December, 19 90.



By

ROXANI M. GIVILISSE  
Insurance Commissioner  
*[Signature]*  
VICTORIA S. SIDBURY  
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Julia B. Bales, Kenneth A. Coate, Renae N. Balderas, Andrea Paris of Riverside, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of January, 2023.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of January, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026

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

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 4030



Signed and sealed at the City of Brookfield, WI this 22nd day of May, 2024.

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)



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- Company Search
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- Company Information
- Old Company Names
- Agent for Service
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- NAIC Group List
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- Financial Statements PDF's
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**COMPANY PROFILE**

**Company Information**

**OLD REPUBLIC SURETY COMPANY**

**P.O. BOX 1635  
MILWAUKEE, WI 53201**

**Old Company Names**

**Effective Date**

**Agent For Service**

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

**Reference Information**

NAIC #:	40444
California Company ID #:	3254-0
Date Authorized in California:	12/14/1990
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WISCONSIN

[back to top](#)

**NAIC Group List**

NAIC Group #: **0150** OLD REPUBLIC 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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