

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

444A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
July 6, 2009

**SUBJECT:** Construction of sidewalk and roadway improvements on Garfield Avenue from Center Street to Spring Street, in the Highgrove area.

**RECOMMENDED MOTION:** That the Board accept the low responsive and responsible bid of Marwan AlAbbasi of Riverside, CA in the amount of \$91,030. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

**BACKGROUND:** By Minute Order dated May 5, 2009 (agenda item 3.31) the Board authorized the Clerk of the Board to advertise for the construction of sidewalk and roadway improvements on Garfield Avenue from Center Street to Spring Street, in the Highgrove area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, May 27, 2009. Twelve responsive bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive bid was submitted by

Juan C. Perez  
Director of Transportation

JCP:jrj  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 91,030	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	2009/2010
<b>SOURCE OF FUNDS:</b> State Safe Route to Schools (52%), RDA (48%)			<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
			<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

BY:   
Tina Grande

County Executive Office Signature

FORM APPROVED BY COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE: Departmental Concurrence

Policy  
 Consent  
 Dept't Recomm.:  
 Policy  
 Consent  
 Per Exec. Ofc.:

Prev. Agn. Ref. 12/11/07, Item 3.9 | District: 5 | Agenda Number:  
5/5/09, Item 3.31

**ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD**

**3.90**

The Honorable Board of Supervisors

RE: Construction of sidewalk and roadway improvements on Garfield Avenue from Center Street to Spring Street, in the Highgrove area.

July 6, 2009

Page 2 of 2

Marwan AlAbbasi in the amount of \$91,030. The bid is \$55,685 (38%) less than the Engineer's Estimate. The contractor is qualified.

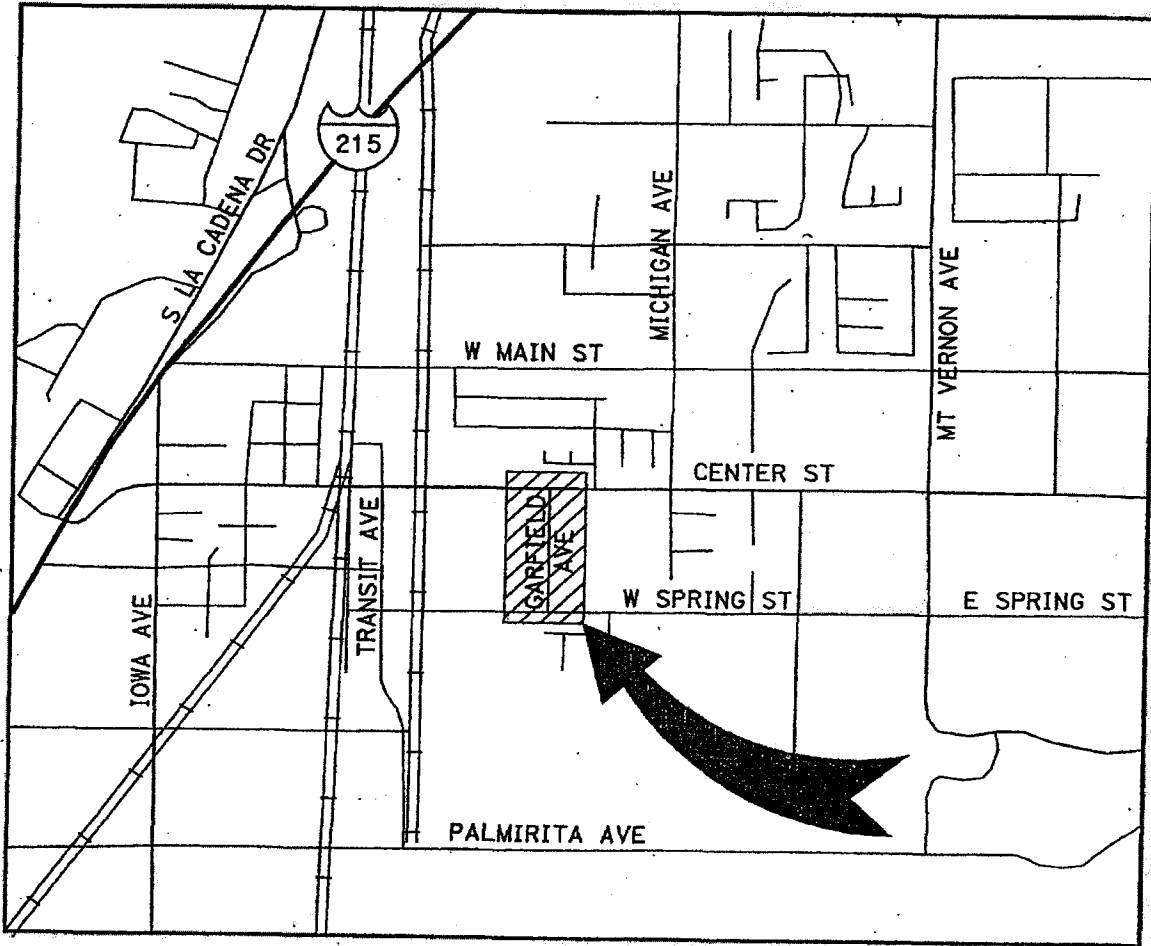
The proposed work includes the construction of sidewalk on the east side of Garfield Avenue along the west side of Highgrove Elementary School that also includes the construction of new accessible curb ramps at the intersection of Garfield Avenue and Center Street. The proposed work will increase safety by improving pedestrian access to and from the school area.

The Project will be partially funded by the Redevelopment Agency under the terms of a cooperative agreement that was approved by the Board of Supervisors on December 11, 2007 (Item 3.9). The proposed work will also be funded by the State of California's Safe Route to School program for which the County successfully competed.

The project is within the existing budget shown on the Attachment A.

The Contractor has executed the contract and has provided bonds and insurance documents which meet the requirements of the contract.

Project No. B7-0763



**VICINITY MAP**

# Attachment "A"

Riverside County Transportation Department

Project: **Garfield Avenue Sidewalk Improvements**

Project No.(s): **B7-0763**

6/17/2009

## Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey	2,327	2,000	4,327	20,000
Environmental	64	100	164	1,000
Design	34,413	35,400	69,813	52,000
Right-of-way				
Utilities				2,000
Construction		91,030	91,030	176,000
Construction Contingency 25%		22,758	22,758	
Construction Engineering & Inspection 44%	2,280	37,720	40,000	50,000
Construction Survey 22%		20,000	20,000	10,000
<b>Totals:</b>	<b>39,084</b>	<b>209,008</b>	<b>248,092</b>	<b>311,000</b>

## Project Funding

Code	Name	Existing Budget
132	SRTS - Safe Routes to Schools	163,000
332	Redevelopment Agency	148,000
<b>Totals</b>		<b>311,000</b>

## Comments

A funding agreement between RDA and the County in the amount of \$288,000 was approved by the Board on December 11, 2008 (Item 3.9). Due to \$163,000 SR2S funds that were approved for the project after the agreement between RDA and the County, the RDA's contribution will be lessened to approximately \$148,000.



**AGREEMENT**

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **Marwan AlAbbasi**, hereafter c "Contractor".

WITNESSETH

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction County Project, **Garfield Avenue, sidewalk project, From Spring Street to Center Street Project No. B7-0763**, 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 Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (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 May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda No. **None**. (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (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 Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

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

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

- (1) 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.
  - (2) 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.
  - (3) 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.

**GARFIELD AVENUE SIDEWALK PROJECT**  
**FROM SPRING STREET TO CENTER STREET**  
**PROJECT NO. B7-0763**

**AGREEMENT**

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	074020	1	LS	WATER POLLUTION CONTROL	2,500.00	2,500.00
2.	066102	1	LS	DUST ABATEMENT	2,500.00	2,500.00
3.	120100	1	LS	TRAFFIC CONTROL SYSTEM	2,500.00	2,500.00
4.	160101	1	LS	CLEARING AND GRUBBING [INCLUDING THE GRADING BEHIND SIDEWALK AND THE REMOVAL OF THE ASPHALT CONCRETE PILE]	3,500.00	3,500.00
5.	190101	110	CY	ROADWAY EXCAVATION	30.00	3,300.00
6.	220101	1	LS	FINISHING ROADWAY	3,000.00	3,000.00
7.	260201	40	CY	CLASS 2 AGGREGATE BASE	22.00	880.00
8.	390130	160	TON	HOT MIX ASPHALT	79.25	12,680.00
9.	153103	200	SQYD	COLD PLANE ASPHALT CONCRETE PAVEMENT	11.25	2,250.00
10.	394002	220	SQYD	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	11.25	2,475.00
11.	401000	425	SQFT	CONCRETE PAVEMENT	5.00	2,125.00
12.	017304	450	LF	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	16.00	7,200.00
13.	731521	3,800	SQFT	MINOR CONCRETE (SIDEWALK) (CRS 401)	4.50	17,100.00
14.	017310	1	EA	MINOR CONCRETE (DRIVEWAY) (CRS 207A-MODIFIED)	2,900.00	2,900.00
15.	017310	2	EA	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	2,900.00	5,800.00
16.	731623	2	EA	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	1,900.00	3,800.00
17.	510502	1	EA	MINOR CONCRETE (MINOR STRUCTURE) [TRANSITION STRUCTURE]	1,600.00	1,600.00
18.	510502	1	EA	MINOR CONCRETE (MINOR STRUCTURE) [SPLASH PAD STRUCTURE]	1,200.00	1,200.00
19.	731517	250	SQFT	MINOR CONCRETE (GUTTER) [PORTION OF CROSS-GUTTER AND SPANDREL]	6.00	1,500.00
20.	731656	16	SQFT	CURB RAMP DETECTABLE WARNING SURFACE [4'X4' TRUNCATED DOME PANEL PER CRS 403 AND GRIND EXISTING RAMP LIP FROM 1" CF TO 0" CF]	40.00	640.00
21.	000003	3	EA	SIDEWALK DRAIN (SSPWC STD. 151-1)	1,000.00	3,000.00
22.	000003	1	EA	MODIFIED SIDEWALK DRAIN (SSPWC STD. 151-1 @ 60 DEGREE ANGLE)	2,000.00	2,000.00
23.	000003	130	LF	REMOVE AND REPLACE EXISTING CHAIN LINK FENCE/GATE	25.00	3,250.00

# AGREEMENT

(CONTINUED)

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
24.	840519	570	SQFT	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	3.00	1,710.00
25.	840666	70	SQFT	PAINT PAVEMENT MARKING (2-COAT)	6.00	420.00
26.	840656	120	LF	PAINT TRAFFIC STRIPE (2-COAT)	5.00	600.00
27.	152390	3	EA	RELOCATE ROADSIDE SIGN	200.00	600.00

PROJECT TOTAL Ninty one Thousand, Thirty dollars and zero cents \$91,030.00  
ITEMS 1-27 "WORDS"

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

COUNTY OF RIVERSIDE

MARWAN ALABBASI

BY \_\_\_\_\_  
Chairman, Board of Supervisors

BY Marwan Alh

Dated \_\_\_\_\_

TITLE: owner / Self  
(If Corporation, Affix Seal)

ATTEST:  
Kecia Harper-Ihem, Clerk of the Board

ATTEST:  
\_\_\_\_\_

BY \_\_\_\_\_  
Deputy

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

BY \_\_\_\_\_  
"County"  
(Seal)

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

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE \_\_\_\_\_

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

Marwan

declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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; that 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, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 26 (day) of May (month),  
2009 (year) at Riverside, California

Signature of affiant: 

Note: Notarization of signature required

**PERFORMANCE BOND**

**Recitals:**

1. Marwan AlAbbasi (Contractor) has entered into an Agreement dated \_\_\_\_\_ with COUNTY OF RIVERSIDE (County) for construction of public work known as Garfield Avenue sidewalk project, from Spring Street to Center Street, Project No. B7-0763.
  
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 \$ 91,030.00 (Ninty one thousand, thirty dollars and zero cents), and inures to the benefit of County.
  
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the 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 for each party. All signatures must be acknowledged. (Attach acknowledgements).**

**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are Marwan AlAbbasi, 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 dated \_\_\_\_\_, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$ 91, 030.00 (Ninty one thousand, thirty dollars and zero cents)**, the total amount payable. **THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM.** Said contract is for public work generally consisting of **Garfield Avenue sidewalk project, from Spring Street to Center Street, Project No. B7-0763**

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 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 \_\_\_\_\_

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Notary Public (Seal)

**Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.**

PERFORMANCE BOND

Recitals:

1. Marwan AlAbbasi (Contractor) has entered into an Agreement dated MAY 27, 2009 with COUNTY OF RIVERSIDE (County) for construction of public work known as Garfield Avenue sidewalk project, from Spring Street to Center Street, Project No. B7-0763.
2. INDEMNITY COMPANY OF CALIFORNIA, a California 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 \$ 91,030.00 (Ninty one thousand, thirty dollars and zero cents), and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of JUNE 10, 2009

MARWAN ALABBASI

INDEMNITY COMPANY OF CALIFORNIA

By \_\_\_\_\_

By [Signature]

By [Signature]

Type Name FRANK MORONES

Its Attorney in Fact  
"Surety"

Title owner / self  
"Contractor"

(Corporate Seal)

(Corporate Seal)

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

**Acknowledgment**

State of California )  
County of Riverside )

On 10-12-09 before me, Karen Gardner notary public, personally  
(here insert name and title of the officer)

appeared Marwan A Abbassi

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 *Karen Gardner*



POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

\*\*\*Phillip E. Vega, Frank Morones; jointly or severally\*\*\*


as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

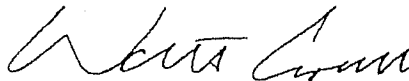
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

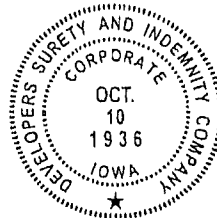
RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By:   
David H. Rhodes, Executive Vice-President

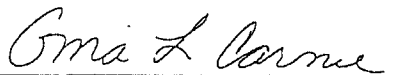
By:   
Walter A. Crowell, Secretary



STATE OF CALIFORNIA ]  
COUNTY OF ORANGE ]

On December 1, 2005 before me, Gina L. Garner, Notary Public (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or 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.

WITNESS my hand and official seal.

Signature 

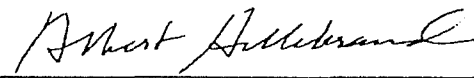
(SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 10TH day of JUNE, 2009.

By:   
Albert Hillebrand, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE }

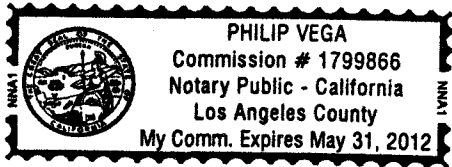
On 6/10/09 before me, Philip Vega, Notary public  
Date Here Insert Name and Title of the Officer

personally appeared Frank Morones  
Name(s) of Signor(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

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

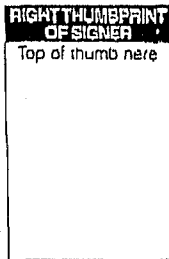
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

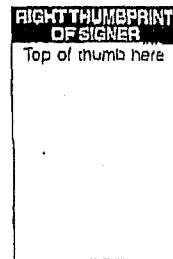
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are Marwan AlAbbasi, as Principal and Original Contractor and INDEMNITY COMPANY OF CALIFORNIA, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated MAY 27, 2009, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 91,030.00 (Ninty one thousand, thirty dollars and zero cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Garfield Avenue sidewalk project, from Spring Street to Center Street, Project No. B7-0763

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: JUNE 10, 2009

MARWAN ALABBASI

Original Contractor - Principal

INDEMNITY COMPANY OF CALIFORNIA

Surety

By *[Signature]*

By *[Signature]*

Its Attorney In Fact FRANK MORONES

Title owner / Self

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

**Acknowledgment**

State of California )  
 )  
County of Riverside )

On 6-12-09 before me, Karen Gardner notary public, personally  
(here insert name and title of the officer)

appeared Marwan Alabbassi

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 Karen Gardner



**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO BOX 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

**\*\*\*Phillip E. Vega, Frank Morones, jointly or severally\*\*\***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

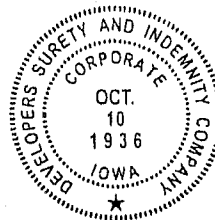
RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By:   
David H. Rhodes, Executive Vice-President

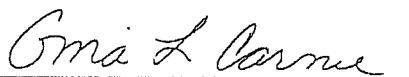
By:   
Walter A. Crowell, Secretary



STATE OF CALIFORNIA ]  
COUNTY OF ORANGE ]

On December 1, 2005 before me, Gina L. Garner, Notary Public (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or 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.

WITNESS my hand and official seal.

Signature 


(SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 10TH day of JUNE, 2009

By:   
Albert Hillebrand, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE

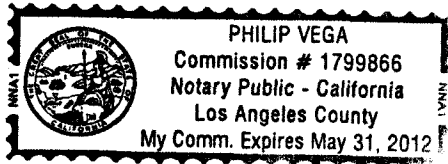
On 6/10/09 before me, Philip Vega, Notary public  
Date Here Insert Name and Title of the Officer

personally appeared Frank Morones  
Name(s) of Signor(s)

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

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

WITNESS my hand and official seal



Place Notary Seal Above

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

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

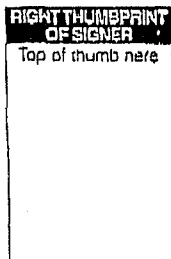
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

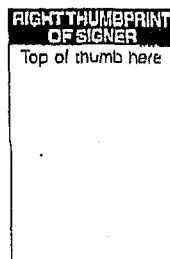
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

## Company Profile

# INDEMNITY COMPANY OF CALIFORNIA

P.O. BOX 19725  
IRVINE, CA 92713  
800-782-1546

### Former Names for Company

**Old Name:** TRANSNATIONAL CASUALTY INS CO      **Effective Date:** 08-12-1976

### Agent for Service of Process

Unable to Locate the Agent for Service of Process?

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### Reference Information

NAIC #:	25550
NAIC Group #:	<u>0075</u>
California Company ID #:	1926-5
Date authorized in California:	August 20, 1968
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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### Lines of Insurance Authorized to Transact

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](#).

SURETY

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### Company Complaint Information

[Company Enforcement Action Documents](#)  
[Company Performance & Comparison Data](#)  
[Composite Complaint Studies](#)

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/17/2009

PRODUCER (909) 987-7600  
Amorelli, Rosemann & Assoc Inc  
3333 E. Concours, Bldg 9-200  
Ontario CA 91764-  
INSURED  
Marwan Alabbasi Mamco Inc  
16810 Van Buren Blvd. Ste 200  
Riverside CA 92504-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Landmark American Ins Co	33138
INSURER B:	Everest Ins Co.	10120
INSURER C:	Hartford Insurance Co	29424
INSURER D:	Mercury Casualty Ins. Co.	11908
INSURER E:		

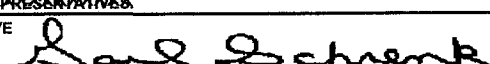
## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
LTR	INSRD						
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LHA133195	06/18/2008	06/18/2009	EACH OCCURRENCE	\$ 2,000,000
				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
				/ /	/ /	MED EXP (Any one person)	\$ 0
				/ /	/ /	PERSONAL & ADV INJURY	\$ 2,000,000
				/ /	/ /	GENERAL AGGREGATE	\$ 2,000,000
				/ /	/ /	PRODUCTS - COMP/OP AGG	\$ 2,000,000
D	X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AC11086065	04/28/2009	04/28/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
				/ /	/ /	BODILY INJURY (Per person)	\$
				/ /	/ /	BODILY INJURY (Per accident)	\$
				/ /	/ /	PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT	\$
				/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	\$
				/ /	/ /	AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$		/ /	/ /	EACH OCCURRENCE	\$
				/ /	/ /	AGGREGATE	\$
				/ /	/ /		\$
				/ /	/ /		\$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	76000014954091	03/12/2009	03/12/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
C		OTHER	72MSJR9911	12/08/2008	12/08/2009	BUILDERS RISK	1,110,000
				/ /	/ /	DED \$5000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 JOB GARFIELD AVE SIDEWALK PROJECT FROM SPRING STREET TO CENTER STREET #B7-0763/CERT HOLDER, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE NAMED AS ADD'L INSUREDS ON GL & AUTO/WAVIER OF SUBROGATION ON WC APPLIES PER ATTACHED ENDORSEMENT

**CERTIFICATE HOLDER**  
 ( ) - ( ) -  
 COUNTY OF RIVERSIDE  
 DEPT OF TRANSPORTATION  
 3525 14TH STREET  
 RIVERSIDE CA 92501-

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY~~ ~~THE~~ ~~INSURER'S~~ ~~LOCAL~~ ~~REPRESENTATIVE~~  
 AUTHORIZED REPRESENTATIVE  


## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

*This Endorsement Changes The Policy. Please Read It Carefully.*

**ADDITIONAL INSURED  
BLANKET – PRIMARY AND YOUR WORK**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

SCHEDULE	
<b>Name of Person or Organization:</b>	Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".
- B. If you are required by a written contract to provide primary insurance, this policy shall be primary and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** does not apply, but only with respect to coverage provided by this policy.

This endorsement effective 06/18/2008  
 forms part of Policy Number LHA133195  
 issued to MAMCO INC  
 by Landmark American Insurance Company

Endorsement No.: 01 



**MERCURY CASUALTY COMPANY**

11

END.# 007

This endorsement forms part of the policy shown below, all other terms and conditions of this policy remain unchanged.

Policy No. : AC11086065  
Effective Date : 06/15/2009 12:01 A.M.  
Named Insured : MAMCO INC

**IT IS AGREED AND UNDERSTOOD THAT THE FOLLOWING ARE LISTED AS  
ADDITIONAL INSUREDS ON ALL THE VEHICLES COVERED BY THIS POLICY:**

**COUNTY OF RIVERSIDE**

**ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS**

**EMPLOYEES, AGENTS AND REPRESENTATIVES**

**DEPT OF TRANSPORTATION**

**3525 14TH ST**

**RIVERSIDE, CA 92501**

**#B7-0763**

**JOB: GARFIELD AVE SIDEWALK PROJECT FROM SPRING ST TO CENTER ST**

This agreement applies to this policy, or any continuation, renewal or replacement of this policy by the Named Insured, or the reinstatement within 30 days of any lapse thereof.

UC-44 /1994

Producer AMORELLI, ROSEMANN & ASSOC 0426

PRODUCER COPY

Process Date: 06/17/2009

### 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 5 % of the California workers' compensation premium otherwise due on such remuneration.

#### SCHEDULE

##### PERSON OR ORGANIZATION

##### JOB DESCRIPTION

COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICT, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS AND REPRESENTATIVES; DEPT OF TRANSPORTATION  
3525 14TH STREET  
RIVERSIDE, CA 92501

SIDEWALK PROJECT, JOB/CONTRACT #B7-0763, SPRING STREET TO CENTER STREET, RIVERSIDE, CA

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 03-12-09

Policy No. 7600001495091

Endorsement No. 003

Insured MAMCO, INC.

Premium \$ INCL.

Insurance Company EVEREST NATIONAL INSURANCE COMPANY

Countersigned By



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## Company Profile

### EVEREST NATIONAL INSURANCE COMPANY

477 MARTINSVILLE ROAD  
LIBERTY CORNER, NJ 07938-0830  
800-438-4375

#### Former Names for Company

**Old Name:** PRUDENTIAL NATIONAL INSURANCE COMPANY      **Effective Date:** 06-17-1996  
**Old Name:** DRYDEN GUARANTY INSURANCE COMPANY      **Effective Date:** 10-20-1993

#### Agent for Service of Process

NANCY CARAVACA, 1111 BROADWAY SUITE 2050 OAKLAND, CA 94607  
Unable to Locate the Agent for Service of Process?

---

#### Reference Information

NAIC #:	10120
NAIC Group #:	<u>1120</u>
California Company ID #:	3138-5
Date authorized in California:	March 02, 1988
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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#### Lines of Insurance Authorized to Transact

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  
FIRE  
LIABILITY  
MARINE  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

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## Company Profile

### MERCURY CASUALTY COMPANY

4484 WILSHIRE BLVD  
LOS ANGELES, CA 90010  
800-824-6194

#### Agent for Service of Process

JOANNA MOORE, 555 WEST IMPERIAL HIGHWAY BREA, CA 92821  
Unable to Locate the Agent for Service of Process?

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#### Reference Information

NAIC #:	11908
NAIC Group #:	0660
California Company ID #:	1952-1
Date authorized in California:	December 01, 1968
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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#### Lines of Insurance Authorized to Transact

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

AUTOMOBILE  
BURGLARY  
DISABILITY  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY

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#### Company Complaint Information