

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

212



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
January 3, 2013

SUBJECT: Construction of traffic signal and street improvements at the intersection of Rubidoux Boulevard and 28th Street, City of Jurupa Valley.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve two Addenda to the specifications, issued prior to the October 13, 2012 bid opening.
2. Accept the low bid of Sequel Contractors, Inc. of Santa Fe Springs, CA in the amount of \$758,453.

Juan C. Perez
Director of Transportation and Land Management

JCP:rrj:rr
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 758,453	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: HSIP-Highway Safety Improvement Program (61%),
West County DIF Signal Mitigation Fund (39%)
There are no General Funds used in this project.

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: Neal R. Kipnis
 DATE: 1/2/13
 Departmental Concurrence

Policy
 Policy

Consent
 Consent

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

Prev. Agn. Ref. 10/02/12, Item 3.26 | **District:** 2/2 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

The Honorable Board of Supervisors

RE: Construction of traffic signal and street improvements at the intersection of Rubidoux Boulevard and 28th Street, City of Jurupa Valley.

January 3, 2013

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3. Award the contract to Sequel Contractors, Inc. and authorize the Chairman of the Board of Supervisors to execute the contract documents.
4. Adopt the attached Resolution No. 2013-021 in accordance with the provisions of the Section 57384 (c) of the Government Code.

BACKGROUND: By Minute Order dated October 02, 2012 (Agenda Item 3.26), the Board of Supervisors authorized the Clerk of the Board to advertise the Traffic Signal modification and roadway widening at the intersection of Limonite Avenue and Etiwanda Avenue, in the City of Jurupa Valley, additionally, the specifications and plans were approved by that Board of Supervisors action.

During the advertisement period, two addenda were issued to all registered plan holders as a supplement to the specifications and special provisions. Bidders are required to acknowledge and take into account all issued addenda on their Contractor's Proposal in order to be considered for award. The addenda were issued to clarify and modify the approved contract documents. The addenda are attached as Addendum No. 1 and Addendum No. 2.

Bids for the project were opened in the office of the Director of Transportation and Land Management at 2:00 PM, Wednesday, October 31, 2012. Eight bids were received, ranging from \$758,453 to \$1,599,521. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Sequel Contractors, Inc. of Santa Fe Springs, CA in the amount of \$758,453, which is \$222,647 (22.7%) below the Engineer's Estimate.

Grant funds were approved, the project was budgeted and construction drawings were substantially prepared prior to incorporation of the City of Jurupa Valley. The City of Jurupa Valley has informed the Transportation Department that the City desires the County to continue as lead agency through project completion and they have approved the construction drawings. The City of Jurupa Valley will maintain the signal after completion.

The proposed improvements will increase traffic capacity by adding left turn lanes on Rubidoux Boulevard and improve traffic safety. In addition to the new signal installation, the proposed improvements include reconstructing a 0.3 mile segment of Rubidoux Boulevard. Additional work includes placement of curb and gutter, pavement markers, roadside signs, installing painted traffic stripes and thermoplastic crosswalks and pavement markings and any other work as may be required.

Funding for construction of these improvements is being provided, in part, from Federal Highway Safety Improvement Program funds for which the County successfully competed.

In addition, the Development Impact Fee (DIF) program, which is governed under Ordinance 659.6, allows for the use of DIF funds for traffic signal facilities.

The project is expected to be completed within the existing budget as shown on Attachment A.

The Honorable Board of Supervisors

RE: Construction of traffic signal and street improvements at the intersection of Rubidoux Boulevard and 28th Street, City of Jurupa Valley.

January 3, 2013

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

Project Number: B9-0943, Federal Aid No. HSIPL- 5956 (189)

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

- Approval/Renewal
- Sole Source
- Personal Services
- Independent Contractor
- Other than Low Bid
- Change Order
- Public Works

Lease

- Approval/Renewal
- Multi-Year Lease
- Equipment
- Real Property
- Change Order

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Sequel Contractors, Inc.
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Minority

Status: M W DV None

Vendor/Lessor Location:	Santa Fe Springs, CA
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Local Preference Applied: Yes No N/A

Local Preference Award Cost \$
(5% maximum preference)

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

Date Mailed:
Response Date:
of Responses:
of Qualified Responses:

Bidding Process:

Bid Range: \$ 758,453.00 to \$1,599,521.40
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 758,453.00 to \$1,599,521.40

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

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RESOLUTION NO. 2013-021

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF COUNTY OF RIVERSIDE
AUTHORIZING CONTINUATION OF SPECIFIED SERVICE TO THE CITY OF JURUPA
VALLEY FOR RUBIDOUX BLVD AND 28th ST IMPROVEMENTS**

WHEREAS, the City of Jurupa Valley was incorporated on July 1, 2011, as a general law City of the State of California; and

WHEREAS, the County may agree to provide services at less than full cost to the City on such terms and conditions as the parties may approve in accord with the provisions of Section 57384(c) of the California Government; and

WHEREAS, the City of Jurupa Valley during a meeting on July 3, 2012 considered the Rubidoux Blvd and 28th St intersection improvement project (the "Project") as a priority, which involves traffic signal installation at the intersection, reconstructing and restripe Rubidoux Boulevard to provide dedicated left-turn lane at 28th St, and instructed City staff to work with the County regarding the construction of this Project; and

WHEREAS, City staff at August 30, 2102 meeting has confirmed the City's desire to work with County to move forward with Project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Riverside assembled in regular session on January 15, 2013 that the County hereby agrees to complete the Project at an estimated full cost of One million Two Hundred Eighteen Thousand Six hundred Seventy-Nine (\$1,218,679), for which the City will not participate.

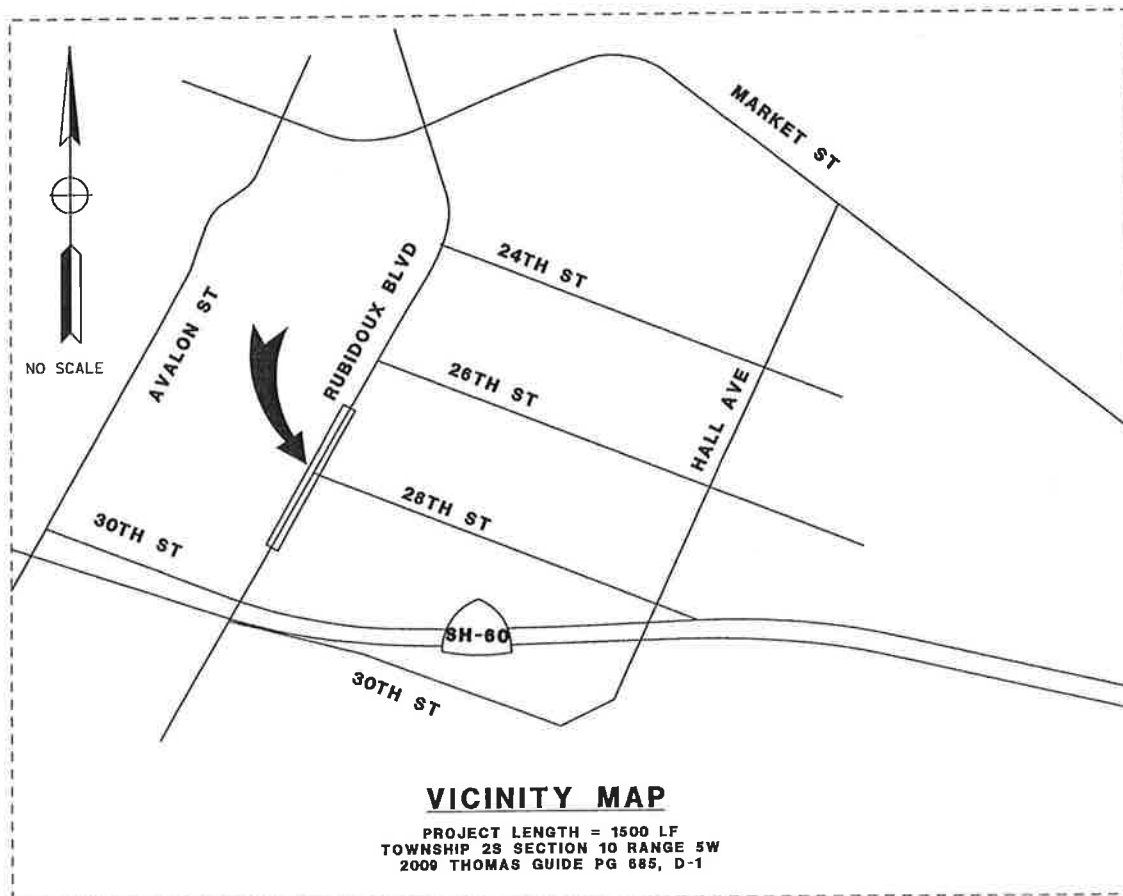
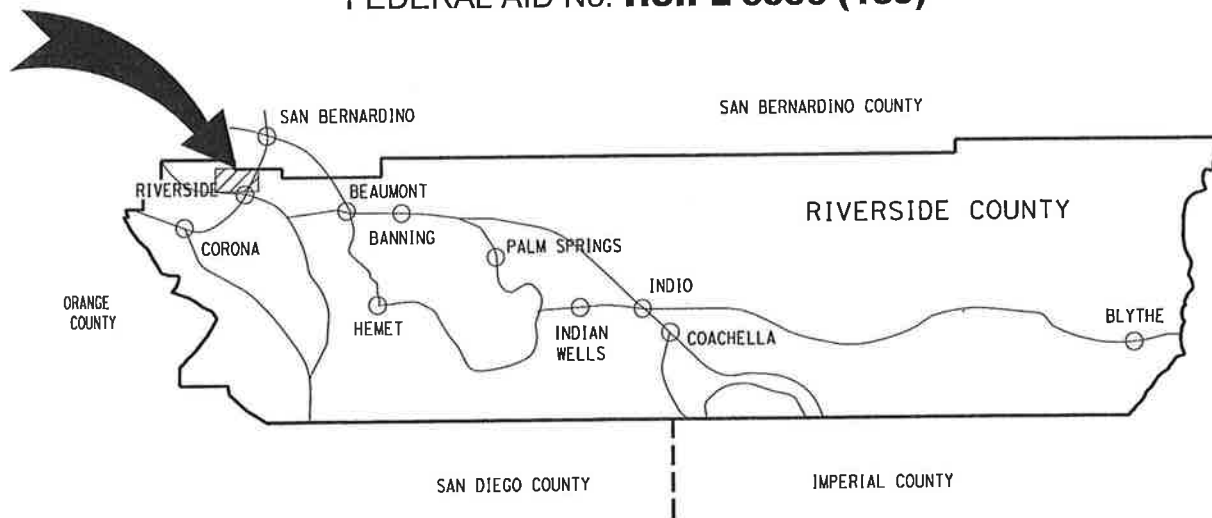
FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
NEAL R. KIPNIS
DATE: 1/21/13

COUNTY OF RIVERSIDE DEPARTMENT OF TRANSPORTATION

RUBIDOUX BOULEVARD & 28TH STREET TRAFFIC SIGNAL AND STREET IMPROVEMENT PROJECT

CITY OF JURUPA VALLEY

PROJECT No. **B9-0943**
FEDERAL AID No. **HSIPL-5956 (189)**



Attachment "A"

Riverside County Transportation Department

Project: **Rubidoux Boulevard and 28th Street**

Project No.: **B9-0943**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey	47,091	9	47,100	47,000
Environmental	58,530	470	59,000	59,000
Design	130,892	108	131,000	101,000
Right-of-way	4,156	44	4,200	4,000
Utilities	1,204	96	1,300	1,000
Construction		758,463	758,463	1,107,000
Construction Contingency 10%		75,846	75,846	
Signal Pole Equipment		28,000	28,000	28,000
Construction Engineering & Inspect 16%	6,295	115,059	121,354	118,000
Construction Survey 5%	1,412	36,511	37,923	44,000
Totals:	249,580	1,014,606	1,264,187	1,481,000

Project Funding

Code	Name	Existing Budget
134	HSIP-Highway Safety Improvement Program	900,000
369	West County DIF Signal Mitigation Fund	581,000
Totals		1,481,000

Comments

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Rubidoux Boulevard and 28th Street
Traffic Signal and Street Improvement Project
City of Jurupa Valley**

Advertised: October 2, 2012 (Agenda Item: 3.26)
Addenda: 1 (October 22, 2012), 2 (October 25, 2012)
Bids Open: 2 pm Date: Wednesday, October 31, 2012

PROJECT No. B9-0943, FEDERAL AID No. HS1PL-5956(189)

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			Sequel Contractors, Inc. Santa Fe Springs, CA 90670	
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	860201	SIGNAL AND LIGHTING	LS	1	155,000.00	155,000.00	166,000.00	166,000.00	
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	40,000.00	40,000.00	53,000.00	53,000.00	
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	2.00	400.00	3.00	600.00	
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,300	0.50	2,650.00	0.65	3,445.00	
5	566011	ROADSIDE SIGN - ONE POST	EA	2	250.00	500.00	300.00	600.00	
6	151281	SALVAGE ROADSIDE SIGN	EA	4	150.00	600.00	45.00	180.00	
7	850102	PAVEMENT MARKER (REFLECTIVE)	EA	250	3.00	750.00	3.70	925.00	
8	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	820	5.00	4,100.00	2.65	2,173.00	
9	160101	CLEARING AND GRUBBING	LS	1	2,000.00	2,000.00	2,000.00	2,000.00	
10	074020	WATER POLLUTION CONTROL	LS	1	4,000.00	4,000.00	15,000.00	15,000.00	
11	066102	DUST ABATEMENT	LS	1	200.00	200.00	500.00	500.00	
12	260201	CLASS 2 AGGREGATE BASE	CY	1,800	35.00	63,000.00	20.00	36,000.00	
13	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201) [MISCELLANEOUS AREA]	LF	200	25.00	5,000.00	40.00	8,000.00	
14	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	4,700	4.00	18,800.00	2.50	11,750.00	
15	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	2	2,500.00	5,000.00	4,500.00	9,000.00	
16	011903	GEOGRID	SQYD	6,000	10.00	60,000.00	4.00	24,000.00	
17	190101	ROADWAY EXCAVATION	CY	5,260	35.00	184,100.00	18.00	94,680.00	
18	390130	HOT MIX ASPHALT	TON	5,800	75.00	435,000.00	57.00	330,600.00	
						981,100.00		758,453.00	

**Project Total
Items 1-18**

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Rubidoux Boulevard and 28th Street
Traffic Signal and Street Improvement Project
City of Jurupa Valley**

**Advertised: October 2, 2012 (Agenda Item: 3.26)
Addenda: 1 (October 22, 2012), 2 (October 25, 2012)
Bids Open: 2 pm Date: Wednesday, October 31, 2012**

PROJECT No. B9-0943, FEDERAL AID No. HS1PL-5956(189)

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					R.J. Noble Company Orange, CA 92856	BID ESTIMATE	Hardy and Harper, Inc. Santa Ana, CA 92705	BID ESTIMATE
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	140,000.00	140,000.00	155,000.00	155,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	25,000.00	25,000.00	30,000.00	30,000.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	6.25	1,250.00	7.00	1,400.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,300	0.35	1,855.00	0.36	1,908.00
5	566011	ROADSIDE SIGN - ONE POST	EA	2	285.00	570.00	300.00	600.00
6	151281	SALVAGE ROADSIDE SIGN	EA	4	77.00	308.00	100.00	400.00
7	850102	PAVEMENT MARKER (REFLECTIVE)	EA	250	3.00	750.00	4.00	1,000.00
8	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	820	2.75	2,255.00	2.65	2,173.00
9	160101	CLEARING AND GRUBBING	LS	1	11,000.00	11,000.00	24,000.00	24,000.00
10	074020	WATER POLLUTION CONTROL	LS	1	3,000.00	3,000.00	13,000.00	13,000.00
11	066102	DUST ABATEMENT	LS	1	12,000.00	12,000.00	8,429.00	8,429.00
12	260201	CLASS 2 AGGREGATE BASE	CY	1,800	26.75	48,150.00	24.00	43,200.00
13	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201) [MISCELLANEOUS AREA]	LF	200	38.50	7,700.00	32.00	6,400.00
14	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	4,700	2.40	11,280.00	2.02	9,494.00
15	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	2	4,250.00	8,500.00	3,000.00	6,000.00
16	011903	GEOGRID	SQYD	6,000	4.50	27,000.00	4.44	26,640.00
17	190101	ROADWAY EXCAVATION	CY	5,260	24.00	126,240.00	16.00	84,160.00
18	390130	HOT MIX ASPHALT	TON	5,800	58.00	336,400.00	62.62	363,196.00

	Project Total					763,258.00		777,000.00
	Items 1-18							

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Rubidoux Boulevard and 28th Street
Traffic Signal and Street Improvement Project
City of Jurupa Valley**

Advertised: October 2, 2012 (Agenda Item: 3.26)
Addenda: 1 (October 22, 2012), 2 (October 25, 2012)
Bids Open: 2 pm Date: Wednesday, October 31, 2012

PROJECT No. B9-0943, FEDERAL AID No. HSIPL-5956(189)

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					All American Asphalt Corona, CA 92878	BID ESTIMATE	Hillcrest Contracting Corona, CA 92878	BID ESTIMATE
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	134,100.00	134,100.00	198,000.00	198,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	13,800.00	13,800.00	40,000.00	40,000.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	6.17	1,234.00	6.60	1,320.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,300	0.35	1,855.00	0.37	1,961.00
5	566011	ROADSIDE SIGN - ONE POST	EA	2	283.00	566.00	300.00	600.00
6	151281	SALVAGE ROADSIDE SIGN	EA	4	77.00	308.00	85.00	340.00
7	850102	PAVEMENT MARKER (REFLECTIVE)	EA	250	3.10	775.00	3.30	825.00
8	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	820	2.60	2,132.00	2.75	2,255.00
9	160101	CLEARING AND GRUBBING	LS	1	4,800.00	4,800.00	17,000.00	17,000.00
10	074020	WATER POLLUTION CONTROL	LS	1	4,700.00	4,700.00	20,000.00	20,000.00
11	066102	DUST ABATEMENT	LS	1	5,300.00	5,300.00	200.00	200.00
12	260201	CLASS 2 AGGREGATE BASE	CY	1,800	31.00	55,800.00	30.00	54,000.00
13	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201) [MISCELLANEOUS AREA]	LF	200	45.00	9,000.00	40.00	8,000.00
14	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	4,700	2.40	11,280.00	2.89	13,583.00
15	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	2	3,000.00	6,000.00	4,000.00	8,000.00
16	011903	GEOGRID	SQYD	6,000	7.01	42,060.00	5.00	30,000.00
17	190101	ROADWAY EXCAVATION	CY	5,260	28.00	147,280.00	20.00	105,200.00
18	390130	HOT MIX ASPHALT	TON	5,800	69.00	400,200.00	65.00	377,000.00

Project Total Items 1-18						841,190.00		878,284.00
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Riverside County Transportation Department
Summary of Bids

PROJECT: Rubidoux Boulevard and 28th Street
Traffic Signal and Street Improvement Project
City of Jurupa Valley

Advertised: October 2, 2012 (Agenda Item: 3.26)
 Addenda: 1 (October 22, 2012), 2 (October 25, 2012)
 Bids Open: 2 pm Date: Wednesday, October 31, 2012

PROJECT No. B9-0943, FEDERAL AID No. HSIPL-5956(189)

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	6		7	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	220,000.00	220,000.00	213,186.50	213,186.50
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	29,000.00	29,000.00	100,000.00	100,000.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	10.00	2,000.00	6.50	1,300.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,300	0.40	2,120.00	0.35	1,855.00
5	566011	ROADSIDE SIGN - ONE POST	EA	2	300.00	600.00	300.00	600.00
6	151281	SALVAGE ROADSIDE SIGN	EA	4	85.00	340.00	100.00	400.00
7	850102	PAVEMENT MARKER (REFLECTIVE)	EA	250	3.30	825.00	3.25	812.50
8	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	820	2.75	2,255.00	2.75	2,255.00
9	160101	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
10	074020	WATER POLLUTION CONTROL	LS	1	8,600.00	8,600.00	15,000.00	15,000.00
11	066102	DUST ABATEMENT	LS	1	1,600.00	1,600.00	10,000.00	10,000.00
12	260201	CLASS 2 AGGREGATE BASE	CY	1,800	42.00	75,600.00	35.00	63,000.00
13	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201) [MISCELLANEOUS AREA]	LF	200	29.00	5,800.00	50.00	10,000.00
14	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	4,700	2.55	11,985.00	2.50	11,750.00
15	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	2	4,600.00	9,200.00	3,500.00	7,000.00
16	011903	GEOGRID	SQYD	6,000	9.90	59,400.00	5.00	30,000.00
17	190101	ROADWAY EXCAVATION	CY	5,260	16.50	86,790.00	25.00	131,500.00
18	390130	HOT MIX ASPHALT	TON	5,800	61.00	353,800.00	60.00	348,000.00

Project Total Items 1-18						879,915.00		956,659.00
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**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Rubidoux Boulevard and 28th Street
Traffic Signal and Street Improvement Project
City of Jurupa Valley**

**Advertised: October 2, 2012 (Agenda Item: 3.26)
Addenda: 1 (October 22, 2012), 2 (October 25, 2012)
Bids Open: 2 pm Date: Wednesday, October 31, 2012**

PROJECT No. B9-0943, FEDERAL AID No. HSIPL-5956(189)

8

**PTM General Engineering Service
Riverside, CA**

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	166,500.00	166,500.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	35,200.00	35,200.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	7.02	1,404.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,300	0.39	2,067.00
5	566011	ROADSIDE SIGN - ONE POST	EA	2	321.75	643.50
6	151281	SALVAGE ROADSIDE SIGN	EA	4	87.75	351.00
7	850102	PAVEMENT MARKER (REFLECTIVE)	EA	250	3.51	877.50
8	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	820	2.92	2,394.40
9	160101	CLEARING AND GRUBBING	LS	1	22,815.00	22,815.00
10	074020	WATER POLLUTION CONTROL	LS	1	15,000.00	15,000.00
11	066102	DUST ABATEMENT	LS	1	14,625.00	14,625.00
12	260201	CLASS 2 AGGREGATE BASE	CY	1,800	66.70	120,060.00
13	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201) [MISCELLANEOUS AREA]	LF	200	25.75	5,150.00
14	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	4,700	10.17	47,799.00
15	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	2	6,903.00	13,806.00
16	011903	GEOGRID	SQYD	6,000	16.38	98,280.00
17	190101	ROADWAY EXCAVATION	CY	5,260	49.15	258,529.00
18	390130	HOT MIX ASPHALT	TON	5,800	136.90	794,020.00

Project Total						1,599,521.40
Items 1-18						



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Director of Transportation

Transportation Department

ADDENDUM NUMBER 1 **Dated October 22, 2012**

to the
**Specifications and Contract Documents
for the construction of**

**Rubidoux Boulevard and 28th Street
Traffic Signal and Street Improvement Project
City of Jurupa Valley**

**Project No. B9-0943
Federal Aid No. HSIPL – 5956(189)**

Bids Due: Wednesday, October 31, 2012; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to Section 3-1.04 of the Contract Document for the referenced project. This Addendum is issued as a supplement to the specifications and special provisions for the referenced project. Any revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Proposal. Bidders are directed to sign this addendum as acknowledged, and attach the signature page 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:

http://www.rctlma.org/trans/con_bid_advertisements.html

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Standard Specifications and Standard Plans.
Refer to section 1-1.01 entitled "General" on page 3. Delete and replace the first paragraph with the following:

The work embraced herein shall be done in accordance with the Standard Specification dated May 2006, and the Standard Plans dated May 2006, and Amendments to May 2006 Standard Specifications, updated June 20, 2012, of the State of California, Department of Transportation, insofar as the same may apply and in accordance with the following Special Provisions.

Item 2: Federal Minimum Wages Update.

Refer to section 5-2 entitled "Federal Prevailing Wages Decision", pages 1 through 21. Delete and replace these pages with the following:

Federal wage determination, General Decision No. CA20080036 – CA36, Modification No. 11, dated **10/12/2012**, shall apply to this project. This document is available upon request from the Transportation Department: (951) 955-6780.

Item 3: Section 6, Additional Federal Requirements.

Refer to Section 6, "Additional Federal Requirements".

Section 6-1 "ADDITIONAL FEDERAL REQUIREMENTS" (2 pages) is added to Section 6 by **Attachment "A"** and made part hereof.

Item 4: Job Site Posters

The following Special Provisions are added and made part hereof:

JOB SITE POSTERS:

Contractor shall obtain, furnish, post, preserve and maintain notices and posters in areas readily accessible to all personnel. Areas include, but are not limited to, jobsite trailer common area, material staging area, designated area where employees meet to take shift breaks, and /or equipment storage area. The designated location(s) of posters must be approved by the Engineer.

If posters are placed outside, they will need to be weatherproofed.

Copies of the posters may be obtained at the Caltrans Division of Construction Website:

<http://www.dot.ca.gov/hq/construc/LaborCompliance/posters.htm>

The Contractor shall check the website periodically for poster updates, additions, and changes. Contact information for various government agencies associated with poster information are provided at this website with links.

The following is a list of required posters:

Document number	Poster Name	Note/ Comment
-	Notice of Labor Compliance Program Approval	Required in English and Spanish and for all projects.
DFEH 162	Discrimination and Harassment in Employment are Prohibited by Law	Required in English and Spanish and for all projects.
DSLE 8	Payday Notice	Required for all projects.

WH Publication 1321	Davis-Bacon Act Poster (Notice to All Workers Working on Federally Financed Construction Projects)	Required in English and Spanish and for Federally funded projects.
FHWA 1495	Wage Rate Information Federal-Aid Highway Project	Required in English and Spanish and for Federally funded projects.
EEOC P/E-1	Equal Employment Opportunity is THE LAW (Revised 11/09)	Required in English and Spanish and for Federally funded projects.
FHWA 1022	False Statement Notice	Required for Federally funded projects.
OSHA 3165 (3167-Spanish)	Job Safety and Health – It's the law!	Required in English and Spanish and for Federally funded projects.
WHD Publication 1088	Employee Rights Under the Fair Labor Standards Act (Revised July 2009)	Required for Federally funded projects.
WHD Publication 1420	Employee Rights And Responsibilities Under The Family And Medical Leave Act (Revised January 2009)	Required for Federally funded projects.
WH Publication 1462	NOTICE Employee Polygraph Protection Act (June 2003)	Required for Federally funded projects.

Refer to Section 5-2 "Federal Prevailing Wage Decision", the Contractor must post the prevailing wage rates which are applicable to this specific contract at the job site. Federal minimum wage section is being updated by item no. 2 of this addendum.

Additionally, copies of the U.S. Department of Transportation Federal Highway Administration (FHWA) posters may be obtained at the FHWA Website:

<http://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>

Full compensation for obtaining, furnishing, posting, preserving and maintaining all notices and job site posters shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 5: Revision Location of Conduit. Refer to plans sheet E-1 (sheet 4 of 4).

The proposed conduit in 28th Street at approximately Sta 15+90 shall be installed approximately 10-feet further north. Its final location will be determined in the field as directed by SCE and the Resident Engineer.

Item 6: Additional Pull Box. Refer to Construction Note No. 3 on sheet E-1 (sheet 4 of 4) of the plans.

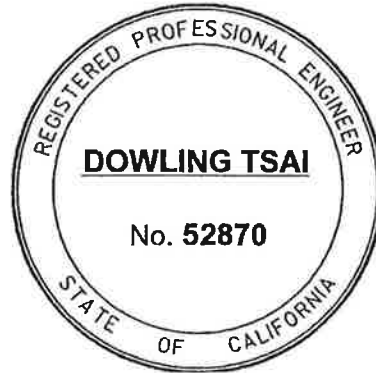
The following paragraph is added to Construction Note No. 3:

A pull box (not shown on the plans) will be required at the east end of the 3" schedule 80 PVC conduit per SCE requirements. Full compensation for furnishing and installing this pull box shall be considered as included in the lump sum contract price paid for Signal and Lighting.


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



Dowling Tsai, P.E.



Concurrence:

 10/22/12

Khalid Nasim, P.E.
Engineering Division Manager

Acknowledged: _____ **Date:** _____
(Contractor)

JRJ:rrj:rr

Addendum No. 1
Rubidoux Boulevard and 28th Street
Traffic Signal and Street Improvement Project, City of Jurupa Valley
Project No. B9-0943, Federal Aid No. HSIPL – 5956(189)
October 22, 2012
Page 6 of 6

ATTACHMENTS

A – Section 6-1 – Additional Federal Requirements, (2 pages)

SECTION 6

6-1 ADDITIONAL FEDERAL REQUIREMENTS:

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VI, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VI of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

a. Describe the role of the MBE firm in the joint venture.

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.)

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

..... Name of Firm Name of Firm
..... Signature Signature
..... Name Name
..... Title Title
..... Date Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this __ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
 Director of Transportation

Transportation Department

ADDENDUM NUMBER 2

Dated October 25, 2012

to the
Specifications and Contract Documents
for the construction of
Rubidoux Boulevard and 28th Street
Traffic Signal and Street Improvement Project
City of Jurupa Valley

Project No. B9-0943
Federal Aid No. HSIPL – 5956(189)

Bids Due:

Wednesday, October 31, 2012; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to Section 3-1.04 of the Contract Document for the referenced project. This Addendum is issued as a supplement to the specifications and special provisions for the referenced project. Any revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Proposal. Bidders are directed to sign this addendum as acknowledged, and attach the signature page 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:

http://www.rctlma.org/trans/con_bid_advertisements.html


MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Federal Minimum Wages Update.

Refer to section 5-2 entitled "Federal Prevailing Wages Decision", pages 1 through 21, and Addendum No. 1, Item 2. Delete and replace these pages with the following:

Federal wage determination, General Decision No. CA120036 – CA36, Modification No. 12, dated 10/19/2012, shall apply to this project. This document is available upon request from the Transportation Department: (951) 955-6780.

Recommended by:



 Joel Jimenez, P.E.
 Senior Civil Engineer

Acknowledged: _____ Date: _____
 (Contractor)

JRJ:jrj:rr

AGREEMENT

RUBIDOUX BOULEVARD AND 28TH STREET
TRAFFIC SIGNAL AND STREET IMPROVEMENT PROJECT

CITY OF JURUPA VALLEY

PROJECT NO. B9-0943
FEDERAL AID No. HSIPL-5956(189)

THIS AGREEMENT, made and concluded in duplicate as of the date set forth below, between the County of Riverside, party of the first part, and Sequel Contractors, Inc., Contractor, party of the second part.

ARTICLE I: WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, in accordance with the Special Provisions, "Notice to Contractors", the State of California Department of Industrial Relations Wage Determination, the Federal Wage Determination, the Proposal to the County of Riverside for the Project, addendum No. 1 and 2, the Bid Bond, the Performance Bond, the Payment Bond, any specific plans for the project not covered by the Standard Specifications and Standard Plans, any change orders issued, and any written instructions and drawings executed and delivered to the Contractor by the County pursuant to the Contract Documents. Also in accordance with the Standard Plans and the Standard Specifications dated May 2006, the General Prevailing Wage Rates of the Department of Transportation, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of accomplishing the work, which said special provisions Standard Plans, Standard Specifications, Prevailing Wage Rates, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference, made a part hereof.

The work to be done is shown on plans entitled City of Jurupa Valley, Rubidoux Boulevard & 28th Street, Traffic Signal. Project Sheets 1 through 4, approved April 4, 2012 on file with the County Surveyor file No.956-YY, and as revised by addenda, which said project plans are hereby made a part of this contract.

ARTICLE II: The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III: The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV: By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V: And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Riverside, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

**RUBIDOUX BOULEVARD AND 28TH STREET
TRAFFIC SIGNAL AND STREET IMPROVEMENT PROJECT
CITY OF JURUPA VALLEY
PROJECT NO. B9-0943
FEDERAL AID NO. HSIPL-5956(189)**

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID:						
1	860201	SIGNAL AND LIGHTING	LS	1	166,000.00	166,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	53,000.00	53,000.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	3.00	600.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,300	0.65	3,445.00
5	566011	ROADSIDE SIGN - ONE POST	EA	2	300.00	600.00
6	151281	SALVAGE ROADSIDE SIGN	EA	4	45.00	180.00
7	850102	PAVEMENT MARKER (REFLECTIVE)	EA	250	3.70	925.00
8	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	820	2.65	2,173.00
9	160101	CLEARING AND GRUBBING	LS	1	2,000.00	2,000.00
10	074020	WATER POLLUTION CONTROL	LS	1	15,000.00	15,000.00
11	066102	DUST ABATEMENT	LS	1	500.00	500.00
12	260201	CLASS 2 AGGREGATE BASE	CY	1,800	20.00	36,000.00
13	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201) [MISCELLANEOUS AREA]	LF	200	40.00	8,000.00
14	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	4,700	2.50	11,750.00
15	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	2	4,500.00	9,000.00
16	011903	GEOGRID	SQYD	6,000	4.00	24,000.00
17	190101	ROADWAY EXCAVATION	CY	5,260	18.00	94,680.00
18	390130	HOT MIX ASPHALT	TON	5,800	57.00	330,600.00

PROJECT

TOTAL: Seven hundred fifty eight thousand, four hundred fifty three dollars and zero cents **\$758,453.00**

ITEMS 1-18

"WORDS"

RUBIDOUX BOULEVARD AND 28TH STREET
TRAFFIC SIGNAL AND STREET IMPROVEMENT PROJECT
CITY OF JURUPA VALLEY
PROJECT NO. B9-0943
FEDERAL AID NO. HSIPL-5956(189)

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

COUNTY OF RIVERSIDE

SEQUEL CONTRACTORS, INC.

BY _____
Chairman, Board of Supervisors

BY _____

Dated _____

TITLE: Thomas S. Pack President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST: _____

BY _____
Deputy

TITLE: MICHAELA MAHLER, ASST. SECRETARY

FORWARDED TO COUNTY COUNSEL
BY: Neal R. Kipnis DATE _____
NEAL R. KIPNIS

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

License No. 610600A

Federal Employer Identification Number:

95-4301424

"County"
(Seal)

"Corporation"
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On DEC 01 2012 before me, Daniel Bustamante, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Thomas S. Pack President
Name(s) of Signer(s)

MICHAELA MAHLER, ASST. SECRETARY

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 Daniel Bustamante

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of 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: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A

13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTOS OF SEQUEL CONTRACTORS, INC.

The undersigned being all of the Directors of SEQUEL CONTRATORS, INC. a California Corporation, do hereby take the following action by this written consent at a meeting of the Board of Directors held on April 4, 2004 in accordance with the Bylaws of the Corporation and the California Corporation Code.

WHEREAS, the Board of Directors deems it advisable to authorize the officers of the Corporation, Abel Magallanes, Thomas S. Pack and Michael A. Mahler, respectively, to execute bid bonds on behalf of the Corporation with any agency, person, company or municipality;

RESOVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized to execute labor, material, and faithful performance bonds in connection with contracts to be entered into with any agency, person, company or municipality;

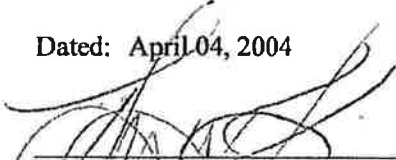
RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized and directed to execute and deliver street improvement contracts and related agreements with any agency, person, company or municipality on such terms conditions as they deem advisable in their sole discretion;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized by their sole signatures on any document to bind this corporation to contract, bids, bonds, etc.;


RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized and directed to take any and all such other actions and execute such other documents as may be necessary or appropriate to carry out the purposes of the foregoing authorizations.

In witness thereof, the undersigned Directors have executed this unanimous written consent to indicate this adoption of the consent of the foregoing resolution and the action set forth therein.


Dated: April 04, 2004



Thomas S. Pack
Director & President



Abel Magallanes
Director, Vice President & Secretary



Michael A. Mahler
Assistant Secretary

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A

13546 Imperial Hwy.

Santa Fe Springs, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

TRANSMITTAL LETTER

To: County of Riverside
Transportation Department
3525 14th Street
Riverside, CA 92501

Date: December 4, 2012
Job Title: Rubidoux Blvd & 28th Street
Traffic Signal & Street Impr.
Job Number: Project No. B9-0943
Fed. Aid No. HSIPL-5956(189)

Attention: Joel Jimenez
Senior Civil Engineer
Contracts / Bidding Unit

Quantity	Description
5 EA	Executed Contracts
2 EA	Executed Performance and Payment Bonds
1 EA	Insurance Certificate

For your _____ Perusal/ _____ Approval/ _____ Files/ _____ Quotation/ _____ Use/ _____ Reply/
_____ Signature/ _____ Other


Michael Mahler
Project Manager

RECEIVED
DEC 04 2012

TRANSPORTATION
DEPARTMENT

PERFORMANCE BOND

Recitals:

1. **SEQUEL CONTRACTORS, INC.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Rubidoux Boulevard and 28th Street, Traffic Signal and Street Improvement Project, City of Jurupa Valley, Project No. B9-0943, Federal Aid No. HSIPL-5956(189).**
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 **\$ 758,453.00 (Seven hundred fifty eight thousand, four hundred fifty three 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. All signatures must be acknowledged. (Attach acknowledgements).

Payment Bond

(Public Work - Civil Code 9550 et seq.)

The makers of this Bond are **SEQUEL CONTRACTORS, 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 **\$ 758,453.00 (Seven hundred fifty eight thousand, four hundred fifty three dollars and zero 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 **Rubidoux Boulevard and 28th Street, Traffic Signal and Street Improvement Project, City of Jurupa Valley, Project No. B9-0943, Federal Aid No. HSIPL-5956(189).**

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, 9564 and 9560 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 _____

Title _____

Its Attorney In Fact

(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

Bond No. 105773299

Recitals:

1. **SEQUEL CONTRACTORS, INC.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Rubidoux Boulevard and 28th Street, Traffic Signal and Street Improvement Project, City of Jurupa Valley, Project No. B9-0943, Federal Aid No. HSIPL-5956(189).**
2. Travelers Casualty and Surety Company of America, a Connecticut 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 **\$ 758,453.00 (Seven hundred fifty eight thousand, four hundred fifty three 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 December 1, 2012.

Sequel Contractors, Inc.

Travelers Casualty and Surety Company of America

By 

Type Name 

Douglas A. Rapp

Its Attorney in Fact
"Surety"

Title **Thomas S. Pack President**

"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

State of California
County of Orange)

On 12/01/2012 before me, Elissa Vaught , Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp
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

Elissa Vaught

(Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224524

Certificate No. 004817861

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Timothy D. Rapp, and Douglas A. Rapp

of the City of Aliso Viejo, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of April, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 19th day of April, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On DEC 01 2012
Date

before me, Daniel Bustamante, Notary Public
Here Insert Name and Title of the Officer

personally appeared Thomas S. Pack President
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Daniel Bustamante

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

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

Bond No. 105773299

(Public Work - Civil Code 9550 et seq.)

The makers of this Bond are **SEQUEL CONTRACTORS, INC.**, as Principal and Original Contractor and Travelers Casualty and Surety Company of America, 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 **\$ 758,453.00 (Seven hundred fifty eight thousand, four hundred fifty three dollars and zero 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 **Rubidoux Boulevard and 28th Street, Traffic Signal and Street Improvement Project, City of Jurupa Valley, Project No. B9-0943, Federal Aid No. HSIPL-5956(189).**

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, 9564 and 9560 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: December 1, 2012

Sequel Contractors, Inc.
Original Contractor – Principal

Travelers Casualty and Surety Company of America
Surety

By 

By 
Douglas A. Rapp
Its Attorney In Fact

Title **Thomas S. Pack** **President**

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____
COUNTY OF _____

}

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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

State of California
County of Orange)

On 12/01/2012 before me, Elissa Vaught , Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp
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 Elissa Vaught (Seal)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224524

Certificate No. 004817864

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Timothy D. Rapp, and Douglas A. Rapp

of the City of Aliso Viejo, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of April, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 19th day of April, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

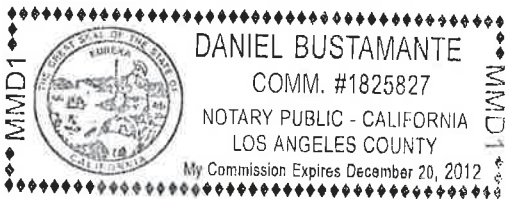
State of California

County of LOS ANGELES



On DEC 01 2012 before me, Daniel Bustamante, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Thomas S. Pack President
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature Daniel Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

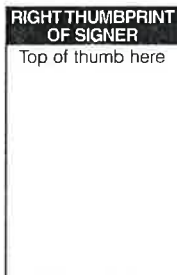
Signer(s) Other Than Named Above: _____

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: _____

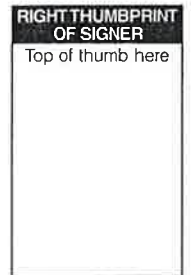
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



Company Profile

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ONE TOWER SQUARE
HARTFORD, CT 06183

Former Names for Company

Old Name: AETNA CASUALTY & SURETY COMPANY OF AMERICA

Effective Date: 07-01-1997

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA 95833-3505
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	31194
NAIC Group #:	3548
California Company ID #:	2444-8
Date authorized in California:	July 31, 1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

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

Company Complaint Information

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

Want More?

[Help Me Find a Company Representative in My Area](#)

Last Revised - November 10, 2012 10:58 AM
Copyright © California Department of Insurance



CERTIFICATE OF LIABILITY INSURANCE

OP ID: RG

DATE (MM/DD/YYYY)

12/07/12

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 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 The Wooditch Company Insurance Services, Inc. 1 Park Plaza, Suite 400 Irvine, CA 92614 Jamie Younger	949-553-9800 949-553-0670	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SEQUE-1																					
	INSURED Sequel Contractors, Inc. 13546 Imperial Highway Santa Fe Springs, CA 90670	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Old Republic General Ins. Corp</td> <td>24139</td> </tr> <tr> <td>INSURER B :</td> <td>Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Old Republic General Ins. Corp	24139	INSURER B :	Liberty Insurance Corporation	42404	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		A1CG01471201	10/01/12	10/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X		A1CA01471201	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB			TH7-661-065930-012	10/01/12	10/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	A1CW01471201	10/01/12	10/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> X <input type="checkbox"/> N/A
							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 (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

* Except 10 Days Notice of Cancellation For Non-payment of Premium.
 RE: Project #B9-0943; Federal Aid No. HSIPL-5956(189); Rubidoux Blvd. and 28th Street, Traffic Signal and Street Improvement Project, City of Jurupa Valley. Waiver of Subrogation for Workers Compensation: See Attached Endorsement. **SEE NOTES** qlai/auai/wcww/umbai

CERTIFICATE HOLDER**CANCELLATION**

COUNTRY

County of Riverside
 Transportation Department
 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

© 1988-2009 ACORD CORPORATION. All rights reserved.

NOTEPAD

INSURED'S NAME **Sequel Contractors, Inc.**

SEQUE-1
OP ID: RG

PAGE 2
DATE 12/07/12

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

NOTEPAD:

HOLDER CODE COUNTYR
INSURED'S NAME Sequel Contractors, Inc.

SEQUE-1
OP ID: RG

PAGE 3
DATE 12/07/12

County of Riverside, its directors, officers, special districts, Board of Supervisors, employees, agents, and representatives, City of Jurupa Valley, its directors, officers, agents, and employees are included as Additional Insureds as respects General, Auto, and Umbrella Liability per attached endorsements.

THIS VOIDS AND SUPERSEDES PREVIOUS CERTIFICATE DATED 12/03/12

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Name of Additional Insured Person(s)
Or Organization(s):**

Location(s) of Covered Operations

As required by written contract.

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Sequel Contractors, Inc.		
Policy Number	A1CG01471201	Endorsement No.	
Policy Period	10/01/2012 to 10/01/2013	Endorsement Effective Date:	10/01/2012
Producer's Name:			
Producer Number:			



AUTHORIZED REPRESENTATIVE

10/01/12

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 10/01/2012	Countersigned By:  (Authorized Representative)
Named Insured: Sequel Contractors, Inc.	

SCHEDULE

Name of Person(s) or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT
--

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

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.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00

Named Insured	Sequel Contractors, Inc.		
Policy Number	A1CW01471201	Endorsement No.	
Policy Period	10/01/2012 to 10/01/2013	Endorsement Effective Date:	10/01/2012
Producer's Name:			
Producer Number:			



AUTHORIZED REPRESENTATIVE

10/01/12

DATE

**COMMERCIAL LIABILITY –
UMBRELLA DECLARATIONS**



Policy Number: TH7-661-065930-012

Producer:

Renewal of: TH7-661-065930-011

THE WOODITCH COMPANY INSURANCE
SERVICES INC
1 PARK PLAZA STE 400
IRVINE, CA 92614

Item 1. Named Insured and Mailing Address:

Sequel Contractors Inc
And as per Named Insured Endorsement
13546 Imperial Hwy
Santa Fe Springs, CA 90670

The Named Insured is: Corporation

Business of the Named Insured is: Highway and street construction

Item 2. Policy Period: 10/1/2012 to 10/1/2013 at 12:01 A.M. standard time at above mailing address.

Item 3. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE

Each Occurrence Limit	\$ 9,000,000
General Aggregate Limit	\$ 9,000,000
Products-Completed Operations Aggregate Limit	\$ 9,000,000

Item 4. Self-Insured Retention - Each Occurrence: \$ 0

Item 5. Premium:

Premium Basis	Audit Basis	Estimated Exposure	Rate	Advance Premium
Flat Charge	0			\$ 32,499

Terrorism Risk Insurance Act:	\$ 0
Total Advance Premium:	\$ 32,499

Minimum Premium: \$ 8,125

Issued by:
Liberty Insurance Corporation
175 Berkeley St.
Boston, MA 02117
617-357-9500

Issued	Code Number	Account Number	Sub-Account Number
MDR 10/19/2012	99935	6-065930	0001

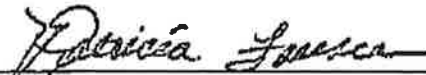
Item 6. Underlying Insurance

Coverage	Insurer Policy Period Policy Number	Limits of Insurance
Employers Liability	Old Republic Insurance Company 10/1/2012 to 10/1/2013 A1CW01471201	\$1,000,000 By Accident Each Accident \$1,000,000 By Disease Policy Limit \$1,000,000 By Disease Each Employee
Auto Liability	Old Republic Insurance Company 10/1/2012 to 10/1/2013 AICA01471201	\$1,000,000 CSL
General Liability	Old Republic Insurance Company 10/1/2012 to 10/1/2013 AICG01471201	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Ops Aggregate \$1,000,000 Pers & Adv Injury Limit

These Declarations and any Declarations Extension Schedules, together with the Coverage Form and any Endorsement(s) complete this policy.

Forms and Endorsements attached to this policy: See Attached Schedule

Countersigned by:



Authorized Company Representative

Policy No. TH7-661-065930-012

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of SECTION I – COVERAGES, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments, or settlements, or the conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" but only while performing duties related to the conduct of your business, your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker"

as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above;
- (d) Arising out of his or her providing or failing to provide professional health care services; or
- (e) Arising out of practicing for, or participating in, any sports or athletic contest or exhibition that you sponsor, unless the "employee" or "volunteer worker" is an insured for the "bodily injury" or "personal and advertising injury" on "underlying insurance".

(2) "Property damage" to property:

- (a) Owned, occupied, used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(3) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of an "auto", except as provided in Paragraph f. below.

- b. Any person (other than your "employee") or any organization while acting as your real estate manager, but this does not apply with respect to the use of any vehicle owned by such person or organization.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative, if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
 - ** e. Any person or organization included as an additional insured under "underlying insurance", but not for broader coverage than is provided by the "underlying insurance". When coverage provided to an additional insured is required by a contract or agreement, the most we will pay on behalf of that additional insured is the minimum amount of insurance required by the contract or agreement, less any amounts payable by any "underlying insurance" or otherwise retained.
 - f. Any person while using with your permission a "covered auto" for which insurance is provided to you under this policy and any person or organization legally responsible for its use, but only if that person is an insured with respect to liability arising out of the ownership, maintenance, use or entrustment to others of "covered autos" on "underlying insurance".
3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured under this policy if there is no other similar insurance available to that organization and that organization is a Named Insured under "underlying insurance". However:

Endorsement number 19 for policy number TH7-661-065930-012

Named Insured Sequel Contractors Inc

This endorsement is effective 10/01/2012 and will terminate with the policy. It is issued by the company designated in the Declaration. All other provisions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Change Endorsement

It is agreed that Item 6 Declarations Extension Schedule is replaced with attached:

See attached schedule

It is further agreed that the following Endorsements are added/revised:

Add: LCU 21 70 11 10 Professional Liability Exclusion Including But Not Limited to Specified Operations

Revise: LCU 04 04 11 10 Employee Benefits Liability Coverage Limitation Endorsement 7

Limits of Insurance

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

No Premium Change

Item 6. Underlying Insurance

Coverage	Insurer Policy Period Policy Number	Limits of Insurance
Employers Liability	Old Republic General Insurance Corp. 10/1/2012 to 10/1/2013 A1CW01471201	\$1,000,000 By Accident Each Accident \$1,000,000 By Disease Policy Limit \$1,000,000 By Disease Each Employee
Auto Liability	Old Republic General Insurance Corp. 10/1/2012 to 10/1/2013 AICA01471201	\$1,000,000 CSL
General Liability	Old Republic General Insurance Corp. 10/1/2012 to 10/1/2013 AICG01471201	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Ops Aggregate \$1,000,000 Pers & Adv Injury Limit

Company Profile

OLD REPUBLIC GENERAL INSURANCE CORPORATION
307 N MICHIGAN AVE 17TH FL
CHICAGO, IL 60601-5382
800-331-5554

Former Names for Company

Old Name: INTERNATIONAL BUSINESS & MERCANTILE REASSURANCE COMPANY

Effective Date: 12-14-2006

Old Name: MOTORISTS BENEFICIAL INSURANCE COMPANY

Effective Date: 04-21-1982

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA 95833-3505
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	24139
NAIC Group #:	<u>0150</u>
California Company ID #:	1800-2
Date authorized in California:	June 30, 1965
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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

Company Complaint Information

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

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Company Profile

LIBERTY INSURANCE CORPORATION
175 BERKELEY STREET
BOSTON, MA 02117
800-526-1547

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA 95833-3505
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	42404
NAIC Group #:	<u>0111</u>
California Company ID #:	3184-9
Date authorized in California:	December 15, 1988
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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
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