

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



**ITEM: 3.33
(ID # 30195)**

MEETING DATE:
Tuesday, April 28, 2026

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve Addendum to the Plans and Specifications, Accept the Low Bid and Award the Contract for the Construction of the Contreras Road and Johnson Road Resurfacing Project, in the Community of Anza. District 3. [\$1,039,211 Total Cost – Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the plans and specifications issued prior to the February 11, 2026, bid opening;
2. Waive any and all immaterial irregularities and accept the low bid of LC Paving & Sealing, Inc. (LC Paving) of Escondido, California in the amount of \$1,039,211.25;
3. Award the Contract to LC Paving and authorize the Chair of the Board to execute the contract documents;
4. Direct the Purchasing Agent to issue Purchase Orders to LC Paving for the total amount of \$1,039,211.25; and
5. Approve the project's proposed budget as shown in Attachment "A".


ACTION:Policy


Dennis Acuna, Director of Transportation 4/13/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Perez 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 28, 2026
xc: Transp.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 500,000	\$ 539,211	\$ 1,039,211	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/SB-1 (100%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 25/26 – 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated January 13, 2026 (Agenda Item 3.51), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Contreras Road and Johnson Road Resurfacing Project, in the Community of Anza in Riverside County.

The project consists of resurfacing an approximate 0.7-mile segment of Contreras Road and a 0.5-mile segment of Johnson Road

Road	From	To
Contreras Road	Johnson Road	0.25 Mile North of SH-371
Johnson Road	Contreras Road	0.50 Mile Easterly

Contreras Road is a two-lane facility that travels in the north-south direction with a road width that varies between 24 and 57 feet wide. Johnson Road is a two-lane facility that travels in the east-west direction with a road width that varies between 16 and 23 feet wide. The area in the immediate vicinity of Contreras Road and Johnson Road includes residential areas with single family dwellings, vacant parcels, and open space areas.

Roadway resurfacing is needed due to the deteriorated pavement conditions. The resurfacing project consists of grinding the existing asphalt concrete pavement in place (pulverize), mixing and compacting grindings with native soil to provide a base course and overlaying the new base with Hot Mix Asphalt (HMA). At the end of the new resurfaced road segments, excess pulverized material will be removed, remaining base material will be graded, compacted and overlaid with HMA for a smooth transition to existing pavement.

Additional improvements include reconstruction of asphalt concrete dike, reconstruction of concrete and asphalt concrete driveway approaches, construction of asphalt concrete overside drain, and placement of safety edge and shoulder backing to protect the outside edge of pavement. Safety features include placing of traffic stripes, thermoplastic pavement marking, roadside signs, and other associated work.

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

The addendum was issued to clarify and modify the approved contract documents; however, the modifications made did not increase the project estimated cost. The addendum is attached and designated as Addendum No. 1.

The Contract includes the following schedules of work:

Base Bid Schedule 1:	Contreras Road and Johnson Road Resurfacing
Alternative Bid Schedule 1:	Not Selected for Award. Frontier Communications Facility Adjustments

Frontier Communications (Frontier) selected not to participate in Alternative Bid Schedule 1 for the Contractor to adjust their facilities. Frontier will adjust their facilities with their own forces.

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

Project No. D1-0064

Impact on Residents and Businesses

The purpose of this project is to replace existing deteriorated pavement with new hot mix asphalt for an approximate combined 1.2-mile segment of Contreras Road and Johnson Road in the Community of Anza to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

The work is scheduled to begin in spring 2026. The work will be phased to keep the road open during construction as much as possible and will take approximately two months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

Construction is expected to be completed in Fiscal Year 2026/2027 and will be funded with Gas Tax/SB-1 funds.

There are no General Funds used in this project.

Contract History and Price Reasonableness

A total of eleven bids were received on Wednesday February 11, 2026, ranging from \$1,050,811 to \$1,241,184. The basis for the selection of a contractor is the lowest responsive and responsible bid. The low bidder, LC Paving, submitted the lowest responsive and

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responsible bid in the amount of \$1,050,811 which is \$48,875 (4.9%) above the engineer's cost estimate.

The Transportation Department recommends the award of the contract to LC Paving in the amount of \$1,039,211. The contract amount (\$1,039,211) is less than the submitted Bid amount \$1,050,811 because Alternative Bid Schedule 1 in the amount of \$11,600 was not selected for award.

ATTACHMENTS:

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

Melissa Curtis

Melissa Curtis, Deputy Director of Purchasing and Fleet

4/13/2026

Crystal Carrillo

Crystal Carrillo, Senior Management Analyst

4/22/2026

Aaron Gettis

Aaron Gettis, Chief Deputy County Counsel

4/16/2026

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 LC Paving & Sealing, Inc., hereafter called "Contractor".

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Contreras Road and Johnson Road Resurfacing, Contreras Road: Johnson Road to 0.25 Mile North of SH-371, Johnson Road: Contreras Road to 0.50 Mile Easterly, Community of Anza, Project No. D1-0064, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

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

2. The Work

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

3. Prosecution, Progress and Liquidated Damages

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

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

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

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

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

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

4. Compensation

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

Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 1 - Contreras Road and Johnson Road Resurfacing						
1	066100	DUST ABATEMENT	LS	1	35,000.00	35,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	20,000.00	20,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	47,000.00	47,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	6,600.00	6,600.00
5	170103	CLEARING AND GRUBBING	LS	1	9,500.00	9,500.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	20,535	2.85	58,524.75
7	390132	HOT MIX ASPHALT (TYPE A)	TON	5,667	121.00	685,707.00
8	190185	SHOULDER BACKING	LF	7,818	5.00	39,090.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	329	16.00	5,264.00
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	435	9.50	4,132.50
11	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	1,093	10.00	10,930.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	2,658	8.50	22,593.00
13	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	1	4,700.00	4,700.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	7,000.00	7,000.00
15	820410	SALVAGE ROADSIDE SIGN	EA	8	55.00	440.00
16	820840	ROADSIDE SIGN - ONE POST	EA	8	725.00	5,800.00

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID SCHEDULE 1 - Contreras Road and Johnson Road Resurfacing (Continued)

17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	90	54.50	4,905.00
18	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	50	40.50	2,025.00
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00

BASE BID SCHEDULE: One million, thirty-nine thousand, two hundred eleven dollars and twenty-five cents **\$ 1,039,211.25**
 ITEMS 1 – 19 "WORDS"

ALTERNATIVE BID SCHEDULE 1 - Frontier Manhole Adjustments

20	710200	ADJUST MANHOLE [FRONTIER]	EA	4	2,900.00	0
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ALT BID SCHEDULE 1: NOT SELECTED FOR AWARD **\$ 0.00**
 ITEM 20 "WORDS"

PROJECT TOTAL: One million, thirty-nine thousand, two hundred eleven dollars and twenty-five cents **\$ 1,039,211.25**
 ITEMS 1 – 20 "WORDS"

L.C. PAVING & SEALING, INC.

a California corporation

**ACTIONS BY SHAREHOLDERS
WITHOUT A MEETING
BY UNANIMOUS WRITTEN CONSENT
(Annual Meeting)**

The undersigned shareholder, representing all the voting shares of L.C. Paving & Sealing, Inc. ("Corporation") unanimously consents to the following shareholder actions. This unanimous consent is granted under the provisions of the California Corporations Code and the Bylaws of the Corporation with respect to the below described actions.

WHEREAS, the undersigned shareholder is desirous of electing directors in accordance with the annual shareholder meeting procedures of the Corporation;

IT IS, THEREFORE, RESOLVED, the following individuals are elected as directors of the Corporation and shall serve until the next annual meeting of the shareholders of the Corporation, or until their successors are duly elected and qualified:

Jose A. Salinas
Vacant
Vacant
Vacant
Vacant

WHEREAS, the undersigned shareholder is desirous of confirming the state of affairs of the Corporation and its activities since the last meeting of shareholders;

IT IS, THEREFORE, RESOLVED, all actions of the Board of Directors of the Corporation subsequent to the last meeting are hereby affirmed, ratified, and approved.

DATE: April 2, 2024



Jose A. Salinas

Performance Bond

Recitals:

1. **LC Paving & Sealing, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Contreras Road and Johnson Road Resurfacing, Contreras Road: Johnson Road to 0.25 Mile North of SH-371, Johnson Road: Contreras Road to 0.50 Mile Easterly, Community of Anza, Project No. D1-0064.**

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

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$1,039,211.25 (One million, thirty-nine thousand, two hundred eleven dollars and twenty-five cents)** and inures to the benefit of County.

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

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

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

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are **LC Paving & Sealing, Inc.** as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$1,039,211.25 (One million, thirty-nine thousand, two hundred eleven dollars and twenty-five cents)** the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Contreras Road and Johnson Road Resurfacing, Contreras Road: Johnson Road to 0.25 Mile North of SH-371, Johnson Road: Contreras Road to 0.50 Mile Easterly, Community of Anza, Project No. D1-0064.**

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____ }
COUNTY OF _____ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Performance Bond

Recitals:

1. **LC Paving & Sealing, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Contreras Road and Johnson Road Resurfacing, Contreras Road: Johnson Road to 0.25 Mile North of SH-371, Johnson Road: Contreras Road to 0.50 Mile Easterly, Community of Anza, Project No. D1-0064.**
2. Great Midwest Insurance Company, a Texas corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$1,039,211.25 (One million, thirty-nine thousand, two hundred eleven dollars and twenty-five cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of March 4, 2026

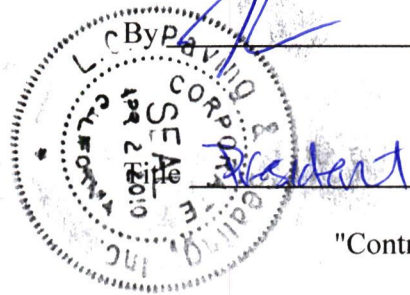
By LC Paving & Sealing, Inc.

Great Midwest Insurance Company

By [Signature]

Type Name Lawrence F. McMahon, Attorney-in-Fact

Its Attorney in Fact
"Surety"



"Contractor"

(Corporate Seal)



(Corporate Seal)

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

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.

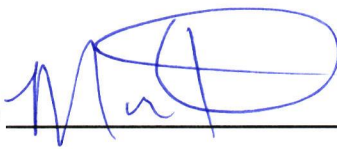
State of California
County of San Diego)

On March 5, 2026 before me, Marisa Haas, Notary Public
(insert name and title of the officer)

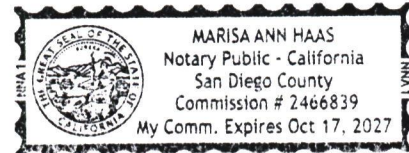
personally appeared Jose Salinas,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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.

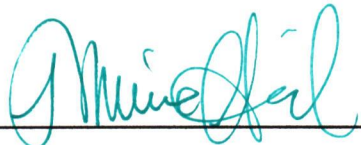
State of California
County of San Diego

On March 4, 2026 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Sarah Myers, Janice Martin, Maria Guise, Ryan Warnock, Lawrence F. McMahon, Maria Hallmark

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.



GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 4th Day of March 2026



BY Patricia Ryan
Patricia Ryan
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

- 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

GREAT MIDWEST INSURANCE COMPANY
800 GESSNER, SUITE 600
HOUSTON, TX 77024-1206
800-829-8165

Old Company Names

Effective Date

Agent For Service

Yvette Cleveland, c/o
 455 Capitol Mall Complex
 Suite 217
 Sacramento CA 95814

Reference Information

NAIC #:	18694
California Company ID #:	5780-2
Date Authorized in California:	08/07/2012
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	TEXAS

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NAIC Group List

NAIC Group #: **4381** Skyward Specialty Ins Grp Inc Grp

Lines Of Business

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

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

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Payment Bond

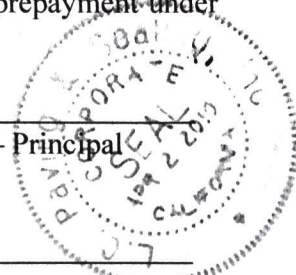
(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are **LC Paving & Sealing, Inc.** as Principal and Original Contractor and Great Midwest Insurance Company _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$1,039,211.25 (One million, thirty-nine thousand, two hundred eleven dollars and twenty-five cents)** the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Contreras Road and Johnson Road Resurfacing, Contreras Road: Johnson Road to 0.25 Mile North of SH-371, Johnson Road: Contreras Road to 0.50 Mile Easterly, Community of Anza, Project No. D1-0064.**

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: March 4, 2026

LC Paving & Sealing, Inc.
Original Contractor – Principal



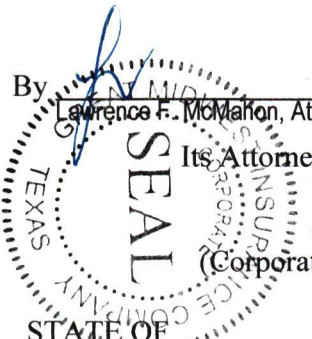
Great Midwest Insurance Company
Surety

By [Signature]

By [Signature]
Lawrence F. McMahon, Attorney-in-Fact
Its Attorney In Fact

Title President

(If corporation, affix seal)



(Corporate Seal)

(Corporate Seal)

STATE OF _____ } Please See Attached California All-Purpose 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

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 San Diego)

On March 5, 2024 before me, Marisa Haas, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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 San Diego)

On March 4, 2026 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Sarah Myers, Janice Martin, Maria Guise, Ryan Warnock, Lawrence F. McMahon, Maria Hallmark

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

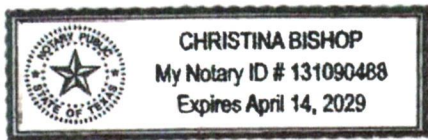


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 4th Day of March 2026



BY Patricia Ryan
Patricia Ryan
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

- 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

GREAT MIDWEST INSURANCE COMPANY

**800 GESSNER, SUITE 600
HOUSTON, TX 77024-1206
800-829-8165**

Old Company Names

Effective Date

Agent For Service

Yvette Cleveland, c/o
455 Capitol Mall Complex
Suite 217
Sacramento CA 95814

Reference Information

NAIC #:	18694
California Company ID #:	5780-2
Date Authorized in California:	08/07/2012
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	TEXAS

[back to top](#)

NAIC Group List

NAIC Group #: **4381** Skyward Specialty Ins Grp Inc Grp

Lines Of Business

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

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

[back to top](#)



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED L.C. PAVING & SEALING, INC. 620 ALPINE WAY ESCONDIDO, CA 92029-1204
POLICY NUMBER SEE CERTIFICATE # 225.4		
CARRIER SEE CERTIFICATE # 225.4	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 225.4

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT #: D1-0064
 RE: CONTRERAS ROAD AND JOHNSON ROAD RESURFACING - CONTRERAS ROAD: JOHNSON ROAD TO 0.25 MILE NORTH OF SH-371, JOHNSON ROAD: CONTRERAS ROAD TO 0.50 MILE EASTERLY - COMMUNITY OF ANZA
 COMMERCIAL UMBRELLA POLICY PROVIDES EXCESS LIABILITY COVERAGE FOR THE FOLLOWING SCHEDULE OF UNDERLYING INSURANCE POLICIES: COMMERCIAL GENERAL LIABILITY POLICY, BUSINESS AUTO LIABILITY POLICY INSURED BY FEDERATED MUTUAL INSURANCE COMPANY AND EMPLOYERS LIABILITY INSURED BY TRAVELERS INSURANCE COMPANY PER THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
 SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSURED ALSO INCLUDES COUNTY OF RIVERSIDE, ITS AGENCIES, SPECIAL DISTRICTS AND DEPARTMENTS, THEIR RESPECTIVE DIRECTOR, OFFICERS, BOARD OF SUPERVISORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FRONTIER COMMUNICATIONS, THEIR ELECTED OR APPOINTED OFFICIALS, DIRECTORS, EMPLOYEES AND AGENTS AS REQUIRED BY WRITTEN CONTRACT.
 SUBJECT TO THE TERMS AND CONDITIONS OF THE UMBRELLA LIABILITY POLICY, DESIGNATED ADDITIONAL INSURED ALSO INCLUDES COUNTY OF RIVERSIDE, ITS AGENCIES, SPECIAL DISTRICTS AND DEPARTMENTS, THEIR RESPECTIVE DIRECTOR, OFFICERS, BOARD OF SUPERVISORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FRONTIER COMMUNICATIONS, THEIR ELECTED OR APPOINTED OFFICIALS, DIRECTORS, EMPLOYEES AND AGENTS.
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
 INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
 INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
 GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
 BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
 GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
 COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
 FOR NON-PAYMENT OF PREMIUM, 10 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
 FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

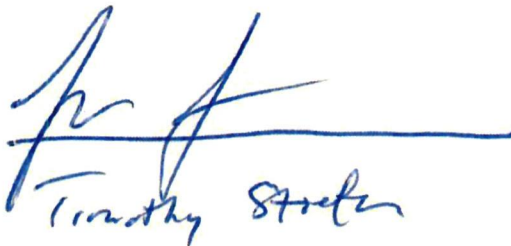
**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- ~~This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages~~ are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



Timothy Stroder

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

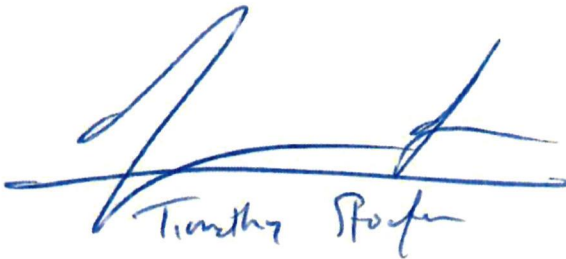
ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.



Timothy Stoffer

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.



Handwritten signature of Timothy Spief, consisting of a stylized cursive signature above a horizontal line, with the name "Timothy Spief" written in a simpler font below the line.

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CA-F-128 (03-03)

Policy Number: 1845867

Transaction Effective Date: 11/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

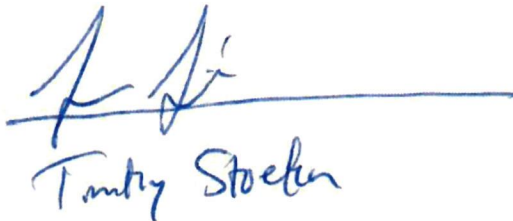
The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

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



Timmy Stocker

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.


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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



Timothy Stoehr

2. "Bodily injury" or "property damage" occurring after:

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

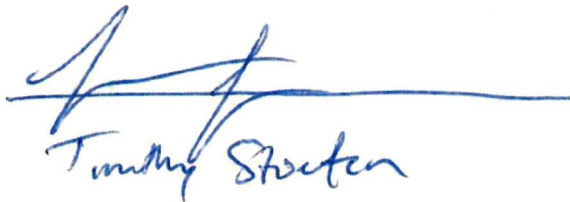
**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) -
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - **Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



Timothy Stroten

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART


SCHEDULE

Designated Construction Project(s):

Each construction project as required by written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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


Timothy Stallen

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

Federated Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ADDITIONAL INSURED AND PRIMARY
AND NONCONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

Name of Person(s) or Organization(s):
County Of Riverside
Transportation Department % Contracts/Bidding
Unit
3525 14th St
Riverside, CA 92501-3813

- A.** Each person or organization shown in the Schedule is an additional insured for **A. Excess Liability Coverages**, but only to the extent that person or organization qualifies as an additional insured under Paragraph **A.2.** in Section **IV. Who Is An Insured**.
- B.** With respect to any person or organization shown in the Schedule and qualifying as an additional insured as described in **A.** above, paragraph **J. Other Insurance of Section VII. Conditions** is deleted and replaced by the following:

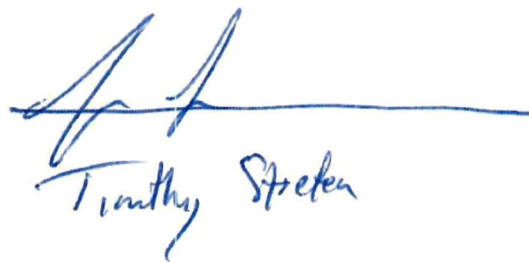
J. Other Insurance

The coverage provided under this policy is excess over any other insurance or self insurance which covers any part of the injury or damage except insurance written specifically as excess coverage over the limits of this policy.

However, with respect to any person or organization shown in the Schedule and qualifying as an additional insured under Paragraph **A.2.** in Section **IV. Who Is An Insured**, the coverage provided under this policy is primary to and will not seek contribution from any other insurance available to that additional insured provided that:

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

All other terms, conditions and exclusions remain unchanged.



Timothy Stetler

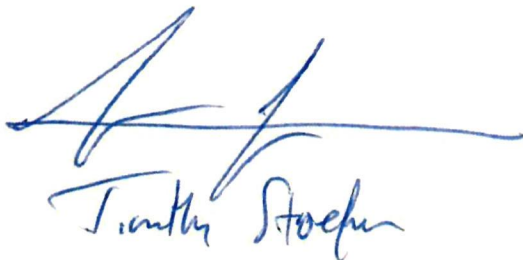
FEDERATED INSURANCE COMPANIES
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Continued from CU-F-127

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

County of Riverside Transportation Department ATTN: Contracts/Bidding Unit
3525 14th St
Riverside, CA 92501-3813

Any coverage provided by this endorsement applies only to Project #:
D1-0064, Contreras Road and Johnson Road Resurfacing - Contreras Road:
Johnson Road to 0.25 Mile North of SH-371, Johnson Road: Contreras Road to
0.50 Mile Easterly - Community of Anza. Subject to the terms and
conditions of the policy, Additional Insureds also includes County of
Riverside, its Agencies, Special Districts and Departments, their
respective director, officers, Board of Supervisors, elected and appointed
officials, employees, agents, and representatives, Frontier
Communications, their elected or appointed officials, directors, employees
and agents as required by written contract.



Timothy Stoepker



LCPAVIN-01

AHARI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2026

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

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

PRODUCER License # 0C36861 San Diego-Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego, CA 92101	CONTACT NAME: Robin Hamilton PHONE (A/C, No, Ext): (951) 225-2578		FAX (A/C, No):	
	E-MAIL ADDRESS: robin.hamilton@alliant.com			
INSURED LC Paving & Sealing, Inc. 620 Alpine Way Escondido, CA 92029	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : Service American Indemnity Company		39152	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	<input checked="" type="checkbox"/>	SAMTWC10018203	9/12/2025	9/12/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Project #D1-0064, Contreras Road and Johnson Road Resurfacing, Contreras Road: Johnson Road to 0.25 Mile North of SH-371, Johnson Road: Contreras Road to 0.50 Mile Easterly, Community of Anza. Contract #26-02-004.

Waiver of Subrogation applies for Workers Compensation. 30 Days' Notice of Cancellation applies.
 This cancels and replaces certificate or evidence issued on 3/5/2026.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

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

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

The additional premium for this endorsement shall be 0.020 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket waiver of subrogation as required by written

Job Description

contract

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 Date 09/12/2025	Policy No. SAMTWC10018203	Endorsement No.
Policy Effective Date: 09/12/2025 to 09/12/2026		Premium \$
Insured: LC Paving & Sealing Inc.		
DBA:		
Carrier Name / Code: Service American Indemnity Company	(Method)	

Countersigned by Ch. Dwy

- 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

COMPANY PROFILE
Company Information
FEDERATED MUTUAL INSURANCE COMPANY

**121 EAST PARK SQUARE
OWATONNA, MN 55060
800-533-0472**

Old Company Names
Effective Date

FEDERAL MUT INS IMP & HARDWARE	05/26/1970
MUT IMPLEMENT & HARDWARE INS	05/17/1955

Agent For Service

RICARDO OROZCO c/o
720 14th Street
Sacramento CA 95814

Reference Information

NAIC #:	13935
California Company ID #:	0707-0
Date Authorized in California:	05/06/1919
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MINNESOTA

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NAIC Group List

NAIC Group #: **0007** FEDERATED 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](#).

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

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Company Profile

COMPANY PROFILE

Company Search

Company Information

Company Search Results

SERVICE AMERICAN INDEMNITY COMPANY

Company Information

**6907 N. CAPITAL OF TEXAS HWY
AUSTIN, TX 78731
800-557-6166**

Old Company Names

Agent for Service

Old Company Names

Effective Date

Reference Information

AMERICAN HEALTHCARE INDEMNITY COMPANY

12/17/2019

NAIC Group List

Agent For Service

Lines of Business

Workers'

Vivian Imperial
818 WEST SEVENTH STREET
SUITE 930
LOS ANGELES CA 90017

Compensation

Complaint and

Request for

Action/Appeals

Contact Information

Reference Information

Financial Statements PDF's

NAIC #:	39152
California Company ID #:	4528-6
Date Authorized in California:	05/27/1998
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	OKLAHOMA

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

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Additional Info

Find A Company Representative In Your Area

NAIC Group List

View Financial Disclaimer

NAIC Group #: 0681 Service Ins Holdings Grp

Lines Of Business

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

LIABILITY

WORKERS' COMPENSATION

[back to top](#)



Federated Mutual Insurance Company
121 East Park Square, Owatonna, MN 55060

DECLARATIONS
BUSINESS AUTO COVERAGE PART

ITEM ONE - NAMED INSURED and Address - Refer to COMMON POLICY DECLARATIONS

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This coverage part provides only those coverages for which an "X" is shown in the Coverages Provided Column below. Each of these coverages will apply to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form.

COVERAGES	COVERED AUTOS (Entry of one or more symbols shows which "autos" are covered "autos")	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	COVERAGES PROVIDED
Covered Autos Liability	1	\$ 1,000,000	X
Personal Injury Protection (or equivalent No-fault coverage)		Separately stated in each P.I.P. Endorsement	
Added Personal Injury Protection or (or equivalent No-fault coverage)		Separately stated in each Added P.I.P. Endorsement	
Property Protection Insurance (Michigan only)		Separately stated in the P.P.I. Endorsement \$ Deductible (Nil if nothing shown)	
Auto Medical Payments			
Uninsured Motorists	2A	SEE CA-F-93	X
Underinsured Motorists		SEE CA-F-93	
Physical Damage Comprehensive Coverage	2A	Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the auto schedule for each covered "auto", but no deductible applies to "loss" caused by fire or lightning.	X
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, whichever is less, minus \$25 Deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
Physical Damage Collision Coverage	2A	Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the auto schedule for each covered "auto".	X

DESCRIPTION OF ADDITIONAL COVERED AUTO DESIGNATION SYMBOLS

Symbol 10 =

Symbol 11 =

Symbol 12 =

Symbol 13 =

Symbol 15 = Auto medical payment coverage does not apply to a covered auto
insured for personal injury protection

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CA

ITEM THREE - SCHEDULE OF COVERED "AUTOS" YOU OWN - REFER TO AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUM - LIABILITY INSURANCE

State	Estimated Cost of Hire For Each State	Rate Per Each \$100 Cost of Hire
	IF ANY	

Cost of hire means the total amount you incur for the hire of "autos" you do not own (not including "autos" you borrow or rent from your employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY:

Rating Basis - Number of Employees: 49

FORMS AND ENDORSEMENTS APPLICABLE:

****SEE SCHEDULE ATTACHED****

This Coverage Part consists of: (1) this Coverage Part Declarations Page; (2) the Schedule of Forms and Endorsements if attached hereto; (3) all forms and endorsements listed on this Coverage Part Declarations Page or, if attached here, the Schedule of Forms and Endorsements; and (4) any other schedules attached hereto.

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SCHEDULE OF FORMS AND ENDORSEMENTS

<u>Title as on Form or Endorsement</u>	<u>Form Edition</u>
Automobile Schedule - Part 1	CA-F-70 PT.1 (11-01)
Business Auto Coverage Form	CA 00 01 (11-20)
California Changes	CA 01 43 (05-17)
Limited Mexico Coverage	CA 01 21 (10-13)
Deductible Liability Coverage	CA 03 02 (10-13)
California Drive Other Car Coverage - Broadened Coverage For Named Individuals	CA 04 26 (10-13)
California Uninsured Motorists Coverage - Bodily Injury	CA 21 54 (11-20)
Public or Livery Passenger Conveyance Exclusion	CA 23 44 (11-20)
Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism	CA 23 85 (10-13)
Silica Or Silica-Related Dust Exclusion For Covered Autos Exposure	CA 23 94 (10-13)
Pollution Liability - Broadened Coverage For Covered Autos - Business Auto And Motor Carrier Coverage Forms	CA 99 48 (10-13)
Limited Worldwide Coverage For Hired Autos	CA-F-115 (11-20)
Summary Of State Minimum Auto Liability Limits	CA-F-118 (11-01)
Crane Load Capacity Exclusion	CA-F-124 (10-13)
Business Auto Amendatory Endorsement Driver Excluded	CA-F-5 (11-20)
Uninsured And Underinsured Motorists Limit Of Insurance	CA-F-83 (10-13)
Primary And Noncontributory - Other Insurance Condition	CA-F-93 (CA) (10-13)
Designated Insured For Covered Autos Liability Coverage	CA 04 49 (11-16)
Loss Payable Clause And Certificate	CA 20 48 (10-13)
Additional Insured (Lessor) With Loss Payable Clause	CA-F-9 (02-20)
Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)	CA-F-33 (10-13)
Additional Insured By Contract Endorsement	CA 04 44 (10-13)
Blanket Waiver Of Transfer Of Rights Of Recovery	CA-F-127 (03-03)
	CA-F-128 (03-03)

BUSINESS AUTO COVERAGE FORM

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

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the Policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the Policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the Policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the Policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
----	--	---

B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;

- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction.

SECTION II - COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

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

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. **Towing And Labor**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$30 per day to a maximum of \$900 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$900.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
 (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

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

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
 b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
 b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
 c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
 d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:
 (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces receives or transmits audio, visual or data signals in any one "loss" is \$1,000 if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
- (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations prior to the application of the Limit Of Insurance, provided that:

1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.
2. Regardless of the number of covered "auto" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or

- (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and

- (5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
 - F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
 - H. "Insured contract" means:
 1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

Q. "Unmanned aircraft" means an aircraft that is not:

- 1. Designed;
- 2. Manufactured; or
- 3. Modified after manufacture;

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

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

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, California, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following are added to the **Other Insurance Condition** in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form and supersede any provisions to the contrary:
1. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
 - b. The other provides coverage to a person not engaged in that business; and
 - c. At the time of an "accident", a person described in Paragraph **1.b.** is operating an "auto" owned by the business described in Paragraph **1.a.**, then that person's liability coverage is primary and the Coverage Form issued to a business described in Paragraph **1.a.** is excess over any coverage available to that person.
 2. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
 - b. The other provides coverage to a person not engaged in that business; and
 - c. At the time of an "accident", a person who is not the Named Insured of the Policy described in Paragraph **3.a.**, and who is not the agent or "employee" of such Named Insured, is operating a "commercial vehicle" provided by the business covered by the Coverage Form or policy described in Paragraph **3.a.**, then the liability coverage provided by the Coverage Form or policy described in Paragraph **3.b.** is primary, and the liability coverage provided by the Coverage Form or policy described in Paragraph **3.a.** is excess over any coverage available to that person.
 3. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a "commercial vehicle" and:
 - a. One provides coverage to a Named Insured, who in the course of business, rents or leases "commercial vehicles" without operators; and
 - b. The other provides coverage to a person other than as described in Paragraph **3.a.**; and
 - c. At the time of an "accident", a person who is not the Named Insured of the Policy described in Paragraph **3.a.**, and who is not the agent or "employee" of such Named Insured, is operating a "commercial vehicle" provided by the business covered by the Coverage Form or policy described in Paragraph **3.a.**, then the liability coverage provided by the Coverage Form or policy described in Paragraph **3.b.** is primary, and the liability coverage provided by the Coverage Form or policy described in Paragraph **3.a.** is excess over any coverage available to that person.

4. Notwithstanding Paragraph **A.3.**, when this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a power unit and any connected "trailer" or "trailers" and:
- a. One provides coverage to a Named Insured engaged in the business of transporting property by "auto" for hire; and
 - b. The other provides coverage to a Named Insured not engaged in that business; and
 - c. At the time of an "accident", a power unit is being operated by a person insured under the Coverage Form or policy described in Paragraph **4.a.**, then that Coverage Form or policy is primary for both the power unit and any connected "trailer" or "trailers" and the Coverage Form or policy described in Paragraph **4.b.** is excess over any other coverage available to such power unit and attached "trailer" or "trailers".

B. As used in this endorsement:

"Commercial vehicle" means an "auto" subject to registration or identification under California law which is:

1. Used or maintained for the transportation of persons for hire, compensation or profit;
2. Designed, used or maintained primarily for the transportation of property; or
3. Leased for a period of six months or more.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED MEXICO COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

SCHEDULE

Mexico Coverage	\$ INCLUDED	Premium
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. Paragraph 7. **Policy Period, Coverage Territory** of the **General Conditions** is amended by the addition of the following:
The coverage territory is extended to include Mexico but only for:
 - a. "Accidents" or "losses" occurring within 25 miles of the United States border; and
 - b. Trips into Mexico of 10 days or less.
2. The **Other Insurance** Condition in the Business Auto and Auto Dealers Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:
The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage

is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

For the purposes of this endorsement the following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date: 03/17/2026

SCHEDULE

Covered Autos Liability Coverage and Paragraph A. Bodily Injury And Property Damage Liability of Section II - General Liability Coverages in the Auto Dealers Coverage Form are subject to one of the following two deductibles shown below:

Liability Deductible:	\$	Per "Accident"
OR		
"Property Damage" Only Liability Deductible:	\$ 5,000	Per "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Liability Deductible

If a Liability Deductible, and not a "Property Damage" Only Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

B. Property Damage Only Liability Deductible

If a "Property Damage" Only Liability Deductible, and not a Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable for "property damage" will be reduced by the "Property Damage" Only Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

C. Our Right To Reimbursement

To settle any claim or "suit" we will pay all or any part of any deductible shown in the Schedule. You must reimburse us for the deductible or the part of the deductible we paid.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CALIFORNIA DRIVE OTHER CAR COVERAGE -
BROADENED COVERAGE FOR NAMED INDIVIDUALS**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date: 03/17/2026

SCHEDULE

Name Of Individual:	Jose Salinas		
Covered Autos Liability	Limit:	\$ SEE DECLARATIONS	Premium: \$ INCLUDED
Auto Medical Payments	Limit:	\$	Premium: \$
Comprehensive	Deductible:	\$ 0	Premium: \$ INCLUDED
Collision	Deductible:	\$ 50	Premium: \$ INCLUDED
Uninsured Motorists	Limit:	\$ SEE DECLARATIONS	Premium: \$ INCLUDED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

Note: When Uninsured Motorists Coverage is provided at limits higher than the basic limits required by a financial responsibility law, Underinsured Motorists Coverage is included, unless otherwise noted.

- A. This endorsement changes only those coverages where a premium is shown in the Schedule.
- B. **Changes In Covered Autos Liability Coverage**
 - 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Covered Autos Liability Coverage while being used by any individual named in the Schedule or by his or her spouse while a resident of the same household except:
 - a. Any "auto" owned by that individual or by any member of his or her household.
 - b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
 - 2. The following is added to **Who Is An Insured:**
Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Changes In Auto Medical Payments And Uninsured Motorists Coverages

The following is added to **Who Is An Insured**:

Any individual named in the Schedule and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household.

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. Additional Definition

As used in this endorsement:

"Family member" means a person related to the individual named in the Schedule by blood, adoption, marriage or registered domestic partnership under California law, who is a resident of the individual's household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CALIFORNIA UNINSURED MOTORISTS COVERAGE -
BODILY INJURY**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, California, this endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date: 11/15/2025

SCHEDULE

Limit Of Insurance: \$ SEE DECLARATIONS	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay only after the limits of liability under any liability bonds or policies have been exhausted by payment of judgments or settlements.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Punitive or exemplary damages.
2. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle".
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law or to the direct benefit of the United States, a state or its political subdivisions.
4. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

However, Exclusion 4. shall not apply to "bodily injury" sustained by an individual Named Insured or "family member" when struck by a vehicle owned by that "insured" and operated or caused to be operated by a person without that "insured's" consent in connection with criminal activity that has been documented in a police report and to which that "insured" is not a party to.

5. "Bodily injury" sustained by an individual Named Insured or any "family member" while "occupying" any vehicle leased by that Named Insured or any "family member" under a written contract for a period of six months or more that is not a covered "auto".
6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
7. "Bodily injury" sustained by an "insured" while "occupying" any "auto" that is rented or leased to that "insured" for use as a public or livery conveyance. However, this exclusion does not apply if the "insured" is in the business of providing public or livery conveyance.

As used in this exclusion, public or livery conveyance includes, but is not limited to, any period of time an "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "auto", but does not apply to business activities performed by the "insured" that are directly related to the Named Insured(s) listed in the Declarations.

8. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. For a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", our Limit of Insurance shall be reduced by all sums paid because of "bodily injury" by or for anyone who is legally responsible, including all sums paid or payable under this Policy's Covered Autos Liability Coverage.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for California Uninsured Motorists Coverage - Bodily Injury as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Send us copies of the legal papers if a "suit" is brought. In addition, a person seeking coverage under Paragraph b. of the definition of "uninsured motor vehicle" must:
 - (1) Provide us with a copy of the complaint by personal service or certified mail if the "insured" brings an action against the owner or operator of such "uninsured motor vehicle";
 - (2) Within a reasonable time, make all pleadings and depositions available for copying by us or furnish us copies at our expense; and
 - (3) Provide us with proof that the limits of insurance under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.

2. **Legal Action Against Us** is replaced by the following:

Legal Action Against Us

No legal action may be brought against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form and with respect to Paragraphs a., c. and d. of the definition of "uninsured motor vehicle" unless within two years from the date of the "accident":

- a. Agreement as to the amount due under this insurance has been concluded;
- b. The "insured" has formally instituted arbitration proceedings against us. In the event that the "insured" decides to arbitrate, the "insured" must formally begin arbitration proceedings by notifying us in writing, sent by certified mail, return receipt requested; or
- c. "Suit" for "bodily injury" has been filed against the uninsured motorist in a court of competent jurisdiction.

Written notice of the "suit" must be given to us within a reasonable time after the "insured" knew, or should have known, that the other motorist is uninsured. In no event will such notice be required before two years from the date of the accident. Failure of the "insured" or his or her representative to give us such notice of the "suit" will relieve us of our obligations under this Coverage Form only if the failure to give notice prejudices our rights.

3. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

- a. With respect to Paragraphs a., c. and d. of the definition of "uninsured motor vehicle", if we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

- b. With respect to Paragraph **b.** of the definition of "uninsured motor vehicle", if we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
4. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
- (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

5. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", the disagreement will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. However, disputes concerning coverage under this endorsement may not be arbitrated. Each party will bear the expenses of the arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

F. Additional Definitions

The following are added to the **Definitions** section:

1. "Family member" means the individual Named Insured's spouse, whether or not a resident of the individual Named Insured's household, and any other person related to such Named Insured by blood, adoption, marriage or registered domestic partnership under California law, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

3. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.
 4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the Limit of Insurance for this coverage;
 - c. For which an insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent;
 - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must make physical contact with an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
 - e. That is owned by an individual Named Insured or "family member" and operated or caused to be operated by a person without the owner's consent in connection with criminal activity that has been documented in a police report.
- However, "uninsured motor vehicle" does not include any vehicle:
- a. Owned or operated by a self-insurer under any applicable motor vehicle law except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
 - b. Owned by the United States of America, Canada, a state or political subdivision of any of those governments or an agency of any of the foregoing; or
 - c. Designed or modified for use primarily off public roads while not on public roads.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY PASSENGER CONVEYANCE EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following exclusion is added:

Public Or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto". However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

B. Changes In Physical Damage Coverage

The following exclusion is added:

We will not pay for "loss" to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto". However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

C. Changes In Auto Medical Payments

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

Public Or Livery Passenger Conveyance

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto". However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

D. Changes In Uninsured And/Or Underinsured Motorists Coverage

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:

- a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
- b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

2. Public Or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto". However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

E. Changes In Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:
 - a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
 - b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

2. Public Or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto". However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

F. Additional Definitions

As used in this endorsement:

1. "Occupying" means in, upon, getting in, on, out or off.
2. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

- 1.** "Terrorism" means activities against persons, organizations or property of any nature:
 - a.** That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b.** When one or both of the following apply:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- 2.** "Any injury, damage, loss or expense" means any injury, damage, loss, or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. The following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2.** Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
- C. In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following exclusion is added to Covered Autos Liability Coverage:

Silica Or Silica-related Dust Exclusion For Covered Autos Exposure

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

B. Additional Definitions

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED WORLDWIDE COVERAGE FOR HIRED AUTOS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS of the Business Auto Coverage Form is changed as follows:

Condition **B.7.b.(5)** is changed to read as follows:

(5) Anywhere else in the world if:

- (1)** A covered "auto" of the private passenger type, pick-up truck or van with a gross vehicle weight of 10,000 pounds or less is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2)** The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

SECTION IV - CONDITIONS of the Auto Dealers Coverage Form is changed as follows:

Condition **B.7.c.(5)** is changed to read as follows:

(5) Anywhere else in the world if:

- (1)** A covered "auto" of the private passenger type, pick-up truck or van with a gross vehicle weight of 10,000 pounds or less is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2)** The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

Federated Mutual Insurance Company**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SUMMARY OF STATE MINIMUM AUTO LIABILITY LIMITS**

For a covered "auto" licensed or principally garaged in the state shown below, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following schedule displays, by state, the minimum auto liability limits required under the state's financial responsibility or compulsory liability insurance law.

Limits shown below apply to the particular state's financial responsibility, compulsory liability, minimum limits or similar language in regards to auto liability. These limits are subject to change according to state law mandate.

SCHEDULE

State	Minimum Liability Limits	
	Split Limits ^a	Combined ^b
Alabama	25/50/25	75,000
Alaska	50/100/25	125,000
Arizona	25/50/15	65,000
Arkansas	25/50/25	75,000
California	15/30/5	35,000
Colorado	25/50/15	65,000
Connecticut	25/50/25	75,000
Delaware	25/50/10	60,000
Dist. of Columbia	25/50/10	60,000
Florida	10/20/10	30,000
Georgia	25/50/25	75,000
Hawaii	20/40/10	50,000
Idaho	25/50/15	65,000
Illinois	25/50/20	70,000
Indiana	25/50/25	75,000
Iowa	20/40/15	55,000
Kansas	25/50/25	75,000
Kentucky	25/50/10	60,000
Louisiana	15/30/25	55,000
Maine	50/100/25	125,000
Maryland	30/60/15	75,000
Massachusetts	20/40/5	45,000
Michigan	50/100/10	110,000
Minnesota	30/60/10	70,000
Mississippi	25/50/25	75,000
Missouri	25/50/10	60,000

Minimum Liability Limits		
State	Split Limits ^a	Combined ^b
Montana	25/50/20	70,000
Nebraska	25/50/25	75,000
Nevada	25/50/20	70,000
New Hampshire	25/50/25	75,000
New Jersey	15/30/5	35,000
New Mexico	25/50/10	60,000
New York	25/50/10	60,000
	Wrongful Death 50/100	
North Carolina	30/60/25	85,000
North Dakota	25/50/25	75,000
Ohio	25/50/25	75,000
Oklahoma	25/50/25	75,000
Oregon	25/50/20	70,000
Pennsylvania	15/30/5	35,000
Rhode Island	25/50/25	75,000
South Carolina	25/50/25	75,000
South Dakota	25/50/25	75,000
Tennessee	25/50/15	65,000
Texas	30/60/25	85,000
Utah	25/65/15	80,000
Vermont	25/50/10	60,000
Virginia	25/50/20	70,000
Washington	25/50/10	60,000
West Virginia	25/50/25	75,000
Wisconsin	25/50/10	60,000
Wyoming	25/50/20	70,000

- a. Split Limits are in thousands. The first number shown is the per person bodily injury limit; the second number is the per accident bodily injury limit; and the third number is the per accident property damage limit.
- b. Combined single limit of insurance is the most an insurer will pay in any one accident regardless of the components (bodily injury, property damage) of the loss.

CA

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRANE LOAD CAPACITY EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

The following EXCLUSION is added to PHYSICAL DAMAGE COVERAGE:

We will not pay for "loss" caused by the weight of a load exceeding the registered lifting or supporting capacity of any "crane".

Additional Definitions:

As used in this endorsement:

"Crane" means a vehicle and/or machine used for lifting, shifting, lowering and/or moving heavy objects or materials by means of a projecting swinging arm or hoisting apparatus.

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Federated Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. SECTION I - COVERED AUTOS is changed as follows:

1. All references in this Section to **Symbol 2** are changed as follows:
 - 2A = **Owned "autos" only.** Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" whose ownership you acquire after the Policy begins.
 - 2B = **Owned "autos" other than "trailers" you own.** Only those "autos" you own other than "trailers", including such "autos" whose ownership you acquire after the Policy begins.
 - 2C = **Owned "trailers" only.** Only the "trailers" you own, including those whose ownership you acquire after the Policy begins.
2. All references in this Section to **Symbol 3** are changed as follows:
 - 3A = **Owned private passenger "autos" only.** Only the private passenger "autos" you own. This includes those private passenger "autos" whose ownership you acquire after the Policy begins.
 - 3B = **Owned private passenger "autos" and pickups, panels and vans less than 10,000 pounds gross vehicle weight only.** Only "autos" of the described types you own, including "autos" of the described types whose ownership you acquire after the Policy begins (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units of the described types you own).
3. All references in this Section to **Symbol 4** are changed as follows:
 - 4A = **Owned "autos" other than private passenger "autos" only.** Only those "autos" you own which are not of the private passenger types (and for Covered Autos Liability Coverage any "trailer" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type, whose ownership you acquire after the Policy begins.
 - 4B = **Owned "autos" other than private passenger "autos" and pickups, panels and vans less than 10,000 pounds gross vehicle weight.** Only "autos" of the described types you own, including "autos" of the described types whose ownership you acquire after the Policy begins (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units of the described types you own).
4. Paragraph **C.3.** is deleted and the following is substituted therefor:
 3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" which is out of normal use because of its:
 - a. breakdown;
 - b. repair;
 - c. servicing;
 - d. "loss"; or
 - e. destruction

All coverages applicable to the temporary substitute "auto" are the same coverages which are applicable to the covered "auto" which is out of service, including Physical Damage coverage.
5. Wherever the terms "owned autos" or "covered autos you own" are used in this coverage form, except in **SECTION IV - BUSINESS AUTO CONDITIONS B.5. Other Insurance**, these terms shall include within their meaning:

Any "auto" leased to you under a written lease agreement which provides for your exclusive use of the "auto" for a period of not less than 6 consecutive months.

B. SECTION II - COVERED AUTOS LIABILITY COVERAGE is changed as follows:

1. The following paragraph is added to Section **A.1 Who is an insured**:
 - d. Any organization you newly acquire or form, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - i. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the Policy period, whichever is earlier;
 - ii. Coverage under this provision does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
2. Exclusion **B.5. Fellow Employee** is deleted.

C. SECTION III- PHYSICAL DAMAGE COVERAGE is changed as follows:

1. The phrase "its equipment" in paragraph **A.1.** is defined to mean, subject to the **Exclusions**, the following:
 - a. Permanently installed parts and accessories in or on the "auto" including detachable special purpose body attached to or removed from your covered "auto".
 - b. Contents kept in the covered "auto" which are normally factory installed or are common to the "auto's" operation. Examples of covered contents include such items as: car jack, floor mats, spare tire and tire chains.
2. **COVERAGE A.2. Towing and Labor** is deleted.
3. Paragraph **4.a. Transportation Expenses** is deleted and replaced by the following:

- a. **Transportation Expenses**

We will pay up to \$50 per day up to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for it's "loss".

4. The following is added to **4. Coverage Extensions**:

- c. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, but not covered "autos" for Physical Damage, and this Policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- i. The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - a) \$100,000
 - b) The actual cash value of the damaged or stolen "auto"
 - c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality
- ii. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- iii. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- iv. A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- v. This Coverage Extension does not apply to:
 - a) Any "auto" that is hired, rented or borrowed with a driver, or
 - b) Any "auto" that is hired, rented or borrowed from your "employee".

5. The following is added to **D. Deductible**

Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. No deductible applies to glass damage if the glass is repaired rather than replaced.

D. SECTION IV BUSINESS AUTO CONDITIONS is changed as follows:

1. The following is added to paragraph **B.2. Concealment, Misrepresentation or Fraud:**

The unintentional failure to disclose any hazard existing at this Policy's inception will not prejudice your rights under this insurance. However:

- a. Once you discover that any hazard has not been disclosed to us, you must disclose it to us as soon as reasonably possible; and
- b. 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, codes or regulations.

E. SECTION V - DEFINITIONS is changed as follows:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease sustained by that person.

F. If you have both Equipment Dealers Stock Floater Coverage and Garagekeepers Coverage issued by us, the definition of "customer's auto" as it applies to the **GARAGEKEEPERS COVERAGE** endorsement is changed to read as follows:

"Customer's auto" means a land motor vehicle, "trailer" or semi-trailer designed for use on public roads lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households who pay for services performed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the **Business Auto Coverage Form** and the **Other Insurance - Primary And Excess Insurance Provisions** in the **Motor Carrier Coverage Form** and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the **Auto Dealers Coverage Form** and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

Federated Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ADDITIONAL INSURED AND PRIMARY
AND NONCONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

Name of Person(s) or Organization(s):
County Of Riverside
Transportation Department % Contracts/Bidding
Unit
3525 14th St
Riverside, CA 92501-3813

A. Each person or organization shown in the Schedule is an additional insured for A. Excess Liability Coverages, but only to the extent that person or organization qualifies as an additional insured under Paragraph A.2. in Section IV. Who Is An Insured.

B. With respect to any person or organization shown in the Schedule and qualifying as an additional insured as described in A. above, paragraph J. Other Insurance of Section VII. Conditions is deleted and replaced by the following:

J. Other Insurance


The coverage provided under this policy is excess over any other insurance or self insurance which covers any part of the injury or damage except insurance written specifically as excess coverage over the limits of this policy.

However, with respect to any person or organization shown in the Schedule and qualifying as an additional insured under Paragraph A.2. in Section IV. Who Is An Insured, the coverage provided under this policy is primary to and will not seek contribution from any other insurance available to that additional insured provided that:

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

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

All other terms, conditions and exclusions remain unchanged.



Timothy Straker

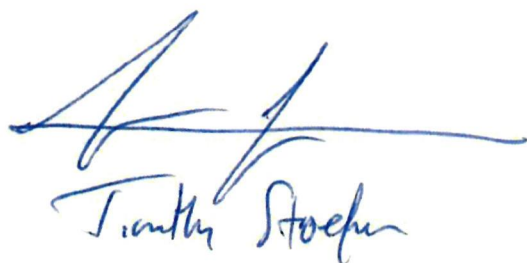
FEDERATED INSURANCE COMPANIES
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Continued from CU-F-127

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

County of Riverside Transportation Department ATTN: Contracts/Bidding Unit
3525 14th St
Riverside, CA 92501-3813

Any coverage provided by this endorsement applies only to Project #:
D1-0064, Contreras Road and Johnson Road Resurfacing - Contreras Road:
Johnson Road to 0.25 Mile North of SH-371, Johnson Road: Contreras Road to
0.50 Mile Easterly - Community of Anza. Subject to the terms and
conditions of the policy, Additional Insureds also includes County of
Riverside, its Agencies, Special Districts and Departments, their
respective director, officers, Board of Supervisors, elected and appointed
officials, employees, agents, and representatives, Frontier
Communications, their elected or appointed officials, directors, employees
and agents as required by written contract.



Timothy Hooper

UMB



Federated Mutual Insurance Company
121 East Park Square, Owatonna, MN 55060
(507) 455-5200

DECLARATIONS COMMERCIAL UMBRELLA LIABILITY POLICY

Mutual Company Participating Nonassessable Policy

Policy No. 1845868
Account No. 416-992-6

Item 1. Named Insured and Address:
L.C. PAVING & SEALING, INC.
620 Alpine Way
Escondido, CA 92029-1204

Item 2. Policy Period: (Mo. Day Yr.)
From 11/15/2025 to 11/15/2026
12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is:
C Corporation

Business of named insured is:

- Item 3. \$5,000,000 Occurrence Limit
- Item 4. \$5,000,000 Aggregate Limit
- Item 5. \$224,000 Annual Premium

**CERTIFIED ACTS OF
TERRORISM PREMIUM:**

\$4,480

Item 6. **Schedule of Underlying Insurance Policies.**

Type of Insurance	Limits of Liability		Insurer - Federated unless otherwise indicated.
	Per Occurrence	Aggregate	
GENERAL LIABILITY			
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000	\$2,000,000	
<input type="checkbox"/> Businessowners			
<input type="checkbox"/> Dwelling			
<input type="checkbox"/> Dwelling			
<input type="checkbox"/> Dwelling			
AUTO LIABILITY			
<input checked="" type="checkbox"/> Business Auto	\$1,000,000		
<input type="checkbox"/> Auto Dealers Coverage Form			
<input type="checkbox"/> Businessowners			
<input type="checkbox"/> Personal Auto			
OTHER UNDERLYING INSURANCE			
<input type="checkbox"/> Equipment Dealers Stock Floater, Coverage B - Property of Others			
<input type="checkbox"/> Garagekeepers			
<input type="checkbox"/> Legal Liability - Building			

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EMPLOYERS LIABILITY	Limits of Liability	
<input checked="" type="checkbox"/> Employers Liability	\$100,000	Travelers Insurance Company
<input type="checkbox"/> State Fund		
<input type="checkbox"/> Self-insured Work Comp		

Endorsement(s) attached hereto: See Schedule of Forms and Endorsements Attached

MUTUALS - PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability:


This policy is nonassessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

MUTUAL - MEMBERSHIP AND VOTING NOTICE:

The insured is notified that by virtue of this policy, he or she is a member of the Federated Mutual Insurance Company of Owatonna, Minnesota, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office in Owatonna, Minnesota, on the third Tuesday of April in each year at ten o'clock A.M.

In Witness Whereof, the Company has caused this policy to be executed and attested.


SECRETARY


PRESIDENT

This policy consists of: (1) this Declarations; (2) the Schedule of Forms and Endorsements, if attached; and (3) all forms and endorsements listed on this Declarations or, if attached, the Schedule of Forms and Endorsements.

SCHEDULE OF FORMS AND ENDORSEMENTS

<u>Title as on Form or Endorsement</u>	<u>Form Edition</u>
Additional Named Insureds Endorsement	CU-F-3 (10-08)
Terrorism Risk Insurance Act Policyholder Disclosure Notice	IL-F-38 (02-15)
Commercial Umbrella Liability Coverage Form CU-F-2 (10-08) Table of Contents	CU-F-2 (TOC) (03-22)
Commercial Umbrella Liability Policy California Changes-Cancellation And Nonrenewal	CU-F-2 (10-08) IL-F-56 (CA) (09-17)
Waiver Of Subrogation	CU-F-112 (10-08)
Designated Additional Insured And Primary And Noncontributory Endorsement	CU-F-127 (07-18)
Fungi Or Bacteria Exclusion	CU-F-64 (07-09)
Recording and Distribution of Material or Information in Violation of Law Exclusion	CU-F-130 (11-21)
Exclusion - Violation of Law Addressing Data Privacy	CU-F-133 (09-24)
Exclusion - Access or Disclosure of Confidential or Personal Material or Information, Data-Related Liability, and Cyber Incident	CU-F-132 (09-24)
Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	CU-F-91 (01-15)
Cap On Losses From Certified Acts Of Terrorism	CU-F-92 (01-15)
Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)	CU-F-93 (01-15)
Non-Employment Related Discrimination Or Harassment Coverage	CU-F-120 (07-13)
Special Endorsement	CU-F-5 (10-08)
Personal Use Of Company Owned Auto, Self-Propelled Machine Or Watercraft - Designated Individuals	CU-F-109 (12-11)

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL UMBRELLA LIABILITY POLICY

ADDITIONAL NAMED INSUREDS ENDORSEMENT

The Named Insured shown in the Declarations includes the person(s) or organization(s) designated below, subject to the following additional policy conditions:

1. The Named Insured shown in the Declarations is authorized to act for additional named insured(s) in all matters relating to this insurance.
2. If the Named Insured shown in the Declarations becomes insolvent or bankrupt, the additional named insured(s) agree to pay us any premium for this insurance.
3. This endorsement will not waive any rights of recovery as a claimant which would be valid, if not shown as an additional named insured.
4. Knowledge or discovery by any insured (including any partner or officer) shall be considered knowledge or discovery made by all insureds.
5. The Named Insured shown in the Declarations declares that all firms named in the policy (named insureds and additional named insureds) are owned or financially controlled by the same interests.

Names of Additional Named Insureds:

Entity No.	Name of Insured	Entity Type	F.E.I.N.
1	L.C. PAVING & SEALING, INC.	C Corporation	27-3327769

FEDERATED INSURANCE COMPANIES

TERRORISM RISK INSURANCE ACT

POLICYHOLDER DISCLOSURE NOTICE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism is shown in the Declarations Page of your policy.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM CU-F-2 (10-08) TABLE OF CONTENTS

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COMMERCIAL UMBRELLA LIABILITY POLICY

THIS POLICY IS NON-ASSESSABLE

Federated Mutual
INSURANCE COMPANY
HOME OFFICE: OWATONNA
MINNESOTA 55060



This policy is valid only when a Commercial Umbrella
Liability Declarations is attached.

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

Throughout this policy the words "you", "your" and "yours" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured in **SECTION IV. WHO IS AN INSURED**. The words "we", "us" and "our" mean the Company providing this insurance.

The word "insured" means any person or organization qualifying as an insured under **SECTION IV. WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI. DEFINITIONS**.

SECTION I. COVERAGES

A. EXCESS LIABILITY COVERAGES

We will pay on behalf of the insured those sums the insured becomes legally obligated to pay as damages that are in excess of the applicable limits of "underlying insurance" because of "bodily injury", "property damage" or "personal and advertising injury":

1. that occurs during the policy period shown on the Commercial Umbrella Liability Declarations; and
2. that is covered by "underlying insurance".

In the event of reduction or exhaustion of the aggregate limits of liability under "underlying insurance" by reason of losses paid thereunder, this policy will, subject to the terms and conditions of the "underlying insurance":

- a. in the event of reduction, continue in force as excess of the reduced "underlying insurance"; and
- b. in the event of exhaustion, continue in force as "underlying insurance".

If the limit of insurance available to the insured under the applicable "underlying insurance" is greater than the amount stated in the Declarations, this policy will apply as excess of the greater amount.

B. ADDITIONAL LIABILITY COVERAGES

Except as excluded under SECTION III., we will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as damages:

1. because of an "allegation" of discrimination or harassment. The discrimination or harassment must have occurred during the policy period shown on the Commercial Umbrella Liability Policy Declarations and not be:
 - a. intentionally committed by you, or by any partner or executive officer, or at your or their direction; or
 - b. directly or indirectly related to the employment, prospective employment, or leasing of any person or persons to perform work for any insured.
2. from an "occurrence" during the policy period shown on the Commercial Umbrella Liability Policy Declarations arising from "bodily injury" or "property damage" from the use, loading or unloading of an "aircraft" if such "aircraft" is:
 - a. not owned or operated by or rented or loaned to any insured; or
 - b. chartered with a crew by or on behalf of any insured and not owned by any insured.

However, any "aircraft" being operated by any person in the course of employment by any insured or owned by such person is not covered.

SECTION II. DEFENSE

- A. With respect to the insurance afforded by this policy, if no insurer of an "underlying insurance" policy is obligated to do so, we will have the right and duty to defend any suit against the insured seeking damages because of "bodily injury", "property damage" or "personal and advertising injury" even if any of the allegations of the suit are groundless, false or fraudulent. We may make any investigation and settlement of any claim or suit we deem expedient. We will not, however, be obligated to defend any suit or respond to any claim for damages after the applicable limit of this insurance has been exhausted.
 - B. With respect to any claim or suit we defend, we will pay the following to the extent that they are not covered by "underlying insurance":
 - 1. All expenses we incur.
 - 2. All costs taxed against the insured in the suit.
 - 3. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - 4. All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$250 a day because of time off from work.
 - 5. Pre-judgment interest awarded against the insured on that part of the judgment we pay under this policy. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
 - 6. All interest on the full amount of any judgment under this policy that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- These payments will not reduce the Limit of Insurance.
- C. In any country where we may be prevented by law or otherwise from carrying out this agreement, we will pay any expense incurred with our written consent in accordance with this agreement.

SECTION III. EXCLUSIONS

- A. With respect to **A. EXCESS LIABILITY COVERAGES**, in addition to all exclusions contained within the applicable "underlying insurance" the following exclusions also apply and this insurance does not apply to:
 - 1. Punitive damages awarded against an insured unless insurable by applicable law and covered by "underlying insurance".
 - 2. Any claim or obligation under any uninsured motorists or underinsured motorists laws, unless this policy is endorsed to provide such insurance.
 - 3. Any claim or obligation under any automobile no fault or first party personal injury laws.
 - 4. Any claim or obligation under the Employer's Retirement Income Security Act of 1974 as now or hereafter amended.
 - 5. Any coverage extensions that have separate limits stated in the "underlying insurance" policies. However, this excess coverage does apply to legal liability coverage provided by:
 - a. Legal Liability - Building, or
 - b. Garagekeepers, or
 - c. Equipment Dealers Stock Floater, Coverage B - Property of Others,
 when you select a limit for that coverage and that coverage is scheduled as "underlying insurance". Coverage is not afforded for any coverage extensions or sublimits within **a.**, **b.**, or **c.** above.
- B. With respect to **B. ADDITIONAL LIABILITY COVERAGES**, this insurance does not apply to:
 - 1. **FINES OR PENALTIES** - civil or criminal fines or penalties, non-monetary relief or matters which may be deemed uninsurable according to the applicable law.
 - 2. **INTENTIONAL ACTS** - "bodily injury", "property damage", or "personal and advertising injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "personal and advertising injury" resulting from the use of reasonable force to protect persons or property.
 - 3. **LAWS** - liability imposed on the insured under any of the following laws:
 - a. any workers compensation, unemployment compensation, disability benefits, or similar law;
 - b. Employer's Retirement Income Security Act of 1974 as now or hereafter amended.
 Part **a.** of this exclusion does not apply to liability of others you assume under a contract.
 - 4. **NUCLEAR ENERGY** - nuclear energy liability excluded by the Nuclear Energy Liability Exclusion printed elsewhere in this policy or an attachment thereto.

5. DAMAGE TO PROPERTY

"Property damage" to:

- a. Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Property loaned to you;
- c. Personal property in the care, custody or control of the insured;

Paragraphs **a.**, **b.**, and **c.** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Paragraphs **b.** and **c.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

6. WAR - "Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

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

7. LEAD AND ASBESTOS - any injury, damage, loss, cost, payment or expense, including but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of asbestos or lead, asbestos or lead compounds or asbestos or lead which is or was contained or incorporated into any material or substance. This exclusion applies, but is not limited to:

- a. Any supervision, instructions, recommendations, warnings or advice given in connection with the above;
- b. Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such injury or damage, loss, cost, payment or expense; or

- c. Any request, order or requirement to abate, mitigate, remediate, contain, remove or dispose of asbestos or lead, asbestos or lead compounds or materials or substances containing asbestos or lead.

8. PUNITIVE DAMAGES - punitive damages awarded against an insured unless insurable by applicable law.

9. POLLUTANTS -

- a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(a) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire;

(2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (a) Any insured; or
 - (b) Any person or organization for whom you may be legally responsible; or
- (4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them.

This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids, are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

- (5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

The term premises as used herein includes any tanks, piping, pumps or dispensers which are or were at any time owned, leased or installed by any insured, wherever located except at residences primarily used for dwelling purposes.

- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or suit by or on behalf of a governmental authority.

Subparagraph a.(1) and (4) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a hostile fire. As used herein, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

10. PHYSICAL MODIFICATIONS

Liability costs or expenses incurred by any insured to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person.

SECTION IV. WHO IS AN INSURED

A. With respect to **A. EXCESS LIABILITY COVERAGES**, refer to the applicable "underlying insurance" to determine who is an insured. However:

1. with respect to the ownership, maintenance, use, loading or unloading of an auto, self-propelled machine or watercraft, the following are not insureds even if covered by the "underlying insurance":
 - a. Any employee of yours not acting within the scope of their employment or any other person using an auto, self-propelled machine or watercraft which you entrusted to that employee.
 - b. Any customer of yours, or any other person using an auto, self-propelled machine or watercraft which you entrusted to a customer.
2. Additional insureds on the "underlying insurance" are not additional insureds on the Commercial Umbrella Policy. However, if:
 - a. the Named Insured is required by the terms of a written contract to name a person or organization as an additional insured; and
 - b. that written contract was executed prior to the commencement of the activity called for in the contract; then

the person or organization specified in the written contract is an additional insured on the Commercial Umbrella Policy subject to the terms and conditions of the additional insured endorsement on the "underlying insurance".

B. Each of the following is an insured under **B. ADDITIONAL LIABILITY COVERAGES** to the extent set forth below:

1. You, the Named Insured shown in the Declarations.
2. If you are a corporation, the following are also considered to be Named Insureds:
 - a. any subsidiary company acquired or formed during the policy period; and

b. any other entity controlled and actively managed by you or your subsidiary if the control and active management was acquired during the policy period, but only if:

- (1) this policy is endorsed to add such subsidiary or other entity within ninety (90) days of its formation or acquisition by you, and
 - (2) such subsidiary or other entity is not insured under any other liability or indemnity policy.
3. Your executive officers and directors, but only with respect to their duties as your officers and directors.
 4. Your stockholders, but only with respect to their liability as your stockholders.
 5. Your employees, other than your executive officers, but only for acts within the scope of their employment by you.
 6. If you are an individual, you are an insured but only for the conduct of a business of which you are the sole proprietor, and your spouse is an insured for the conduct of such a business.
 7. If you are a partnership or joint venture:
 - a. the partnership or joint venture so named;
 - b. any partner or member thereof, but only with respect to their liability as a partner or member; and
 - c. the spouse of any partner, but only with respect to liability as a spouse of a partner.
 8. If you are designated in the Declarations as a limited liability company, you are an insured. Your members are also insureds, but only with respect to their liability as members. Your managers are insureds, but only with respect to their duties as your managers.

Except with respect to our Limit of Insurance, the insurance afforded applies separately to each insured against whom claim is made or suit is brought.

SECTION V. LIMITS OF INSURANCE

A. The Occurrence Limit stated in the Declarations is the most we will pay for each "accident", "allegation", or "occurrence" regardless of the number of:

1. insureds;
2. claims made or suits brought;
3. persons or organizations making claims or bringing suit; or
4. "underlying insurance" policies or types of applicable underlying coverage.

However, with regards to a person or organization qualifying as an additional insured under this policy, whether endorsed as such or not, the most we will pay on behalf of the additional insured is the lesser of the following:

1. the Occurrence Limit stated in the Declarations, or
2. the amount by which the minimum amount of coverage specifically stated in a written contract exceeds the limit of the "underlying insurance".

B. There is no limit to the number of "accidents", "allegations", or "occurrences" during the policy period for which claims may be made, except that we will not pay more than the Aggregate Limit stated in the Declarations for all claims during the policy period which arise out of:

1. the products-completed operations hazard as defined within the applicable "underlying insurance";
2. work you performed as defined within the applicable "underlying insurance";
3. products as defined within the applicable "underlying insurance"; or
4. "bodily injury" by disease sustained by your employees arising out of and in the course of their employment by you.

The aggregate limit of our liability applies separately to **4.** above.

SECTION VI. DEFINITIONS

The following definitions apply to this policy:

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "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:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web-sites, only that part of a website that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

C. "Aircraft" means any heavier than air or lighter than air vehicle designed to transport persons or property through the air.

D. "Allegation" means:

1. the lodging of a written complaint or charge:
 - a. with you or one of your employees; or
 - b. with any government agency; or
2. your receipt of a summons for the commencement of a civil action.

E. "Bodily Injury":

1. With regards to **SECTION I. COVERAGES, A. EXCESS LIABILITY COVERAGES**, refer to the definition contained within the applicable "underlying insurance".
2. With regards to **SECTION I. COVERAGES, B. ADDITIONAL LIABILITY COVERAGES**, the following definition applies:
"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

F. "Occurrence" means an "accident", including continuous or repeated exposure to substantially the same general harmful conditions.

G. "Personal and Advertising Injury":

1. With regards to **SECTION I. COVERAGES, A. EXCESS LIABILITY COVERAGES**, refer to the definition contained within the applicable "underlying insurance".
2. With regards to **SECTION I. COVERAGES, B. ADDITIONAL LIABILITY COVERAGES**, the following definition applies:
"Personal and Advertising Injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 1. False arrest, detention or imprisonment;
 2. Malicious prosecution;

- 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - 5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - 6. The use of another's advertising idea in your "advertisement"; or
 - 7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- H. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- I. "Property Damage":
- 1. With regards to **SECTION I. COVERAGES, A. EXCESS LIABILITY COVERAGES**, refer to the definition contained within the applicable "underlying insurance".

- 2. With regards to **SECTION I. COVERAGES, B. ADDITIONAL LIABILITY COVERAGES**, the following definition applies:

"Property damage" means:

- 1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- 2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- J. "Underlying insurance" means policies of insurance listed in the Schedule of Underlying Insurance Policies in the Declarations.

SECTION VII. CONDITIONS

A. Appeals

If the insured or any insurer who provides the applicable "underlying insurance" elects not to appeal a judgment which exceeds the "underlying insurance" limit, we may elect to do so at our own expense. We will be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase our liability beyond our applicable Limit of Insurance.

B. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of any obligations under this policy.

C. Cancellation or Nonrenewal

- 1. The first Named Insured shown in the Declarations may cancel this policy by surrender thereof to us or to any of our authorized agents or by mailing to us advance written notice of cancellation.
- 2. We may cancel this policy by mailing 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 permitted by the laws or regulations applicable in your state.

- 3. We will mail 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. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If we decide not to renew this policy, we will mail to you written notice of nonrenewal at least 30 days before the expiration date.
- 7. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. 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 and made a part of this policy.

E. Conformity With The Law

The terms of this policy which are in conflict with the law of the state wherein this policy is issued are hereby amended to conform to such law.

F. Duties In The Event Of Occurrence, Claim Or Suit

1. You must see to it that we are notified promptly of an "accident", "allegation" or "occurrence" which may result in a claim. Notice should include:

- a. how, when and where the "accident", "allegation" or "occurrence" took place; and
- b. the names and addresses of any injured persons and witnesses.

Notice of an "accident", "allegation" or "occurrence" is not notice of a claim.

- 2. If a claim is made or suit is brought against any insured, you must see to it that we receive prompt written notice of the claim or suit.
- 3. You and any other involved insured must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the claim or suit; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may apply.

4. You or anyone else representing your business will not, except at your own cost, voluntarily make a payment, assume any obligation, enter into any settlement agreement, or incur any expense, other than for first aid, without our consent.

G. 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.

H. Legal Action Against Us

No person or organization has a right under this policy:

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

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

I. Maintenance Of Underlying Insurance

- 1. While this policy is in effect, you will maintain in force the "underlying insurance" as collectible insurance, except for reduction of aggregate limits solely as the result of payment of claims during the policy period.
- 2. If you neglect to maintain the "underlying insurance" as required, this policy will be construed as though such "underlying insurance" was in force and collectible at the time of the "accident" or "occurrence".
- 3. If the "underlying insurance" becomes uncollectible due to the insolvency of the insurer of "underlying insurance", this policy will be construed as though such "underlying insurance" was in force and collectible at the time of the "accident" or "occurrence".

J. Other Insurance

The coverage provided under this policy is excess over any other insurance or self insurance which covers any part of the injury or damage except insurance written specifically as excess coverage over the limits of this policy.

K. Premiums

The first Named Insured shown in the Declarations:

- 1. is responsible for the payment of all premiums; and
- 2. will be the payee for any return premiums we pay.

L. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy embodies all agreements existing between you and us or any of our agents relating to this insurance.

M. 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 policy, 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.

N. Transfer Of Your Right 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.

O. Two Or More Umbrella Policies Issued By Us

If this policy and any other umbrella policy issued by us or any company affiliated with us:

1. applies to the same "accident", "allegation" or "occurrence"; and
2. affords coverage from two or more umbrella policies to any insured or combination of insureds,

the aggregate maximum Limit of Insurance under all umbrella policies shall not exceed the highest applicable Limit of Insurance under any one umbrella policy.

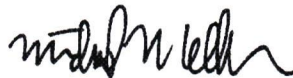
MUTUALS - PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability:

This policy is nonassessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

MUTUAL - MEMBERSHIP AND VOTING NOTICE:

The insured is notified that by virtue of this policy, he or she is a member of the Federated Mutual Insurance Company of Owatonna, Minnesota, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office in Owatonna, Minnesota, on the third Tuesday of April in each year at ten o'clock A.M.

In Witness Whereof, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



SECRETARY



PRESIDENT

NUCLEAR ENERGY LIABILITY EXCLUSION

(BROAD FORM)

(This is the exclusion referred to in SECTION III. EXCLUSION E. - NUCLEAR ENERGY)

1. This policy does not apply:
 - a. Under any Liability Coverage, to "bodily injury" or "property damage"
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the "hazardous properties" or "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - c. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if
 - (1) the "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 - (2) the "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties.

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

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

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

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

"nuclear facility" means

 - a. any "nuclear reactor"
 - b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging waste
 - c. any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

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

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

Federated Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

- BUSINESS ERRORS AND OMISSIONS POLICY
- COMMERCIAL UMBRELLA LIABILITY POLICY
- EMPLOYMENT RELATED PRACTICES LIABILITY POLICY
- PRINTERS ERRORS AND OMISSIONS LIABILITY POLICY

The following conditions are deleted in their entirety:

The **Cancelling this Policy During the Policy Period** condition of the Business Errors and Omissions Policy; and

The **Cancellation or Nonrenewal** condition of the Commercial Umbrella Liability Policy; and

The **Cancellation** condition of the Employment Related Practices Liability Policy; and

The **Cancellation** condition of the Printers Errors and Omissions Liability Policy.

A. The following condition is added:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

- (1) Nonpayment of premium; or
- (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

- (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

- 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs B.2. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

- 2. We are not required to send notice of nonrenewal in the following situations:
 - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph B.1.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph B.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

UMB

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

In the event of any payment under this policy, the Company agrees to waive its right under the subrogation condition against:

City of San Clemente
910 Calle Negocio Ste 300
San Clemente, CA 92673

its subsidiaries, directors, agents or employees, except when the payment results from the sole negligence of

City of San Clemente
910 Calle Negocio Ste 300
San Clemente, CA 92673

its subsidiaries, agents or employees.

Insured:

L.C. PAVING & SEALING, INC.
620 Alpine Way
Escondido, CA 92029-1204

Federated Mutual Insurance Company
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

UMB

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

In the event of any payment under this policy, the Company agrees to waive its right under the subrogation condition against:

**City of Vista
200 Civic Center Dr
Vista, CA 92084-6275**

its subsidiaries, directors, agents or employees, except when the payment results from the sole negligence of

**City of Vista
200 Civic Center Dr
Vista, CA 92084-6275**

its subsidiaries, agents or employees.

Insured:

**L.C. PAVING & SEALING, INC.
620 Alpine Way
Escondido, CA 92029-1204**

Federated Mutual Insurance Company
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

Federated Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ADDITIONAL INSURED AND PRIMARY
AND NONCONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

Name of Person(s) or Organization(s):

County Of Riverside

Transportation Department % Contracts/Bidding

Unit

3525 14th St

Riverside, CA 92501-3813

A. Each person or organization shown in the Schedule is an additional insured for **A. Excess Liability Coverages**, but only to the extent that person or organization qualifies as an additional insured under Paragraph **A.2.** in Section **IV. Who Is An Insured.**

B. With respect to any person or organization shown in the Schedule and qualifying as an additional insured as described in **A.** above, paragraph **J. Other Insurance of Section VII.** Conditions is deleted and replaced by the following:

J. Other Insurance

The coverage provided under this policy is excess over any other insurance or self insurance which covers any part of the injury or damage except insurance written specifically as excess coverage over the limits of this policy.

However, with respect to any person or organization shown in the Schedule and qualifying as an additional insured under Paragraph **A.2.** in Section **IV. Who Is An Insured**, the coverage provided under this policy is primary to and will not seek contribution from any other insurance available to that additional insured provided that:

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

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

All other terms, conditions and exclusions remain unchanged.

Federated Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ADDITIONAL INSURED AND PRIMARY
AND NONCONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

Name of Person(s) or Organization(s):

City of Vista
200 Civic Center Dr
Vista, CA 92084-6275

A. Each person or organization shown in the Schedule is an additional insured for **A.** Excess Liability Coverages, but only to the extent that person or organization qualifies as an additional insured under Paragraph **A.2.** in Section **IV.** Who Is An Insured.

B. With respect to any person or organization shown in the Schedule and qualifying as an additional insured as described in **A.** above, paragraph **J.** Other Insurance of Section **VII.** Conditions is deleted and replaced by the following:

J. Other Insurance

The coverage provided under this policy is excess over any other insurance or self insurance which covers any part of the injury or damage except insurance written specifically as excess coverage over the limits of this policy.

However, with respect to any person or organization shown in the Schedule and qualifying as an additional insured under Paragraph **A.2.** in Section **IV.** Who Is An Insured, the coverage provided under this policy is primary to and will not seek contribution from any other insurance available to that additional insured provided that:

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

All other terms, conditions and exclusions remain unchanged.

Federated Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ADDITIONAL INSURED AND PRIMARY
AND NONCONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

Name of Person(s) or Organization(s):
City of Encinitas
505 S Vulcan Ave
Encinitas, CA 92024-3633

A. Each person or organization shown in the Schedule is an additional insured for **A.** Excess Liability Coverages, but only to the extent that person or organization qualifies as an additional insured under Paragraph **A.2.** in Section **IV.** Who Is An Insured.

B. With respect to any person or organization shown in the Schedule and qualifying as an additional insured as described in **A.** above, paragraph **J.** Other Insurance of Section **VII.** Conditions is deleted and replaced by the following:

J. Other Insurance

The coverage provided under this policy is excess over any other insurance or self insurance which covers any part of the injury or damage except insurance written specifically as excess coverage over the limits of this policy.

However, with respect to any person or organization shown in the Schedule and qualifying as an additional insured under Paragraph **A.2.** in Section **IV.** Who Is An Insured, the coverage provided under this policy is primary to and will not seek contribution from any other insurance available to that additional insured provided that:

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

All other terms, conditions and exclusions remain unchanged.

Federated Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ADDITIONAL INSURED AND PRIMARY
AND NONCONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

Name of Person(s) or Organization(s):

Bergelectric Corp
3182 Lionshead Ave
Carlsbad, CA 92010-4701

A. Each person or organization shown in the Schedule is an additional insured for **A. Excess Liability Coverages**, but only to the extent that person or organization qualifies as an additional insured under Paragraph **A.2.** in Section **IV. Who Is An Insured.**

B. With respect to any person or organization shown in the Schedule and qualifying as an additional insured as described in **A.** above, paragraph **J. Other Insurance of Section VII.** Conditions is deleted and replaced by the following:

J. Other Insurance

The coverage provided under this policy is excess over any other insurance or self insurance which covers any part of the injury or damage except insurance written specifically as excess coverage over the limits of this policy.

However, with respect to any person or organization shown in the Schedule and qualifying as an additional insured under Paragraph **A.2.** in Section **IV. Who Is An Insured**, the coverage provided under this policy is primary to and will not seek contribution from any other insurance available to that additional insured provided that:

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

All other terms, conditions and exclusions remain unchanged.

Federated Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ADDITIONAL INSURED AND PRIMARY
AND NONCONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

Name of Person(s) or Organization(s):
The City of Solana Beach, its officers,
officials, employees, and representatives
635 S Highway 101
Solana Beach, CA 92075-2215

A. Each person or organization shown in the Schedule is an additional insured for **A. Excess Liability Coverages**, but only to the extent that person or organization qualifies as an additional insured under Paragraph **A.2.** in Section **IV. Who Is An Insured.**

B. With respect to any person or organization shown in the Schedule and qualifying as an additional insured as described in **A.** above, paragraph **J. Other Insurance of Section VII.** Conditions is deleted and replaced by the following:

J. Other Insurance

The coverage provided under this policy is excess over any other insurance or self insurance which covers any part of the injury or damage except insurance written specifically as excess coverage over the limits of this policy.

However, with respect to any person or organization shown in the Schedule and qualifying as an additional insured under Paragraph **A.2.** in Section **IV. Who Is An Insured**, the coverage provided under this policy is primary to and will not seek contribution from any other insurance available to that additional insured provided that:

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

All other terms, conditions and exclusions remain unchanged.

Federated Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ADDITIONAL INSURED AND PRIMARY
AND NONCONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

Name of Person(s) or Organization(s):

City of San Clemente
910 Calle Negocio Ste 100
San Clemente, CA 92673-6247

A. Each person or organization shown in the Schedule is an additional insured for **A. Excess Liability Coverages**, but only to the extent that person or organization qualifies as an additional insured under Paragraph **A.2.** in Section **IV. Who Is An Insured**.

B. With respect to any person or organization shown in the Schedule and qualifying as an additional insured as described in **A.** above, paragraph **J. Other Insurance** of Section **VII.** Conditions is deleted and replaced by the following:

J. Other Insurance

The coverage provided under this policy is excess over any other insurance or self insurance which covers any part of the injury or damage except insurance written specifically as excess coverage over the limits of this policy.

However, with respect to any person or organization shown in the Schedule and qualifying as an additional insured under Paragraph **A.2.** in Section **IV. Who Is An Insured**, the coverage provided under this policy is primary to and will not seek contribution from any other insurance available to that additional insured provided that:

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

All other terms, conditions and exclusions remain unchanged.

Federated Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ADDITIONAL INSURED AND PRIMARY
AND NONCONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

Name of Person(s) or Organization(s):

City of Vista
a chartered municipal corporation
200 Civic Center Dr
Vista, CA 92084-6275

A. Each person or organization shown in the Schedule is an additional insured for **A. Excess Liability Coverages**, but only to the extent that person or organization qualifies as an additional insured under Paragraph **A.2.** in Section **IV. Who Is An Insured.**

B. With respect to any person or organization shown in the Schedule and qualifying as an additional insured as described in **A.** above, paragraph **J. Other Insurance of Section VII.** Conditions is deleted and replaced by the following:

J. Other Insurance

The coverage provided under this policy is excess over any other insurance or self insurance which covers any part of the injury or damage except insurance written specifically as excess coverage over the limits of this policy.

However, with respect to any person or organization shown in the Schedule and qualifying as an additional insured under Paragraph **A.2.** in Section **IV. Who Is An Insured**, the coverage provided under this policy is primary to and will not seek contribution from any other insurance available to that additional insured provided that:

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

All other terms, conditions and exclusions remain unchanged.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

With respect to **A. EXCESS LIABILITY COVERAGES** and **B. ADDITIONAL LIABILITY COVERAGES** this policy does not apply to:

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

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

The following definition is added to the **Section VI. Definitions:**

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or byproducts produced or released by fungi, but does not include any fungi intended to be edible.

Federated Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION
IN VIOLATION OF LAW EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

The following is added to **SECTION III. EXCLUSIONS:**

B. With respect to **B. ADDITIONAL LIABILITY COVERAGES**, this insurance does not apply to:

11. RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW -

Any injury, damage, loss, cost, payment or expense, including but not limited to, defense and investigation, of any kind arising directly or indirectly out of, resulting from, caused by or contributed to by any actual or alleged action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF PUNITIVE DAMAGES RELATED TO A
CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

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

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

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

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

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM INVOLVING
NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM
(RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or

b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

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

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NON-EMPLOYMENT RELATED DISCRIMINATION OR HARASSMENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SECTION I. COVERAGES, Part B. ADDITIONAL LIABILITY COVERAGES, paragraphs **1., 1.a.** and **1.b.** are deleted and replaced by the following:

- 1.** because of an "allegation" of discrimination or harassment. The discrimination or harassment must have occurred during the policy period shown on the Commercial Umbrella Liability Policy Declarations or within 36 months immediately prior to the first consecutive Commercial Umbrella Liability Policy issued by us and not be:
 - a.** intentionally committed by you, or by any partner or executive officer, or at your or their direction; or
 - b.** directly or indirectly related to the employment, prospective employment, or leasing of any person or persons to perform work for any insured.

For any "allegation" of discrimination or harassment which occurred within 36 months immediately prior to the first consecutive Commercial Umbrella Liability Policy issued by us, all of the following additional conditions must apply:

- a.** The insured had no prior knowledge of the "allegation";
- b.** When the "allegation" occurred, a claims-made policy was in force and included coverage for non-employment related discrimination and harassment; and
- c.** No other insurance applies.

The following is added to **Section V - LIMIT OF INSURANCE:**

- C.** The limit of insurance for any "allegation" which occurred within 36 months immediately prior to the first consecutive Commercial Umbrella Liability Policy issued by us shall be limited to whichever is less of the following:
 - 1.** the prior claims-made policy limits; or
 - 2.** the Occurrence Limit stated in this policy's Declarations and subject to this policy's Aggregate Limit.

UMB

**FEDERATED INSURANCE COMPANIES
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CU-F-127 for County Of Riverside**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

County Of Riverside Transportation Department
% Contracts/Bidding Unit
3525 14th St
Riverside, CA 92501-3813

Any coverage provided by this endorsement applies only to Sycamore Canyon Boulevard Resurfacing, Central Ave to 700 Feet Southeast of College Boulevard, Community of University City
Subject to the terms and conditions of the policy, Additional Insured/Waiver of Subrogation also includes County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives. City of Riverside, their elected and appointed officials, employees, agents, and representatives. State of California, Department of Transportation, their elected and appointed officials, employees, agents, and representatives.

UMB

FEDERATED INSURANCE COMPANIES
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Continued from CU-F-127

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

City of Encinitas
505 S Vulcan Ave
Encinitas CA 92024-3633

Any coverage provided by this endorsement applies only to concrete and paving work for S Coast Highway 101 Sidewalk Improvement Project - Encinitas CA. Subject to the terms and conditions of the Umbrella Liability policy, Designated Additional Insureds also includes City of Encinitas, its sub-entities (specifically including the San Dieguito Water District) its officers, elected officials, employees, City contractors, construction managers, architect and volunteers.

UMB

FEDERATED INSURANCE COMPANIES
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Continued from CU-F-127

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Bergelectric Corp
3182 Lionshead Ave
Carlsbad, CA 92010-4701

Any coverage provided by this endorsement applies only to PECHANGA CHAMMAKILAWASH UTILITY (UG), 12705 PECHANGA ROAD, TEMECULA, CA 92592. Subject to the terms and conditions of the Umbrella Liability policy, Designated Additional Insureds also includes Owner, Prime Contractor, and any other parties as required by written contract.

UMB

FEDERATED INSURANCE COMPANIES
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Continued from CU-F-127

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

City of San Clemente
910 Calle Negocio Ste 300
San Clemente, CA 92673-6247

Any coverage provided by this endorsement applies only with respect to named insured's ac pavement & concrete removals and replacements. utility adjustments, signage and striping, concrete flatwork done for PN 15325. Subject to the terms and conditions of the Umbrella Liability policy, Designated Additional Insureds also includes The City of San Clemente, its elected officials, officers, agents, employees and volunteers.

UMB

FEDERATED INSURANCE COMPANIES
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Continued from CU-F-112

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

City of San Clemente
910 Calle Negocio Ste 300
San Clemente, CA 92673-6247

Any coverage provided by this endorsement applies only with respect to named insured's ac pavement & concrete removals and replacements. utility adjustments, signage and striping, concrete flatwork done for PN 15325. Subject to the terms and conditions of the policy, Waiver of Subrogation also includes The City of San Clemente, its elected officials, officers, agents, employees and volunteers

UMB

FEDERATED INSURANCE COMPANIES
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Continued from CU-F-127

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

City of Vista
200 Civic Center Dr
Vista CA 92084-6275

Any coverage provided by this endorsement applies only to RE: 2025
Pedestrian mobility Sidewalk project - Lado De Loma Dr and Guahome, St
Vista, CA 92084 for Sidewalk Replacement.

Subject to the terms and conditions of the Umbrella Liability policy,
Designated Additional Insureds also includes The City, its officers,
officials, employees, and volunteers.

UMB

FEDERATED INSURANCE COMPANIES
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Continued from CU-F-112

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

City of Vista

200 Civic Center Dr

Vista CA 92084-6275

Any coverage provided by this endorsement applies only to RE: 2025
Pedestrian mobility Sidewalk project - Lado De Loma Dr and Guahome, St
Vista, CA 92084 for Sidewalk Replacement.

UMB

FEDERATED INSURANCE COMPANIES
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Continued from CU-F-127

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

City of Encinitas
505 S Vulcan Ave
Encinitas, CA 92024-3633

Any coverage provided by this endorsement applies only with respect to named insured's commercial (non-residential project related) paving and concrete work for: Olivehain Trail Enhancements, CP23 E, Encinitas, CA. Subject to the terms and conditions of the Umbrella Liability policy, Designated Additional Insureds also includes The City, its sub-entities (specifically including the San Dieguito Water District) its officers, elected officials, employees, City contractors, construction managers, architect and volunteers.

UMB

FEDERATED INSURANCE COMPANIES
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
continued from CU-F-127

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

City of Vista a chartered municipal corporation
200 Civic Center Dr
Vista, CA 92084-6275

Any coverage provided by this endorsement applies only to concrete work at project : North Santa Fe Bus Shelter Shade Structure Installation - N Santa Fe & Townsite Drive, Vista, CA. Subject to the terms and conditions of the Umbrella Liability policy, Designated Additional Insureds also includes The City, its officers, officials, employees, and volunteers.

UMB

FEDERATED INSURANCE COMPANIES
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Continued from CU-F-127

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

County of Riverside Transportation Department ATTN: Contracts/Bidding Unit
3525 14th St
Riverside, CA 92501-3813

Any coverage provided by this endorsement applies only to Project #:
D1-0064, Contreras Road and Johnson Road Resurfacing - Contreras Road:
Johnson Road to 0.25 Mile North of SH-371, Johnson Road: Contreras Road to
0.50 Mile Easterly - Community of Anza. Subject to the terms and
conditions of the policy, Additional Insureds also includes County of
Riverside, its Agencies, Special Districts and Departments, their
respective director, officers, Board of Supervisors, elected and appointed
officials, employees, agents, and representatives, Frontier
Communications, their elected or appointed officials, directors, employees
and agents as required by written contract.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL USE OF COMPANY OWNED AUTO, SELF-PROPELLED MACHINE OR WATERCRAFT - DESIGNATED INDIVIDUALS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SECTION IV. WHO IS AN INSURED, Part A. is deleted and replaced with the following:

- A. With respect to A. EXCESS LIABILITY COVERAGES, refer to the applicable "underlying insurance" to determine who is an insured. However:
 - 1. With respect to the ownership, maintenance, use, loading or unloading of an auto, self-propelled machine or watercraft, the following are not insureds even if covered by the "underlying insurance":
 - a. Any employee of yours not acting within the scope of their employment or any other person using an auto, self-propelled machine or watercraft which you entrusted to that employee. However, this exclusion does not apply to:
 - (1) Any individual named in this endorsement, or his or her spouse who is a resident of the same household, or his or her family member for whom coverage is provided in the underlying Drive Other Car Coverage endorsement; or
 - (2) If there is no underlying Drive Other Car Coverage, any individual named in this endorsement, or his or her spouse who is a resident of the same household.
 - b. Any customer of yours or any other person using an auto, self-propelled machine or watercraft which you entrusted to a customer.
 - 2. Additional insureds on the "underlying insurance" are not additional insureds on the Commercial Umbrella Policy. However:
 - a. If the Named Insured is required by the terms of a written contract to name a person or organization as an additional insured and that written contract was executed prior to the commencement of the activity called for in the contract then the person or organization specified in the written contract is an additional insured on the Commercial Umbrella Policy subject to the terms and conditions of the additional insured endorsement on the "underlying insurance"; or
 - b. If any individual named in this endorsement, his or her spouse who is a resident of the same household, or his or her family member for whom coverage is provided under this endorsement is an additional insured under the "underlying insurance" for an auto, self-propelled machine or watercraft, the individual named in this endorsement, his or her spouse who is a resident of the same household, or his or her family member is also an additional insured on the Commercial Umbrella Policy subject to the terms and conditions of the additional insured endorsement on the "underlying insurance".

NAME OF INDIVIDUAL

Jose Salinas

Bid

Date: 2/11/2024

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

Bidder: LC Paving & Sealing, Inc.
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of **Contreras Road and Johnson Road Resurfacing, Contreras Road: Johnson Road to 0.25 Mile North of SH-371, Johnson Road: Contreras Road to 0.50 Mile Easterly, Community of Anza, Project No. D1-0064** hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** 1 (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

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

Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 1 - Contreras Road and Johnson Road Resurfacing						
1	066100	DUST ABATEMENT	LS	1	\$ 35,000.00	\$ 35,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	\$ 20,000.00	\$ 20,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$ 47,000.00	\$ 47,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$ 6,600.00	\$ 6,600.00
5	170103	CLEARING AND GRUBBING	LS	1	\$ 9,500.00	\$ 9,500.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	20,535	\$ 2.85	\$ 58,524.75
7	390132	HOT MIX ASPHALT (TYPE A)	TON	5,667	\$ 121.00	\$ 685,707.00
8	190185	SHOULDER BACKING	LF	7,818	\$ 5.00	\$ 39,090.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	329	\$ 16.00	\$ 5,264.00
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	435	\$ 9.50	\$ 4,132.50
11	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	1,093	\$ 10.00	\$ 10,930.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	2,658	\$ 8.50	\$ 22,593.00
13	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	1	\$ 4,700.00	\$ 4,700.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	\$ 7,000.00	\$ 7,000.00
15	820410	SALVAGE ROADSIDE SIGN	EA	8	\$ 55.00	\$ 440.00
16	820840	ROADSIDE SIGN - ONE POST	EA	8	\$ 725.00	\$ 5,800.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	90	\$ 54.50	\$ 4,905.00
18	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	50	\$ 40.50	\$ 2,025.00
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00

BASE BID SCH. 1
SUB-TOTAL: One Million Thirty-Nine Thousand Two Hundred Eleven Dollars and Twenty-Five Cents \$ 1,039,211.25
ITEMS 1-19 "WORDS"

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATIVE BID SCHEDULE 1 - Frontier Manhole Adjustments						
20	710200	ADJUST MANHOLE [FRONTIER]	EA	4	\$ 2,900.00	\$ 11,600.00

ALT. BID SCH. 1
SUB-TOTAL: Eleven Thousand Six Hundred Dollars and Zero Cents \$ 11,600.00
ITEM 20 "WORDS"

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

PROJECT TOTAL
TOTAL: One Million Fifty Thousand Eight Hundred Eleven Dollars and Twenty-Five Cents \$ 1,050,811.25
ITEMS 1-20 "WORDS"

Bidder Data and Signature

Name of Bidder: LC Paving & Sealing, Inc.

Type of organization: Corporation

Person(s) authorized to sign for Bidder: _____

Jose Salinas; President, Vice President & Secretary

Note:

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

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

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

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

Business Street Address: 620 Alpine Way
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Escondido CA 92029

P.O. Box- Number: _____

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

Phone: (760) 752-1743

Facsimile: (760) 752-1674

E-mail: Marisa@lcpaving.com

Contractor's license number: 621610

License Classification(s): A, B, & C-12

Expiration date: 08/31/2026

Department of Industrial Relations Registration Number: 1000004325

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:

**Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064**

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):

Jose Salinas

Title:

LC Paving & Sealing, Inc.

“Contractor”

Subcontractor List

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

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

Name of Bidder (Prime/General Contractor): LC Paving & Sealing, Inc.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	Pavement Recycling Systems, Inc	569352	1000003363	10240 San Sevaine Way Jurupa Valley CA 91752	Cold Milling In Place	<input checked="" type="checkbox"/>
2.	Chrisp Company	374600	1000000306	2280 S.Lilac Ave Bloomington CA	Striping & Signage	<input type="checkbox"/>
3.	APCO	283095	1000004858	PO Box 790 Goshen CA 93227	AC Berm	<input checked="" type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

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

Percent of work to be performed by Subcontractors: 4.00 %

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 LC Paving & Sealing, Inc. (Company),
the party making the foregoing bid.

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

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

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

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

February (Month) 11 (Day) of 2020 (Year),
at Escondido (City), Ca (State).

Signature of Declarant: _____

Printed name of Declarant: Jose Salinas

Name of Bidder (Company): LC Paving & Sealing, Inc.

Title or Office: President

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

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 San Diego)

On February 11, 2020 before me, Marisa Haas, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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


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

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

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

Option #1 – Certification

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

<i>Contractor Name/Financial Institution (Printed)</i> LC Paving & Sealing, Inc.		<i>Federal ID Number (or n/a)</i> 27-2327769
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jose Salinas; President		
<i>Date Executed</i> 2/11/2026	<i>Executed in</i> Escandida CRT	

Option #2 – Exemption

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

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

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

Opt Out of Payment Adjustments for Price Index Fluctuations

Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

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: 2/11/2024

Company Name (Bidder): LC Paving & Sealing, Inc.

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

Name (printed): Jose Salinas

Title: President

Bid Bond

Recitals:

1. LC Paving & Sealing, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Contreras Road and Johnson Road Resurfacing, Contreras Road: Johnson Road to 0.25 Mile North of SH-371, Johnson Road: Contreras Road to 0.50 Mile Easterly, Community of Anza, Project No. D1-0064** in accordance with a Notice Inviting Bids from the County.
2. Great Midwest Insurance Company a Texas corporation, hereafter called "Surety", is the surety of this bond.


Agreement:


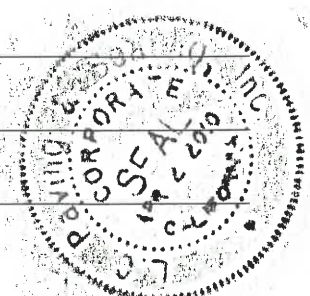
We, Contractor as Principal and Surety as Surety, jointly and severally agree and state as follows:

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: February 3, 2026

Signatures:

Great Midwest Insurance Company
 By: 
 Title: Attorney in Fact
 "Surety"
 Please See Attached California All-Purpose Acknowledgment for Surety
 STATE OF See Attached
 COUNTY _____
 OF _____

LC Paving & Sealing, Inc.
 By: 
 Title: President
 "Contractor"


} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

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 San Diego)

On February 11, 2024 before me, Marisa Haas, Notary Public
(insert name and title of the officer)

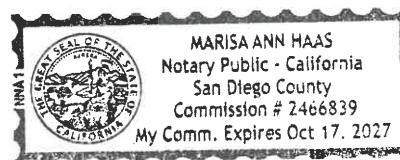
personally appeared Jose Salinas,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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 San Diego

On February 3, 2026 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Sarah Myers, Janice Martin, Maria Guise, Ryan Warnock, Lawrence F. McMahon, Maria Hallmark

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.



GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

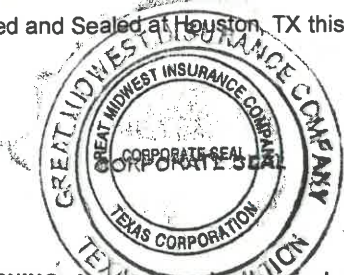


BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 3rd Day of February 2026



BY Patricia Ryan
Patricia Ryan
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

- 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

GREAT MIDWEST INSURANCE COMPANY

**800 GESSNER, SUITE 600
HOUSTON, TX 77024-1206
800-829-8165**

Old Company Names

Effective Date

Agent For Service

Yvette Cleveland, c/o
455 Capitol Mall Complex
Suite 217
Sacramento CA 95814

Reference Information

NAIC #:	18694
California Company ID #:	5780-2
Date Authorized in California:	08/07/2012
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	TEXAS

[back to top](#)

NAIC Group List

NAIC Group #: **4381** Skyward Specialty Ins Grp Inc Grp

Lines Of Business

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

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

[back to top](#)



620 Alpine Way
Escondido, Ca 92029
760.752.1743

February 12, 2026

County of Riverside Transportation Department
Attn: Jonathan Reyes
3525 14th Street
Riverside, CA 92501

RE: Inadvertent Errors on Bid Form (Contreras Rd & Johnson Rd Resurfacing D1-0064)

Hello Jonathan,

L.C. Paving & Sealing, Inc. made an error on page B6 (Subcontractor List) in the bid package for the above referenced project. We typed in the item description but not the item number.

The Item Numbers are as follows Item # 6 Grinding Asphalt in place or cold milling in place (Pavement Recycling Systems Inc. Partial Work). Item #'s 15, 16, 17, & 18 Signage, Thermoplastic Striping, Paint Traffic Stripe (2 Coats) Chrisp Company was listed under striping & signage. APCO was listed for AC Berm (partial work) for A/C Berm when Item #'s 9, 11, & 12 L.C. Paving is providing trucking and A/C Materials for these Items. We have also updated page B6 and it is attached to this email as well. We are sorry for any inconvenience this may have caused.

Best Regards,

Jose Salinas
President
L.C. Paving & Sealing, Inc.

Subcontractor List

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

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

Name of Bidder (Prime/General Contractor): LC Paving & Sealing, Inc.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	Pavement Recycling Systems, Inc	569352	1000003363	10240 San Sevaine Way Jurupa Valley CA 91752	Cold Milling In Place Line Item # 6	<input checked="" type="checkbox"/>
2.	Chrisp Company	374600	1000000306	2280 S.Lilac Ave Bloomington CA	Striping & Signage Line Item 15-18	<input type="checkbox"/>
3.	APCO	283095	1000004858	PO Box 790 Goshen CA 93227	AC Berm Line Item 9, 11-12	<input checked="" type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

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

Percent of work to be performed by Subcontractors: 4.00 %

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



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

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

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

Russell Williams
*Deputy for Transportation/
Planning and Development*

Transportation Department

ADDENDUM NUMBER 1

Dated February 3, 2026

**to the
Specifications and Contract Documents
for the construction of**

**Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064**

**Bids Due: (Revised)
Wednesday, February 11, 2026; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780**

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

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

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

**Wednesday, February 11, 2026; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780**

Item 2: Hot Mix Asphalt – Material Transfer Vehicle. Refer to Section 39-2, Hot Mix Asphalt, on pages 32 through 47 of the Special Provisions.

- Delete sub-Section 39-2.01(1d.5), Placing HMA, on page 38 of the special provisions, and replace it with the following:

39-2.01(1d.5) Placing HMA

Asphalt paving equipment shall be in conformance with the provisions of Section 39-2.01C(2), "Spreading and Compacting Equipment" of the Standard Specifications. Spreading and Compacting shall be in accordance with this Section and the provisions in Section 39-2.01C, "Construction" of the Standard Specifications.

When placing asphalt concrete to the lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. When directed, the Contractor shall use a ski device with a minimum length of 30 feet. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet. The end of the screed farthest from centerline shall be controlled by an automatic transverse slope device set to reproduce the cross slope designated by the Engineer, by a sensor activated by a similar ski device or as directed by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.12 inch tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same way it was controlled when placing the initial mat.

The Contractor shall use a Material Transfer Vehicle (MTV) or shuttle buggy for transporting and placing HMA to improve mat homogeneity, reduce segregation, and maintain surface texture.

1. The MTV shall be equipped with a continuous mixing and delivery system capable of remixing and transporting the HMA from the feed to the placement point.
2. The Contractor shall maintain the MTV in good working order and operate it according to the manufacturer's instructions.
3. Placement using the MTV shall not cause segregation, temperature loss, or other deficiencies in the HMA.
4. Placement with the MTV shall comply with all other requirements of Section 39 and these Special Provisions, including lift thickness, compaction, and smoothness.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, of Section 39-2.01C, "Construction" of the Standard Specifications or elsewhere in these Special Provisions, the paving operations shall be discontinued, and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

Should the automatic screed controls fail to operate properly during a day's work, the Contractor may manually control the spreading equipment for the remainder of that day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the provisions in this section before starting another day's work.

Addendum No. 1

Contreras Road and Johnson Road Resurfacing

Community of Anza

Project No. D1-0064

February 3, 2026

Page 3 of 4

- Delete the first paragraph in sub-Section 39-2.01(1e), Payment, on page 46 of the special provisions, and replace it with the following paragraph:

The contract bid price paid per ton for Hot Mix Asphalt Type A (HMA-A) shown in bid proposal shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals, and for doing all the work involved including the sampling and testing of HMA quality characteristics, sampling and testing of density cores, profilograph, abrasive grinding (if required from result of profilograph), furnishing, operating, and maintaining the Material Transfer Vehicle (MTV) or shuttle buggy, and furnishing and applying liquid asphalt (prime coat) and asphaltic emulsion (paint binder/tack coat).

ATTACHMENTS

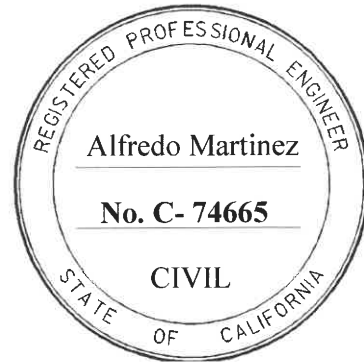
None

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


Recommended by:



Alfredo Martinez / PE
Engineering Project Manager



Concurrence: Item No. 2 spec prepared by Materials
Engineering Project Manager, Elmer Datuin, PE



Cesar Tolentino, PE
Engineering Division Manager

Acknowledged:



(Contractor)

Date: 

JRJ: jrj

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding 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).



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

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

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

*Russell Williams
Deputy for Transportation/
Planning and Development*

Transportation Department

ADDENDUM NUMBER 1

Dated February 3, 2026

**to the
Specifications and Contract Documents
for the construction of**

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Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
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ATTACHMENTS

None

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


Recommended by:



Alfredo Martinez, PE
Engineering Project Manager



Concurrence: Item No. 2 spec prepared by Materials
Engineering Project Manager, Elmer Datuin, PE

 for 2/03/2026

Cesar Tolentino, PE
Engineering Division Manager

Acknowledged: _____ Date: _____
(Contractor)

JRJ: jrj

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**Riverside County Transportation Department
Summary of Bids**

PROJECT: Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

Advertised: January 13, 2026 (Agenda Item: 3.51)
 Addenda: 1(2/3/2026)
 Bids Open: 2 pm Date: Wednesday, February 11, 2026

	Company Name	BASE BID SCHEDULE 1 Contreras Road and Johnson Road Resurfacing	ALTERNATIVE BID SCHEDULE 1 Frontier Manhole Adjustments	Project Total
	COUNTY'S ESTIMATE	993,936.00	8,000.00	\$1,001,936.00
1	LC Paving & Sealing, Inc.	1,039,211.25	11,600.00	\$1,050,811.25
2	Calmex Engineering, Inc.	1,070,659.70	12,200.00	\$1,082,859.70
3	Onyx Paving Company, Inc.	1,085,000.00	11,000.00	\$1,096,000.00
4	All American Asphalt	1,083,877.00	15,200.00	\$1,099,077.00
5	Eagle Paving, LLC	1,103,649.50	10,000.00	\$1,113,649.50
6	R.J. Noble Company	1,116,145.50	10,000.00	\$1,126,145.50
7	Vance Corporation	1,116,706.97	22,000.00	\$1,138,706.97
8	Romero General Construction Corp.	1,128,340.00	11,800.00	\$1,140,140.00
9	Hardy & Harper, Inc.	1,159,000.00	16,000.00	\$1,175,000.00
10	Granite Construction Company	1,187,000.00	10,000.00	\$1,197,000.00
11	LCR Earthwork & Engineering, Corp.	1,221,184.00	20,000.00	\$1,241,184.00
	<i>Average Bid Prices</i>	\$1,119,161.27	\$13,618.18	\$1,132,779.45

Riverside County Transportation Department
Summary of Bids

PROJECT: Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
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Advertised: January 13, 2026 (Agenda Item: 3.51)

Addenda: 1(2/3/2026)

Bids Open: 2 pm Date: Wednesday, February 11, 2026

BASE BID SCHEDULE 1 - Contreras Road and Johnson Road Resurfacing					COUNTY'S ESTIMATE		LC Paving & Sealing, Inc. ¹ Escondido, CA 92029	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	15,000.00	15,000.00	35,000.00	35,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	20,000.00	20,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00	47,000.00	47,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	6,600.00	6,600.00
5	170103	CLEARING AND GRUBBING	LS	1	15,000.00	15,000.00	9,500.00	9,500.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	20,535	3.00	61,605.00	2.85	58,524.75
7	390132	HOT MIX ASPHALT (TYPE A)	TON	5,667	120.00	680,040.00	121.00	685,707.00
8	190185	SHOULDER BACKING	LF	7,818	2.00	15,636.00	5.00	39,090.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	329	20.00	6,580.00	16.00	5,264.00
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	435	25.00	10,875.00	9.50	4,132.50
11	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	1,093	20.00	21,860.00	10.00	10,930.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	2,658	20.00	53,160.00	8.50	22,593.00
13	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	1	2,500.00	2,500.00	4,700.00	4,700.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	2,000.00	2,000.00	7,000.00	7,000.00
15	820410	SALVAGE ROADSIDE SIGN	EA	8	150.00	1,200.00	55.00	440.00
16	820840	ROADSIDE SIGN - ONE POST	EA	8	350.00	2,800.00	725.00	5,800.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	90	7.00	630.00	54.50	4,905.00
18	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	50	1.00	50.00	40.50	2,025.00
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
BASE BID SCHEDULE SUB-TOTAL ITEMS 1-19						993,936.00		1,039,211.25

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

Advertised: January 13, 2026 (Agenda Item: 3.51)
 Addenda: 1(2/3/2026)
 Bids Open: 2 pm Date: Wednesday, February 11, 2026

ALTERNATIVE BID SCHEDULE 1 - Frontier Manhole Adjustments					COUNTY'S ESTIMATE		LC Paving & Sealing, Inc. ¹ Escondido, CA 92029	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	710200	ADJUST MANHOLE [FRONTIER]	EA	4	2,000.00	8,000.00	2,900.00	11,600.00
		ALT BID SCHEDULE 1 SUB-TOTAL ITEM 20				8,000.00		11,600.00

PROJECT TOTAL ITEMS 1 - 20					1,001,936.00		1,050,811.25	
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Riverside County Transportation Department
Summary of Bids

PROJECT: Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

Advertised: January 13, 2026 (Agenda Item: 3.51)

Addenda: 1(2/3/2026)

Bids Open: 2 pm Date: Wednesday, February 11, 2026

BASE BID SCHEDULE 1 - Contreras Road and Johnson Road Resurfacing					2 Calmex Engineering, Inc. Bloomington, CA 92316		3 Onyx Paving Company, Inc. Yorba Linda, CA 92887	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	15,000.00	15,000.00	10,500.00	10,500.00
2	100100	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	4,200.00	4,200.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00	108,218.45	108,218.45
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	7,500.00	7,500.00
5	170103	CLEARING AND GRUBBING	LS	1	22,500.00	22,500.00	12,000.00	12,000.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	20,535	4.40	90,354.00	2.45	50,310.75
7	390132	HOT MIX ASPHALT (TYPE A)	TON	5,667	136.00	770,712.00	129.00	731,043.00
8	190185	SHOULDER BACKING	LF	7,818	3.15	24,626.70	5.00	39,090.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	329	3.70	1,217.30	6.36	2,092.44
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	435	11.00	4,785.00	11.00	4,785.00
11	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	1,093	3.70	4,044.10	6.36	6,951.48
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	2,658	3.70	9,834.60	6.36	16,904.88
13	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	1	11,200.00	11,200.00	10,000.00	10,000.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	590.00	590.00	3,500.00	3,500.00
15	820410	SALVAGE ROADSIDE SIGN	EA	8	152.00	1,216.00	159.00	1,272.00
16	820840	ROADSIDE SIGN - ONE POST	EA	8	410.00	3,280.00	424.00	3,392.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	90	45.00	4,050.00	21.00	1,890.00
18	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	50	45.00	2,250.00	27.00	1,350.00
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
BASE BID SCHEDULE SUB-TOTAL ITEMS 1-19						1,070,659.70		1,085,000.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

Advertised: January 13, 2026 (Agenda Item: 3.51)
 Addenda: 1(2/3/2026)
 Bids Open: 2 pm Date: Wednesday, February 11, 2026

ALTERNATIVE BID SCHEDULE 1 - Frontier Manhole Adjustments					² Calmex Engineering, Inc. Bloomington, CA 92316		³ Onyx Paving Company, Inc. Yorba Linda, CA 92887	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	710200	ADJUST MANHOLE [FRONTIER]	EA	4	3,050.00	12,200.00	2,750.00	11,000.00
		ALT BID SCHEDULE 1 SUB-TOTAL ITEM 20				12,200.00		11,000.00

PROJECT TOTAL ITEMS 1 - 20					1,082,859.70		1,096,000.00	
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Riverside County Transportation Department
Summary of Bids

PROJECT: Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

Advertised: January 13, 2026 (Agenda Item: 3.51)

Addenda: 1(2/3/2026)

Bids Open: 2 pm Date: Wednesday, February 11, 2026

BASE BID SCHEDULE 1 - Contreras Road and Johnson Road Resurfacing					4 All American Asphalt Corona, CA 92879		5 Eagle Paving, LLC Poway, CA 92064	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	70,000.00	70,000.00	105,000.00	105,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	10,000.00	10,000.00	15,000.00	15,000.00
5	170103	CLEARING AND GRUBBING	LS	1	50,000.00	50,000.00	10,000.00	10,000.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	20,535	3.20	65,712.00	3.90	80,086.50
7	390132	HOT MIX ASPHALT (TYPE A)	TON	5,667	130.00	736,710.00	127.00	719,709.00
8	190185	SHOULDER BACKING	LF	7,818	3.00	23,454.00	6.00	46,908.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	329	5.70	1,875.30	8.50	2,796.50
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	435	13.00	5,655.00	9.00	3,915.00
11	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	1,093	5.70	6,230.10	8.50	9,290.50
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	2,658	5.70	15,150.60	6.00	15,948.00
13	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	1	10,000.00	10,000.00	7,000.00	7,000.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	1,300.00	1,300.00	1,800.00	1,800.00
15	820410	SALVAGE ROADSIDE SIGN	EA	8	157.00	1,256.00	12.00	96.00
16	820840	ROADSIDE SIGN - ONE POST	EA	8	418.00	3,344.00	215.00	1,720.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	90	21.00	1,890.00	32.00	2,880.00
18	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	50	26.00	1,300.00	30.00	1,500.00
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
BASE BID SCHEDULE SUB-TOTAL ITEMS 1-19						1,083,877.00		1,103,649.50

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

Advertised: January 13, 2026 (Agenda Item: 3.51)
 Addenda: 1(2/3/2026)
 Bids Open: 2 pm Date: Wednesday, February 11, 2026

ALTERNATIVE BID SCHEDULE 1 - Frontier Manhole Adjustments					4 All American Asphalt Corona, CA 92879		5 Eagle Paving, LLC Poway, CA 92064	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	710200	ADJUST MANHOLE [FRONTIER]	EA	4	3,800.00	15,200.00	2,500.00	10,000.00
		ALT BID SCHEDULE 1 SUB-TOTAL ITEM 20				15,200.00		10,000.00

PROJECT TOTAL ITEMS 1 - 20					1,099,077.00		1,113,649.50	
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Riverside County Transportation Department
Summary of Bids

PROJECT: Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

Advertised: January 13, 2026 (Agenda Item: 3.51)

Addenda: 1(2/3/2026)

Bids Open: 2 pm Date: Wednesday, February 11, 2026

BASE BID SCHEDULE 1 - Contreras Road and Johnson Road Resurfacing					6 R.J. Noble Company Orange, CA 92856		7 Vance Corporation Beaumont, CA 92223	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	500.00	500.00	17,734.00	17,734.00
2	100100	DEVELOP WATER SUPPLY	LS	1	1,500.00	1,500.00	16,613.00	16,613.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	305,000.00	305,000.00	22,192.00	22,192.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	750.00	750.00	9,425.00	9,425.00
5	170103	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	18,826.00	18,826.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	20,535	3.70	75,979.50	3.09	63,453.15
7	390132	HOT MIX ASPHALT (TYPE A)	TON	5,667	100.00	566,700.00	145.00	821,715.00
8	190185	SHOULDER BACKING	LF	7,818	5.00	39,090.00	2.69	21,030.42
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	329	3.50	1,151.50	6.03	1,983.87
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	435	8.00	3,480.00	19.00	8,265.00
11	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	1,093	3.50	3,825.50	6.03	6,590.79
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	2,658	3.50	9,303.00	6.03	16,027.74
13	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	1	22,000.00	22,000.00	15,178.00	15,178.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	3,250.00	3,250.00	1,175.00	1,175.00
15	820410	SALVAGE ROADSIDE SIGN	EA	8	14.50	116.00	11.00	88.00
16	820840	ROADSIDE SIGN - ONE POST	EA	8	300.00	2,400.00	225.00	1,800.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	90	45.00	4,050.00	34.00	3,060.00
18	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	50	41.00	2,050.00	31.00	1,550.00
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
		BASE BID SCHEDULE SUB-TOTAL ITEMS 1-19				1,116,145.50		1,116,706.97

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

Advertised: January 13, 2026 (Agenda Item: 3.51)
 Addenda: 1(2/3/2026)
 Bids Open: 2 pm Date: Wednesday, February 11, 2026

ALTERNATIVE BID SCHEDULE 1 - Frontier Manhole Adjustments					6 R.J. Noble Company Orange, CA 92856		7 Vance Corporation Beaumont, CA 92223	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	710200	ADJUST MANHOLE [FRONTIER]	EA	4	2,500.00	10,000.00	5,500.00	22,000.00
		ALT BID SCHEDULE 1 SUB-TOTAL ITEM 20				10,000.00		22,000.00

PROJECT TOTAL ITEMS 1 - 20					1,126,145.50		1,138,706.97	
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Riverside County Transportation Department
Summary of Bids

PROJECT: Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

Advertised: January 13, 2026 (Agenda Item: 3.51)

Addenda: 1(2/3/2026)

Bids Open: 2 pm Date: Wednesday, February 11, 2026

BASE BID SCHEDULE 1 - Contreras Road and Johnson Road Resurfacing					8 Romero General Construction Corp. Escondido, CA 92026		9 Hardy & Harper, Inc. Lake Forest, CA 92630	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	15,000.00	15,000.00	16,044.00	16,044.00
2	100100	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	10,800.00	10,800.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	158,168.50	158,168.50	185,000.00	185,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	5,400.00	5,400.00
5	170103	CLEARING AND GRUBBING	LS	1	15,000.00	15,000.00	49,374.50	49,374.50
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	20,535	2.30	47,230.50	2.50	51,337.50
7	390132	HOT MIX ASPHALT (TYPE A)	TON	5,667	125.00	708,375.00	112.00	634,704.00
8	190185	SHOULDER BACKING	LF	7,818	6.00	46,908.00	8.00	62,544.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	329	5.35	1,760.15	7.00	2,303.00
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	435	30.00	13,050.00	20.00	8,700.00
11	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	1,093	5.35	5,847.55	15.00	16,395.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	2,658	5.35	14,220.30	6.00	15,948.00
13	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	1	10,000.00	10,000.00	10,000.00	10,000.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	2,000.00	2,000.00	13,000.00	13,000.00
15	820410	SALVAGE ROADSIDE SIGN	EA	8	10.00	80.00	150.00	1,200.00
16	820840	ROADSIDE SIGN - ONE POST	EA	8	200.00	1,600.00	400.00	3,200.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	90	30.00	2,700.00	20.00	1,800.00
18	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	50	28.00	1,400.00	25.00	1,250.00
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
BASE BID SCHEDULE SUB-TOTAL ITEMS 1-19						1,128,340.00		1,159,000.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

Advertised: January 13, 2026 (Agenda Item: 3.51)
 Addenda: 1(2/3/2026)
 Bids Open: 2 pm Date: Wednesday, February 11, 2026

ALTERNATIVE BID SCHEDULE 1 - Frontier Manhole Adjustments					8 Romero General Construction Corp. Escondido, CA 92026		9 Hardy & Harper, Inc. Lake Forest, CA 92630	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	710200	ADJUST MANHOLE [FRONTIER]	EA	4	2,950.00	11,800.00	4,000.00	16,000.00
		ALT BID SCHEDULE 1 SUB-TOTAL ITEM 20				11,800.00		16,000.00

PROJECT TOTAL ITEMS 1 - 20					1,140,140.00		1,175,000.00	
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Riverside County Transportation Department
Summary of Bids

PROJECT: Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

Advertised: January 13, 2026 (Agenda Item: 3.51)

Addenda: 1(2/3/2026)

Bids Open: 2 pm Date: Wednesday, February 11, 2026

BASE BID SCHEDULE 1 - Contreras Road and Johnson Road Resurfacing					10 Granite Construction Company Indio, CA 92203		11 LCR Earthwork & Engineering, Corp. Jurupa Valley, CA 92509	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	25,000.00	25,000.00	20,000.00	20,000.00
2	100100	DEVELOP WATER SUPPLY	LS	1	35,000.00	35,000.00	6,000.00	6,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	61,330.00	61,330.00	80,000.00	80,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	10,000.00	10,000.00	8,000.00	8,000.00
5	170103	CLEARING AND GRUBBING	LS	1	64,000.00	64,000.00	20,000.00	20,000.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	20,535	4.00	82,140.00	5.00	102,675.00
7	390132	HOT MIX ASPHALT (TYPE A)	TON	5,667	135.00	765,045.00	140.00	793,380.00
8	190185	SHOULDER BACKING	LF	7,818	3.00	23,454.00	3.00	23,454.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	329	3.95	1,299.55	20.00	6,580.00
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	435	27.00	11,745.00	9.00	3,915.00
11	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	1,093	3.95	4,317.35	20.00	21,860.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	2,658	3.95	10,499.10	20.00	53,160.00
13	017301	MINOR CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	EA	1	15,000.00	15,000.00	3,000.00	3,000.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	720.00	720.00	1,500.00	1,500.00
15	820410	SALVAGE ROADSIDE SIGN	EA	8	150.00	1,200.00	20.00	160.00
16	820840	ROADSIDE SIGN - ONE POST	EA	8	400.00	3,200.00	300.00	2,400.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	90	20.00	1,800.00	40.00	3,600.00
18	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	50	25.00	1,250.00	30.00	1,500.00
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
BASE BID SCHEDULE SUB-TOTAL ITEMS 1-19						1,187,000.00		1,221,184.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Contreras Road and Johnson Road Resurfacing
Contreras Road: Johnson Road to 0.25 Mile North of SH-371
Johnson Road: Contreras Road to 0.50 Mile Easterly
Community of Anza
Project No. D1-0064

Advertised: January 13, 2026 (Agenda Item: 3.51)
 Addenda: 1(2/3/2026)
 Bids Open: 2 pm Date: Wednesday, February 11, 2026

ALTERNATIVE BID SCHEDULE 1 - Frontier Manhole Adjustments					10 Granite Construction Company Indio, CA 92203		11 LCR Earthwork & Engineering, Corp. Jurupa Valley, CA 92509	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	710200	ADJUST MANHOLE [FRONTIER]	EA	4	2,500.00	10,000.00	5,000.00	20,000.00
		ALT BID SCHEDULE 1 SUB-TOTAL ITEM 20				10,000.00		20,000.00

PROJECT TOTAL ITEMS 1 - 20					1,197,000.00		1,241,184.00	
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Attachment "A"

Riverside County Transportation Department

Project: **CONTRERAS RD/JOHNSON RD
RESURFACING**

Project No.(s): **D1-0064**

Expenses as of: **3/20/2026**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
A Preliminary Survey					
B Design	161,620	5,000	166,620	167,000	167,000
C Environmental	2,153		2,153	2,000	3,000
D Right-of-way					
E Construction		1,039,211	1,143,132	1,205,000	1,144,000
Construction Contingency 10%		103,921			
F Construction Engineering & Inspection 15%	12,287	143,595	155,882	240,000	156,000
G Construction Survey 5%	10,649	41,311	51,961	60,000	52,000
H Utilities					
Totals:	186,709	1,333,039	1,519,748	1,674,000	1,522,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	1,674,000	1,522,000
Totals:		1,674,000	1,522,000

Comments

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

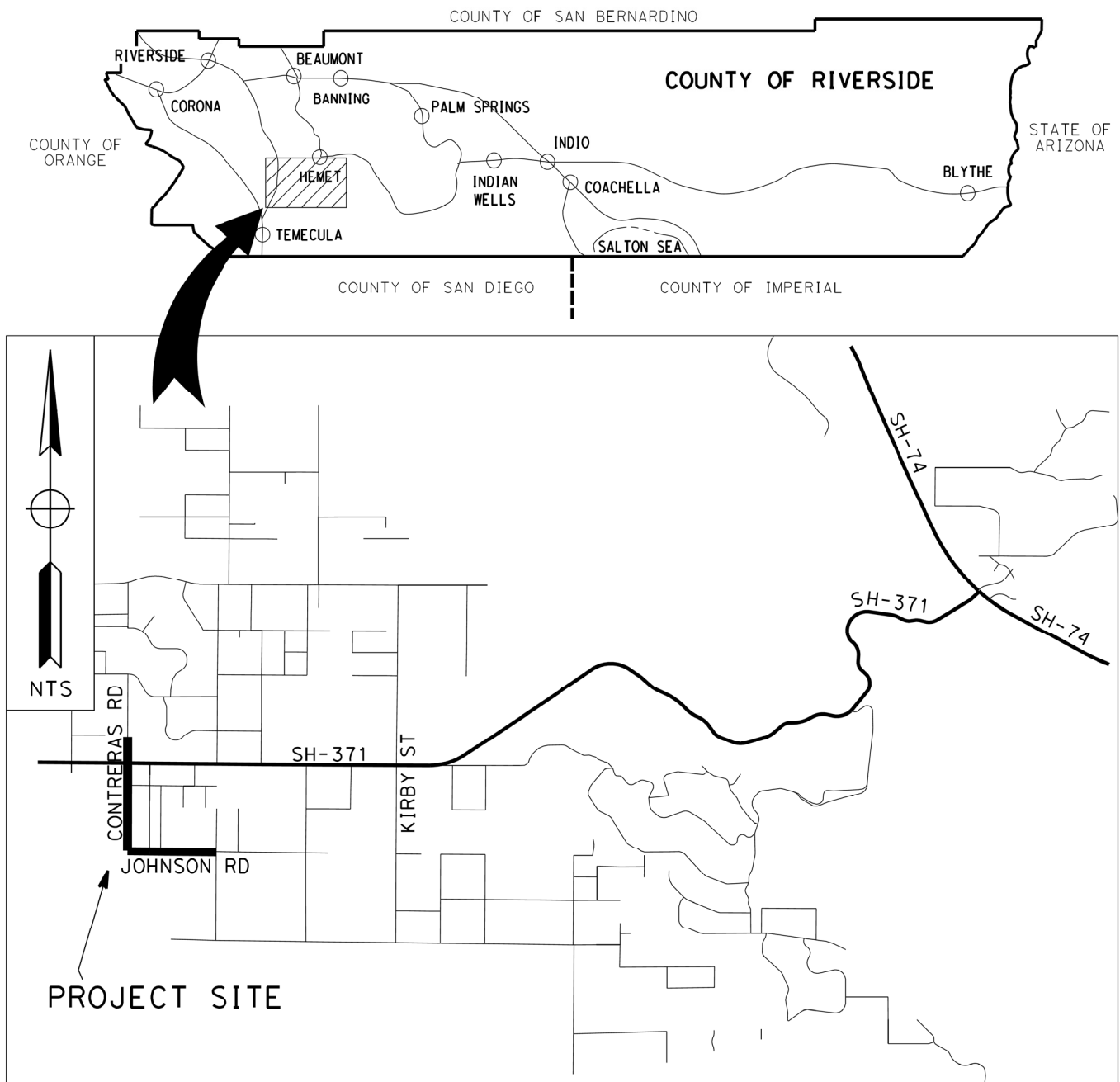
CONTRERAS ROAD AND JOHNSON ROAD RESURFACING

CONTRERAS ROAD: JOHNSON ROAD TO 0.25 MILE NORTH OF SH-371

JOHNSON ROAD: CONTRERAS ROAD TO 0.50 MILE EASTERLY

COMMUNITY OF ANZA

PROJECT No. D1-0064



VICINITY MAP