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



ITEM: 3.25 (ID # 27560) MEETING DATE: Tuesday, April 08, 2025

### FROM : TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approve Addenda to the Plans and Specifications, Accept the Low Bid and Award the Contract for the Construction of the Limonite Avenue Interchange Fencing Project, in the City of Eastvale; District 2. [\$323,188 Total Cost – Local Funds 100%] (4/5 Vote Required)

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

- 1. Approve two addenda to the plans and specifications issued prior to the January 22, 2025, bid opening;
- 2. Waive any and all immaterial irregularities and accept the low bid of Trinity Fence Company of Riverside, California in the amount of \$323,188;
- 3. Award the contract to Trinity Fence Company and authorize the Chair of the Board to execute the contract documents;
- 4. Approve the project's proposed budget as shown in Attachment "A"; and
- 5. Approve and direct the Auditor Controller to make budget adjustments as shown on Schedule A.

### ACTION:4/5 Vote Required, Policy

Dennis Acuna, Director of Transportation 3/30/2025

### 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:	Medina, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	April 8, 2025
XC:	TLMA-Transp.

Kimberly A. Rector Clerk of the Board 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	\$ 323,188	\$ 0	\$ 3	23,188		\$0
NET COUNTY COST	\$ 0	\$ 0		\$0		\$0
SOURCE OF FUNDS: Mira Loma RBBD (100	Bud	get Adj	ustment: Yes			
There are no General Funds used for this project.				-iscal Y	ear: 24/25	

# C.E.O. RECOMMENDATION: Approve BACKGROUND:

### Summary 5 1 1

By Minute Order dated December 17, 2024 (Agenda Item 3.30), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the Limonite Avenue Interchange Fencing Project, in the City of Eastvale.

The Limonite Avenue Interchange Fencing Project consists of constructing approximately 1,260 feet of wire mesh fence and 1,360 feet of earthen swale to improve localized drainage needed for the Limonite Avenue and I-15 Interchange project in the City of Eastvale. The proposed project will also include removal and disposal of existing chain link fence that will be replaced with the new 6-feet high wire mesh fence.

During the advertisement period, two addenda were issued to all registered plan holders as a supplement to the plans and specifications. Bidders were required to acknowledge and take into account the issued addenda on their contractor's Bid in order to be considered for award.

The addenda were issued to extend the bids due date and to clarify and make modifications to the special provisions. Addendum No. 2 increased costs; thus a 4/5ths vote is required. The addenda are attached and designated as Addendum No. 1 and Addendum No. 2.

The Contract includes the following schedule of work:

Base Bid Schedule: Limonite Avenue (I-15) Interchange Fencing (& Drainage) Project

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

Project No.: A3-0393

### Impact on Residents and Businesses

The proposed Limonite Avenue Interchange Fencing Project will improve the existing drainage along the southbound off-ramp of the previously completed Limonite Ave and I-15 Interchange

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

project in the City of Eastvale. All work is outside the shoulder allowing the interchange to remain open without any interruption during construction.

Construction is anticipated to begin in May 2025 and will take approximately one month to complete.

### SUPPLEMENTAL: Additional Fiscal Information

Construction is expected to be completed in Fiscal Year 2024/2025 and will be funded with Mira Loma RBBD funds.

There are no General Funds used in this project.

### Contract History and Price Reasonableness

A total of two bids were received on Wednesday January 22, 2025 ranging from \$323,188 to \$398,480.

The basis for the selection of a contractor is the lowest responsive and responsible bid.

The low bidder, Trinity Fence Company, submitted the lowest responsive and responsible bid in the amount of \$323,188 which is \$35,463 (12%) above the engineer's cost estimate.

The Transportation Department recommends the award of the contract to Trinity Fence Company in the amount of \$323,188.

### ATTACHMENTS:

Vicinity Map Attachment "A" Summary of Bids Addendum No. 1 Addendum No. 2 Contract/Bonds/Insurance Contractor's Bid Proposal Schedule "A"

arin, Principal Policy Analyst

uron S

sel 4/1/2025

4/2/2025

Riverside County Contract No. 25-01-004

### 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 <u>Trinity Fence Company</u>, hereafter called "Contractor".

### $\underline{W} \, \underline{I} \, \underline{T} \, \underline{N} \, \underline{E} \, \underline{S} \, \underline{S} \, \underline{E} \, \underline{T} \, \underline{H}$

### **Recitals:**

- Contractor has submitted to County his Contractor's Proposal for the construction of County Project, <u>Limonite Avenue Interchange Fencing Project</u>, <u>In the City of Eastvale, Project</u> <u>No. A3-0393</u>, 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 **2023** 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 (**Two**), (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

### 2. The Work

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

### 3. Prosecution, Progress and Liquidated Damages

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

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

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

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

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

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

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

### Limonite Avenue Interchange Fencing Project In the City of Eastvale Project No. A3-0393

ITEM No.	ITEM CODE	ITEM		ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)	
BASE	BID SCH	EDULE - Limonite Avenue (I-15) Interchan	ige Fend	ing (& Draina	ige) Project	· · · · · · · · · · · · · · · · · · ·	
1	66100	DUST ABATEMENT	LS	1	5,000.00	5,000.00	
2	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	8,600.00	8,600.00	
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	10,000.00	10,000.00	
5	170103	CLEARING AND GRUBBING (LS)	LS	1	25,830.00	25,830.00	
6	194001	DITCH EXCAVATION (GRADING FOR EARTHEN SWALE)	LS	1	39,550.00	39,550.00	
7	30802	REMOVE EXISTING FENCE AND REPLACE WITH 6' HIGH WIRE MESH FENCE (PER STATE STD. SPECIFICATION 80-2.02E) OR APPROVED EQUAL. POST AND INSTALLATION PER CALTRANS STANDARD PLAN A85, A85A, AND A85B	LF	1303	136.00	177,208.00	
8	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	32,000.00	32,000.00	
9	10602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	20,000.00	20,000.00	

### **Contract**

BASE BID SCHEDULE (PROJECT

Three hundred twenty-three thousand, one hundred eighty-eight dollars and zero cents "WORDS" \$323,188.00 TOTAL): ITEMS 1-9

### Limonite Avenue Interchange Fencing Project In the City of Eastvale Project No. A3-0393

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

COUNTY OF RIVERSIDE BY: V. M. J.	TRINITY H
DATED: APR 0 8 2025	TITLE:
ATTEST:	ATTEST:
Kimberly A. Rector, Clerk of the Board	

BY: \_\_\_\_\_\_ M

DANIELLE D. MALAND

Deputy

D COUNTY COUNSEL

TRINITY FENCE COMPANY BY: 2-5-20-3-

TITLE: \_\_\_\_\_\_\_ Anthony Yap - President , Secretary (If Corporation, affix Seal)

TITLE: \_\_\_\_\_

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

.

License No.: 1062599

Federal Employer Identification Number:

30-1138203

1000556994

"Corporation" (Seal)

Department of Industrial Relations Registration Number:

BY

FORMA

BY:

"County"

APR 0 8 2025 3.25

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V.123019.042523

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TRINITY FENCE CO.

6510 Box Springs Blvd. Suite H Riverside, CA 92507 Tel No. (951) 653-6987 Fax No. (951) 639-3788

### CORPORATE RESOLUTION OF SIGNING AUTHORITY

WHEREAS, the corporation is determined to grant signing and authority to certain person/s described hereunder.

RESOLVED, that the Board of Director is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, contracts, obligations, certificates and other instrument of whatever nature entered into by this corporation.

Name: Anthony Yap Position/Title: President Telephone Number: 951-653-6987 Email Address: <u>anthony@trinityfenceco.com</u> Signature:

The undersigned certifies that he is properly elected and qualified Secretary of the books, records and seal of Trinity Fence Co., a corporation duly conformed pursuant to the laws of the state of California, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of Trinity Fence Co. on February 13, 2025.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

Secretary

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

Bidder: Trinity Fence Co. (hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of <u>Limonite Avenue Interchange Fencing Project</u>, <u>In the City of Eastvale, Project</u> <u>No. A3-0393</u> 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.

Bid

By submitting this Bid, Contractor agrees with County:

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

### Limonite Avenue Interchange Fencing Project

### In the Citiy of Eastvale

### Project No. A3-0393

### REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM		ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066100	DUST ABATEMENT	LS	1	5,000.00	5,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00
3	120100	0 TRAFFIC CONTROL SYSTEM LS		1	8,600.00	8,600.00
4	130200	00 PREPARE WATER POLLUTION CONTROL PROGRAM LS		1	10,000.00	10,000.00
5	170103	CLEARING AND GRUBBING (LS) LS 1 25,830		25,830.00	25,830.00	
6	194001	DITCH EXCAVATION (GRADING FOR EARTHEN SWALE) LS 1 39		39,550.00	39,550.00	
7	030802REMOVE EXISTING FENCE AND REPLACE WITH 6' HIGH WIRE MESH FENCE (PER STATE STD. SPECIFICATION 80- 2.02E) OR APPROVED EQUAL. POST AND INSTALLATION PER CALTRANS STANDARD PLAN A85, A85A, AND A85BLF1,303136		136.00	177,208.00		
8	760090	0 MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP LS		1	32,000.00	32,000.00
9	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	20,000.00	20,000.00

PROJECT TOTAL: ITEMS 1-9 Three Hundred Twenty Three Thousand One Hundred Eighty Eight Dollars

\$ 323,188.00

"WORDS"

### **Bidder Data and Signature**

Name of Bidder:	Trinity Fence Co.	
Type of organization: _	Corporation	
Person(s) authorized to	sign for Bidder: _	Anthony Yap

Note:

If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vicepresident, 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:	6510 Box Springs Blvd. Suite H		
	(Please include busines	ss address even if P.O. Box is used.)	
Business City, State, Zip Code:	Riverside, CA 92507		
P.O. Box- Number:	N/A		
P.O. Box- City, State, Zip Code:	N/A		
Phone: (951)653-698	37		
Facsimile: ( <u>951</u> ) <u>639-378</u>	38		
E-mail: estimating@trinityfenceco.co	m		
Contra	ctor's license number:	1062599	
License	e Classification(s):	A, C13	
Expira	tion date:	Jan. 31, 2026	
Department of Industrial Relations R	egistration Number:	1000556994	

### **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:

### Limonite Avenue Interchange Fencing Project

### In the City of Eastvale

Project No. A3-0393

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):

Anthony Yap

President

Title:

"Contractor"

V.060719

### 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.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	O' Duffy Construction	647025	1000006692	29254 Duffy St. Romoland, CA 92585	5 - Clearing and Grubbing 6 - Ditch Excavation	X
2.						
3.						
4.						
5.						
6.						

Name of Bidder (Prime/General Contractor): Trinity Fence Co.

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: \_\_\_\_\_\_\_%

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	Trinity Fence Co.	(Company),
the party n	naking 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

Jan.	(Month) 22 (Day) of 2025 (Year),
at Riverside	(City), CA (State).
Signature of Declarant:	Asea
Printed name of Declarant:	Anthony Yap
Name of Bidder (Company):	Trinity Fence Co.
Title or Office:	President

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

### **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.

Contractor Name/Financial In Trinity Fence Co.	nstitution (Printed)	Federal ID Number (or n/a) 30-1138203
By (Authorized Standure)		
Printed Name and Title of Per Anthony Yap - President	rson Signing	
Date Executed Jan. 22, 2025	Executed in Rivers	ide, 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**.

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

### **Opt Out of Payment Adjustments for Price Index Fluctuations**

Limonite Avenue Interchange Fencing Project In the City of Eastvale

Project No. A3-0393

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:	Jan. 22, 2025	
Company Name (Bidder):	Trinity Fence Co.	
Signature:		
	(Signature of Company's authorized officer or designated representative	/e)
Name (printed):	Anthony Yap	
Title:	President	

### **Bid Bond**

**Recitals:** 1. Trinity Fence Company "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Limonite Avenue Interchange Fencing Project, In the City of Eastvale, Project No. A3-0393 in accordance with a Notice Inviting Bids from the County.

2. The Ohio Casualty Insurance Company a New Hampshire 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: January 20, 2025 Signatures:	- MPA Ven
By: Boul A Bland	By:
Paul A. Bland Title: Attorney in Fact "Surety"	Title: Antiony Yap - President
STATE OF Seal No. 8146	See attached Acknowledgment for Surety
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	n whose name is subscribed to the within instrument and
acknowledged to me that he/she exceuted t	the same in his/her authorized capacities, and that by his/her
signature on the instrument the person, or the instrument.	he entity upon behalf of which the person acted, executed the

WITNESS my hand and official seal.

Notary Public (Seal)

Signature of Notary Public Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach scknowledgements).

ACKNOWLEDGMENT			
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.			
State of California County ofO			
On January 20, 2025 before me, Candy A. Dakin, Notary Public (insert name and title of the officer)			
personally appeared Paul A. Bland who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/aré subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ie's), 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 Candy A.D.A. (Seal)			

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California	)	
County of Riverside	)	
On 1/22/25	before me, Crystal Cervantes, Notary Public	
Date	Here Insert Name and Title of the Officer	
personally appeared	Anthony Yap	
	Mame(s) of Signer(s)	

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) sare subscribed to the within instrument and acknowledged to me that be she/they executed the same in this her/their authorized capacity(ies), and that by the 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 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 Document: Non-Collusio	Dela	4 0.2
Title or Type of	Document: 1000-Collosic	on peclara	TION
Document Date	:		Number of Pages:
	Than Named Above:		
Signer's Name: Corporate Of Partner – C Individual Trustee Other:	Claimed by Signer(s) ficer — Title(s): Limited	Corporate Of Partner —  Individual Trustee Other:	ficer — Title(s): Limited

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

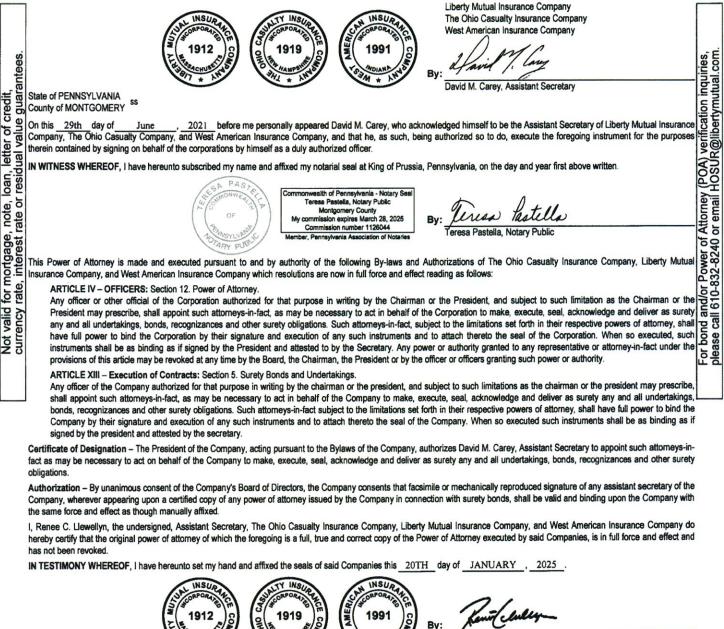
Certificate No: 8205866-024087

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Candy A Dakin; Cynthia S. Wozney; Denise Bennett; Edward W. Griffith II; Paul A. Bland; Steven C. Mosier

all of the city of each individually if there be more than one named, its true and lawful attorney-in-fact to make. state of CA Irvine execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June 2021



\*

LMS-12873 LMIC OCIC WAIC Multi Co 02/21



Liberty Mutual Surety 1001 4th Ave Ste 3800 Seattle, WA 98154 Office: 206-473-3533

As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Liberty Mutual Insurance Company ("LMIC") on behalf of itself and the companies listed below has authorized its Attorneys-in-Fact to affix its corporate seal for surety obligations in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact:

Liberty Mutual Insurance Company Liberty Mutual Fire Insurance Company The Ohio Casualty Insurance Company West American Insurance Company Safeco Insurance Company of America American States Insurance Company

Please note that the digital seal utilized by our authorized agents will also include their agency specific reference number.

LMIC agrees and affirms on behalf of itself and the other companies listed herein, that the digital corporate seal referenced above has the same binding effect when affixed to a bond or a Power of Attorney document as if it were a raised corporate seal.

Effective this 23rd day of March, 2020.

Renee C. Llewellyn, Assistant Secretary

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## DEPARTMENT OF INSURANCE

#### Company Profile

CALIFORNIA

#### Company Search Company Search Results

→Company Information Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

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

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint Company Performance &

Comparison Data Company

Enforcement Action Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer COMPANY PROFILE

#### **Company Information**

#### **OHIO CASUALTY INSURANCE COMPANY (THE)**

175 BERKELEY STREET BOSTON, MA 02116

#### **Old Company Names**

#### Agent For Service

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

#### **Reference Information**

NAIC #:	24074
California Company ID #:	5133-4
Date Authorized in California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

#### back to top

#### NAIC Group List

NAIC Group #:

*‡*:

LIBERTY MUT 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.

0111

AUTOMOBILE BOILER AND MACHINERY BURGLARY COMMON CARRIER LIABILITY CREDIT FIRE LIABILITY MARINE MISCELLANEOUS PLATE GLASS SPRINKLER SURETY

WORKERS' COMPENSATION

Effective Date



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

## **COUNTY OF RIVERSIDE** *TRANSPORTATION AND LAND MANAGEMENT AGENCY*

## **Transportation Department**

**ADDENDUM NUMBER 1** 

Dated December 31, 2024

to the Specifications and Contract Documents for the construction of

Limonite Avenue Interchange Fencing Project In the City of Eastvale Project No. A3-0393

Bids Due:

(Revised) Wednesday, January 22, 2025; 2:00 p.m. 14<sup>th</sup> Street Transportation Annex 3525 14<sup>th</sup> Street; Riverside, CA 92501 (951) 955-6780

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

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

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

#### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

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

	Wednesday, January 22, 2025; 2:00 p.m. 14 <sup>th</sup> Street Transportation Annex 3525 14 <sup>th</sup> Street; Riverside, CA 92501 (951) 955-6780		
Prepared by:	Joel R. Jimmy	Date: _	December 31, 2024
	Joel Jimanez, Project Manager, Contracts/Bic	dding Unit	
Acknowledge	d:	Date:	Jan. 22, 2025

JRJ:jrj

Hector D. Davila, P.E. Deputy for Transportation/ Capital Projects

Russell Williams Deputy for Transportation/ Planning and Development



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

## COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY

## **Transportation Department**

#### ADDENDUM NUMBER 2

Dated January 8, 2025

to the Specifications and Contract Documents for the construction of

Limonite Avenue Interchange Fencing Project In the City of Eastvale Project No. A3-0393

Bids Due:

Wednesday, January 22, 2025; 2:00 p.m. 14<sup>th</sup> Street Transportation Annex 3525 14<sup>th</sup> Street; Riverside, CA 92501 (951) 955-6780

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

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

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

#### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

#### Item 1: Revised Proposal

Refer to "Proposal" page B2. Delete and replace "Proposal" (page B2) with "Revised Proposal" attached herewith as Attachment "A".

Note: Revisions made to the proposal by Addendum No. 2 are written with blue font on Attachment "A".

- a. The estimated quantity has been revised for the following bid item:
  - Item 7, REMOVE EXISTING FENCE AND REPLACE WITH 6' HIGH WIRE MESH FENCE (PER STATE STD. SPECIFICATION 80-2.02E) OR APPROVED EQUAL. POST AND INSTALLATION PER CALTRANS STANDARD PLAN A85, A85A, AND A85B
- b. The unit has been revised, and a Force Account amount has been added for the following bid item: Item 9, MISCELLANEOUS WORK (AS DIRECTED)

Hector D. Davila, P.E. Deputy for Transportation/ Capital Projects

Russell Williams Deputy for Transportation/ Planning and Development Addendum No. 2 Limonite Avenue Interchange Fencing Project In the City of Eastvale Project No. A3-0393

January 8, 2025 Page 2 of 4

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#### Item 2: Clarification – New Wire Mesh Fence

Refer to Bid Item No. 7, "Remove Existing Fence And Replace With 6' High Wire Mesh Fence (Per State Std. Specification 80-2.02E) or Approved Equal. Post and Installation Per Caltrans Standard Plan A85, A85A, and A85B", and refer to Section 80, Fences, on page 28 of the Special Provisions.

Contractor shall remove the existing chain link fence and install (single) new 6-feet high wire mesh fence (Niles Wire Mesh 1-1/2" – 9R Carbon Steel Raised HDG Reversed Diamond Orientation or approved equivalent) 6" from the right-of-way line.

New Chain Link Fence will not be installed as part of this project; however, Caltrans Standard Plans A85, A85A, and A85B shall be referenced and used for construction of fence posts footings, posts dimensions, and braces required for the new wire mesh fence installation.

ATTACHMENTS A – Revised Proposal (1 page) Addendum No. 2 Limonite Avenue Interchange Fencing Project In the City of Eastvale Project No. A3-0393 January 8, 2025 Page 3 of 4

.

This addendum has been prepared under the direction of the following registered Civil Engineer(s):

Diler Sheth

Dilesh R. Sheth, PE Webb Associates (Consultant)



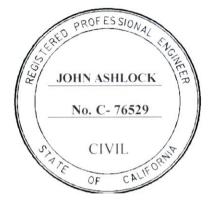
Addendum No. 2 Limonite Avenue Interchange Fencing Project In the City of Eastvale Project No. A3-0393 January 8, 2025 Page 4 of 4

This addendum has been prepared under the direction of the following registered Civil Engineer(s):

#### Recommended by:

allos &

John Ashlock, PE Construction Division Manager/Project Manager



Concurrence:

un Cesar Tolentino, PE Engineering Division Manager Jan. 22, 2025 Trinity Fence Co. Acknowledged: Date:

(Contractor)

JRJ: jrj:jr

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and nonbidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

### **Performance Bond**

#### **Recitals:**

- <u>Trinity Fence Company</u> (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as <u>Limonite Avenue Interchange Fencing Project, In</u> <u>the City of Eastvale, Project No. A3-0393</u>.
- 2. The Ohio Casualty Insurance Company, a New Hampshire 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:

- The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$323,188.00 (Three hundred twenty-three thousand, one hundred eighty-eight dollars and zero cents) and inures to the benefit of County.
- 2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
- 3. This obligation is binding on our successors and assigns.

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's executed as of February 3, 2025 Trinity Fence Company By By By	The Ohio Casualty Insurance Company By Type Name Paul A. Bland
TitleContractor"	Its Attorney in Fact "Surety"
(Corporate Seal) NOTE: This Bond must be executed by both p must be acknowledged. (Attach acknow	(Corporate Seal) Seal No. 8146 Parties with corporate seal affixed. <u>All</u> signatures wledgements).

ACKNOWLEDGMENT			
A notary public or other officer completing this certificate verifies only the identity of the individ who signed the document to which this certifica attached, and not the truthfulness, accuracy, or validity of that document.	ate is		
State of California County of Orange)			
On February 3, 2025 before me,	Candy A. Dakin, Notary Public (insert name and title of the officer)		
personally appeared Paul A. Bland who proved to me on the basis of satisfactory evi- subscribed to the within instrument and acknowle his/hør/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the p	dged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the		
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	e laws of the State of California that the foregoing		
WITNESS my hand and official seal.	CANDY A. DAKIN COMM. #2364904 Notary Public - California Orange County		
Signature Caroly S. D.	(Seal)		

т., ст.,

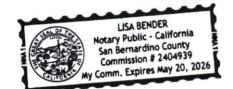
#### **CALIFORNIA ACKNOWLEDGMENT**

#### 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 Californ County of efore me, personally appeared

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

Signat 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 De	ocument:		
Document Date:			Number of Pages:
Signer(s) Other Th	an Named Above:		
Capacity(ies) Clai	med by Signer(s)		
Signer's Name:		Signer's Name:	
Corporate Officer – Title(s):		Corporate Officer – Title(s):	
□ Partner – □ Lin	nited 🗆 General	🗆 Partner – 🗆 Lir	nited 🗆 General
Individual	Attorney in Fact	Individual	Attorney in Fact
□ Trustee	□ Guardian or Conservator	□ Trustee	Guardian or Conservator
□ Other:		□ Other:	
Signer is Represer	ting:	Signer is Represe	nting:

©2019 National Notary Association





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8205866-024087

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Candy A Dakin; Cynthia S. Wozney; Denise Bennett; Edward W. Griffith II; Paul A. Bland; Steven C. Mosier

all of the city of state of each individually if there be more than one named, its true and lawful attorney-in-fact to make. Irvine CA execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June 2021





West American Insurance Company By:

David M. Carey, Assistant Secretary

Liberty Mutual Insurance Company

The Ohio Casualty Insurance Company

guarantees. State of PENNSYLVANIA SS County of MONTGOMERY

Not valid for mortgage, note, loan, letter of credit,

residual

rate or

interest

currency rate,

value 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance On this 29th day of June Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



nonwealth of Pennsylvania - Notary Sea Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries

By: Jeresa Pastella Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe. shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this <u>3RD</u> day of <u>FEBRUARY</u>, 2025



LMS-12873 LMIC OCIC WAIC Multi Co 02/21

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## COMPANY PROFILE

### Company Profile

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View Financial Disclaimer **Company Information** 

#### OHIO CASUALTY INSURANCE COMPANY (THE)

175 BERKELEY STREET BOSTON, MA 02116

#### **Old Company Names**

#### **Agent For Service**

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

#### **Reference Information**

NAIC #:	24074
California Company ID #:	5133-4
Date Authorized in California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

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#### NAIC Group List

NAIC Group #:

LIBERTY MUT GRP

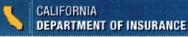
#### Lines Of Business

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.

0111

AUTOMOBILE BOILER AND MACHINERY BURGLARY COMMON CARRIER LIABILITY CREDIT FIRE LIABILITY MARINE MISCELLANEOUS PLATE GLASS SPRINKLER SURETY WORKERS' COMPENSATION

#### **Effective Date**



### **Payment Bond**

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

The makers of this Bond are <u>Trinity Fence Company</u> as Principal and Original Contractor and <u>The Ohio Casualty Insurance Company</u>, 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 <u>\$323,188.00 (Three</u> <u>hundred twenty-three thousand, one hundred eighty-eight dollars and zero cents)</u> 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 <u>Limonite Avenue Interchange Fencing Project</u>, In the City of Eastvale, Project No. A3-0393.

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: February 3, 2025		Trinity Fence Company
		Original Contractor – Principal
		A R
The Ohio Casualty Insurance Company		By
Surety		
By Partice	SUALTY INSURPTIC	Title Anthony Yap - President
Paul A. Bland, Attorney-in-Fact	E TA HAMPSHILLS	0
Its Attorney In Fact	SHI * MY	(If corporation, affix seal)
2	Seal No. 8146	0.2
(Corporate Seal)		(Corporate Seal)
See attached Acknowledgment for Su	rety with prop	
STATE OF		10. 10 March 1.
COUNTY OF	}	ss. SURETY'S ACKNOWLEDGEMENT
	_/	
On befor	re me,	personally
appeared,		_, known to me, or proved to me on the basis of
satisfactory evidence to be the person w	ose name is	subscribed to the within instrument and acknowledged
		pacities, and that by his signature on the instrument the
person, or the entity upon behalf of which		
person, of the entity upon behalf of which	r the person a	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. <u>All</u> signatures **must be acknowledged.** (Attach acknowledgements).

ACKNOWLEDGMENT		
A notary public or other officer completing this certificate verifies only the identity of the individ who signed the document to which this certifica attached, and not the truthfulness, accuracy, or validity of that document.	ate is	
State of California County ofOrange)		
On February 3, 2025 before me,	Candy A. Dakin, Notary Public (insert name and title of the officer)	
personally appeared Paul A. Bland 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/sh/e/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.	CANDY A. DAKIN COMM. #2364904 Notary Public - California Orange County	
Signature Carfel DL	(Seal)	

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#### **CALIFORNIA ACKNOWLEDGMENT**

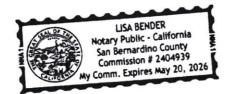
#### CIVIL CODE § 1189

#### 

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 Califor County of before me personally appeared Name(s) of 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.

Signatu lotarv Public Sianature OPTIONAL -

Place Notary Seal and/or Stamp Above

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

Signer's Name:

### **Description of Attached Document** Title or Type of Document: \_\_\_\_\_ Number of Pages: Document Date: Signer(s) Other Than Named Above: \_\_\_\_\_

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

#### Signer's Name:

0			
□ Corporate	Officer -	Title(s):	

- □ Partner □ Limited □ General
- □ Individual □ Attorney in Fact Guardian or Conservator
- □ Other: \_\_\_\_
- Signer is Representing:

□ Corporate Officer – T	itle(s):
□ Partner – □ Limited	General
🗆 Individual	Attorney in Fact
Trustee	□ Guardian or Conservator
□ Other:	
Signer is Representing:	

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8205866-024087

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Candy A Dakin; Cynthia S. Wozney; Denise Bennett; Edward W. Griffith II; Paul A. Bland; Steven C. Mosier

each individually if there be more than one named, its true and lawful attorney-in-fact to make, all of the city of Irvine state of CA execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June 2021





The Ohio Casualty Insurance Company West American Insurance Company Bv

David M. Carey, Assistant Secretary

Liberty Mutual Insurance Company

State of PENNSYLVANIA SS County of MONTGOMERY

nd/or Power of Attorney (POA) verification inquiries, 610-832-8240 or email HOSUR@libertymutual.com Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees. On this 29th day of June 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



onwealth of Pennsylvania - Notary Sea Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 ber, Pennsylvania Association of Notaries

eresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the and/ President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety bond ar any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall For bon please ( have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3RD day of FEBRUARY, 2025





No se se p

Liberty Mutual Surety 1001 4th Ave Ste 3800 Seattle, WA 98154 Office: 206-473-3533

As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Liberty Mutual Insurance Company ("LMIC") on behalf of itself and the companies listed below has authorized its Attorneys-in-Fact to affix its corporate seal for surety obligations in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact:

Liberty Mutual Insurance Company Liberty Mutual Fire Insurance Company The Ohio Casualty Insurance Company West American Insurance Company Safeco Insurance Company of America American States Insurance Company

Please note that the digital seal utilized by our authorized agents will also include their agency specific reference number.

LMIC agrees and affirms on behalf of itself and the other companies listed herein, that the digital corporate seal referenced above has the same binding effect when affixed to a bond or a Power of Attorney document as if it were a raised corporate seal.

Effective this 23<sup>rd</sup> day of March, 2020.

Renee C. Llewellyn, Assistant Secretary

#### Company Profile

Company Search Company Search Results

→Company Information Old Company

Names

Agent for Service Reference

Information

NAIC Group List Lines of Business

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

Financial Statements PDF's

Annual Statements Quarterly

Statements

Company Complaint Company

Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

#### COMPANY PROFILE

# **Company Information**

#### **OHIO CASUALTY INSURANCE COMPANY (THE)**

175 BERKELEY STREET BOSTON, MA 02116

#### **Old Company Names**

#### **Agent For Service**

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

#### Reference Information

NAIC #:	24074
California Company ID #:	5133-4
Date Authorized in California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

#### back to top

### NAIC Group List

NAIC Group #:

LIBERTY MUT 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.

0111

AUTOMOBILE BOILER AND MACHINERY BURGLARY COMMON CARRIER LIABILITY CREDIT FIRE LIABILITY MARINE MISCELLANEOUS PLATE GLASS SPRINKLER SURETY WORKERS' COMPENSATION

#### back to top

#### Effective Date

ACORD <sup>®</sup> CERTIFICATE OF LIABILITY INSURANCE							DATE (MM/DD/YYYY)			
										/18/2025
C B	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AI	VEL	Y OF	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED	BY THE	POLICIES
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PRO	DUCER				CONTA NAME:		1			
6	MGS Risk Management & Insur 201 Oak Canyon, Suite 100 vine, CA 92618	anc	e Se	ervices	PHONE (A/C, No E-MAIL ADDRE	o, Ext):		FAX (A/C, No)	:	
							SURER(S) AFFOR	RDING COVERAGE		NAIC #
	3 3	B845	19		INSURE	RA: Traveler	s Indemnity C	Company of CT		25682
Ti 6	red inity Fence Company 510 Box Springs Blvd. Suite G iverside CA 92507				INSURE INSURE	RC:	s Property Ca	asualty Co of America		25674
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INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	ITS	
A	COMMERCIAL GENERAL LIABILITY	1		4T22-CO-8P405751-TCT-	24	4/13/2024	4/13/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,00 \$300,	
								MED EXP (Any one person)	\$5,00	0
								PERSONAL & ADV INJURY	\$1,00	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,00	
								PRODUCTS - COMP/OP AGG	\$2,00	0,000
A		1		810-8P309173-24-2S-G		4/13/2024	4/13/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	\$1,00 \$	0,000
	OWNED SCHEDULED							BODILY INJURY (Per accident		
	AUTOS ONLY     AUTOS     HIRED     AUTOS ONLY     ✓     AUTOS ONLY     ✓     AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
В	VIMBRELLA LIAB V OCCUR			CUP-1R440985-24-2S		4/13/2024	4/13/2025	EACH OCCURRENCE	\$2,00	0,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$2,00	0,000
в	DED RETENTION \$			UB-8P312128-24-2S-G		4/13/2024	4/13/2025	PER OTH-	\$	
Б	AND EMPLOYERS' LIABILITY Y / N		1	06-05312120-24-23-0		4/13/2024	4/13/2023	✓   STATUTE   ER		0.000
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT	\$1,00	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT		
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	is certificate may be relied upon only if the sectificate of insurance amends and s					attached her	reto.			
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С	monite Avenue Interchange Fencing Pro ounty of Riverside ansportation Department ttn: Contracts/Bidding Unit	ject			THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE ( EREOF, NOTICE WILL CY PROVISIONS.		
3	525 14th Street iverside CA 92501				AUTHO	RIZED REPRESE		nt.		
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					WIICHE		88-2015 AC	ORD CORPORATION.	All rig	hts reserved.

# ACORD 25 (2016/03)

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AGENCY CUSTOMER ID:

LOC #:



# ADDITIONAL REMARKS SCHEDULE

AGENCY GMGS Risk Management & Insurance Services POLICY NUMBER		NAMED INSURED Trinity Fence Company 6510 Box Springs Blvd. Suite G Riverside CA 92507
	-	
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER:	25	FORM TITLE: Certificate of Liability Insurance (03/16)
HOLDER: County	of Riverside	Transportation Department Attn: Contracts/Bidding Unit
ADDRESS: 3525 14	4th Street Riv	verside CA 92501

RE: Limonite Avenue Interchange Fencing Project, In the City of Eastvale, Project No. A3-0393, Riverside County Contract No. 25-01-004

As respects General Liability coverage, County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives; Caltrans, its elected and appointed officials, employees, agents, and representatives; City of Eastvale, its elected and appointed officials, employees, agents, and representatives are added as Additional Insured, per CGD2460419 attached, and this insurance is primary, per CGT1000219 attached.

As respects General Liability coverage, a General Aggregate Limit applies Per Project, per CGD2110104 attached.

As respects General Liability coverage, 30-day written notice of cancellation (10 days for non-payment of premium) applies per ILT0010107 attached.

As respects Automobile Liability coverage, County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives; Caltrans, its elected and appointed officials, employees, agents, and representatives; City of Eastvale, its elected and appointed officials, employees, agents, and representatives are added as Additional Insured per CAT3530215 and this insurance is primary, per CAT4990216 attached.

As respects Automobile Liability coverage, 30-day written notice of cancellation (10 days for non-payment of premium) applies per ILT0010107 attached.

As respects Workers' Compensation coverage, a Waiver of Subrogation is hereby included, per WC990376 attached.

As respects Workers Compensation coverage, 30-day written notice of cancellation (10 days for non-payment of premium) applies per WC9906R3 attached.

Page

of

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

# XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- A. Who Is An Insured Unnamed Subsidiaries
- Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Operations

### PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability Railroads
- F. Damage To Premises Rented To You
  - a. An organization other than a partnership, joint venture or limited liability company; or
  - b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### C. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b**. of the definition of "occurrence" in the **DEFINITIONS** Section:
  - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
- The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

# D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

# E. CONTRACTUAL LIABILITY - RAILROADS

- The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
  - c. Any easement or license agreement;

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### COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

# F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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#### COMMERCIAL GENERAL LIABILITY

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and noncontributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

Page 16 of 21

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom claim is made or "suit" is brought.

#### Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

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

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

### SECTION V - DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

# DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

# SCHEDULE

# Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT, THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS. Designated Project General Aggregate(s): GENERAL AGGREGATE LIMIT SHOWN ON THE DECLARATIONS.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:
  - A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.
  - The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A., except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under COVERAGE C, regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".

- 3. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

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#### COMMERCIAL GENERAL LIABILITY

- Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of SECTION III LIMITS OF INSURANCE is deleted and replaced by the following:
  - 2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under Coverage B; and
    - b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the SCHEDULE above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is pro-

vided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the **Defini**tions Section is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

Patrices G. Marthem 2/18/25

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810-8P309173-24-2S-G

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

# BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

# PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured". 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph **a**. and paragraph **d**. of this part **5**. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and noncontributory.

Patricia a. Marchero 2/18/25

CA T4 99 02 16

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# **COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions:

# A. Cancellation

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

# B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as part of this policy.

# C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time

during the policy period and up to three years afterward.

# D. Inspections And Surveys

- 1. We have the right to:
  - Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
- We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

# E. Premiums

- 1. The first Named Insured shown in the Declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums we pay.
- We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at

the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

# F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while

acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

# G. Equipment Breakdown Equivalent to Boiler and Machinery

On the Common Policy Declarations, the term Equipment Breakdown is understood to mean and include Boiler and Machinery and the term Boiler and Machinery is understood to mean and include Equipment Breakdown.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

One of the companies listed below (each a stock company) has executed this policy, and this policy is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)

Wendy C. Shi

Brian That Cean



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A)

POLICY NUMBER: UB-8P312128-24-2S-G

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.0 % of the California workers' compensation premium.

Schedule

Person or Organization

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

Patricia a. Marther 2/15/25

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 4/13/2024 Insured Trinity Fence Company Policy No. UB-8P312128-24-2S-G

Endorsement No. Premium

Insurance Company

Countersigned by

DATE OF ISSUE: - - ST ASSIGN: 04/13/2024 Page 1 of 1



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 R3 (00) - 001

POLICY NUMBER: UB-8P312128-24-2S-G

# NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX - CONDITIONS :

#### Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

#### SCHEDULE

Name and Address of Designated Persons or Organizations:Number of Days NoticeANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN<br/>CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN30, BUT ONLY IF:1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE<br/>SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR<br/>ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM<br/>US OF THE CANCELLATION OF THIS POLICY; AND<br/>2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE<br/>BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS

ENDORSEMENT.

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

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 4/13/2024 Insured Trinity Fence Company

Insurance Company

Endorsement No. Policy No. UB-8P312128-24-2S-G A

DATE OF ISSUE: ST ASSIGN:

© 2013 The Travelers Indemnity Company. All rights reserved. 83829593 | 24-25 A/G-PP/W/U | Excl:OT1 OT2 OT3 OT4 | Dani Rembleski | 2/4/2025 9:44:10 AM (PST) | Page 13 of 13

#### **Company Profile**

#### Company Search Company Search Results

→Company Information

Old Company Names

Agent for Service Reference

Information

NAIC Group List Lines of Business

Workers' Compensation

Complaint and Request for Action/Appeals Contact Information

Financial Statements PDF's

Annual Statements Quarterly

Statements

Company Complaint

Company Performance & Comparison Data

Company

**Enforcement Action** Composite

**Complaints Studies** 

Additional Info

Find A Company Representative In Your Area

**View Financial** Disclaimer

#### COMPANY PROFILE

#### **Company Information**

### TRAVELERS INDEMNITY COMPANY OF CONNECTICUT (THE) **ONE TOWER SQUARE**

HARTFORD, CT 06183-1190

#### **Old Company Names**

#### **Effective Date**

EQUITABLE FIRE AND MARINE INSURANCE COMPANY	10/08/1971
TRAVELERS INDEMNITY COMPANY OF RHODE ISLAND (THE)	09/12/1995

#### **Agent For Service**

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

#### **Reference Information**

NAIC #:	25682		
California Company ID #:	0056-2		
Date Authorized in California:	06/28/1890		
License Status:	UNLIMITED-NORMAL		
Company Type:	Property & Casualty		
State of Domicile:	CONNECTICUT		

back to top

#### **NAIC Group List**

NAIC Group #:

#### Travelers 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.

3548

# AUTOMOBILE

AIRCRAFT

BOILER AND MACHINERY BURGLARY COMMON CARRIER LIABILITY DISABILITY FIRE LEGAL INSURANCE LIABILITY MARINE MISCELLANEOUS PLATE GLASS SPRINKLER SURETY TEAM AND VEHICLE WORKERS' COMPENSATION

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#### Company Profile

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NAIC Group List Lines of Business

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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**

#### **OHIO CASUALTY INSURANCE COMPANY (THE)**

175 BERKELEY STREET BOSTON, MA 02116

#### **Old Company Names**

#### Agent For Service

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

#### **Reference Information**

NAIC #:	24074
California Company ID #:	5133-4
Date Authorized in California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

#### back to top

# NAIC Group List

NAIC Group #:

LIBERTY MUT 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.

0111

AUTOMOBILE BOILER AND MACHINERY BURGLARY COMMON CARRIER LIABILITY CREDIT FIRE LIABILITY MARINE MISCELLANEOUS PLATE GLASS SPRINKLER SURETY WORKERS' COMPENSATION Effective Date

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# **Attachment "A"**

**Riverside County Transportation Department** 

#### Project: Limonite Avenue Interchange Fencing Project

#### Project No.(s): A30393

Expenses as of: 2/24/2025

Page 1

Project Costs and Budget							
Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget	
A Preliminary Survey		428,753		429,000	428,000	429,000	
B Design		3,197,309		3,198,000	2 105 000	2 109 000	
B Design (Fencing Project)					3,195,000	3,198,000	
C Environmental		1,894,362		1,895,000	1,895,000	1,895,000	
D Right-of-way		13,028,608		13,029,000	12,009,000	13,636,000	
D Right-of-way (Fencing Project)		596,009	10,000	607,000	12,009,000	13,030,000	
E Construction		40,457,130		40,458,000			
E Construction (Fencing Project)			323,188	356,000	41,359,000	40,814,000	
Con Contingency (Fencing Project)	10%		32,319	350,000			
F Con Eng & Insp		7,562,745		7,563,000	7,651,000	7,659,000	
F Con Eng & Insp (Fencing Project)		52,645	42,414	96,000	7,001,000	7,059,000	
G Construction Survey		925,469		926,000	873,000	947,000	
G Construction Survey (Fencing Project)		153	20,000	21,000	073,000	947,000	
H Utilities		69,989		70,000	70,000	70,000	
	Totals:	68,213,172	427,921	68,648,000	67,480,000	68,648,000	

#### Project Funding Existing Proposed Code Name Budget Budget 48,000,000 225 SB 132 48,000,000 Mira Loma RBBD 18,186,000 19,354,000 428 979,000 979,000 832 Jurupa Community Services District 315,000 315,000 990 Miscellaneous (Chino Basin Desalter Authority)

Totals: 67,480,000

68,648,000

#### Comments

The A30393 I-15/Limonite Avenue Interchange project was accepted as complete by the Riverside County Board of Supervisors on October 4, 2022. As part of a settlement agreement with the Swan Lake Mobile Home Park, the County has agreed to perform remedial fence and drainage work. Construction and other costs attributed to the settlement (Fencing Project) are highlighted blue and will be covered via Mira Loma RBBD funds as shown in the "Source of Funds" section on the Form 11. Other funds are shows as reference to the original I-15/Limonite Ave Interchange project.

Riverside County Transportation Department	PROJECT: Limonite Avenue (I-15) Interchange						
Summary of Bids	Fencing (& Drainage) Project						
		In the City of Eastvale					
Advertised: December 17, 2024 (Agenda Item: 3.30)		Project No. A3-0393					
Addenda: 1(12/31/24), 2(1/8/25)							
Bids Open: 2 pm Date: Wednesday, January 22, 2025							
Company Name	BASE BID SCHEDULE Limonite Avenue (I-15) Interchange Fencing (& Drainage) Project	Project Total					
COUNTY'S ESTIMATE	287,725.00	\$287,725.00					
1 Trinity Fence Company	323,188.00	\$323,188.00					
2 Elegant Construction Inc	Non-Responsive	Non-Responsive					
Average Bid Prices	\$323,188.00	\$323,188.00					

Riverside County Transportation Department Summary of Bids PROJECT: Limonite Avenue (I-15) Interchange Fencing (& Drainage) Project In the City of Eastvale

Project No. A3-0393

Advertised: December 17, 2024 (Agenda Item: 3.30)

Addenda: 1(12/31/24), 2(1/8/25)

Bids Open: 2 pm Date: Wednesday, January 22, 2025

1 **Trinity Fence Company** BASE BID SCHEDULE - Limonite Avenue (I-15) Interchange Fencing (& Drainage) Project COUNTY'S ESTIMATE Riverside, CA 92507 BID UNIT PRICE BID ESTIMATE ITEM NO. ITEM CODE CONTRACT ITEM UNITS QUANTITY UNIT PRICE ENG ESTIMATE 5,000.00 5,000.00 5,000.00 066100 DUST ABATEMENT LS 5,000.00 1 1 LS 5,000.00 5,000.00 5,000.00 2 100100 DEVELOP WATER SUPPLY 1 5,000.00 3 120100 TRAFFIC CONTROL SYSTEM LS 1 10.000.00 10.000.00 8,600.00 8.600.00 10.000.00 130200 PREPARE WATER POLLUTION CONTROL PROGRAM LS 1 10,000.00 10.000.00 10.000.00 4 LS 15.000.00 25,830.00 25,830.00 5 170103 CLEARING AND GRUBBING (LS) 1 15.000.00 6 194001 DITCH EXCAVATION (GRADING FOR EARTHEN SWALE) LS 1 100,000.00 100,000.00 39,550.00 39,550.00 REMOVE EXISTING FENCE AND REPLACE WITH 6' HIGH WIRE MESH FENCE (PER STATE STD. SPECIFICATION 80-7 030802 LF 1.303 75.00 97,725.00 136.00 177,208.00 2.02E) OR APPROVED EQUAL. POST AND INSTALLATION PER CALTRANS STANDARD PLAN A85, A85A, AND A85B 8 760090 MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP LS 1 25,000.00 25,000.00 32,000.00 32,000.00 20,000.00 20,000.00 20,000.00 20,000.00 9 010602 MISCELLANEOUS WORK (AS DIRECTED) FA 1 **PROJECT TOTAL** 287,725.00 323,188.00 **ITEMS 1 - 9** 

Riverside County Transportation Department Summary of Bids PROJECT: Limonite Avenue (I-15) Interchange Fencing (& Drainage) Project In the City of Eastvale Project No. A3-0393

Advertised: December 17, 2024 (Agenda Item: 3.30)

Addenda: 1(12/31/24), 2(1/8/25)

Bids Open: 2 pm Date: Wednesday, January 22, 2025

						2		
BASE BI	D SCHEDULI	E - Limonite Avenue (I-15) Interchange Fencing(& Drainage)Pro	oject		Elegant Construction I Irvine, CA 92618	nc		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	-	
1	066100	DUST ABATEMENT	LS	1	10,000.00	10,000.00		
2	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00		
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	10,000.00	10,000.00		
5	170103	CLEARING AND GRUBBING (LS)	LS	1	30,000.00	30,000.00		
6	194001	DITCH EXCAVATION (GRADING FOR EARTHEN SWALE)	LS	1	70,000.00	70,000.00		
7	030802	REMOVE EXISTING FENCE AND REPLACE WITH 6' HIGH WIRE MESH FENCE (PER STATE STD. SPECIFICATION 80- 2.02E) OR APPROVED EQUAL. POST AND INSTALLATION PER CALTRANS STANDARD PLAN A85, A85A, AND A85B	LF	1,303	160.00	208,480.00		
8	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	35,000.00	35,000.00		
9	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	20,000.00	20,000.00		
	PROJECT TOTAL ITEMS 1 - 9					Non-Responsive		



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



# **Transportation Department**

**ADDENDUM NUMBER 1** 

Dated December 31, 2024

to the Specifications and Contract Documents for the construction of

Limonite Avenue Interchange Fencing Project In the City of Eastvale Project No. A3-0393

Bids Due: (Revised) Wednesday, January 22, 2025; 2:00 p.m. 14<sup>th</sup> Street Transportation Annex 3525 14<sup>th</sup> Street; Riverside, CA 92501 (951) 955-6780

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

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

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

# MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

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

Wednesday, January 22, 2025; 2:00 p.m. 14<sup>th</sup> Street Transportation Annex 3525 14<sup>th</sup> Street; Riverside, CA 92501 (951) 955-6780

for R. Jimany

Date: December 31, 2024

Joel Jimenez, Project Manager, Contracts/Bidding Unit

Acknowledged:

Prepared by:

\_\_\_\_ Date: \_

(Contractor)

JRJ:jrj

Hector D. Davila, P.E. Deputy for Transportation/ Capital Projects

Russell Williams Deputy for Transportation/ Planning and Development



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

# **COUNTY OF RIVERSIDE** *TRANSPORTATION AND LAND MANAGEMENT AGENCY*

# **Transportation Department**

# ADDENDUM NUMBER 2

Dated January 8, 2025

to the Specifications and Contract Documents for the construction of

Limonite Avenue Interchange Fencing Project In the City of Eastvale Project No. A3-0393

Bids Due:

**Wednesday, January 22, 2025; 2:00 p.m.** 14<sup>th</sup> Street Transportation Annex 3525 14<sup>th</sup> Street; Riverside, CA 92501 (951) 955-6780

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

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

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

# MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

#### Item 1: Revised Proposal

Refer to "Proposal" page B2. Delete and replace "Proposal" (page B2) with "Revised Proposal" attached herewith as Attachment "A".

Note: Revisions made to the proposal by Addendum No. 2 are written with blue font on Attachment "A".

- a. The estimated quantity has been revised for the following bid item:
  - Item 7, REMOVE EXISTING FENCE AND REPLACE WITH 6' HIGH WIRE MESH FENCE (PER STATE STD. SPECIFICATION 80-2.02E) OR APPROVED EQUAL. POST AND INSTALLATION PER CALTRANS STANDARD PLAN A85, A85A, AND A85B
- b. The unit has been revised, and a Force Account amount has been added for the following bid item: Item 9, MISCELLANEOUS WORK (AS DIRECTED)

Hector D. Davila, P.E. Deputy for Transportation/ Capital Projects

Russell Williams Deputy for Transportation/ Planning and Development Page 2 of 4

# Item 2: Clarification – New Wire Mesh Fence

Refer to Bid Item No. 7, "Remove Existing Fence And Replace With 6' High Wire Mesh Fence (Per State Std. Specification 80-2.02E) or Approved Equal. Post and Installation Per Caltrans Standard Plan A85, A85A, and A85B", and refer to Section 80, Fences, on page 28 of the Special Provisions.

Contractor shall remove the existing chain link fence and install (single) new 6-feet high wire mesh fence (Niles Wire Mesh 1-1/2" – 9R Carbon Steel Raised HDG Reversed Diamond Orientation or approved equivalent) 6" from the right-of-way line.

New Chain Link Fence will not be installed as part of this project; however, Caltrans Standard Plans A85, A85A, and A85B shall be referenced and used for construction of fence posts footings, posts dimensions, and braces required for the new wire mesh fence installation.

ATTACHMENTS A – Revised Proposal (1 page) Addendum No. 2 Limonite Avenue Interchange Fencing Project In the City of Eastvale Project No. A3-0393 January 8, 2025 Page 3 of 4

This addendum has been prepared under the direction of the following registered Civil Engineer(s):

Diled Sheth

Dilesh R. Sheth, PE Webb Associates (Consultant)



Addendum No. 2 Limonite Avenue Interchange Fencing Project In the City of Eastvale Project No. A3-0393

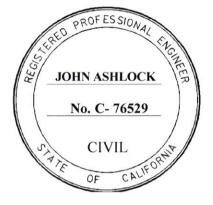
January 8, 2025 Page 4 of 4

This addendum has been prepared under the direction of the following registered Civil Engineer(s):

# **Recommended by:**

Chlast

John Ashlock, PE Construction Division Manager/Project Manager



Concurrence:

Cesar Tolentino, PE Engineering Division Manager

Acknowledged:

Date:

JRJ: jrj:jr

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and nonbidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

(Contractor)

# Limonite Avenue Interchange Fencing Project

# In the Citiy of Eastvale

# Project No. A3-0393

# **REVISED PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066100	DUST ABATEMENT	LS	1		v
2	100100	DEVELOP WATER SUPPLY	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
5	170103	CLEARING AND GRUBBING (LS)	LS	1		
6	194001	DITCH EXCAVATION (GRADING FOR EARTHEN SWALE)	LS	1		
7	030802	REMOVE EXISTING FENCE AND REPLACE WITH 6' HIGH WIRE MESH FENCE (PER STATE STD. SPECIFICATION 80- 2.02E) OR APPROVED EQUAL. POST AND INSTALLATION PER CALTRANS STANDARD PLAN A85, A85A, AND A85B	LF	1,303		
8	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1		
9	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	20,000.00	20,000.00

PROJECT TOTAL: ITEMS 1-9

"WORDS"

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# MINUTES OF THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.24 (MT 27215)

On motion of Supervisor Medina, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the recommendation from Transportation And Land Management Agency/Transportation regarding the approval of Addenda to the Plans and Specifications, Accept the Low Bid and Award the Contract for the Construction of the Limonite Avenue Interchange Fencing Project, in the City of Eastvale, District 2, All Districts, is continued to April 8, 2025 at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes:Medina, Spiegel and PerezNays:NoneAbsent:Washington and Gutierrez

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on <u>April 1, 2025</u>, of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors Dated: April 1, 2025 Kimberly A. Rector, Clerk of the Board of Supervisors, in and for the County of Riverside, State of California. (seal) Deputy AGENDA NO. 3.24 xc: TLMA-Tranps., COB