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



ITEM: 3.32 (ID # 26220) MEETING DATE: Tuesday, October 29, 2024

FROM:

TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Accept the Low Bid and Award the Contract for the Construction of the Oleander Avenue Sidewalk Improvements Project Phase II, in the Community of Mead Valley; District 1. [\$791,998 Total Cost – ARPA Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Waive any and all immaterial irregularities and accept the low bid of Hillcrest Contracting, Inc. (Hillcrest) of Corona, California in the amount of \$791,997.80;
- 2. Award the contract to Hillcrest 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 Aduna, Director of Eparaportation 10/11/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez 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: Absent: None

None

Date:

October 29, 2024

XC:

Trans.

3.32

Kimberly A. Rector

Clerk of the Board

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 791,998	\$0	\$ 791,998	\$0
NET COUNTY COST	\$ 0	\$0	\$0	\$0
SOURCE OF FUNDS	3:			
American Rescue Plan	Act (ARPA) (100%).	Budget Adjus	stment: No
There are no General F	unds used in this p	roject.		
			For Fiscal Ye	ar: 24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated July 9, 2024 (Agenda Item 3.30), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Oleander Avenue Sidewalk Improvements Project Phase II in the Community of Mead Valley of the County of Riverside.

This Project will extend from the previously completed Oleander Sidewalk Project Phase I, which included construction of curb, gutter, and sidewalk from Mead Valley Elementary school to Haines Street. The Project will include the construction of approximately 1,290-feet of concrete sidewalk along the north side of Oleander Avenue between Haines Street and Clark Street. The project also includes roadway widening on the north half of the Oleander Avenue and resurfacing the existing asphalt concrete pavement. The resurfacing treatment consists of grinding down a portion of the asphalt concrete pavement followed by overlaying with new hot mix asphalt.

Additional improvements include construction of concrete curb and gutter, cross gutter, curb ramps and driveways. Safety features include placing of roadside signs, traffic stripes, and thermoplastic crosswalks and pavement markings.

The improvements will provide a fully American with Disabilities Act (ADA) accessible all-weather pathway for pedestrians.

On March 11, 2021, President Biden signed the \$1.9 trillion American Rescue Plan Act (ARPA) of 2021 into law. To accelerate recovery from the economic and health impacts of the COVID-19 pandemic, the County of Riverside was provided approximately \$480 million. The Executive Office in conjunction with the Board Supervisors developed a plan to disburse these funds based on the principles of providing recovery funding to those sectors of our economy and society that are struggling most to recover from the pandemic; have a constituent and community based focus; provide a vehicle for transformational investment in our County's recovery from COVID-19; provide for countywide equity; and focus on one time investments,

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

rather than funding ongoing operational costs. As a result of these principles, the Oleander Avenue Sidewalk Improvement Project Phase II was selected as a recipient of \$1,000,000 of ARPA funds from District 1 per Minute Order dated December 13, 2022 (Agenda Item 3.2).

The Contract includes the following schedule of work:

Base Bid Schedule:

Oleander Avenue Sidewalk Improvements Project Phase II and

associated work

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

Project No. D2-0109

Impact on Residents and Businesses

The proposed improvements will improve pedestrian safety and provide an Americans with Disabilities Act (ADA) compliant path. The new sidewalk will serve as a path to and from Mead Valley Elementary School located on Oleander Avenue.

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

SUPPLEMENTAL:

Additional Fiscal Information

Construction is expected to be completed in Fiscal Year 2024/2025 and will be funded with American Rescue Plan Act funds.

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

There are no General Funds used in this project.

Contract History and Price Reasonableness

A total of four bids were received on Wednesday July 31, 2024 ranging from \$791,998 to \$1,163,889. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by Hillcrest in the amount of \$791,998 which is 116,220 (12.8%) below the average costs of bids submitted and \$105,381 (15.4%) above the engineer's cost estimate.

The Transportation Department recommends the award of the contract to Hillcrest in the amount of \$791,998.

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

ATTACHMENTS:

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

Jason Farin, Principal Management Analyst 10/

aron Gettis, Chief of Deputy County Counsel 10/22/2024

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 Hillcrest Contracting, Inc., hereafter called "Contractor".

WITNESSETH

Recitals:

- 1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Oleander Avenue, Sidewalk Improvements Project Phase II, Between Haines Street and Clark Street, Community of Mead Valley, Project No. D2-0109, 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 2022 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (1) The Plans, (m) Addenda (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 <u>fifteen (15)</u> calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

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

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

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

4. Compensation

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

Page 2 of 5

Oleander Avenue Sidewalk Improvements Project Phase II Between Haines Street and Clark Street Community of Mead Valley Project No. D2-0109

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE	BID SCH	EDULE - Oleander Avenue Sidewalk Impr	ovemen	ts, Phase II		
1	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	30,000.00	30,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	87,000.00	87,000.00
3	170103	CLEARING AND GRUBBING	LS	1	18,000.00	18,000.00
4	100100	DEVELOP WATER SUPPLY	LS	1	9,700.00	9,700.00
5	066102	DUST ABATEMENT	LS	1	7,800.00	7,800.00
6	390132	HOT MIX ASPHALT (TYPE A)	TON	748	135.00	100,980.00
7	260201	CLASS 2 AGGREGATE BASE	CY	518	133.00	68,894.00
8	190101	ROADWAY EXCAVATION	CY	1,508	90.00	135,720.00
9	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,338	36.00	48,168.00
10	731521	MINOR CONCRETE (SIDEWALK)	SQFT	8,262	6.30	52,050.60
11	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	826	27.00	22,302.00
12	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	6	2,700.00	16,200.00
13	782120	RELOCATE MAILBOX	EA	2	830.00	1,660.00
14	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQFT	334	9.40	3,139.60
15	803060	REMOVE CHAINLINK GATE	EA	2	650.00	1,300.00
16	803050	REMOVE CHAINLINK FENCE	LF	8	70.00	560.00
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	2	8,100.00	16,200.00

Contract

ITEM No.	ITEM CODE	ITEM		ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE	BID SCH	EDULE - Oleander Avenue Sidewalk Impr	ovemen	ts, Phase II (C	Continued)	
18	800300	CHAIN LINK FENCE	LF	6	216.00	1,296.00
19	038401	REMOVE TRAFFIC STRIPING AND PAVEMENT MARKINGS	SQFT	561	4.90	2,748.90
20	820530	RELOCATE ROADSIDE SIGN	EA	6	190.00	1,140.00
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	221	2.70	596.70
22	820840	ROADSIDE SIGN - ONE POST	EA	4	380.00	1,520.00
23	803150	RECONSTRUCT CHAINLINK GATE	EA	2	1,730.00	3,460.00
24	190161	ROCK EXCAVATION [AND HAULING]	CY	593	138.00	81,834.00
25	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	3	11,600.00	34,800.00
26	665017	18" CORRUGATED STEEL PIPE (.079" THICK)	LF	25	370.00	9,250.00
27	513553	RETAINING WALL (MASONRY WALL)	LF	27	324.00	8,748.00
28	015602	FUNDING AWARNESS SIGN	EA	1	1,930.00	1,930.00
29	010602	MICELLANEOUS WORK (AS DIRECTED)	FA	1	25,000.00	25,000.00

PROJECT TOTAL:	Seven hundred ninety-one thousand, nine hundred ninety-seven dollars and eighty cents	\$ 791,997.80
ITEMS 1 - 29	"WORDS"	

Oleander Avenue Sidewalk Improvements Project Phase II Between Haines Street and Clark Street Community of Mead Valley Project No. D2-0109

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

COUNTY OF RIVERSIDE	HILLCREST CONTRACTING, INC.
CHUCK WASHINGTON Chair, Board of Supervisors	BY: PARSONS
DATED: 10/29/2024	TITLE: PRESIDENT (If Corporation, affix Seal)
ATTEST: Kimberly A. Rector, Clerk of the Board	ATTEST:
BY: Many l.	JAMES WONG TITLE: VP / SECRETARY
FORM APPRICATE COUNSEL	Licensed in accordance with an act providing for the registration of Contractors,
DANIELLE D. WALAND	License No.: 471664 Federal Employer Identification Number:
	33-0084251
Departmen	nt of Industrial Relations Registration Number:
	1000006056
BY	"Corporation" (Seal)

V.123019

HILLCREST CONTRACTING

General Engineering Contractors

License #471664A

At the Board of Director's meeting held on August 31, 2020 it was determined that the following employees are authorized to sign all binding agreements on behalf of Hillcrest Contracting, Inc.:

Justin M. Parsons Or James Wong

Certified as a permanent record:

Justin M. Parsons

President

James Wong Vice President

Performance Bond

Recitals:

		ctor) has entered into a Contract with COUNTY OF RIVERSIDE
		work known as Oleander Avenue, Sidewalk Improvements Street and Clark Street, Community of Mead Valley, Project
	No. D2-0109.	
2		, a corporation (Surety),
i	s the Surety under this Bond.	
Agr	eement:	
	Contractor as Principal and Surety nty, as obligee, as follows:	as Surety, jointly and severally agree, state, and are bound unto
1	of \$ \$791,997.80 (Seven hund	this Bond is 100% of the estimated contract price for the Project red ninety-one thousand, nine hundred ninety-seven dollars
	and eighty cents) and inures to	the benefit of County.
2	conformance with the Contract I effect for the recovery of loss, da	ntractor doing all things to be kept and performed by it in strict Documents for this project, otherwise it remains in full force and image and expense of County resulting from failure of Contractor ocuments are incorporated herein.
3	3. This obligation is binding on our	successors and assigns.
2	Contractor, alteration or addition work to be performed thereunder	alates and agrees that no change, time extension, prepayment to to the terms and requirements of the Contract Documents or the shall affect its obligations hereunder and waives notice as to such price cannot be increased by more than 10% without approval of
THI	S BOND is executed as of	
Ву_		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. <u>All</u> signatures must be acknowledged. (Attach acknowledgements).

Payment Bond (Public Works - Civil Code §9550 et seq.) The makers of this Bond are Hillcrest Contracting, Inc. as Principal and Original Contractor and _______, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works and contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$791,997.80 (Seven hundred ninety-one thousand, nine hundred ninety-seven dollars and eighty 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 Oleander Avenue, Sidewalk Improvements Project Phase II, Between Haines Street and Clark Street, Community of Mead Valley, Project No. D2-0109. 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 By _____ Surety Its Attorney In Fact (If corporation, affix seal) (Corporate Seal) (Corporate Seal) STATE OF ss. SURETY'S ACKNOWLEDGEMENT COUNTY before me, ____ before me, _____ personally _____, known to me, or proved to me on the basis of On _ 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.

Signature of Notary Public (Seal)

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

WITNESS my hand and official seal.

Bond #7672741 Premium: \$4,855

Performance Bond

R	ec	i	ta	Is	•
1,			ıa		۰

1. Hillcrest Contracting, Inc. (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE
(County) for construction of public work known as Oleander Avenue, Sidewalk Improvements
Project Phase II, Between Haines Street and Clark Street, Community of Mead Valley, Project
No. D2-0109.
Fidelity and Deposit Company of Maryland 2. Illinois corporation (Surety),
is the Surety under this Bond.
Agreement:
We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:
1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ \$791,997.80 (Seven hundred ninety-one thousand, nine hundred ninety-seven dollars
and eighty cents) and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.
THIS BOND is executed as of August 23, 2024
By James Wong By Spencer Flake / Attorney-in-Fact
Its Attorney in Fact "Surety"
Title Fidelity and Deposit Company of Maryland
"Contractor" Hillorest Contracting, Inc. (Corporate Seal) (Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures

must be acknowledged. (Attach acknowledgements). V.060719 11NO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificat document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the le truthfulness, accuracy, or validity of that document.
State of California)	
County of Orange	
On August 23, 2024 before me, Heather	er Willis, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Spencer Flake	
	Name(s) of Signer(s)
subscribed to the within instrument and acknowl	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s) ted, 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.
and the state of t	WITNESS my hand and official seal.
HEATHER WILLIS COMM. #2334057 COMM. #2334057	Signature Willis Signature of Notary Public
Place Notary Seal Above	
OP7	TIONAL ————————————————————————————————————
	information can deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than	n Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Corporate Officer — Title(s):	Signer's Name:
☐ Corporate Officer — Title(s):	Corporate Officer — Title(s):
□ Partner ─ □ Limited □ General □ Individual □ Atternov in Fact	□ 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:

ACKNOWLEDGMENT

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

Signature

State of California County of Riverside		
On August 28, 2024	_ before me,	A. Gutierrez, Notary Public (insert name and title of the officer)
personally appeared / Justin M. I	Parsons and	
who proved to me on the basis of subscribed to the within instrument his/her/their authorized capacity(ie	satisfactory e t and acknow s), and that b	vidence to be the person(s) whose name(s) is/are videdged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument.
I certify under PENALTY OF PERsparagraph is true and correct.	JURY under t	he laws of the State of California that the foregoing
WITNESS my hand and offigial sea	al.	A. GUTIERREZ Notary Public - California Riverside County

(Seal)

Commission # 2425219

My Comm. Expires Nov 13, 2026

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of August , 2024.







Mary Jean Pethick Vice President

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

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



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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 09th day of July, A.D. 2024.

SEAL SEAL

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

By: Thomas O. McClennan Vice President

The o. mehun

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 09th day of July, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O.**McClellan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY, MD

BALTIMORE COUNTY, MD by Commission Expires JANUARY 27, 2025





Company Profile

Company Search

Company Search Results

→ Company Information

> Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

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

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven

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

Reference Information

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

back to top

NAIC Group List

NAIC Group #:

0212 ZURICH INS GRP

Lines Of Business

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

CREDIT

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

back to top

Executed in Two Counterparts

Bond #7672741 Premium: Included in Performance Bond

Payment Bond

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

The makers of this Bond are Hillcrest Contracting, Inc. as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$791,997.80 (Seven hundred ninety-one thousand, nine hundred ninety-seven dollars and eighty 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 Oleander Avenue, Sidewalk Improvements Project Phase II, Between Haines Street and Clark Street, Community of Mead Valley, Project No. D2-0109.

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.

under said contract.	
Dated: August 23, 2024	Hillcrest Contracting, Inc.
Duted.	Original Contractor - Principal
Fidelity and Deposit Company of Maryland	By Justin Parsons
Surety	
By Ger Silv	Title PRESIDENT
Its Attorney In Fact Spencer Flake	(If corporation, affix seal)
(Corporate Seal)	(Corporate Seal)
OF COUNTY }	ss. SURETY'S ACKNOWLEDGEMENT
On before me,	personally
acknowledged to me that he executed the same in	, known to me, of proved to me on the basis of name is subscribed to the within instrument and his authorized capacities, and that by his signature on f of which the person acted, executed the instrument.
WITNESS my hand and official seal.	See attached CA Acknowledgment
Signature of Notary Public	Notary Public (Seal)
NOTE: This Bond must be executed by both must be acknowledged. (Attach acknowledged.)	parties with corporate seal affixed. All signatures owledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

* * * *

CIVIL CODE § 1189

	ing this certificate verifies only the identity of the individual who signed the ched, and not the truthfulness, accuracy, or validity of that document.
State of California)
County of Orange)
On August 23, 2024 before	re me, Heather Willis, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Spencer Flake	·
	Name(s) of Signer(s)
subscribed to the within instrument his/her/their authorized capacity(ies),	f satisfactory evidence to be the person(s) whose name(s) is/are and acknowledged to me that he/she/they executed the same in and that by his/her/their signature(s) on the instrument the person(s), e 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.
HEATHER WILLIS COMM. #2334057 NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY MY COMM. EXPIRES SEPTEMBER 25 2024	Cignature of Notary Public
Place Notary Seal Above	OPTIONAL
	empleting this information can deter alteration of the document or chment of this form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
// // // // // // // // // // // // //	(s) Other Than Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
□ Partner — □ Limited □ General	□ Partner - □ Limited □ General
☐ Individual ☐ Attorney in Fac	t □ Individual □ Attorney in Fact
☐ Trustee ☐ Guardian or Co	
☐ Other:Signer Is Representing:	Other: Signer Is Representing:

ACKNOWLEDGMENT

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

State of California County of
On August 28, 2024 before me, A. Gutierrez, Notary Public (insert name and title of the officer)
personally appearedJustin M. Parsons
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. A. GUTIERREZ Notary Public - California Riverside County Commission # 2425219 My Comm. Expires Nov 13, 2026
Signature (Soal)

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 09th day of July, A.D. 2024.

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

By: Thomas O. McClennan Vice President

The omehile

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 09th day of July, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O.**McClellan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY, MD

My Commission Expires JANUARY 27, 2025



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of August, 2024.







Mary Jean Pethick Vice President

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

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



Company Profile

Company Search

Company Search Results

→Company Information

> Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

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

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven

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

Reference Information

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

back to top

NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

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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

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FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

back to top



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/1/2024

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)

	account of the control of the contro			
PRODUCER HUB International Insurance Services Inc.		CONTACT NAME: PHONE (A/C, No, Ext): (949) 553-9800	FAX (A/C, No):	
4695 MacArthur Suite #600	Court	E-MAIL ADDRESS:	1 (1.00)110)	
Newport Beach,	CA 92660	INSURER(S) AFFORDING CO	VERAGE	NAIC #
		INSURER A : Executive Risk Indemnit	у	35181
INSURED		INSURER B : Federal Insurance Comp	any	20281
Hillcrest Contracting, Inc.; Ros Mar Equipment Co., Inc.	INSURER C: Great American Insurance Company		16691	
	7 Circle City Drive	INSURER D :		
Corona, CA 92879		INSURER E :		
		INSURER F:		
COVERAGES	CERTIFICATE NUMBER: #	REVIS	ION NUMBER: 1	
	RTIFY THAT THE POLICIES OF INSURANCE LISTED BELC			

CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

NSR LTR		TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X	COMMERCIAL GENERAL LIABILITY	INSU	WVD	T GEIGT HOMBER	(MIM/DD/TTTT)	(MIN/DD/TTTT)	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	Х		54310295	10/1/2024	10/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:						Deductible	\$	10,000
В	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X	ANY AUTO	Х		54310294	10/1/2024	10/1/2025	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								Deductible	\$	C
С		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	2,000,000
	X	EXCESS LIAB CLAIMS-MADE			TUE 3631770 03	10/1/2024	10/1/2025	AGGREGATE	\$	2,000,000
		DED RETENTION\$							\$	
В	WOR	KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE TO	N/A	X	54310296	10/1/2024	10/1/2025	E.L. EACH ACCIDENT	\$	1,000,000
		CER/MEMBER EXCLUDED? datory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						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: Sidewalk Improvements Project Phase II Between Haines Street and Clark Street – Community of Mead Valley. Project No. D2-0109. glaip/auai/wcwv/xs sched of undly/xs dec pgs

County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives are included as Additional Insureds as respects General Liability and Auto Liability per attached endorsements. This insurance shall apply as Primary and Non-Contributory per attached endorsement.

Waiver of Subrogation for Workers' Compensation: See Attached Endorsement.

*Excess Liability Follows Form Over General Liability, Auto Liability, and Workers Compensation.

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

LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Insurance Services Inc.		NAMED INSURED Hillcrest Contracting, Inc.; Ros Mar Equipment Co., Inc. 1467 Circle City Drive
POLICY NUMBER		Corona, CA 92879
SEE PAGE 1		
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

AL	ווטי	IONAL	. REMA	KKS

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

Cancellation:

*Except 10 Days Notice of Cancellation for Non-Payment of Premium.

Should this policy be cancelled before the expiration date, HUB International Insurance Services, Inc. will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

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

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

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

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

- Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

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

B. Employees as Insureds

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

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

borrow in your business or your personal affairs.

C. Lessors as Insureds

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

- The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

- 1. You:
- Any of your "employees" or agents;
- Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

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

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

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

However, such person or organization is an "insured" only:

Form: 16-02-0292 (Rev. 11-16)

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

3. FELLOW EMPLOYEE COVERAGE

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

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

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

5. AUTO LOAN/LEASE GAP COVERAGE

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

c. Unpaid Loan or Lease Amounts

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

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

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

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

6. RENTAL AGENCY EXPENSE

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

d. Rental Expense

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

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

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

7. EXTRA EXPENSE – BROADENED COVERAGE Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

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

8. AIRBAG COVERAGE

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

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

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

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

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Form: 16-02-0292 (Rev. 11-16)

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

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

11. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

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

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

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

13. WAIVER OF SUBROGATION

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

We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

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

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT,
MISREPRESENTATION or FRAUD of SECTION
IV – BUSINESS AUTO CONDITIONS - is deleted
and replaced with the following:
If you unintentionally fail to disclose any hazards
existing at the inception date of your policy, we will
not void coverage under this Coverage Form

15. AUTOS RENTED BY EMPLOYEES

because of such failure.

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

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

16. HIRED AUTO - COVERAGE TERRITORY

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

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

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following: "Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

Marc Ramirez

Form: 16-02-0292 (Rev. 11-16)

POLICY NUMBER: 54310295

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not sh	own 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:

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

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

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

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

whichever is less.

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

Marc Raminez

POLICY NUMBER: 54310295

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 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:

- 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

Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Marc Raminez

POLICY NUMBER: 54310295 COMMERCIAL GENERAL LIABILITY 10-02-2461 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

Location Of Covered Operations:

Where required by written contract

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

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

Primary And Noncontributory Insurance

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

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

Marc Ramirez

GAi 6003 (Ed. 06 97)

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
a) FEDERAL INSURANCE COMPANY POLICY: 54310296 10/1/23 TO 10/1/24	Employers Liability	Bodily Injury By Accident \$1,000,000. each accident Bodily Injury By Disease \$1,000,000. policy limit \$1,000,000. each employee
b) FEDERAL INSURANCE COMPANY POLICY: 54310294 10/1/23 TO 10/1/24	Automobile/Garage X Any Automobile Owned Automobile Only Specifically Designated Automobile Hired Automobile Non-owned Automobile Garage Liability X DEFENSE OUTSIDE THE LI MIT Garagekeepers Liability) Split Limit Bodily Injury Liability \$ each person \$ each accident Property Damage Liability \$ each accident X) Combined Single Limit \$ 2,000,000. each accident) Garage Operations \$ Auto only each accident \$ Oth er than auto each accident \$ Oth er than auto each accident \$ Oth er than auto aggregate \$ each location

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
C) (Comprehensive General Liability including Products-Completed Operation Liability Broad Form Endorsement	Split Limit Bodily Injury Liability \$ each occurrence \$ aggregate Property Damage Liability
		\$ each occurrence \$ aggregate) Combined Single Limit \$ each occurrence \$ aggregate
OR	OR	OR
(X) EXECUTIVE RISK INDEMNITY POLICY: 54310295 10/1/23 TO 10/1/24 (X) DEFENSE OUTSIDE THE LIMIT Retroactive Date	Commercial General Liability X Occurrence Form Claims-Made Form	\$2,000,000. General Aggregate Limit \$2,000,000. Products-Completed Operation Aggregate Limit \$1,000,000. Personal and Advertising Injury Limit \$1,000,000. Each Occurrence Limit
d) EXECUTIVE RISK INDEMNITY POLICY: 54310295 10/1/23 TO 10/1/24	EMPLOYEE BENEFIT LIABILITY	\$1,000,000. EACH EMPLOYEE \$1,000,000. AGGREGATE LIMIT

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
Hillcrest Contracting, Inc.	
3 ,	Policy Number54310296
	Symbol: Number:
Policy Period	Effective Date of E3dorsement
10/01/2023 - 10/01/2024	10/01/2023
Issued By (Name of Insurance Company)	
Federal Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

Schedule

- Specific Waiver
 Name of person or organization:
 - (X) Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations:

3. Premium:

The premium charge for this endorsement shall be ___1.0 ___ percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$0

Authorized Representative

205240

TAU 9501 (Ed. 11 97)

 Policy
 No.
 TUE
 3-63-17-70
 02

 Renewal
 Of
 TUE
 3-63-17-70
 01

EXCESS LIABILITY POLICY DECLARATIONS

EXCESS ENTERNY	. •					
ITEM 1. NAMED INSURED AND MAILING ADD HILLCREST CONTRACTING, INC. P.O. BOX 1898 CORONA, CA 92878	PRESS: ITEM 2. POLICY PERIOD: 12:01 A.M. Standard Time at the mailing address of the Named Insured shown at left. From 10-01-2023 To 10-01-2024					
IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.	AGENT'S NAME AND ADDRESS: THE W00DITCH COMPANY 4695 MacArthur Court SUITE 600 Newport Beach, CA 92660					
GREAT AMERICAN INSURANCE COMPANY	by Company indicated below:					
ITEM 3. POLICY PREMIUM: \$ 170,465. PREMIUM BASIS: (X) Flat	POLICY MINIMUM PREMIUM: \$ 42,617. Auditable					
following limit: 100 perce Insurance stated in Item 5. o greater than: \$ 10,000,000. Each Occurrence	The Company's Liability under this policy will not exceed the following limit: 100 percent of "loss" excess of Underlying Insurance stated in Item 5. of the Declarations, but for no greater than: \$ 10,000,000. Each Occurrence					
ITEM 5. SCHEDULE OF UNDERLYING INSURAN	NCE:					
First Underlying Insurance Policy Insurer, Policy No., Policy Period SEE ATTACHED GAI6003 SCHEDULE A- SCHEDULE OF UNDERLYING POLICIES	Applicable Limit \$ GAI6003 Each Occurrence \$ GAI6003 Aggregate Limit (where applicable)					
Other Underlying Insurance (Excess of First Underlying Insurance Policy) N/A	Applicable Limit \$ N/A Each Occurrence \$ N/A Aggregate Limit (where applicable)					
	licableto all Coverage Forms and made part ue are listed on the attached Forms and 97 (Ed. 11/97).					
Countersigned By	Marc Raminez Authorized Representative					



Company Search

Company Search Results

→Company Information Old Company

Names
Agent for Service

Reference Information

NAIC Group List Lines of Business

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

Financial Statements PDF's

Annual Statements Quarterly

Statements
Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

COMPANY PROFILE

Company Information

EXECUTIVE RISK INDEMNITY INC.

202B HALL'S MILL ROAD WHITEHOUSE STATION, NJ 08889 908990392207

Old Company Names

Effective Date

AMERICAN EXCESS INSURANCE COMPANY ERIC REINSURANCE COMPANY EXECUTIVE RE INDEMNITY INC.

EXECUTIVE RISK INDEMNITY, INC.

05/12/1987 11/18/1992 06/21/1995 08/02/2000

Agent For Service

AMANDA GARCIA 330 N Brand Blvd Ste 700 Glendale CA 91203

Reference Information

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

back to top

NAIC Group List

NAIC Group #:

Chubb Ltd Grp

Lines Of Business

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

0626

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT

DISABILITY

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

back to top

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Company Search

Company Search Results

Results

→Company Information Old Company

Names
Agent for Service

Reference Information

NAIC Group List

Lines of Business

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

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer COMPANY PROFILE

Company Information

FEDERAL INSURANCE COMPANY

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

Old Company Names

Effective Date

Agent For Service

AMANDA GARCIA 330 N Brand Blvd Ste 700 Glendale CA 91203

Reference Information

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

back to top

NAIC Group List

NAIC Group #:

Chubb Ltd Grp

Lines Of Business

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

0626

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

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MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

back to top

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Company Search

Company Search Results

→Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

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

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

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View Financial Disclaimer

COMPANY PROFILE

Company Information

GREAT AMERICAN INSURANCE COMPANY

301 E. FOURTH STREET CINCINNATI, OH 45202-4201 800-545-4269

Old Company Names

Effective Date

AMERICAN CONTINENTAL INSURANCE COMPANY

12/06/1976

MANUFACTURERS & MERCHANTS INDEMNITY CO. SELECTIVE INSURANCE COMPANY

09/05/1956

06/15/1972

Agent For Service

William Huser 7801 Folsom Blvd. Suite 202

Sacramento

CA 95826

Reference Information

NAIC #:	16691
California Company ID #:	1301-1
Date Authorized in California:	10/17/1945
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ОНІО

back to top

NAIC Group List

NAIC Group #:

0084

American Financial Grp

Lines Of Business

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT

DISABILITY

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

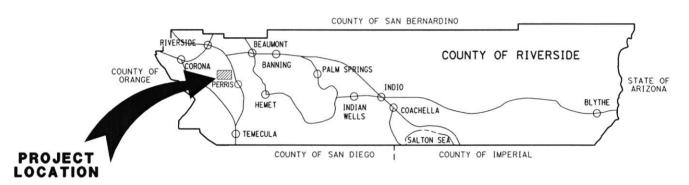
back to top

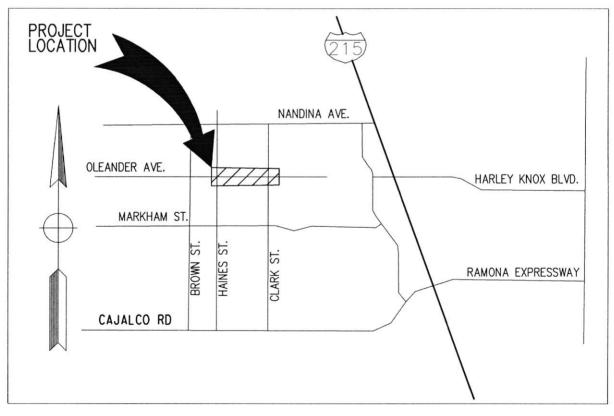
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COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

OLEANDER AVENUE

SIDEWALK IMPROVEMENTS PROJECT PHASE II
BETWEEN HAINES STREET AND CLARK STREET
COMMUNITY OF MEAD VALLEY
PROJECT No. D2-0109





VICINITY MAP

Attachment "A"

Riverside County Transportation Department

Oleander Avenue Sidewalk Phase II Project:

Project No.(s): **D2-0109** Expenses as of: 9/18/2024

D	0		D. J.
Project	Costs	and	Budget

Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
A Preliminary Survey		15,351		16,000	16,000	16,000
B Design		115,490	15,000	131,000	151,000	131,000
C Environmental		2,811		3,000	3,000	3,000
D Right-of-way		9,660		10,000	10,000	10,000
E Construction			791,998	872.000	650,000	872,000
Construction Contingency	10%		79,200	872,000	050,000	672,000
F Construction Engineering & Inspection	15%	6,562	112,238	119,000	110,000	119,000
G Construction Survey	5%		39,600	40,000	60,000	40,000
H Utilities						
	Totals:	149,874	1,038,035	1,191,000	1,000,000	1,191,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
221	Gas Tax/HUTA		191,000
387	American Rescue Plan Act (ARPA)	1,000,000	1,000,000

1,191,000 Totals: 1,000,000

Comments		

October 9,24 9:38 AM Printed:

BY:

Susan Vombaur

Page 1

Advertised: July 9, 2024 (Agenda Item: 3.30)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 31, 2024

PROJECT: Oleander Avenue

Sidewalk Improvements Project Phase II Between Haines Street and Clark Street

Community of Mead Valley

	Company Name	BASE BID SCHEDULE Oleander Avenue Sidewalk Improvements, Phase II	Project Total
	COUNTY'S ESTIMATE	686,617.00	\$686,617.00
1	Hillcrest Contracting, Inc	791,997.80	\$791,997.80
2	All American Asphalt	828,984.00	\$828,984.00
3	Onyx Paving Company, Inc.	848,000.00	\$848,000.00
4	US Builders and Consultants Inc.	1,163,888.50	\$1,163,888.50
	Average Bid Prices	\$908,217.58	\$908,217.58

Advertised: July 9, 2024 (Agenda Item: 3.30)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 31, 2024

PROJECT: Oleander Avenue

Sidewalk Improvements Project Phase II Between Haines Street and Clark Street

Community of Mead Valley

BASE BI	BASE BID SCHEDULE - Oleander Avenue Sidewalk Improvements, Phase II				COUNTY'S	ESTIMATE	Hillcrest Contracting, Corona, CA 92879	Inc
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	8,000.00	8,000.00	30,000.00	30,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00	87,000.00	87,000.00
3	170103	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00	18,000.00	18,000.00
4	100100	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	9,700.00	9,700.00
5	066102	DUST ABATEMENT	LS	1	1,500.00	1,500.00	7,800.00	7,800.00
6	390132	HOT MIX ASPHALT (TYPE A)	TON	748	145.00	108,460.00	135.00	100,980.00
7	260201	CLASS 2 AGGREGATE BASE	CY	518	60.00	31,080.00	133.00	68,894.00
8	190101	ROADWAY EXCAVATION	CY	1,508	150.00	226,200.00	90.00	135,720.00
9	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	ĹF	1,338	40.00	53,520.00	36.00	48,168.00
10	731521	MINOR CONCRETE (SIDEWALK)	SQFT	8,262	10.00	82,620.00	6.30	52,050.60
11	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	826	12.00	9,912.00	27.00	22,302.00
12	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	6	5,000.00	30,000.00	2,700.00	16,200.00
13	782120	RELOCATE MAILBOX	EA	2	600.00	1,200.00	830.00	1,660.00
14	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQFT	334	50.00	16,700.00	9.40	3,139.60
15	803060	REMOVE CHAINLINK GATE	EA	2	1,000.00	2,000.00	650.00	1,300.00
16	803050	REMOVE CHAINLINK FENCE	LF	8	15.00	120.00	70.00	560.00

Advertised: July 9, 2024 (Agenda Item: 3.30)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 31, 2024

PROJECT: Oleander Avenue

Sidewalk Improvements Project Phase II Between Haines Street and Clark Street

Community of Mead Valley

BASE BI	BASE BID SCHEDULE - Oleander Avenue Sidewalk Improvements, Phase II (Continued)			COUNTY'S	ESTIMATE	Hillcrest Contracting, Inc Corona, CA 92879		
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	2	6,000.00	12,000.00	8,100.00	16,200.00
18	800300	CHAIN LINK FENCE	LF	6	50.00	300.00	216.00	1,296.00
19	038401	REMOVE TRAFFIC STRIPING AND PAVEMENT MARKINGS	SQFT	561	2.50	1,402.50	4.90	2,748.90
20	820530	RELOCATE ROADSIDE SIGN	EA	6	150.00	900.00	190.00	1,140.00
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	221	2.50	552.50	2.70	596.70
22	820840	ROADSIDE SIGN - ONE POST	EA	4	250.00	1,000.00	380.00	1,520.00
23	803150	RECONSTRUCT CHAINLINK GATE	EA	2	2,500.00	5,000.00	1,730.00	3,460.00
24	190161	ROCK EXCAVATION [AND HAULING]	CY	593	50.00	29,650.00	138.00	81,834.00
25	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	3	1,500.00	4,500.00	11,600.00	34,800.00
26	665017	18" CORRUGATED STEEL PIPE (.079" THICK)	LF	25	100.00	2,500.00	370.00	9,250.00
27	513553	RETAINING WALL (MASONRY WALL)	LF	27	500.00	13,500.00	324.00	8,748.00
28	015602	FUNDING AWARNESS SIGN	EA	1	1,000.00	1,000.00	1,930.00	1,930.00
29	010602	MICELLANEOUS WORK (AS DIRECTED)	FA	1	25,000.00	25,000.00	25,000.00	25,000.00
9		PROJECT TOTAL ITEMS 1 - 29				686,617.00		791,997.80

Advertised: July 9, 2024 (Agenda Item: 3.30)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 31, 2024

PROJECT: Oleander Avenue
Sidewalk Improvements Project Phase II
Between Haines Street and Clark Street
Community of Mead Valley

BASE BI	D SCHEDUL	E - Oleander Avenue Sidewalk Improvements, Phase II			All American Asphalt Corona, CA92879	2	Onyx Paving Compan Anaheim, CA 92806	3 y, Inc.
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,300.00	5,300.00	6,600.00	6,600.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	100,000.00	100,000.00	88,000.00	88,000.00
3	170103	CLEARING AND GRUBBING	LS	1	90,000.00	90,000.00	111,616.00	111,616.00
4	100100	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	6,300.00	6,300.00
5	066102	DUST ABATEMENT	LS	1	6,000.00	6,000.00	6,000.00	6,000.00
6	390132	HOT MIX ASPHALT (TYPE A)	TON	748	124.00	92,752.00	137.00	102,476.00
7	260201	CLASS 2 AGGREGATE BASE	CY	518	66.00	34,188.00	73.00	37,814.00
8	190101	ROADWAY EXCAVATION	CY	1,508	60.00	90,480.00	69.00	104,052.00
9	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,338	52.00	69,576.00	55.00	73,590.00
10	731521	MINOR CONCRETE (SIDEWALK)	SQFT	8,262	11.00	90,882.00	9.00	74,358.00
11	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	826	25.00	20,650.00	27.00	22,302.00
12	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	6	3,400.00	20,400.00	3,700.00	22,200.00
13	782120	RELOCATE MAILBOX	EA	2	1,500.00	3,000.00	1,500.00	3,000.00
14	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQFT	334	13.00	4,342.00	6.00	2,004.00
15	803060	REMOVE CHAINLINK GATE	EA	2	2,800.00	5,600.00	1,000.00	2,000.00
16	803050	REMOVE CHAINLINK FENCE	LF	8	38.00	304.00	300.00	2,400.00

Advertised: July 9, 2024 (Agenda Item: 3.30)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 31, 2024

PROJECT: Oleander Avenue
Sidewalk Improvements Project Phase II
Between Haines Street and Clark Street
Community of Mead Valley
Project No. D2-0109

BASE BI	D SCHEDUL	E - Oleander Avenue Sidewalk Improvements, Phase II (Continu	ed)		All American Asphalt Corona, CA92879	2	Onyx Paving Company Anaheim, CA 92806	40
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	2	9,600.00	19,200.00	7,700.00	15,400.00
18	800300	CHAIN LINK FENCE	LF	6	220.00	1,320.00	700.00	4,200.00
19	038401	REMOVE TRAFFIC STRIPING AND PAVEMENT MARKINGS	SQFT	561	5.00	2,805.00	14.00	7,854.00
20	820530	RELOCATE ROADSIDE SIGN	EA	6	190.00	1,140.00	222.00	1,332.00
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	221	3.00	663.00	13.00	2,873.00
22	820840	ROADSIDE SIGN - ONE POST	EA	4	380.00	1,520.00	424.00	1,696.00
23	803150	RECONSTRUCT CHAINLINK GATE	EA	2	5,900.00	11,800.00	3,700.00	7,400.00
24	190161	ROCK EXCAVATION [AND HAULING]	CY	593	100.00	59,300.00	73.00	43,289.00
25	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	3	10,000.00	30,000.00	13,000.00	39,000.00
26	665017	18" CORRUGATED STEEL PIPE (.079" THICK)	LF	25	522.00	13,050.00	424.00	10,600.00
27	513553	RETAINING WALL (MASONRY WALL)	LF	27	856.00	23,112.00	828.00	22,356.00
28	015602	FUNDING AWARNESS SIGN	EA	1	3,600.00	3,600.00	2,288.00	2,288.00
29	010602	MICELLANEOUS WORK (AS DIRECTED)	FA	1	25,000.00	25,000.00	25,000.00	25,000.00
	PROJECT TOTAL ITEMS 1 - 29					828,984.00		848,000.00

Advertised: July 9, 2024 (Agenda Item: 3.30)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 31, 2024

PROJECT: Oleander Avenue
Sidewalk Improvements Project Phase II
Between Haines Street and Clark Street
Community of Mead Valley
Project No. D2-0109

BASE BI					US Builders and Consultants Inc. Irvine, CA 92618		
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	
1	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	6,165.00	6,165.00	
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	9,705.00	9,705.00	
3	170103	CLEARING AND GRUBBING	LS	1	28,565.00	28,565.00	
4	100100	DEVELOP WATER SUPPLY	LS	1	7,445.00	7,445.00	
5	066102	DUST ABATEMENT	LS	1	4,280.00	4,280.00	
6	390132	HOT MIX ASPHALT (TYPE A)	TON	748	350.00	261,800.00	
7	260201	CLASS 2 AGGREGATE BASE	CY	518	170.00	88,060.00	
8	190101	ROADWAY EXCAVATION	CY	1,508	185.00	278,980.00	
9	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,338	53.00	70,914.00	
10	731521	MINOR CONCRETE (SIDEWALK)	SQFT	8,262	15.25	125,995.50	
11	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	826	16.00	13,216.00	
12	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	6	5,268.00	31,608.00	
13	782120	RELOCATE MAILBOX	EA	2	242.50	485.00	
14	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQFT	334	2.50	835.00	
15	803060	REMOVE CHAINLINK GATE	EA	2	296.00	592.00	
16	803050	REMOVE CHAINLINK FENCE	LF	8	16.00	128.00	

Advertised: July 9, 2024 (Agenda Item: 3.30)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 31, 2024

PROJECT: Oleander Avenue

Sidewalk Improvements Project Phase II Between Haines Street and Clark Street

Community of Mead Valley

BASE BI	D SCHEDUL	E - Oleander Avenue Sidewalk Improvements, Phase II (Continue	4 US Builders and Consultants Inc. Irvine, CA 92618				
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	2	3,070.00	6,140.00	
18	800300	CHAIN LINK FENCE	LF	6	62.50	375.00	
19	038401	REMOVE TRAFFIC STRIPING AND PAVEMENT MARKINGS	SQFT	561	12.00	6,732.00	
20	820530	RELOCATE ROADSIDE SIGN	EA	6	435.00	2,610.00	
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	221	32.00	7,072.00	
22	820840	ROADSIDE SIGN - ONE POST	EA	4	652.00	2,608.00	
23	803150	RECONSTRUCT CHAINLINK GATE	EA	2	1,190.00	2,380.00	
24	190161	ROCK EXCAVATION [AND HAULING]	CY	593	270.00	160,110.00	
25	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	3	3,385.00	10,155.00	
26	665017	18" CORRUGATED STEEL PIPE (.079" THICK)	LF	25	82.00	2,050.00	
27	513553	RETAINING WALL (MASONRY WALL)	LF	27	323.00	8,721.00	
28	015602	FUNDING AWARNESS SIGN	EA	1	1,162.00	1,162.00	
29	010602	MICELLANEOUS WORK (AS DIRECTED)	FA	1	25,000.00	25,000.00	
	PROJECT TOTAL ITEMS 1 - 29					1,163,888.50	

Bid

07/10/2024

Date:

То:	County of Riverside, hereafter called "County";		
Bidder:	HILLCREST CONTRACTING, INC.		
	(hereafter called "Contractor")		• 33

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Oleander Avenue Sidewalk Improvements Project Phase II, Between Haines Street and Clark Street, Community of Mead Valley, Project No. D2-0109 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.

Oleander Avenue Sidewalk Improvements Project Phase II Between Haines Street and Clark Street Community of Mead Valley Project No. D2-0109

PROPOSAL

ITEM No.	ITEM CODE	ITEM		ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BI	D SCHEDULE	- Oleander Avenue Sidewalk Improvements, Phase II	_			
1	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	30000	30000
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	87000	87000
3	170103	CLEARING AND GRUBBING	LS	1	18000	18000
4	100100	DEVELOP WATER SUPPLY	LS	1	9700	9700
5	066102	DUST ABATEMENT	LS	1	7800	7800
6	390132	HOT MIX ASPHALT (TYPE A)	TON	748	135.00	100,980
7	260201	CLASS 2 AGGREGATE BASE	CY	518	133.00	68894
8	190101	ROADWAY EXCAVATION	CY	1,508	90.00	135720
9	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,338	36.00	48168
10	731521	MINOR CONCRETE (SIDEWALK)	SQFT	8,262	6.30	52050.60
11	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	826	27.00	22,302
12	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	6	2700	16200
13	782120	RELOCATE MAILBOX	EA	2	830	1660
14	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQFT	334	9.40	3139.60
15	803060	REMOVE CHAINLINK GATE	EA	2	650	1300
16	803050	REMOVE CHAINLINK FENCE	LF	8	70.00	560
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	2	8100	16,200
18	800300	CHAIN LINK FENCE	LF	6	216	1296
19	038401	REMOVE TRAFFIC STRIPING AND PAVEMENT MARKINGS	SQFT	561	4.90	2748.90
20	820530	RELOCATE ROADSIDE SIGN	EA	6	190	1140
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	221	2.70	596.70
22	820840	ROADSIDE SIGN - ONE POST	EA	4	380	1520

PROPOSAL

ITEM No.	ITEM CODE	ITEM		ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)		
BASE BI	BASE BID SCHEDULE - Oleander Avenue Sidewalk Improvements, Phase II (continued)							
23	803150	RECONSTRUCT CHAINLINK GATE	EA	2	1730	3460		
24	190161	ROCK EXCAVATION [AND HAULING]	CY	593	138	81834		
25	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	EA	3	11600	34800		
26	665017	18" CORRUGATED STEEL PIPE (.079" THICK)	LF	25	370	9250		
27	513553	RETAINING WALL (MASONRY WALL)	LF	27	324	8748		
28	015602	FUNDING AWARNESS SIGN	EA	1	1930	1930		
29	010602	MICELLANEOUS WORK (AS DIRECTED)	FA	1	25,000.00	25,000.00		

PROJECT SEVEN HUNDRED NINETY ONE THOUSAND NINE HUNDRED \$ 791,997.80

ITEMS 1-29

NINETY SEVEN AND EIGHTY CENTS

Bidder Data and Signature

HILLCREST CONTRACTING, INC.

Name of Bidder:

Type of organization:CORPORAT	ION				
Person(s) authorized to sign for Bidd	er:JUSTIN PARSONS	- PRESIDENT			
	JAMES WONG - VF	P/SECRETARY			
president, secretary, treasurer and ma If Bidder is a Co-Partnership , state to composing firm. If Bidder is a sole proprietorship or a	nnager thereof. True name of firm and a Individual, state firs than an owner, partn	and also names of the president, vice- lso names of all individual co-partners at and last name(s) in full. er or corporate officer, Bid shall be			
Business Street Address:	1467 CIRCLE CITY DRIVE (Please include business address even if P.O. Box is used.)				
Business City, State, Zip Code:	CORONA, CA 92879-1668				
P.O. Box- Number:	P.O. BOX 1898				
P.O. Box- City, State, Zip Code:	CORONA, CA 92878-1898				
Phone: (<u>951</u>) <u>273-9600</u>					
Facsimile: (951)273-9608	ī.				
E-mail: BIDS@HILLCRESTCONTRACTIN	NG.COM				
Contrac	ctor's license number:	471664			
License	e Classification(s):	CLASS A			
Expirat	tion date:	04/30/2025			
Department of Industrial Relations R	egistration Number:	1000006056			

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:

Oleander Avenue Sidewalk Improvements Project Phase II Between Haines Street and Clark Street Community of Mead Valley Project No. D2-0109

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

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

Signature:		
Name (printed):	TUSTIN PARSONS	
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):	HILLCREST CONTRACTING, INC.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	VALLEY CITIES	575325	1000001817	1338 6TH ST. NORCO, CA	15,16,18,23	
2.	O'DUFFY CONSTRUCT	10N 647025	1000006692	24034 GUNTHEN ROMOLANDICA	25,26	
3.	I-MASONEY	985727	100410170	RWERSIDE, CA	LIA 27	
4.	THERSTATE SP.	5.9. 1087140	5.9 1000 866044	GTBY POPLARAN	= 5.0 A, 20,31,22	
5.	CAT TRACKING INC.	991122	1000001750	17 COMMERCIAL AND RIVERSIDE CA	19,20,21,22	
6.						

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

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)

							
I am the PRESIDENT the party making the foregoing	(Title) of HILLCREST CONTRACTING, INC. (Company), bid.						
association, organization, or co has not directly or indirectly in bidder has not directly or ind anyone else to put in a sham bi manner, directly or indirectly,	rest of, or on behalf of, any undisclosed person, partnership, company, or poration. The bid is genuine and not collusive or sham. The bidder duced or solicited any other bidder to put in a false or sham bid. The irectly colluded, conspired, connived, or agreed with any bidder or d, or that anyone shall refrain from bidding. The bidder has not in any sought by agreement, communication, or conference with anyone to r any other bidder, or to fix any overhead, profit, or cost element of the or bidder.						
or her bid price of any breakd relative thereto, to any corpora or to any member or agent ther	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.						
venture, limited liability compa	laration on behalf of a bidder that is a corporation, partnership, joint any, limited liability partnership, or any other entity, hereby represents execute, and does execute, this declaration on behalf of the bidder.						
I declare under penalty of perjuthat this declaration is executed	ary under the applicable laws that the foregoing is true and correct and don						
JULY(I	Month) (Day) of (Year),						
atCORONA	(City), CA (State).						
Signature of Declarant:							
Printed name of Declarant:	JUSTIN PARSONS						
Name of Bidder (Company):	HILLCREST CONTRACTING, INC.						
Title or Office:	PRESIDENT						
Note: Notarization of signature Check box if attachment							

B7

The undersigned declares:

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 Subscribed and sworn to (or affirmed) before me on this 10th _____, 20 24 , by Justin Parsons day of July proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. A. GUTIERREZ Notary Public - California **Riverside County** Commission # 2425219 My Comm. Expires Nov 13, 2026

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 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.

Contractor Name/Financial Institution (I	Federal ID Number (or n/a)					
By (Authorized Signature)						
Printed Name and Title of Person Signin	g Justin Parsons - Pr	LESIDENT				
Date Executed 7/10/24	Executed in COPONA,					

Option #2 - Exemption

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

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

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

Opt Out of Payment Adjustments for Price Index Fluctuations

Oleander Avenue Sidewalk Improvements Project Phase II Between Haines Street and Clark Street Community of Mead Valley Project No. D2-0109

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:	7/10/24
Company Name (Bidder):	HILLOREST CONTRACTING, INC
Signature:	(Signature of Company's authorized officer or designated representative)
Name (printed):	JUSTIN PARSONS
Title:	PRESIDENT

V.050321 B9

BIDDER CERTIFICATION ON FEDERAL CONTRACT REQUIREMENTS

PROJECT NAME: <u>Oleander Avenue Sidewalk Improvements Project Phase II, Between Haines</u> Street and Clark Street, Community of Mead Valley, Project No. D2-0109

CERTIFICATION:

I hereby certify that I have reviewed and understand the Federal Provisions Attachment included in the bid package and the construction contract related requirements imposed on the Contractor(s) of ARPA- funded construction projects, including but not limited to the following:

- 1. The subject project is being financed with ARPA Funds (*Title VI of the Social Security Act Section 602 et seq*); and
- 2. This project and all related construction contracts are subject to the latest U.S. Department of Labor Prevailing Wage Determination (See Appendix for Federal Prevailing Wage Decision rates); and
- 3. The requirement that the decision to award to contract is conditioned upon acceptance of the Prevailing Wage Determination.
- 4. This project is subject to all applicable laws and regulations as listed in the Federal Provisions Attachment. (Included in bid Documents)

CONTRACTOR'S NAME: HILLCREST CONTRACTING, INC.	
CONTRACTOR'S LICENSE NO.: 471664	
ADDRESS: 1467 CIRCLE CITY DRIVE, CORONA, CA 92879-1668	
AUTHORIZED REPRESENTATIVE: JUSTIN PARSONS	(Type/Write Name)
SIGNATURE:	
DATE:07/10/2024	

V.053024 B10

Bid Bond

Recitals:			
1. Hillcrest Contract	cting, Inc.		"Contractor", has
submitted his/her Contractor's Proposal		side, "County", fo	
public work for Oleander Avenue Side			
Street and Clark Street, Community of			
Notice Inviting Bids from the County.			
2. Fidelity and Deposit Company of M	Maryland a	Illinois	
corporation, hereafter called "Surety", is		ıd.	
	100 - 100 -		
Agreement:			
We, Contractor as Principal and Surety as Su	irety, jointly and seve	erally agree and st	ate as follows:
1. The amount of the obligation of this bond		t of the Contractor	r's Proposal, including
bid alternates, and inures to the benefit of			
2. This Bond is exonerated by (1) County re			
is accepted, Contractor executes the Con			
otherwise it remains in full force and eff			
resulting from failure of Contractor to ac	_		types of possible loss,
damage and expense are specified in the			
3. Surety, for value received, stipulates an			
impaired or affected by any extension of	of time within which	County may acc	cept the Proposal and
waives notice of any such extension.4. This Bond is binding on our heirs, execute	tore administrators		
4. This boild is binding on our news, execut	tors, administrators,	successors and ass	aigns.
Dated:July 11, 2024			
Signatures:			
orginatoro.			
Fidelity and Deposit Company of Marylan	nd Hillo	rest Contracting	, Inc.
2 021	\sim		
By Du Tha	By:		TUSTIN PARSONS
Spencer Flake			
Title Attorney in Fact	Title:	REGIDENT	
"Surety"		"Contractor"	
A NOE			
SIMIFOR			
SIMIEOF	ss. SURE	TY'S ACKNOWI	LEDGEMENT
SINTE OF	ss. SURE	TY'S ACKNOWI	LEDGEMENT
SAME OF		TY'S ACKNOWI	LEDGEMENT
On	before me		
personally appeared,	before mekng	nua to me, or prov	ved to me on the basis
personally appeared, of satisfactory evidence. to be the person	before me, kng whose name is sul	over to me, or provoscribed to the w	ved to me on the basis within instrument and
personally appeared, of satisfactory evidence, to be the person acknowledged to me that he/she executed the	before me. knownose name is sulte same in his/her au	oscribed to the w	ved to me on the basis vithin instrument and es, and that by his/her
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personally appeared, of satisfactory evidence, to be the person acknowledged to me that he/she executed the	before me. knownose name is sulte same in his/her au	oscribed to the w	ved to me on the basis vithin instrument and es, and that by his/her
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA County of Orange On JULY 11, 2024 before me, Lexie Sherwood , Notary Public, Insert Name of Notary exactly as it appears on the official seal personally appeared Spencer Flake 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), LEXIE SHERWOOD and that by his/her/their signature(s) on the instrument the COMM. #2363681 COMM. #2363681 NOTARY PUBLIC - CALIFORNIA ₹ person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. ORANGE COUNTY MY COMM EXPIRES JULY 27, 2025 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 Above - OPTIONAL -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document. **Description of Attached Document** Title or Type of Document: Number of Pages: Document Date: Signer(s) Other Than Named Above Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Individual ☐ Individual Corporate Officer — Title(s): Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General ☐ Partner ☐ Limited ☐ General ☐ Attorney in Fact ☐ Attorney in Fact RIGHT THUMBPRINT RIGHT THUMBPRINT Trustee ☐ Trustee OF SIGNER OF SIGNER ☐ Guardian or Conservator Guardian or Conservator Top of thumb here Top of thumb here Other: Other Signer is Representing: Signer is Representing:

ACKNOWLEDGMENT

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

State of California County ofRiverside)	
On July 22, 2024	efore me, A. Gut	ierrez, Notary Public sert name and title of the officer)
subscribed to the within instrument a	isfactory evidence	to be the person(s) whose name(s) is/are to me that he/she/they executed the same is er/their signature(s) on the instrument the a(s) acted, executed the instrument.
I certify under PENALTY OF PERJU paragraph is true and correct.	RY under the laws	of the State of California that the foregoing
WITNESS my hand and official seal.	(Se	A. GUTIERREZ Notary Public - California Riverside County Commission # 2425219 My Comm. Expires Nov 13, 2026

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 09th day of July, A.D. 2024.

SEAL TO SEAL T

ATTEST:

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

By: Thomas O. McClennan Vice President

The omehile

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 09th day of July, A D 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of July 2024.







Mary Jean Pethick Vice President

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

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



Company Search

Company Search

Results

→ Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

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

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven

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

Reference Information

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

back to top

NAIC Group List

NAIC Group #:

0212 ZURICH INS GRP

Lines Of Business

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

CREDIT

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

WORKERS' COMPENSATION

TEAM AND VEHICLE

back to top