

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



ITEM: 3.83
(ID # 26256)

MEETING DATE:

Tuesday, December 03, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Accept the Low Bid and Award the Contract for the Construction of the Nuevo Area Resurfacing Group Project in the Community of Nuevo; District 5. [\$2,838,364 Total Cost - Local Funds 5.8%, ARPA Funds 94.2%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Waive** any and all immaterial irregularities and accept the low bid of Vance Corporation of Beaumont, California in the amount of \$2,838,363.79;
2. **Award** the contract to Vance Corporation and authorize the Chair of the Board to execute the contract documents; and
3. **Approve** the project's proposed budget as shown on Attachment "A".

ACTION:Policy


Dennis Acuna, Director of Transportation 10/22/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 3, 2024
xc: TLMA-Transp.

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,838,364	\$ 0	\$ 2,838,364	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/SB1 (5.7%), American Rescue Plan Act (ARPA) (94.2%), and Frontier Communications (0.1%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated August 27, 2024 (Agenda Item 3.86), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Nuevo Area Resurfacing Group Project in the Community of Nuevo of Riverside County.

The Nuevo Area Resurfacing Group project includes five roads totaling an approximate combined length of 3.3 miles as follows:

Road Name	Begin		End	Road Segment Length (Ft)
12th Street	Reservoir Avenue	to	North Drive	3,640
13th Street	Reservoir Avenue	to	North Drive	4,450
Apricot Avenue	Lakeview Avenue	to	North Drive	2,710
Stalder Avenue	Ramona Avenue	to	Lakeview Avenue	715
North Drive	Nuevo Road	to	Lakeview Avenue	5,440

The five projects were combined to bid as one project in order to gain cost efficiencies by eliminating multiple bidding and administrative procedures and to seek more favorable proposed costs associated with larger bid quantities.

Roadway resurfacing is needed due to the deteriorated pavement conditions, generally associated with age and traffic loading. Mainly, the resurfacing of the five roads will consist of pulverizing the existing asphalt concrete pavement in place and placing new hot mix asphalt (HMA) pavement. At intersections, the roadway resurfacing will consist of removing the existing asphalt concrete and underlying material and placing new HMA.

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STATE OF CALIFORNIA**

Additional improvements include the construction of an asphalt concrete dike, the placement of a safety edge, and shoulder backing to protect the outside edge of the pavement. Drainage improvements include the replacement of culverts, construction of concrete headwalls and wing walls, installation of flared end sections, and installation of precast drainage inlets. Safety features include placing roadside signs, traffic stripes, thermoplastic crosswalks and pavement markings, and other associated work.

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, rather than funding ongoing operational costs. As a result of these principles, the Nuevo Area Resurfacing Group Project was selected as a recipient of \$3,000,000 of ARPA funds from District 5 per Minute Order dated April 30, 2024 (Agenda Item 3.8).

The Contract includes the following schedules of work:

Base Bid Schedule: Nuevo Area Resurfacing Group
Alternative Bid Schedule 1: Frontier Communications (Frontier) Facilities Adjustment

Frontier has accepted the bid prices proposed by Vance Corporation for Alternative Bid Schedule 1, which include adjustments of a total of one (1) manhole, and the cost for the work will be reimbursed by Frontier through a reimbursement letter Agreement that will be executed by the Director of Transportation. The Director of Transportation has the authority to sign reimbursement Agreements up to \$100,000 per Minute Order dated November 19, 2019 (Agenda Item 3.25).

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

Project No's. D4-0136 – 12th Street
D4-0137 – 13th Street
D4-0138 – Apricot Avenue
D4-0139 – Stalder Avenue
D4-0140 – North Drive

Impact on Residents and Businesses

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STATE OF CALIFORNIA**

The purpose of these projects is to rehabilitate deteriorated segments of 12th Street, 13th Street, Apricot Avenue, Stalder Avenue, and North Drive in the Community of Nuevo, to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

The work is scheduled to begin in January 2025. The work will be phased to keep the road open during construction as much as possible and will take approximately four and a half months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

Construction is expected to be completed in Fiscal Year 2024/2025 and will be funded with Gas Tax/SB1, American Rescue Plan Act (ARPA), and Frontier Communications funds.

There are no General Funds used in this project.

Contract History and Price Reasonableness

A total of seven bids were received on Wednesday September 18, 2024 ranging from \$2,838,364 to \$3,383,652. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by Vance Corporation in the amount of \$2,838,364 which is \$100,420 (3.7%) above the engineer's cost estimate.

The Transportation Department recommends the award of the contract to Vance Corporation in the amount of \$2,838,364.

ATTACHMENTS:

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

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


Jason Farin, Principal Management Analyst 11/21/2024


Aaron Gettis, Chief of Deputy County Counsel 11/20/2024

Contract

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

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Nuevo Area Resurfacing Group, 12th Street, 13th Street, Apricot Avenue, Stalder Avenue, and North Drive, Community of Nuevo, Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of **2018** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda (**None**), (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

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

3. Prosecution, Progress and Liquidated Damages

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

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

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

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

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

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

4. Compensation

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

Nuevo Area Resurfacing Group
12th Street, 13th Street, Apricot Avenue,
Stalder Avenue, and North Drive
Community of Nuevo
Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Nuevo Area Resurfacing Group						
1	066100	DUST ABATEMENT	LS	1	51,194.67	51,194.67
2	100100	DEVELOP WATER SUPPLY	LS	1	19,563.71	19,563.71
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	156,595.75	156,595.75
4	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	20,395.43	20,395.43
5	170103	CLEARING AND GRUBBING	LS	1	5,657.74	5,657.74
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	51,270	3.26	167,140.20
7	190101 (F)	ROADWAY EXCAVATION	CY	689	63.62	43,834.18
8	190185 (F)	SHOULDER BACKING	LF	32,764	2.85	93,377.40
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1,059	2.58	2,732.22
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	4,070	2.58	10,500.60
11	390132	HOT MIX ASPHALT (TYPE A)	TON	15,102	119.37	1,802,725.74
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	6,796	2.58	17,533.68
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [AC SWALE & SLOPE LINING]	SQFT	1,541	15.29	23,561.89
14	510092	STRUCTURAL CONCRETE, HEADWALL	EA	1	17,624.10	17,624.10
15	510094	STRUCTURAL CONCRETE, DRAINAGE INLET	EA	2	7,907.76	15,815.52
16	667009	24" X 18" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	269	369.38	99,363.22

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID SCHEDULE - Nuevo Area Resurfacing Group (Continued)

17	667037	64" X 43" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	47	583.10	27,405.70
18	705405	24" X 18" STEEL FLARED END PIPE ARCH SECTION	EA	2	4,461.17	8,922.34
19	017113	TRANSITION STRUCTURE (RCFC&WCDS TS 301)	EA	1	17,624.10	17,624.10
20	015602	FUNDING AWARENESS SIGN	EA	3	3,289.16	9,867.48
21	820410	SALVAGE ROADSIDE SIGN	EA	18	114.72	2,064.96
22	820840	ROADSIDE SIGN - ONE POST	EA	18	688.34	12,390.12
23	840519 (F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	668	9.75	6,513.00
24	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	113	17.21	1,944.73
25	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	200,000.00	200,000.00

BASE BID SCHEDULE 1: Two million, eight hundred thirty-four thousand, three hundred forty-eight dollars and forty-eight cents **\$2,834,348.48**
 ITEMS 1 - 25 "WORDS"

ALTERNATIVE BID SCHEDULE 1 - Frontier Facilities Adjustments

26	710200	ADJUST MANHOLE [FRONTIER]	EA	1	4,015.31	4,015.31
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ALT BID SCHEDULE 1: Four thousand, fifteen dollars and thirty-one cents **\$4,015.31**
 ITEM 26 "WORDS"

PROJECT TOTAL: Two million, eight hundred thirty-eight thousand, three hundred sixty-three dollars and seventy-nine cents **\$2,838,363.79**
 ITEMS 1 - 26 "WORDS"

Nuevo Area Resurfacing Group
12th Street, 13th Street, Apricot Avenue,
Stalder Avenue, and North Drive
Community of Nuevo
Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140

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

COUNTY OF RIVERSIDE

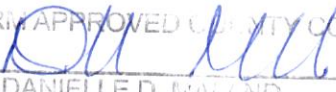
BY: 
CHUCK WASHINGTON
Chair, Board of Supervisors

DATED: 12/03/2024

ATTEST:

Kimberly A. Rector, Clerk of the Board

BY: 
Deputy

FORM APPROVED COUNTY COUNSEL
BY: 
DANIELLE D. MALAND

VANCE CORPORATION

BY: 

TITLE: President
(If Corporation, affix Seal)

ATTEST:



TITLE: Vice President

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

License No.: 414567

Federal Employer Identification Number:
95-3767799

Department of Industrial Relations Registration Number:
1000008103

BY _____
"County"

"Corporation"
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Riverside)

On 9/30/2024 before me, Rachel E. Payne, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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State of California)

County of Riverside)

On 9/30/2024 before me, Rachel E. Payne, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Robert Erault
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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

BOARD RESOLUTION APPOINTING OFFICERS

APPOINTMENT OF OFFICERS.

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

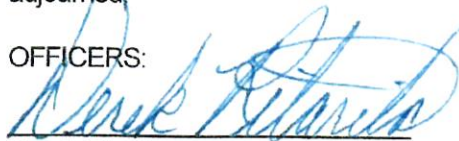
<u>Office</u>	<u>Name</u>
President and Chief Executive officer	<u>Derek Ritaita</u>
Vice President and Chief Financial Officer	<u>Robert Erautt</u>
Secretary	<u>Christian Peacock</u>

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

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

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

OFFICERS:



Derek Ritaita
President, CEO



Christian Peacock
Secretary



Robert Erautt
CFO

Performance Bond

Recitals:

1. **Vance Corporation** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Nuevo Area Resurfacing Group, 12th Street, 13th Street, Apricot Avenue, Stalder Avenue, and North Drive, Community of Nuevo, Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140.**

2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$2,838,363.79 (Two million, eight hundred thirty-eight thousand, three hundred sixty-three dollars and seventy-nine cents)** and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are Vance Corporation as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$2,838,363.79 (Two million, eight hundred thirty-eight thousand, three hundred sixty-three dollars and seventy-nine 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 Nuevo Area Resurfacing Group, 12th Street, 13th Street, Apricot Avenue, Stalder Avenue, and North Drive, Community of Nuevo, Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140.

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

ORIGINAL

ISSUED IN TWO ORIGINAL COUNTERPARTS
COUNTERPART NO. 2 OF 2

BOND NO. WCN7470339
PREMIUM: \$31,038.00
THE PREMIUM IS PREDICATED ON
THE FINAL CONTRACT PRICE AND
IS SUBJECT TO ADJUSTMENT.

Performance Bond

Recitals:

1. **Vance Corporation** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Nuevo Area Resurfacing Group, 12th Street, 13th Street, Apricot Avenue, Stalder Avenue, and North Drive, Community of Nuevo, Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140.**
2. Old Republic Surety Company, a Wisconsin corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$2,838,363.79 (Two million, eight hundred thirty-eight thousand, three hundred sixty-three dollars and seventy-nine 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 September 26, 2024

By Vance Corporation
By *Derek Ritarito*

Title *President*

"Contractor"

(Corporate Seal)

Old Republic Surety Company
By *[Signature]*
Type Name Julia B. Bales, Attorney-in-Fact

Its Attorney in Fact
"Surety"

(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Riverside)

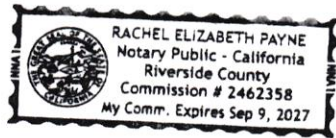
On 9/27/24 before me, Rachel E. Payne, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }

On SEP 26 2024 before me, Mariah Giselle Barela, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Julia B. Bales
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature *MGB*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

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

Old Republic Surety Company

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

SURETY, LIABILITY and MISCELLANEOUS

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

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

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



ROXANI M. GILLESPIE
Insurance Commissioner
[Signature]
VICTORIA S. SIDBUKY
Deputy

By

NOTICE:

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



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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

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

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

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

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

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

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

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



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

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



74 4030

Signed and sealed at the City of Brookfield, WI this 26th day of September, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

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- NAIC Group List
- Lines of Business
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- 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
OLD REPUBLIC SURETY COMPANY

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

Old Company Names
Effective Date
Agent For Service

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

Reference Information

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

[back to top](#)

NAIC Group List

NAIC Group #: **0150** OLD REPUBLIC GRP

Lines Of Business

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

LIABILITY
MISCELLANEOUS
SURETY

[back to top](#)

ISSUED IN TWO ORIGINAL COUNTERPARTS
COUNTERPART NO. 2 OF 2

BOND NO. WCN7470339
PREMIUM: INCLUDED IN THE
PREMIUM CHARGED FOR THE
PERFORMANCE BOND
*THE PREMIUM IS PREDICATED ON
THE FINAL CONTRACT PRICE AND
IS SUBJECT TO ADJUSTMENT.*

Payment Bond

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

The makers of this Bond are Vance Corporation as Principal and Original Contractor and Old Republic Surety Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$2,838,363.79 (Two million, eight hundred thirty-eight thousand, three hundred sixty-three dollars and seventy-nine 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 **Nuevo Area Resurfacing Group, 12th Street, 13th Street, Apricot Avenue, Stalder Avenue, and North Drive, Community of Nuevo, Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140.**

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: September 26, 2024

Vance Corporation
Original Contractor – Principal

Old Republic Surety Company
Surety

By *Derek Pitarilo*

By *B*
Julia B. Bales, Attorney-in-Fact
Its Attorney In Fact

Title *President*

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE _____
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

*see attached-
Acknowledgment.*

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Riverside)

On 9/27/24 before me, Rachel E. Payne, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }

On SEP 26 2024 before me, Mariah Giselle Barela, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Julia B. Bales
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Mariah Barela
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

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

Old Republic Surety Company

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

SURETY, LIABILITY and MISCELLANEOUS

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

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

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



ROYANI M. GUILLESPIE
Insurance Commissioner

Victoria S. Sidbury
VICTORIA S. SIDBURY
Deputy

By

NOTICE:

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



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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

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

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

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

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

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

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

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



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

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

74 4030



Signed and sealed at the City of Brookfield, WI this 26th day of September, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

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- Agent for Service
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- Lines of Business
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- Financial Statements PDF's
 - Annual Statements
 - Quarterly Statements
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 - Company Performance & Comparison Data
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 - View Financial Disclaimer

COMPANY PROFILE
Company Information
OLD REPUBLIC SURETY COMPANY

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

Old Company Names
Effective Date
Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: **0150** OLD REPUBLIC GRP

Lines Of Business

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

LIABILITY
MISCELLANEOUS
SURETY

[back to top](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/07/2024

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

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


PRODUCER Saint Moore Insurance Agency 1150 Brookside Avenue, Suite Q Redlands CA 92373	CONTACT NAME: Jessica Santos PHONE (A/C, No, Ext): (909) 793-2151 E-MAIL ADDRESS: jsantos@stmooreinsurance.com	FAX (A/C, No): (909) 798-7068
	INSURER(S) AFFORDING COVERAGE	
INSURED Vance Corporation PO BOX 575 Beaumont CA 92223 (909) 355-4333	INSURER A: Greenwich Insurance Company	NAIC # 22322
	INSURER B: Everest Premier Insurance Co.	NAIC # 16045
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES WC **CERTIFICATE NUMBER:** Cert ID 12011 (2) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	NGL-1009304-00	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	NBA-1004870-03	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NEC-6006537-03	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7600025844241	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140 - Nuevo Area Resurfacing Group, 12th Street, 13th Street, Apricot Avenue, Stalder Avenue, and North Drive, Community of Nuevo County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives, Frontier Communications, its elected and appointed officials, employees, agents, and representatives, as required by written contract, are recognized as additional insured per General Liability forms CG2010 1219 and CG2037 1219, GL Primary per form CG2001 1219, GL waiver per form XL 436 1208. Auto additional insured per form XIC 421 1013 including waiver. Workers Comp Waiver per form WC 04 03 06. Excess Liability is Following Form. 30 day notice of cancellation

CERTIFICATE HOLDER County of Riverside Transportation Department Attn: Contracts/Bidding Unit 3525 14th Street Riverside CA 92501	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 
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DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
10/07/2024

CERTIFICATE HOLDER:

County of Riverside
Transportation Department
Attn: Contracts/Bidding Unit
3525 14th Street
Riverside CA 92501

INSURED:

Vance Corporation
PO BOX 575
Beaumont CA 92223

DESCRIPTION OF OPERATIONS CONTINUED:

except 10 day notice for non pay of premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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



ENDORSEMENT #

This endorsement, effective 12:01 a.m. 07/01/2024 , forms a part of

Policy No. NGL-1009304-00 issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

XL Plus Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Reasonable Force – Bodily Injury or Property Damage

B. Damage To Premises Rented To You Extension

- Perils of fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage
- Limit increased to \$300,000

C. Aircraft Chartered with Crew

D. Non-Owned Watercraft

E. Personal and Advertising Injury – Assumed by Insured Contract

F. Increased Supplementary Payments

- Cost for bail bonds increased to \$5,000
- Loss of earnings increased to \$1,000 per day

G. Broadened Named Insured

H. Blanket Additional Insured – Managers or Lessors of Premises

I. Blanket Additional Insured – Lessor of Leased Equipment

J. Injury to Co-Employees and Co-Volunteer Workers

K. Knowledge and Notice of Occurrence or Offense

L. Unintentional Omission

M. Liberalization

N. Blanket Waiver of Subrogation

O. Incidental Medical Malpractice Injury

P. Extension of Coverage – Bodily Injury

Q. Coverage Territory

A. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

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

[This insurance does not apply to:]

Expected or Intended Injury or Damage

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

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

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

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

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

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

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

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

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

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

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

[“Insured contract” means:]

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

C. AIRCRAFT CHARTERED WITH CREW

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

[This exclusion does not apply to:]

Aircraft chartered with crew to any insured.

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

D. NON-OWNED WATERCRAFT

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

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

- (a)** 50 feet long or less; and
- (b)** Not being used to carry persons or property for a charge;

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

E. PERSONAL AND ADVERTISING INJURY – ASSUMED BY INSURED CONTRACT

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

[This insurance does not apply to:]

e. Contractual Liability

“Personal and Advertising Injury” for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

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

F. INCREASED SUPPLEMENTARY PAYMENTS

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

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

G. BROADENED NAMED INSURED

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

The person or organizations named in Item **1.** of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date that you no longer maintain ownership of, or majority interest in, such organization.

2. This Article **G.** does not apply to any person or organization for which coverage is excluded by endorsement.

H. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

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

I. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

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

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

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

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

K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

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

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

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

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

L. UNINTENTIONAL OMISSION

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

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

M. LIBERALIZATION

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

Liberalization

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

N. BLANKET WAIVER OF SUBROGATION

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

Waiver of Subrogation

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

O. INCIDENTAL MEDICAL MALPRACTICE INJURY

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

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

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

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

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

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

[This insurance does not apply to:]

Willful Violation of Penal Statute

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

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

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

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

P. EXTENSION OF COVERAGE – BODILY INJURY

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

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

Q. COVERAGE TERRITORY

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

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

This insurance does not apply to:

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

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

A. Temporary Substitute Auto Physical Damage

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

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

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

B. Who Is An Insured

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

1. Broad Form Insured

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

2. Employees As Insureds

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

3. Additional Insured By Contract, Agreement Or Permit

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

4. Employee Hired Autos

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

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

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

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

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

C. Supplementary Payments

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

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

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

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

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

D. Amended Fellow Employee Exclusion

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

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

E. Physical Damage Coverage

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

1. Rental Reimbursement

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

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

2. Extra Expense – Broadened Coverage

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

3. Personal Effects Coverage

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

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

4. Lease Gap

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

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

5. Glass Repair – Waiver Of Deductible

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

F. Physical Damage Coverage Extensions

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

1. Additional Transportation Expense

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

2. Hired Auto Physical Damage

The following section is added:

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

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

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

G. Business Auto Conditions

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

1. Notice Of Occurrence

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

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

2. Waiver Of Subrogation

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

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

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

3. Unintentional Failure To Disclose Hazards

The following condition is added:

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

4. Primary Insurance

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

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

H. Bodily Injury Redefined

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

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

I. Extended Cancellation Condition

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

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

All other terms and conditions of this policy remain unchanged.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

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

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

Endorsement Effective: **07/01/2024**


Policy No. **7600025844241**

Endorsement No. **001**

Insured: **Vance Corporation**

Premium \$ **INCL.**

Insurance Company: **Everest Premier Insurance Company**

Countersigned By: 

The Extended Reporting Period will not go into effect unless the additional premium is paid by the due date. Once the additional premium due for the Extended Reporting Period has been paid, the premium will be considered to be fully earned.

- 5) The Extended Reporting Period described under 1.e.2) above starts at the end of the policy period and lasts for three years, unless a different number of years is indicated on the Extended Reporting Period Endorsement Schedule. It applies only to claims subject to the following requirements:

- a) the act, error, omission, injury, event, incident, or offense took place in the "coverage territory";
- b) the act, error, omission, injury, event, incident, or offense began on or after any Retroactive Date shown in the "declarations" and before the end of the policy period that applies to this coverage; and
- c) a claim is first made against an "insured" during the Extended Reporting Period.

- 6) The Extended Reporting Period described under 1.e.2) above is subject to a separate aggregate "limit" of insurance, equal in amount to the General Aggregate Limit dollar amount shown in the "declarations". The Extended Reporting Period Aggregate Limit applies to the entire term of the Extended Reporting Period, regardless of the number of years the Extended Reporting Period is in effect.

- f. "Damages" due to "bodily injury" include "damages" claimed by any person or organization for care, loss of services, or death that may result at any time from such "bodily injury".

- g. If a contract or agreement requires that coverage be provided to an "insured" who is an additional insured covered by "underlying insurance", the most "we" will pay on behalf of the additional insured is the "limit" required by the contract or agreement, less any amounts payable by any "underlying insurance".

- h. When injury or damage arising out of an exposure covered by "underlying insurance" is subject to a separate "limit" under the terms of that coverage, this Commercial Excess/Umbrella Liability Coverage will apply to injury or damage arising out of that exposure only if the separate "limit" is shown in the Schedule of Underlying Insurance.

- i. The terms, definitions, conditions, and exclusions of the policies of "underlying insurance" govern the coverage provided under Coverage E -- Excess Liability, except for provisions pertaining to premium, right of recovery, cancellation or nonrenewal, insurance under more than one policy, defense, "limits", any agreement to renew, and the "terms" of this coverage.

2. Exclusions

"We" do not pay for:

- a. injury or damage that is not covered by "underlying insurance" for any reason other than exhaustion of its "limit".
- b. a claim based on violation of the responsibilities, obligations, or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974 as amended and any similar federal, state, or local laws, statutes, or regulations.
- c. "bodily injury" if benefits are provided or are required to be provided by the "insured" under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.

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

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

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

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

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

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

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

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

- l. "bodily injury", "property damage", or "personal and advertising injury" caused directly or indirectly by the following:
- 1) war, including undeclared or civil war;
 - 2) warlike action by a military force, including action that is hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
 - 3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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

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

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

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



Regulatory Office

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

Issuing Company and Address: GREENWICH INSURANCE COMPANY

COMMERCIAL EXCESS/UMBRELLA LIABILITY DECLARATIONS

Policy Number: NEC-6006537-03

Renewal of Number: NEC-6006537-02

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

Named Insured: Vance Corporation

Address of Named Insured:

P.O. Box 575
Beaumont, CA 92223

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

Corporation

Description of Business:

General Engineering Contractor

Policy Term: From: 07/01/2024 To: 07/01/2025

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

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

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

Commercial Excess/Umbrella Liability Coverage

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

Premium \$119,187 Deposit Premium _____ Minimum Earned Premium _____

Audit Period (if applicable)

Annual Semi-Annual Quarterly Monthly

Schedule of Underlying Insurance

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

Commercial Liability Limits:

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

Retroactive Date: _____
Insurer: Greenwich Insurance Company
Policy Number: NGL-1009304-00
Policy Period: 07/01/2024 TO 07/01/2025

Commercial Auto Liability Limits:

<u> x </u> w/Non-Owned Auto Liability Coverage/Hired Auto Liability Coverage	Combined Single Limit; Or Bodily Injury-Each Person Bodily Injury-Each Accident Property Damage-Each Accident Garage Aggregate Limit for Other Than Autos (if applicable)	<u>\$1,000,000</u> _____ _____ _____ _____
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Insurer: Greenwich Insurance Company
Policy Number: NBA-1004870-03
Policy Period: 07/01/2024 TO 07/01/2025

Employer's Liability Limits:

Combined Single Limit; Or Bodily Injury by Accident, Each Accident Bodily Injury by Disease, Policy Limit Bodily Injury by Disease, Each Employee	_____ _____ _____ _____ _____
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Insurer: _____
Policy Number: _____
Policy Period: _____



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COMPANY PROFILE

Company Information

GREENWICH INSURANCE COMPANY

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

Old Company Names

Effective Date

HARBOR INSURANCE COMPANY 03/19/1991

Agent For Service

AMANDA GARCIA
330 N Brand Blvd Ste 700
Glendale CA 91203

Reference Information

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

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NAIC Group List

NAIC Group #: 0968 AXA INS GRP

Lines Of Business

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

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

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COMPANY PROFILE
Company Information
EVEREST PREMIER INSURANCE COMPANY

**100 EVEREST WAY
WARREN, NJ 07059**

Old Company Names	Effective Date
--------------------------	-----------------------

Agent For Service

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

Reference Information

NAIC #:	16045
California Company ID #:	6135-8
Date Authorized in California:	11/27/2017
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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NAIC Group List

NAIC Group #: **1120** EVEREST REINS HOLDINGS 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](#).

AUTOMOBILE
LIABILITY
MISCELLANEOUS
WORKERS' COMPENSATION

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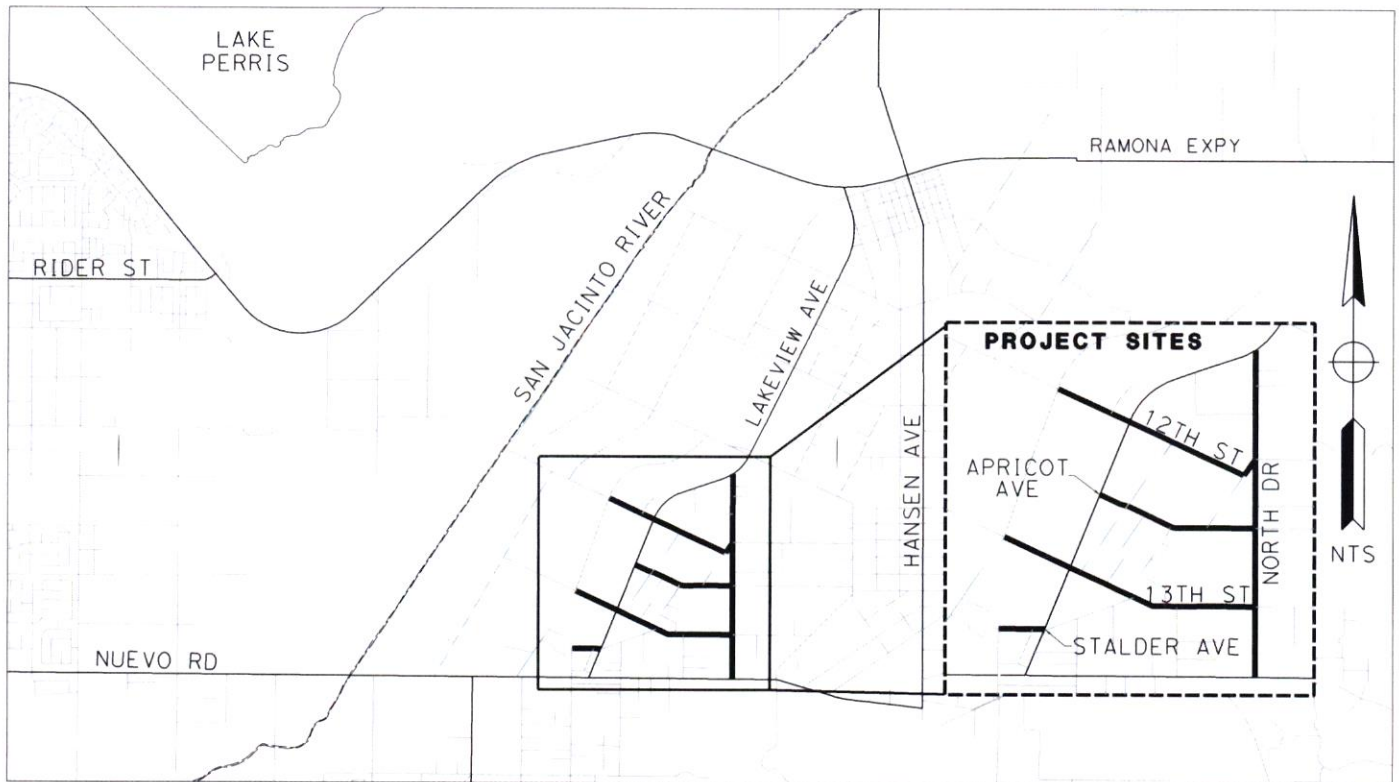
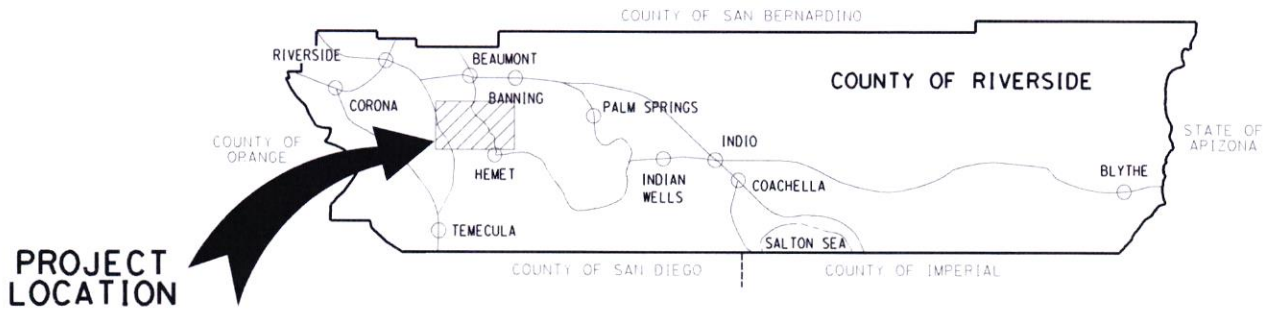
**COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT**

NUEVO AREA RESURFACING GROUP

**12TH STREET, 13TH STREET, APRICOT AVENUE,
STALDER AVENUE, AND NORTH DRIVE**

COMMUNITY OF NUEVO

PROJECT No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140



VICINITY MAP

Attachment "A"

Riverside County Transportation Department

Project: **NUEVO AREA RESURFACING GROUP
RESURFACING**

Project No.(s): **D4-0136 ~ D4-0140**

Expenses as of: 10/10/2024

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
A Preliminary Survey	108,369	5,000	116,000	99,000	116,000
B Design	113,346	15,000	131,000	296,000	131,000
C Environmental	1,464	4,190	6,000	34,000	6,000
D Right-of-way					
E Construction		2,838,364			
Construction Contingency 10%		283,836	3,125,000	2,310,000	3,125,000
F Construction Engineering & Inspection 15%	6,971	420,029	427,000	495,000	427,000
G Construction Survey 5%		143,000	143,000	66,000	143,000
H Utilities					
Totals:	230,150	3,709,419	3,948,000	3,300,000	3,948,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	300,000	943,000
387	American Rescue Plan Act (ARPA)	3,000,000	3,000,000
990	Miscellaneous (FRONTIER)		5,000
Totals:		3,300,000	3,948,000

Comments

Projects to be contracted together:
D4-0136 12th St Resurfacing
D4-0137 13th St Resurfacing
D4-0138 Apricot Ave Resurfacing
D4-0139 Stalder Ave Resurfacing
D4-0140 North Dr Resurfacing

Attachment "A"

Riverside County Transportation Department

Project: **12TH ST
RESURFACING**

Project No.(s): **D4-0136**

Expenses as of: 10/10/2024

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
A Preliminary Survey	13,392	1,000	15,000	18,000	15,000
B Design	25,466	3,000	29,000	54,000	29,000
C Environmental	663	1,000	2,000	6,000	2,000
D Right-of-way					
E Construction		559,366			
Construction Contingency 10%		55,937	616,000	420,000	616,000
F Construction Engineering & Inspection 15%	1,209	82,791	84,000	90,000	84,000
G Construction Survey 5%		28,000	28,000	12,000	28,000
H Utilities					
Totals:	40,730	731,094	774,000	600,000	774,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1		169,000
387	American Rescue Plan Act (ARPA)	600,000	600,000
990	Miscellaneous (FRONTIER)		5,000
Totals:		600,000	774,000

Comments

Project to be bid with:
 D4-0137 13th St Resurfacing
 D4-0138 Apricot Ave Resurfacing
 D4-0139 Stalder Ave Resurfacing
 D4-0140 North Dr Resurfacing

Attachment "A"

Riverside County Transportation Department

Project: **13TH ST
RESURFACING**

Project No.(s): **D4-0137**

Expenses as of: 10/10/2024

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
A Preliminary Survey	33,085	1,000	35,000	25,000	35,000
B Design	24,916	3,000	28,000	76,000	28,000
C Environmental		1,000	1,000	9,000	1,000
D Right-of-way					
E Construction		719,596	792,000	595,000	792,000
Construction Contingency 10%		71,960			
F Construction Engineering & Inspection 15%	1,454	106,546	108,000	128,000	108,000
G Construction Survey 5%		36,000	36,000	17,000	36,000
H Utilities					
Totals:	59,455	939,102	1,000,000	850,000	1,000,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1		150,000
387	American Rescue Plan Act (ARPA)	850,000	850,000
Totals:		850,000	1,000,000

Comments

Project to be bid with:
 D4-0136 12th St Resurfacing
 D4-0138 Apricot Ave Resurfacing
 D4-0139 Stalder Ave Resurfacing
 D4-0140 North Dr Resurfacing

Attachment "A"

Riverside County Transportation Department

Project: **APRICOT AVE
RESURFACING**

Project No.(s): **D4-0138**

Expenses as of: 10/10/2024

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
A Preliminary Survey	32,151	1,000	34,000	15,000	34,000
B Design	22,300	3,000	26,000	45,000	26,000
C Environmental		1,000	1,000	5,000	1,000
D Right-of-way					
E Construction		535,563	590,000	350,000	590,000
Construction Contingency 10%		53,556			
F Construction Engineering & Inspection 15%	1,454	79,546	81,000	75,000	81,000
G Construction Survey 5%		27,000	27,000	10,000	27,000
H Utilities					
Totals:	55,905	700,665	759,000	500,000	759,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1		259,000
387	American Rescue Plan Act (ARPA)	500,000	500,000
Totals:		500,000	759,000

Comments

Project to be bid with:
D4-0136 12th St Resurfacing
D4-0137 13th St Resurfacing
D4-0139 Stalder Ave Resurfacing
D4-0140 North Dr Resurfacing

Attachment "A"

Riverside County Transportation Department

Project: **STALDER AVE
RESURFACING**

Project No.(s): **D4-0139**

Expenses as of: 10/10/2024

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
A Preliminary Survey	14,876	1,000	16,000	5,000	16,000
B Design	16,639	3,000	20,000	13,000	20,000
C Environmental		1,000	1,000	2,000	1,000
D Right-of-way					
E Construction		177,926			
Construction Contingency 10%		17,793	196,000	105,000	196,000
F Construction Engineering & Inspection 15%	1,454	25,546	27,000	22,000	27,000
G Construction Survey 5%		9,000	9,000	3,000	9,000
H Utilities					
Totals:	32,969	235,264	269,000	150,000	269,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1		119,000
387	American Rescue Plan Act (ARPA)	150,000	150,000
Totals:		150,000	269,000

Comments

Project to be bid with:
 D4-0136 12th St Resurfacing
 D4-0137 13th St Resurfacing
 D4-0138 Apricot Ave Resurfacing
 D4-0140 North Dr Resurfacing

Attachment "A"

Riverside County Transportation Department

Project: **NORTH DR
RESURFACING**

Project No.(s): **D4-0140**

Expenses as of: 10/10/2024

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
A Preliminary Survey	14,865	1,000	16,000	36,000	16,000
B Design	24,025	3,000	28,000	108,000	28,000
C Environmental	802	190	1,000	12,000	1,000
D Right-of-way					
E Construction		845,913			
Construction Contingency 10%		84,591	931,000	840,000	931,000
F Construction Engineering & Inspection 15%	1,400	125,600	127,000	180,000	127,000
G Construction Survey 5%		43,000	43,000	24,000	43,000
H Utilities					
Totals:	41,092	1,103,294	1,146,000	1,200,000	1,146,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	300,000	246,000
387	American Rescue Plan Act (ARPA)	900,000	900,000
Totals:		1,200,000	1,146,000

Comments

Project to be bid with:
 D4-0136 12th St Resurfacing
 D4-0137 13th St Resurfacing
 D4-0138 Apricot Ave Resurfacing
 D4-0139 Stalder Ave Resurfacing

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Nuevo Area Resurfacing Group
 12th Street, 13th Street, Apricot Avenue,
 Stalder Avenue, and North Drive
 Community of Nuevo
 Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140

Advertised: August 27, 2024 (Agenda Item: 3.86)
 Addenda: None
 Bids Open: 2 pm Date: Wednesday, September 18, 2024

Company Name	BASE BID SCHEDULE Nuevo Area Resurfacing Group	ALTERNATE BID SCHEDULE 1 Frontier Facilities Adjustments	Project Total
COUNTY'S ESTIMATE	2,735,944.00	2,000.00	\$2,737,944.00
1 Vance Corporation	2,834,348.48	4,015.31	\$2,838,363.79
2 Calmex Engineering, Inc.	2,850,647.45	11,000.00	\$2,861,647.45
3 All American Asphalt	2,859,222.00	6,300.00	\$2,865,522.00
4 ATP General Engineering Contractors	3,064,880.00	4,800.00	\$3,069,680.00
5 Hardy & Harper, Inc.	3,250,000.00	4,000.00	\$3,254,000.00
6 Onyx Paving Company, Inc.	3,310,000.00	3,000.00	\$3,313,000.00
7 R.J. Noble Company	3,378,151.70	5,500.00	\$3,383,651.70
<i>Average Bid Prices</i>		\$5,516.47	\$3,083,694.99

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Nuevo Area Resurfacing Group
12th Street, 13th Street, Apricot Avenue,
Stalder Avenue, and North Drive
Community of Nuevo
Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140

Advertised: August 27, 2024 (Agenda Item: 3.86)

Addenda: None

Bids Open: 2 pm Date: Wednesday, September 18, 2024

BASE BID SCHEDULE - Nuevo Area Resurfacing Group					COUNTY'S ESTIMATE		Vance Corporation Beaumont, CA 92223	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	15,000.00	15,000.00	51,194.67	51,194.67
2	100100	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	19,563.71	19,563.71
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	100,000.00	100,000.00	156,595.75	156,595.75
4	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	15,000.00	15,000.00	20,395.43	20,395.43
5	170103	CLEARING AND GRUBBING	LS	1	50,000.00	50,000.00	5,657.74	5,657.74
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	51,270	2.00	102,540.00	3.26	167,140.20
7	190101 (F)	ROADWAY EXCAVATION	CY	689	65.00	44,785.00	63.62	43,834.18
8	190185 (F)	SHOULDER BACKING	LF	32,764	2.00	65,528.00	2.85	93,377.40
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1,059	15.00	15,885.00	2.58	2,732.22
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	4,070	15.00	61,050.00	2.58	10,500.60
11	390132	HOT MIX ASPHALT (TYPE A)	TON	15,102	120.00	1,812,240.00	119.37	1,802,725.74
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	6,796	15.00	101,940.00	2.58	17,533.68
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [AC SWALE & SLOPE LINING]	SQFT	1,541	10.00	15,410.00	15.29	23,561.89
14	510092	STRUCTURAL CONCRETE, HEADWALL	EA	1	25,000.00	25,000.00	17,624.10	17,624.10
15	510094	STRUCTURAL CONCRETE, DRAINAGE INLET	EA	2	4,000.00	8,000.00	7,907.76	15,815.52
16	667009	24" X 18" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	269	100.00	26,900.00	369.38	99,363.22
17	667037	64" X 43" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	47	300.00	14,100.00	583.10	27,405.70
18	705405	24" X 18" STEEL FLARED END PIPE ARCH SECTION	EA	2	2,000.00	4,000.00	4,461.17	8,922.34
19	017113	TRANSITION STRUCTURE (RCFC&WCDS TS 301)	EA	1	30,000.00	30,000.00	17,624.10	17,624.10

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Nuevo Area Resurfacing Group
12th Street, 13th Street, Apricot Avenue,
Stalder Avenue, and North Drive
Community of Nuevo
Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140

Advertised: August 27, 2024 (Agenda Item: 3.86)

Addenda: None

Bids Open: 2 pm Date: Wednesday, September 18, 2024

BASE BID SCHEDULE - Nuevo Area Resurfacing Group (continued)					COUNTY'S ESTIMATE		1 Vance Corporation Beaumont, CA 92223	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	015602	FUNDING AWARENESS SIGN	EA	3	2,000.00	6,000.00	3,289.16	9,867.48
21	820410	SALVAGE ROADSIDE SIGN	EA	18	150.00	2,700.00	114.72	2,064.96
22	820840	ROADSIDE SIGN - ONE POST	EA	18	350.00	6,300.00	688.34	12,390.12
23	840519 (F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	668	5.00	3,340.00	9.75	6,513.00
24	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	113	2.00	226.00	17.21	1,944.73
25	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	200,000.00	200,000.00	200,000.00	200,000.00
BASE BID SCHEDULE SUB-TOTAL ITEMS 1 - 25						2,735,944.00		2,834,348.48

Alternate Bid Schedule 1 - Frontier Facilities Adjustments

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
26	710200	ADJUST MANHOLE [FRONTIER]	EA	1	2,000.00	2,000.00	4,015.31	4,015.31
ALT BID SCHEDULE 1 SUB-TOTAL ITEM 26						2,000.00		4,015.31

PROJECT TOTAL ITEMS 1 - 26						2,737,944.00		2,838,363.79
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**Riverside County Transportation Department
Summary of Bids**

PROJECT: Nuevo Area Resurfacing Group
12th Street, 13th Street, Apricot Avenue,
Stalder Avenue, and North Drive
Community of Nuevo
Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140

Advertised: August 27, 2024 (Agenda Item: 3.86)

Addenda: None

Bids Open: 2 pm Date: Wednesday, September 18, 2024

BASE BID SCHEDULE - Nuevo Area Resurfacing Group					2 Calmex Engineering, Inc. Bloomington, CA 92316		3 All American Asphalt Corona, CA 92879	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	15,000.00	15,000.00	20,000.00	20,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	100,000.00	100,000.00	240,000.00	240,000.00
4	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	15,000.00	15,000.00	20,000.00	20,000.00
5	170103	CLEARING AND GRUBBING	LS	1	50,000.00	50,000.00	150,000.00	150,000.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	51,270	4.65	238,405.50	2.00	102,540.00
7	190101 (F)	ROADWAY EXCAVATION	CY	689	229.00	157,781.00	160.00	110,240.00
8	190185 (F)	SHOULDER BACKING	LF	32,764	2.55	83,548.20	3.00	98,292.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1,059	2.35	2,488.65	3.00	3,177.00
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	4,070	2.35	9,564.50	3.00	12,210.00
11	390132	HOT MIX ASPHALT (TYPE A)	TON	15,102	115.00	1,736,730.00	110.00	1,661,220.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	6,796	2.35	15,970.60	3.00	20,388.00
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [AC SWALE & SLOPE LINING]	SQFT	1,541	34.00	52,394.00	23.00	35,443.00
14	510092	STRUCTURAL CONCRETE, HEADWALL	EA	1	13,000.00	13,000.00	13,500.00	13,500.00
15	510094	STRUCTURAL CONCRETE, DRAINAGE INLET	EA	2	5,750.00	11,500.00	6,000.00	12,000.00
16	667009	24" X 18" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	269	300.00	80,700.00	313.00	84,197.00
17	667037	64" X 43" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	47	405.00	19,035.00	421.00	19,787.00
18	705405	24" X 18" STEEL FLARED END PIPE ARCH SECTION	EA	2	1,575.00	3,150.00	1,620.00	3,240.00
19	017113	TRANSITION STRUCTURE (RCFC&WCDS TS 301)	EA	1	13,000.00	13,000.00	13,500.00	13,500.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Nuevo Area Resurfacing Group
12th Street, 13th Street, Apricot Avenue,
Stalder Avenue, and North Drive
Community of Nuevo
Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140

Advertised: August 27, 2024 (Agenda Item: 3.86)

Addenda: None

Bids Open: 2 pm Date: Wednesday, September 18, 2024

BASE BID SCHEDULE - Nuevo Area Resurfacing Group (continued)					2 Calmex Engineering, Inc. Bloomington, CA 92316		3 All American Asphalt Corona, CA 92879	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	015602	FUNDING AWARENESS SIGN	EA	3	850.00	2,550.00	2,440.00	7,320.00
21	820410	SALVAGE ROADSIDE SIGN	EA	18	104.00	1,872.00	110.00	1,980.00
22	820840	ROADSIDE SIGN - ONE POST	EA	18	625.00	11,250.00	650.00	11,700.00
23	840519 (F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	668	8.90	5,945.20	10.00	6,680.00
24	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	113	15.60	1,762.80	16.00	1,808.00
25	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	200,000.00	200,000.00	200,000.00	200,000.00
BASE BID SCHEDULE SUB-TOTAL ITEMS 1 - 25						2,850,647.45		2,859,222.00

Alternate Bid Schedule 1 - Frontier Facilities Adjustments

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
26	710200	ADJUST MANHOLE [FRONTIER]	EA	1	11,000.00	11,000.00	6,300.00	6,300.00
ALT BID SCHEDULE 1 SUB-TOTAL ITEM 26						11,000.00		6,300.00

PROJECT TOTAL ITEMS 1 - 26						2,861,647.45		2,865,522.00
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**Riverside County Transportation Department
Summary of Bids**

PROJECT: Nuevo Area Resurfacing Group
12th Street, 13th Street, Apricot Avenue,
Stalder Avenue, and North Drive
Community of Nuevo
Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140

Advertised: August 27, 2024 (Agenda Item: 3.86)

Addenda: None

Bids Open: 2 pm Date: Wednesday, September 18, 2024

BASE BID SCHEDULE - Nuevo Area Resurfacing Group					4 ATP General Engineering Contractors San Diego, CA 92123		5 Hardy & Harper, Inc. Lake Forest, CA 92630	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	15,000.00	15,000.00	15,231.00	15,231.00
2	100100	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	10,300.00	10,300.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	347,000.00	347,000.00	261,400.00	261,400.00
4	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	15,000.00	15,000.00	15,450.00	15,450.00
5	170103	CLEARING AND GRUBBING	LS	1	100,000.00	100,000.00	90,950.00	90,950.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	51,270	3.50	179,445.00	3.70	189,699.00
7	190101 (F)	ROADWAY EXCAVATION	CY	689	300.00	206,700.00	173.00	119,197.00
8	190185 (F)	SHOULDER BACKING	LF	32,764	2.50	81,910.00	7.00	229,348.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1,059	3.00	3,177.00	11.00	11,649.00
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	4,070	3.50	14,245.00	15.00	61,050.00
11	390132	HOT MIX ASPHALT (TYPE A)	TON	15,102	103.00	1,555,506.00	114.00	1,721,628.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	6,796	3.50	23,786.00	19.00	129,124.00
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [AC SWALE & SLOPE LINING]	SQFT	1,541	8.00	12,328.00	19.00	29,279.00
14	510092	STRUCTURAL CONCRETE, HEADWALL	EA	1	30,000.00	30,000.00	13,125.00	13,125.00
15	510094	STRUCTURAL CONCRETE, DRAINAGE INLET	EA	2	10,000.00	20,000.00	5,775.00	11,550.00
16	667009	24" X 18" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	269	575.00	154,675.00	300.00	80,700.00
17	667037	64" X 43" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	47	905.00	42,535.00	410.00	19,270.00
18	705405	24" X 18" STEEL FLARED END PIPE ARCH SECTION	EA	2	1,800.00	3,600.00	1,575.00	3,150.00
19	017113	TRANSITION STRUCTURE (RCFC&WCDS TS 301)	EA	1	27,000.00	27,000.00	13,125.00	13,125.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Nuevo Area Resurfacing Group
12th Street, 13th Street, Apricot Avenue,
Stalder Avenue, and North Drive
Community of Nuevo
Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140

Advertised: August 27, 2024 (Agenda Item: 3.86)

Addenda: None

Bids Open: 2 pm Date: Wednesday, September 18, 2024

BASE BID SCHEDULE - Nuevo Area Resurfacing Group (continued)					4 ATP General Engineering Contractors San Diego, CA 92123		5 Hardy & Harper, Inc. Lake Forest, CA 92630	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	015602	FUNDING AWARENESS SIGN	EA	3	1,000.00	3,000.00	1,260.00	3,780.00
21	820410	SALVAGE ROADSIDE SIGN	EA	18	100.00	1,800.00	150.00	2,700.00
22	820840	ROADSIDE SIGN - ONE POST	EA	18	600.00	10,800.00	675.00	12,150.00
23	840519 (F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	668	8.50	5,678.00	7.00	4,676.00
24	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	113	15.00	1,695.00	13.00	1,469.00
25	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	200,000.00	200,000.00	200,000.00	200,000.00
BASE BID SCHEDULE SUB-TOTAL ITEMS 1 - 25						3,064,880.00		3,250,000.00

Alternate Bid Schedule 1 - Frontier Facilities Adjustments

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
26	710200	ADJUST MANHOLE [FRONTIER]	EA	1	4,800.00	4,800.00	4,000.00	4,000.00
ALT BID SCHEDULE 1 SUB-TOTAL ITEM 26						4,800.00		4,000.00

PROJECT TOTAL ITEMS 1 - 26						3,069,680.00		3,254,000.00
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**Riverside County Transportation Department
Summary of Bids**

PROJECT: Nuevo Area Resurfacing Group
12th Street, 13th Street, Apricot Avenue,
Stalder Avenue, and North Drive
Community of Nuevo
Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140

Advertised: August 27, 2024 (Agenda Item: 3.86)

Addenda: None

Bids Open: 2 pm Date: Wednesday, September 18, 2024

BASE BID SCHEDULE - Nuevo Area Resurfacing Group					6 Onyx Paving Company, Inc. Anaheim, CA 92806		7 R.J. Noble Company Orange, CA 92865	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	30,000.00	30,000.00	25,000.00	25,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	20,500.00	20,500.00	2,500.00	2,500.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	244,165.80	244,165.80	295,000.00	295,000.00
4	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	20,500.00	20,500.00	7,500.00	7,500.00
5	170103	CLEARING AND GRUBBING	LS	1	122,000.00	122,000.00	16,500.00	16,500.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	51,270	3.50	179,445.00	8.55	438,358.50
7	190101 (F)	ROADWAY EXCAVATION	CY	689	100.00	68,900.00	178.00	122,642.00
8	190185 (F)	SHOULDER BACKING	LF	32,764	5.00	163,820.00	7.15	234,262.60
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1,059	5.00	5,295.00	13.00	13,767.00
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	4,070	5.00	20,350.00	11.00	44,770.00
11	390132	HOT MIX ASPHALT (TYPE A)	TON	15,102	130.00	1,963,260.00	113.00	1,706,526.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	6,796	5.00	33,980.00	6.25	42,475.00
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [AC SWALE & SLOPE LINING]	SQFT	1,541	30.00	46,230.00	36.00	55,476.00
14	510092	STRUCTURAL CONCRETE, HEADWALL	EA	1	14,000.00	14,000.00	14,000.00	14,000.00
15	510094	STRUCTURAL CONCRETE, DRAINAGE INLET	EA	2	6,000.00	12,000.00	6,100.00	12,200.00
16	667009	24" X 18" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	269	320.00	86,080.00	315.00	84,735.00
17	667037	64" X 43" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	47	440.00	20,680.00	430.00	20,210.00
18	705405	24" X 18" STEEL FLARED END PIPE ARCH SECTION	EA	2	2,000.00	4,000.00	1,650.00	3,300.00
19	017113	TRANSITION STRUCTURE (RCFC&WCDS TS 301)	EA	1	14,000.00	14,000.00	13,800.00	13,800.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Nuevo Area Resurfacing Group
12th Street, 13th Street, Apricot Avenue,
Stalder Avenue, and North Drive
Community of Nuevo
Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140

Advertised: August 27, 2024 (Agenda Item: 3.86)

Addenda: None

Bids Open: 2 pm Date: Wednesday, September 18, 2024

BASE BID SCHEDULE - Nuevo Area Resurfacing Group (continued)					6 Onyx Paving Company, Inc. Anaheim, CA 92806		7 R.J. Noble Company Orange, CA 92865	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	015602	FUNDING AWARENESS SIGN	EA	3	6,000.00	18,000.00	900.00	2,700.00
21	820410	SALVAGE ROADSIDE SIGN	EA	18	160.00	2,880.00	156.00	2,808.00
22	820840	ROADSIDE SIGN - ONE POST	EA	18	750.00	13,500.00	735.00	13,230.00
23	840519 (F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	668	7.20	4,809.60	7.20	4,809.60
24	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	113	14.20	1,604.60	14.00	1,582.00
25	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	200,000.00	200,000.00	200,000.00	200,000.00
BASE BID SCHEDULE SUB-TOTAL ITEMS 1 - 25						3,310,000.00		3,378,151.70

Alternate Bid Schedule 1 - Frontier Facilities Adjustments

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
26	710200	ADJUST MANHOLE [FRONTIER]	EA	1	3,000.00	3,000.00	5,500.00	5,500.00
ALT BID SCHEDULE 1 SUB-TOTAL ITEM 26						3,000.00		5,500.00

PROJECT TOTAL ITEMS 1 - 26						3,313,000.00		3,383,651.70
---------------------------------------	--	--	--	--	--	---------------------	--	---------------------

Bid

Date: 09/18/2024

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

Bidder: VANCE CORPORATION
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of **Nuevo Area Resurfacing Group, 12th Street, 13th Street, Apricot Avenue, Stalder Avenue, and North Drive, Community of Nuevo, Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140** 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, Contractor shall 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 actually awarded, the cost of additional salaries and overhead, increased interest and costs of expense, additional engineering and architectural expense and costs of alternate facilities occasioned by the failure to execute and deliver the Contract.
7. By signing this Bid the Contractor certifies that the representative is duly authorized and that the Contractor is not under any legal disability or penalty of perjury.

Clerk of the Board

**Nuevo Area Resurfacing Group 12th Street, 13th Street, Apricot Avenue,
Stalder Avenue, and North Drive Community of Nuevo
Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Nuevo Area Resurfacing Group						
1	066100	DUST ABATEMENT	LS	1	\$ 51,194.67	51194.67
2	100100	DEVELOP WATER SUPPLY	LS	1	\$ 19,563.71	19563.71
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$ 156,595.75	156595.75
4	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 20,395.43	20395.43
5	170103	CLEARING AND GRUBBING	LS	1	\$ 5,657.74	5657.74
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	51,270	\$ 3.26	167140.2
7	190101 (F)	ROADWAY EXCAVATION	CY	689	\$ 63.62	43834.18
8	190185 (F)	SHOULDER BACKING	LF	32,764	\$ 2.85	93377.4
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1,059	\$ 2.58	2732.22
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	4,070	\$ 2.58	10500.6
11	390132	HOT MIX ASPHALT (TYPE A)	TON	15,102	\$ 119.37	1802725.74
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	6,796	\$ 2.58	17533.68
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [AC SWALE & SLOPE LINING]	SQFT	1,541	\$ 15.29	23561.89
14	510092	STRUCTURAL CONCRETE, HEADWALL	EA	1	\$ 17,624.10	17624.1
15	510094	STRUCTURAL CONCRETE, DRAINAGE INLET	EA	2	\$ 7,907.76	15815.52
16	667009	24" X 18" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	269	\$ 369.38	99363.22
17	667037	64" X 43" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	47	\$ 583.10	27405.7
18	705405	24" X 18" STEEL FLARED END PIPE ARCH SECTION	EA	2	\$ 4,461.17	8922.34
19	017113	TRANSITION STRUCTURE (RCFC&WCDS TS 301)	EA	1	\$ 17,624.10	17624.1
20	015602	FUNDING AWARENESS SIGN	EA	3	\$ 3,289.16	9867.48
21	820410	SALVAGE ROADSIDE SIGN	EA	18	\$ 114.72	2064.96
22	820840	ROADSIDE SIGN - ONE POST	EA	18	\$ 688.34	12390.12
23	840519 (F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	668	\$ 9.75	6513
24	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	113	\$ 17.21	1944.73
25	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	200,000.00	200,000.00

BASE BID SCH. Two Million eight hundred thirty four thousand three hundred forty eight dollars and forty eight cents

SUB-TOTAL:

\$ 2834,348.48

ITEMS 1-25

"WORDS"

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL (IN FIGURES)
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Alternate Bid Schedule 1 - Frontier Facilities Adjustments

26	710200	ADJUST MANHOLE [FRONTIER]	EA	1	4015.31	4015.31
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ALT BID SCH. 1

SUB-TOTAL: four thousand fifteen dollars and thirty one cents
\$ 4015.31

ITEM 26 "WORDS"

PROJECT

TOTAL: Two million eight hundred thirty eight thousand three hundred sixty three dollars and seventy nine cents \$ 2838363.79

ITEMS 1 - 26 "WORDS"

Bidder Data and Signature

Name of Bidder: VANCE CORPORATION

Type of organization: CORPORATION

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

ROBERT ERAUTT, VICE PRESIDENT

CHRISTIAN PEACOCK, SECRETARY/TREASURER

Note:

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

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

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

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

Business Street Address: 459 EGAN AVE P.O. BOX 575
(Please include business address even if P.O. Box is used.)

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

P.O. Box- Number: 575

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

Phone: (909) 355-4333

Facsimile: (909) 355-4329

E-mail: BIDS@VANSECORP.NET

Contractor's license number: 414567

License Classification(s): A, C31

Expiration date: 11-30-2025

Department of Industrial Relations Registration Number: 1000008103

Bidder Data and Signature (continued)

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

**Nuevo Area Resurfacing Group
12th Street, 13th Street, Apricot Avenue,
Stalder Avenue, and North Drive
Community of Nuevo
Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140**

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):

DEREK RITARITA

Title:

PRESIDENT

"Contractor"



Subcontractor List

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

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

Name of Bidder (Prime/General Contractor):

VANCE CORPORATION

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	Asphalt Dike Construction, Inc.	283095	1000004858	PO Box 790 Goshen, CA 93227	AC Dike 9,10,12,13	<input checked="" type="checkbox"/>
2.	Online Striping Service	862350	1000012226	9173 Clay Canyon Drive, Corona CA 92883	Striping 21-24	<input type="checkbox"/>
3.	RMA Group	n/a	1000006493	12130 Santa Margarita Ct., Rancho Cucamonga CA, 91730	QA QC 6,7,11,14,15,19	<input checked="" type="checkbox"/>
4.	O'Duffy Construction	647025	1000006692	Romoland CA	13-19 Corregated Pipe	<input checked="" type="checkbox"/>
5.	PRECISION COLD PLANING INC.	832640	1000006264	CALIMESA CA	6-GRINDING/PULVERIZING	<input checked="" type="checkbox"/>
6.						<input type="checkbox"/>

Additional Subcontractor List(s) may be attached to the Bid.

(A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: 10.5 %

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

Non-Collusion Declaration

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

The undersigned declares:

I am the PRESIDENT (Title) of VANCE CORPORATION (Company),
the party making the foregoing bid.

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

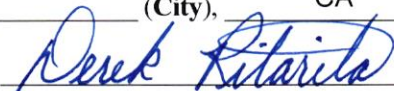
All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository,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

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

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

SEPTEMBER (Month) 18th (Day) of 2024 (Year),

at BEAUMONT (City), CA (State).

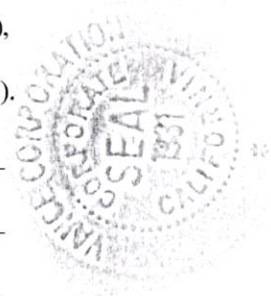
Signature of Declarant: 

Printed name of Declarant: DEREK RITARITA

Name of Bidder (Company): VANCE CORPORATION

Title or Office: PRESIDENT

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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Riverside)

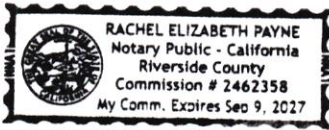
On 9/17/24 before me, Rachel E. Payne, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non-collusion Declaration
Document Date: 9/18/24 Number of Pages: 1
Signer(s) Other Than Named Above: PO other signers.

Capacity(ies) Claimed by Signer(s)

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

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

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


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

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

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

Option #1 – Certification

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

<i>Contractor Name/Financial Institution (Printed)</i> VANCE CORPORATION		<i>Federal ID Number (or n/a)</i> 95-3767799
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> DEREK RITARITA, PRESIDENT		
<i>Date Executed</i> 09/18/2024	<i>Executed in</i> BEAUMONT, CA	

Option #2 – Exemption

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

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

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

Opt Out of Payment Adjustments for Price Index Fluctuations

**Nuevo Area Resurfacing Group
12th Street, 13th Street, Apricot Avenue,
Stalder Avenue, and North Drive
Community of Nuevo
Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140**

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.

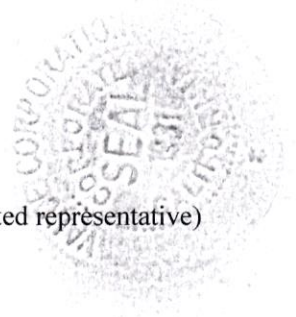
By signing and submitting this form, our company hereby opts out of the payment adjustments for price index fluctuations for the above-named project.

Date: 09/18/2024

Company Name (Bidder): VANCE CORPORATION

Signature: 

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



Name (printed): DEREK RITARITA

Title: PRESIDENT

**BIDDER CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: Nuevo Area Resurfacing Group, 12th Street, 13th Street, Apricot Avenue, Stalder Avenue, and North Drive, Community of Nuevo, Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140

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: VANCE CORPORATION

CONTRACTOR'S LICENSE NO.: 414567

ADDRESS: 459 EGAN AVE P.O. BOX 575 BEAUMONT, CA. 92223

AUTHORIZED REPRESENTATIVE: DEREK RITARITA (Type/Write Name)

SIGNATURE: 

DATE: 09/18/2024

Bid Bond

Recitals:

1. Vance Corporation "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Nuevo Area Resurfacing Group, 12th Street, 13th Street, Apricot Avenue, Stalder Avenue, and North Drive, Community of Nuevo, Project No. D4-0136, D4-0137, D4-0138, D4-0139, D4-0140 in accordance with a Notice Inviting Bids from the County.
2. Old Republic Surety Company a Wisconsin corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

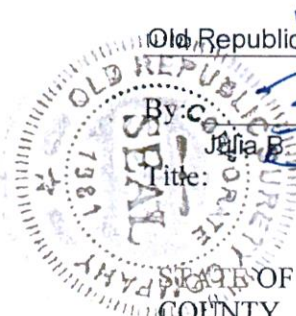
1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the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

Dated: September 13, 2024

Signatures:

Old Republic Surety Company
 By: [Signature]
 Title: Julia E. Bales
Attorney in Fact
"Surety"

Vance Corporation
 By: [Signature]
 Title: President
"Contractor"



SEAL OF
 COUNTY
 OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

See attached Acknowledgment. →

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Riverside)

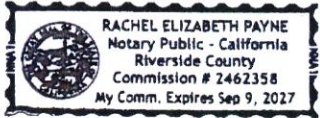
On 9/17/24 before me, Rachel E. Payne, Notary Public
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid bond.
Document Date: 9/13/24. Number of Pages: 1
Signer(s) Other Than Named Above: NO OTHER SIGNERS

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }

On SEP 13 2024 before me, Stephanie D. Fisher, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Julia B. Bales
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Nº 5410

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

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

Old Republic Surety Company

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

SURETY, LIABILITY and MISCELLANEOUS

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

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

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



ROXANI M. GYLLSTRAE
Insurance Commissioner
VICTORIA S. SIDBURY
Deputy

By

NOTICE:

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



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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

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

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

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

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

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

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

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



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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

74 4030



Signed and sealed at the City of Brookfield, WI this 13th day of September, 2024.

ORSC 22262 (3-06)

Karen J. Haffner
Assistant Secretary

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COMPANY PROFILE

Company Information

OLD REPUBLIC SURETY COMPANY

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

Old Company Names **Effective Date**

Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: **0150** OLD REPUBLIC GRP

Lines Of Business

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

- LIABILITY
- MISCELLANEOUS
- SURETY

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