

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



651

**SUBMITTAL DATE:**  
January 8, 2013

**FROM:** Riverside County Regional Medical Center (RCRMC)

**SUBJECT:** Contract Agreement with Proximare Health, Inc.

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

- 1) Ratify and authorize the Chairman of the Board to execute the Contract Agreement with Proximare Health, Inc. for an aggregate amount of \$877,000 for a five year term effective January 1, 2013, which contains an option to renew the agreement for four additional one-year periods, ending through January 31, 2017; and
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed ten percent of the maximum amount.

**BACKGROUND:** In response to the federally approved five year, "Bridge to Reform" Section 1115(a) waiver proposal, under the direction of the Executive Office, the Health Care Governance (cont'd page 2)

*Douglas D. Bagley*  
\_\_\_\_\_  
Douglas D. Bagley, Hospital Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$251,000	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

<b>SOURCE OF FUNDS:</b> 40% Blue Shield Grant, 60% LIHP	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

- |                                  |  |
|----------------------------------|--|
| <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Policy |
| <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Policy |

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

**Prev. Agn. Ref.:**

**District:** All

**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3-38

FORM APPROVED COUNTY COUNSEL  
 BY: *Neal R. Kohns*  
 DATE: *1/8/13*  
 Departmental Concurrence  
 Purchasing: *Mark Selzer*, Assistant Director

**BACKGROUND (Continued):**

Committee was formed to oversee and guide the health care delivery system within Riverside County and to implement Riverside County HealthCare (RCHC), Riverside County's LIHP. This program will provide health care services for non-traditional Medi-Cal populations through the Medicaid Coverage Expansion (MCE) Program. The RCHC provider network will include: 1) Riverside County's ten Federally Qualified Health Center (FQHC) Look Alike family care centers; 2) three FQHC community clinics; and 3) Riverside County Regional Medical Center (RCRMC). To ensure RCHC's successful implementation- information technology infrastructure is needed in several areas to support program operations. One key element is an electronic referral management system which can efficiently manage patient referrals for specialty care services to ensure timely patient access to services. It will also help track the costs associated with authorized out-of-network services. Currently, over 43,000 referral requests are received per year, or about 3,600 referrals per month. They are processed on a manual basis through a paper/fax system.

On behalf of RCHC, County Purchasing released a Request for Proposal (RFP #MCARC179), to secure for an electronic, web-based patient referral management system for RCHC. Solicitations were sent to nine prospective vendors specializing in these services and advertised on the County's Internet/Website. Two proposals were received and evaluated by four RCRMC administrative staff familiar with the service component. The evaluation team reviewed and scored each proposal based on the evaluation criteria as specified in the RFP, which includes the bidder's overall responsiveness to the RFP requirements, their experience with other comparable size hospital facilities, their references as it pertains to the scope of work of the RFP, their technical capability and the overall cost to the County. The two scores were 62.55 and 91.20 with Proximare Health, Inc. receiving the highest score of 91.20.

**PRICE REASONABLENESS:**

Proposed costs were evaluated and the cost ranged from \$251,560 annually to \$607,000 annually. Proximare Health proposed the lowest cost of \$251,560 annually and provided a proposal which best meets the needs of the program which the evaluation team recommended as the most responsible/responsive bid.

**FINANCIAL IMPACT:**

Funding for this service is 40% Blue Shield Grant and 60% LIHP

**REVIEW/APPROVAL:**

County Purchasing and County Counsel

DB:ns



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

25879

Tracking Number for  
Internal Use Only

<b>REQUESTED PURCHASE:</b>		SOFTWARE (LIHP PROJECT CODE MC6310005 AND BLUE CROSS GRANT – PROJECT CODE MC303054) FOR IRIS SOFTWARE AS A SOLUTION SERVICES	
<b>DEPARTMENT/AGENCY:</b>		HOSPITAL ADMINISTRATION - RCRMC	
<b>CONTACT NAME/PHONE:</b> MARYGRACE HEDGE – EXT. 64747; KRISTY KEERS – EXT. 65428			
<b>PURCHASE REQUEST:</b> <input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT			
<b>PURCHASE TYPE:</b> <input type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL			
<b>DESCRIBE REQUESTED PURCHASE</b>		<p>Through the funding of the LIHP Project and Blue Cross Grants, the Internet Referral Information System (IRIS) is a web based system that has been designed to improve the quality and efficiency of patient referrals to specialty care and diagnostic services, and enhance access to these needed resources. The IRIS software application system runs on servers utilizing the Microsoft Windows operating system and further utilizes Microsoft SQL Server, ASP.NET, ASP, C#, _JavaScript, XSD, CSS and T-SQL.</p> <p>\$241,000 year one costs (Includes implementation \$112,000 and maintenance/support costs \$129,000) \$129,000 year two - five costs (total of \$516,000 for maintenance/support costs) Total for five years = \$757,000 RCRMC staff/interface costs = \$120,000 Total project costs = \$877,000</p>	
<b>BUSINESS NEEDS ADDRESSED</b>		Yes – Proximare Health was recommended for award as a result of RFP MCARC179, which will be presented to the Board of Supervisors for approval.	
<b>ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?</b>		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN	
<b>BUSINESS CRITICALITY</b>		<b>BUSINESS IMPACT (SELECT ALL THAT APPLY)</b>	
<input type="checkbox"/> Run the business <input checked="" type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business		<input type="checkbox"/> Support current operations <input type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies	
<b>BUSINESS RISKS</b>	Financial: Operational: Customer:		
<b>ALTERNATIVE SOLUTIONS</b>	1. [Solution] 2. [Solution] 3. [Solution]		
<b>TRANSACTION</b>	<input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____		



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

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<b>PURCHASE COST:</b>  \$877,000.00 See 5-year detail above	<b>COST BENEFIT ANALYSIS</b>			
		ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNAT
	Current Annual Cost	\$ 241,000		
	Ongoing Annual Cost	\$ 129,000		
	Annual Cost Savings			
	Net Annual Savings			
	Project Implementation Cost	\$ 232,000		
Project Payback Period? yrs				

Department Head Signature: *David Boshay* Date: *2-22-13*

**RCIT RECOMMENDATION** - for purchases and renewals under \$100,000

Recommended:  Yes  No (Non-recommended requests submit to TSOC)  
 By: *Kristen P. Calhoun* Date: *2/25/2013*  
 Chief Information Officer Signature: *Kevin Crawford* Date: *2/25/2013*

**RCIT explanation for non-recommended requests:**

**TSOC RECOMMENDATION** for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals.

Recommended:  Yes  No (In no, provide explanation below)  
 TSOC Chair Signature: *Kevin Crawford* Date: *27 Feb 13*

**TSOC explanation for denied requests:**





# PROXIMARE HEALTH INC.

4 Pennefeather Lane  
Savannah, GA 31411  
(912)-665-1582  
sullivanj@proxhealth.com

Proximare Health, Inc., a Delaware Corporation, (hereinafter called "Proxhealth") and: **COUNTY OF RIVERSIDE**, a political subdivision of the State of California through its medical center, Riverside County Regional Medical Center, (hereinafter called "CUSTOMER"), in consideration of the covenants contained herein and other good and valuable consideration, the parties hereby agree on this day as follows:

## **1. SERVICES AGREEMENT**

Proxhealth agrees to provide, and CUSTOMER agrees to accept, the IRIS IMPLEMENTATION SERVICES described in Schedule A, the IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES including the license for internal use of the IRIS software described in Schedule B, the IRIS APPLICATION SUPPORT SERVICES described in Schedule C-1, the IRIS INTERFACE SUPPORT SERVICES described in Schedule C-2, the CUSTOM DEVELOPMENT SERVICES described in Schedule D and the IRIS/IVR INTEGRATED SERVICES described in Schedule E. Schedules A, B, C, D and E are attached hereto, made part herein, and referred to collectively hereafter as SYSTEM SERVICES. CUSTOMER provides medical services to the residents of Riverside County in California and intends to utilize the SYSTEM SERVICES to provide patient referral services within their area of operation. The SYSTEM SERVICES will be provided in accordance with this agreement, for the prices and rates in effect at the time of delivery, or otherwise incorporated by this agreement and schedules.

## **2. CUSTOMER'S RESPONSABILITIES**

The CUSTOMER shall be responsible for obtaining and maintaining appropriate Business Partner Agreements with every care provider that will place Electronic Protected Health Information (EPHI), as defined in the HIPAA Privacy and Security Rules, transmissions through the SERVICES. The Business Partner Agreements must be in compliance with the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA") and The Health Information Technology for Economic and Clinical Health Act (Title XIII, American Recovery and Reinvestment Act, 2009) (Public Law 111-5) ("The HITECH Act"). PROXHEALTH shall adhere to all terms and conditions as outlined and specified in Attachment 1, HIPAA Business Associate Addendum, attached hereto and incorporated herein by this reference.

## **3. TERM**

This Agreement shall be effective upon signature by both parties, with the option to renew/extend for four (4) additional periods, renewable in one year increments, unless terminated earlier. The SERVICES shall commence as follows and as agreed upon by both parties:

- IRIS IMPLEMENTATION SERVICES - Upon contract execution.
- IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES- Upon the mutually agreed date as defined during the IMPLEMENTATION SERVICES.
- IRIS APPLICATION SUPPORT SERVICES - Upon activation of the IRIS SaaS SERVICES
- IRIS INTERFACE SUPPORT SERVICES - Upon activation of the IRIS SaaS SERVICES
- IRIS/IVR INTEGRATED SERVICES - Upon activation of the IRIS SaaS SERVICES

The SERVICES shall remain in force as follows:

- IRIS IMPLEMENTATION SERVICES - Until commencement of IRIS SaaS SERVICES
- IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES- Shall remain in force for (24) months from actual commencement date.
- IRIS APPLICATION SUPPORT SERVICES - Shall remain in force at all times that the IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES is in force
- IRIS INTERFACE SUPPORT SERVICES - Shall remain in force at all times that the IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES is in force

Customer initials \_\_\_\_\_

- IRIS/IVR INTEGRATED SERVICES, shall remain in force for (3) months from actual commencement date.

## **4. PRICING**

IRIS IMPLEMENTATION SERVICES - As specified in Schedule A  
IRIS REMOTE COMPUTER SERVICES- As specified in Schedule B  
IRIS CUSTOMER SUPPORT SERVICES - As described in Schedule C  
IRIS CUSTOM DEVELOPMENT SERVICES - As described in Schedule D  
IRIS/IVR INTEGRATED SERVICES - As described in Schedule E

All quotes indicated and payable in U.S. Dollars. All charges will be exclusive of value added ("VAT"), sales or other taxes, except as required by law. CUSTOMER shall pay all duties and foreign, federal, state, local income taxes, VAT, and other taxes, or amounts in lieu thereof, levied or based on the SERVICES or other products or documentation provided to CUSTOMER, exclusive of taxes based upon the net income of PROXHEALTH. In the event any payments to be made by CUSTOMER are subject to applicable withholding tax that CUSTOMER is required to deduct from such payments, CUSTOMER shall promptly deliver to PROXHEALTH receipts issued by appropriate government authorities for all such taxes withheld or paid by CUSTOMER and CUSTOMER shall fully and promptly cooperate with PROXHEALTH to provide such information and records as PROXHEALTH may require in connection with any application by PROXHEALTH to obtain available tax credits.

## **5. PAYMENT TERMS**

CUSTOMER will pay PROXHEALTH for SERVICES performed and expenses incurred in accordance with the Payment terms as specified in Schedules A, B, C, D & E. CUSTOMER agrees to pay amounts within thirty (30) days of demand from PROXHEALTH in accordance with an invoice submitted to CUSTOMER. CUSTOMER reserves the right to short pay or adjust PROXHEALTH invoices for errors found on invoices. CUSTOMER will notify PROXHEALTH of any and all errors prior to any payment made.

Maximum payment by CUSTOMER to PROXHEALTH shall not exceed eight hundred seventy seven thousand dollars \$877,000 for the full term of this Agreement.

## **6. USERID AND PASSWORD SECURITY**

The IRIS REMOTE COMPUTER SERVICE requires each CUSTOMER designated System Manager to be assigned a unique USERID and PASSWORD. CUSTOMER must provide PROXHEALTH with the designations in writing. PROXHEALTH will create a user record for each designated individual and assign them to the role of Referral Support Center Administrator. (RSC ADMIN) The PASSWORD provided by PROXHEALTH must be changed by the USER on their first use. CUSTOMER is solely responsible for maintaining the confidentiality, safety and security of the RSC ADMIN USERIDs and PASSWORDS. CUSTOMER is not authorized or permitted to share RSC ADMIN USERIDs or PASSWORDS with any other party. Furthermore, CUSTOMER is entirely responsible for any and all activities that occur under any RSC ADMIN USERID. CUSTOMER agrees to notify PROXHEALTH immediately upon the separation or reassignment of personnel to whom an RSCADMIN USERID has been provided as well as any unauthorized use of an RSC USERID, or any other breach of security. PROXHEALTH will not be liable for any loss that CUSTOMER may incur as a result of any unauthorized use of an RSC ADMIN USERID, either with or without knowledge. However, CUSTOMER could be held liable for losses incurred by PROXHEALTH or another party due to unauthorized use of an RSC ADMIN USERID. CUSTOMER RSC administrators and site administrators (SITEADMIN) designated by the CUSTOMER will be responsible for the creation of all USERIDs and PASSWORDS that will be employed in the use of the IRIS REMOTE COMPUTER SERVICES. CUSTOMER is solely responsible for maintaining the confidentiality, safety and security of all USERIDs and PASSWORDS. PROXHEALTH will not be liable for any loss that CUSTOMER may incur as a result of any unauthorized use or misuse any USERID.

## **7. RESTRICTIONS**

As a condition of use of the SERVICES, CUSTOMER hereby agrees to the following restrictions:

- CUSTOMER may not use the SERVICES for any purpose that is unlawful or prohibited by the Terms:
- CUSTOMER may not use the SERVICES in any manner that could damage, disable, overburden, or impair any PROXHEALTH server, or the network(s) connected to any PROXHEALTH server, or interfere with any other party's use and enjoyment of any SERVICES:

(c) CUSTOMER may not attempt to gain unauthorized access to any SERVICES, other accounts, computer systems or networks connected to any PROXHEALTH server or to any of the SERVICES, through hacking, password mining or any other means:

(d) CUSTOMER may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the SERVICES:

(e) CUSTOMER may not use or register the name PROXHEALTH or any other trade name or trade mark of PROXHEALTH without express, prior permission except for the brand name the CUSTOMER chooses to give to their service which must contain "IRIS" in some part the name:

(f) CUSTOMER may not obstruct the identification procedures used by PROXHEALTH in the SERVICES:

(g) CUSTOMER may not resell the use of the Service to any other party: CUSTOMER may not use the SERVICES to upload, post, reproduce or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of the copyright holder.

(h) The SYSTEM SERVICES provided are for the sole use of the CUSTOMER in their defined business and service area.

#### **8. GENERAL ADMINISTRATION AND IMPROVEMENTS**

PROXHEALTH reserves the right to make changes, including but not limited to its operating procedures, accessibility, CUSTOMER identification procedures, terminal equipment, type, browser support and location of system, and other applicable administrative improvements. PROXHEALTH will provide CUSTOMER with prior written notice of the above described changes, to the extent possible.

#### **9. USE OF SERVICES / CUSTOMER RESPONSIBILITIES**

PROXHEALTH reserves the right to take any action with respect to the SERVICES that PROXHEALTH deems necessary or appropriate in its sole discretion if PROXHEALTH believes the CUSTOMER or CUSTOMER'S information may create liability for PROXHEALTH, compromise or disrupt the SERVICES for CUSTOMER or others using the SERVICES, or cause PROXHEALTH to lose (in whole or in part) the SERVICES of PROXHEALTH' ISPs or other suppliers. The SERVICES make use of the Internet for CUSTOMER to send and receive information. As a result, CUSTOMER acknowledges and agrees that its conduct is subject to Internet regulations, policies and procedures. CUSTOMER must obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required to access and use the SERVICES in accordance with Payment terms as specified in Schedules A, B, C, D & E.

#### **10. DATA SECURITY**

PROXHEALTH will provide security provisions to insure that access to CUSTOMER'S computer-stored data files and/or programs are available only to CUSTOMER, or to persons authorized by CUSTOMER. PROXHEALTH will insure that all data transmissions, record storage and record access will be in compliance with HIPAA standards. PROXHEALTH reserves the right to change security operation procedures to improve such protection. CUSTOMER assumes full responsibility for selection and use of any protection codes or passwords as may be required or permitted by the service. PROXHEALTH also reserves the right at all times to disclose any information to third parties, as PROXHEALTH deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

#### **11. INDEMNIFICATION**

Each party covenants and agrees to indemnify and save harmless the other and their respective, officers, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any damages and liabilities (including all legal expenses) incurred or suffered directly or indirectly from or attributable to claims arising out of or relating to this Agreement.

The County covenants and agrees to indemnify and save harmless the Contractor and its, officers, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any damages and liabilities incurred or suffered directly or indirectly from or attributable to the use by County of the clinic entrance rules or any medical care resulting therefrom provided that Contractor has properly incorporated those rules into the software used by County which is the subject of this Contract.

#### **12. WARRANTY AND LIMITATION OF LIABILITY**

Except for PROXHEALTH'S breach of Section 9, IN NO EVENT SHALL PROXHEALTH, ITS LICENSORS, SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUFFERED BY CUSTOMER OR ANY THIRD

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PARTY, INCLUDING WITHOUT LIMITATION, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF REVENUES OR PROFITS, LOSS OF DATA OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS (INCLUDING WITHOUT LIMITATION, LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, WRONG DELIVERIES, SERVICE INTERRUPTIONS, PERFORMANCE OR FAILURE OF THE INTERNET, OR DELETION OR FAILURE TO SAVE DELIVERIES), PROVIDED PROXHEALTH WAS NOT AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY WERE NOT FORESEEABLE. THE SERVICES ARE PROVIDED 'AS IS' AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO THE SERVICES OR ANY OTHER PRODUCT, DOCUMENTATION OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HERewith. PROXHEALTH FURTHER EXPRESSLY DISCLAIMS GUARANTEE OF CONTINUED AVAILABILITY OF THE SERVICE OR ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE TITLE OR NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO MARKETING LITERATURE OR COLLATERAL OR STATEMENTS REGARDING PERFORMANCE OF THE SERVICES BY PROXHEALTH WHICH IS NOT CONTAINED IN THIS SECTION OR SPECIFIED IN THE ATTACHED SCHEDULES SHALL BE CONSIDERED TO BE A WARRANTY OR REPRESENTATION, SHOULD NOT BE RELIED UPON AND IS NOT BINDING UPON PROXHEALTH.

In addition to the disclaimer set forth in section WARRANTY AND LIMITATION OF LIABILITY, PROXHEALTH does not:

(a) Represent or endorse the accuracy or reliability or any data, opinion, advice, statement or prescribed action made through the Service.

(b) Assume liability for any harassing, offensive or obscene material distributed through the Service.

(c) Assume any liability for any material distributed through the Service which is distributed in violation of any third party's copyright or other intellectual property right.

(d) Assume liability for claims concerning unsolicited commercial fax, email or voice messages, including (but not limited to) Telephone Consumer Protection Act of 1991, CRTC 2001-193, FTC regulations, and the Can-Spam Act.

(e) Assume liability for any reassignment of a CUSTOMER number, CUSTOMER USERID, CUSTOMER PASSWORD, or any other USERID used in conjunction with SERVICES.

Except for PROXHEALTH'S breach of DATA SECURITY, in any and all other cases for any and all other causes (i) PROXHEALTH may elect, in lieu of paying damages or granting offset, to correct errors or omissions within a reasonable time from notification of such errors or omissions, and (ii) CUSTOMER agrees that PROXHEALTH shall not be liable to CUSTOMER for any expenses, claim, loss or damage unless CUSTOMER provides PROXHEALTH with written notice on any claimed errors or omissions within thirty (30) days of CUSTOMER'S receipt of the report giving rise to the claim. The limited warranty and remedies set out herein are fundamental elements of the basis of the agreement between CUSTOMER and PROXHEALTH. CUSTOMER acknowledges and agrees that PROXHEALTH would not be able to provide the SERVICES at the rates charged without such limitations. CUSTOMER represents and covenants to PROXHEALTH that: (a) the information submitted for transmission via the PROXHEALTH network for PROXHEALTH SERVICES is for lawful purposes only and that the transmission of messages or files is not in violation of any federal, state or provincial laws: (b) CUSTOMER will not transmit any unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful or otherwise objectionable information of any kind, including, but not limited to, encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability or otherwise violate any local, state, national or other law: and (c) CUSTOMER will comply with all applicable laws, regulations, or conventions including those related to FTC, FCC, State, or Local provisions including Do-Not-Call provisions of the previous, data privacy, international communications, and export of technical or personal data.

#### **13. FORCE MAJEURE**

Unless continuing for a period of ninety (90) consecutive days, or involving obligations of payment hereunder, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due entirely to an event of force majeure, or to causes beyond the reasonable control of the defaulting party including without limitation, strikes, riots, civil disturbances, actions or inactions concerning governmental authorities, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default

of a common carrier, or interruptions of the Internet such as failure of a third party telecommunications provider or internet service provider or third party hosting provider, always provided that the party so relieved of its obligations shall take reasonable steps to prevent, correct or amend such act or event which renders such obligations impossible.

#### **14. OWNERSHIP**

CUSTOMER acknowledges and agrees that PROXHEALTH or its licensors are the exclusive owners of all right, title and interest in and to the SYSTEM SERVICES, products or documentation supplied pursuant to the SYSTEM SERVICES, including without limitation, all intellectual property rights, copyrights, patents, trade secrets, trademarks and any other intellectual or industrial property rights whatsoever. CUSTOMER shall not copy, make extracts from, create derivative works, translate or otherwise modify any of the products or the documentation (except as permitted above) provided by PROXHEALTH as a component of the SYSTEM SERVICES or available from the PROXHEALTH website. The provision of SYSTEM SERVICES by PROXHEALTH does not convey any license by implication, estoppel, or otherwise, under any patent, copyright, trade secret, trademark or any other intellectual property right whatsoever. PROXHEALTH acknowledges that all Clinical Rules developed by the CUSTOMER are the exclusive property of the CUSTOMER with all right, title and interest in and to the Clinical Rules.

#### **15. BRAND OBSTRUCTION**

CUSTOMER recognizes and acknowledges the great value of the goodwill associated with the name, service marks, logos and trademarks of PROXHEALTH and the identification of the SYSTEM SERVICES therewith. CUSTOMER shall not obscure, effect or permit the removal or alteration of any patent numbers, trade names or marks, copyright markings or other proprietary rights markings, warning labels, serial numbers, or the like affixed to the products or documentation or associated with the SYSTEM SERVICES (including those appearing on forms available from the website).

#### **16. ASSIGNMENT**

Any assignment of this agreement by CUSTOMER without the prior written consent of PROXHEALTH shall be void except, however, CUSTOMER may assign this agreement without PROXHEALTH's prior written consent to a 3rd party that purchases or otherwise acquires substantially all the assets of CUSTOMER. CUSTOMER insolvency, receivership, voluntary or involuntary bankruptcy, or the institution of proceedings thereof, or any assignment by CUSTOMER for the benefit of its creditors, will immediately terminate this agreement without notice.

#### **17. TERMINATION**

If applicable, PROXHEALTH may terminate the IRIS/IVR INTEGRATED SERVICES provision to CUSTOMER (i) on the fifteenth (15th) day after notice to CUSTOMER of a breach of the Terms, unless such breach is cured before that day; (ii) immediately, if CUSTOMER uses the IRIS/IVR INTEGRATED SERVICES for illegal, immoral, unauthorized or unlawful purposes or for purposes which, in the sole opinion of PROXHEALTH, may affect the goodwill or reputation of PROXHEALTH; or (iii) if CUSTOMER is in default of payment and fails to remit payment within thirty (30) days following the date of PROXHEALTH's invoice. Upon the occurrence of any of termination event for cause, CUSTOMER's access to the IRIS/IVR INTEGRATED SERVICES shall be terminated immediately. PROXHEALTH shall have no responsibility to notify any third party, including any third party providers, of any suspension, restriction or termination of CUSTOMER's account. Any termination of CUSTOMER account shall not relieve CUSTOMER from any amounts owing or any other liability accruing under this agreement prior to the time that such termination becomes effective. PROXHEALTH may terminate the IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES provision to CUSTOMER (i) on the forty fifth (45th) day after notice to CUSTOMER of a breach of the Terms, unless such breach is cured before that day; (ii) immediately, if CUSTOMER uses the IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES for illegal, immoral, unauthorized or unlawful purposes or for purposes which, in the sole opinion of PROXHEALTH, may affect the goodwill or reputation of PROXHEALTH; or (iii) if CUSTOMER is in default of payment and fails to remit payment within forty five (45) days following the date of PROXHEALTH's invoice. Upon the occurrence of any of termination event for cause, CUSTOMER's access to the IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES shall be terminated immediately. PROXHEALTH shall have no responsibility to notify any third party, including any third party providers, of any suspension, restriction or termination of CUSTOMER's account. Any termination of CUSTOMER account shall not relieve CUSTOMER from any amounts owing or any

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other liability accruing under this agreement prior to the time that such termination becomes effective.

CUSTOMER may terminate this Agreement without cause upon 30 days written notice served upon PROXIMARE stating the extend and effective date of termination. CUSTOMER may, upon five (5) days written notice, terminate this Agreement for PROXIMARE's default, if PROXIMARE refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and dies not immediately cure such failure. In the event of such termination, CUSTOMER may proceed with the work in any manner deemed proper by CUSTOMER. After termination, CUSTOMER shall make payment only for PROXIMARE's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibits A, B, C, D, & E.

#### **18. DISPOSITION OF CUSTOMER PROPERTY UPON TERMINATION**

Upon termination of this agreement and prior to date of termination, CUSTOMER shall give PROXHEALTH written instructions as to the disposition of CUSTOMER's information, programs, files, documents and other relative items. CUSTOMER agrees to pay any related expenses incurred by PROXHEALTH if these instructions require a form other than secure FTP. In the event the CUSTOMER provides no disposition instructions PROXHEALTH may dispose of CUSTOMER information at its discretion.

#### **19. NOTICES**

All written notices required under this agreement shall be hand delivered or deposited in the United States mails with postage prepaid thereon as registered or certified mail, with return receipt requested, addressed as follows:

To CUSTOMER: Riverside County Regional Medical Center  
26520 Cactus Avenue  
Moreno Valley, CA 92555

To PROXHEALTH: Proximare Health, Inc.  
4 Pennefeather Lane  
Savannah, Georgia 31411

#### **20. ENTIRE AGREEMENT, GOVERNING LAW AND DISPUTES**

This agreement constitutes the entire agreement between the parties concerning the subject matter hereof and the provision of SYSTEM SERVICES by PROXHEALTH and supersede all prior statements, representations, discussions, negotiations and agreements, both oral and written. The Terms may not be amended or modified unless made in writing and signed by the authorized parties hereto. Nothing in the Terms shall be deemed to limit any right or remedy that PROXHEALTH may have available at law or in equity. The Terms shall be governed by and construed in accordance with the laws of the State of California. Each party waives any right, and agrees not to have any dispute under the Terms tried or otherwise determined by a jury, except where required by law. The SYSTEM SERVICES and any information that CUSTOMER receives from PROXHEALTH with respect thereto are the confidential and proprietary information of PROXHEALTH.

#### **21. SURVIVAL**

The terms and provisions hereof shall be binding and inure to the benefit of the successors of the parties hereto.

#### **22. ALTERATION**

This agreement may not be waived, altered or modified, unless made in writing and signed by the authorized parties hereto.

#### **23. SEVERABILITY, FURTHER ASSURANCES, NO WAIVER**

In the event that any part of this Agreement is deemed by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be deemed severed without invalidating any other provision hereof. The parties agree to do all such things and to execute such further documents as may reasonably be required to give full effect to this Agreement. No forbearance to enforce any right shall be a waiver thereof and no waiver shall be effective except and to the extent it is in writing.

#### **24. LANGUAGE**

The original Terms have been written in English and CUSTOMER waives any right it may have under the laws of CUSTOMER's territory to have the Terms written in any other language. CUSTOMER represents that it has the ability to read and write in English and has read and understands the Terms. If the Terms are translated into a language other than English, the English version and interpretation



shall govern and prevail. All communications between the parties hereunder shall be in English.

**25. ACCEPTANCE**

The parties have accepted the terms and conditions of this agreement and set forth their seals on the date indicated.

**26. DUE UPON CONTRACT EXECUTION**

In accordance with Payment terms as specified in Schedules A, B, C, D & E-- the items specified below are due upon contract execution:

- Per schedule A \$ 50,400.00
- Per schedule B \$ 0.00
- Per Schedule C \$ 0.00
- Per Schedule D \$ 20,000.00
- Per schedule E \$ 0.00

TOTAL DUE AT CONTRACT EXECUTION \$ 70,400.00

PROHEALTH maintains a multi-license Escrow Agreement Deposit Account with NCC Group (the "Escrow Agreement") whereby PROXHEALTH deposits source code for the Licensed Software, encrypted configuration files and all upgrades thereto, and the full and complete documentation related to the foregoing (collectively, the "Escrow Material"), with the escrow agent.

The CUSTOMER is granted the option to claim protection under the "Escrow Agreement" by registering with the escrow agent and payment of the \$1,750.00 annual registration fee. This service may be activated at any time by the CUSTOMER.

COUNTY OF RIVERSIDE

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_      \_\_\_\_\_  
 Date                      Title

PROXIMARE HEALTH, INC.

\_\_\_\_\_  
 Signature *R. J. Sullivan*

\_\_\_\_\_  
 Printed Name *R. J. Sullivan*

\_\_\_\_\_  
 Date *12/10/12* Title *President*

FORM APPROVED COUNTY COUNSEL  
 BY: *Neal R. Kipnis* DATE *11/5/13*  
 NEAL R. KIPNIS



**PROXIMARE**  
HEALTH INC.

4 Pennefeather Lane  
 Savannah, GA 31411  
 (912)-665-1582  
 sullivanj@proxhealth.com

*Erica Lee Kersey*  
 Erica Lee Kersey

**Notary Public**  
 Chatham County, Georgia  
 My Commission Expires July 10, 2016





# PROXIMARE HEALTH INC.

4 Pennefeather Lane  
Savannah, GA 31411  
(912)-665-1582  
sullivanj@proxhealth.com

## SCHEDULE A IRIS IMPLEMENTATION SERVICES

### COUNTY OF RIVERSIDE

Agreement entered into on the date set forth above between Proximare Health, Inc. (PROXHEALTH), a DELAWARE CORPORATION, and the "CUSTOMER". Any quotation set forth below shall remain in effect until the date indicated below, unless modified in writing by PROXHEALTH, prior to acceptance by PROXHEALTH of any order made hereunder. A valid contract binding upon PROXHEALTH comes into being upon execution of this agreement by a duly authorized employee of PROXHEALTH. This agreement, together with the terms & conditions acceptable to PROXHEALTH with respect to its subject matter as of its date, supersedes all prior agreements, negotiations and proposals, written or oral, and does not operate as an acceptance of any conflicting terms or provisions of any purchase order of CUSTOMER or any other instruments. The terms & conditions contained herein and attachments as referenced below shall prevail notwithstanding any variance with the terms and conditions of any order submitted by CUSTOMER for equipment sold or services provided hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized employee of PROXHEALTH.

### IRIS IMPLEMENTATION SERVICES

Upon execution and acceptance of this agreement, PROXHEALTH will conduct the implementation services outlined below. The IMPLEMENTATION SERVICES are projected to occur over a period of 60-90 days and will culminate in the first productive use of the IRIS SOFTWARE AS A SOLUTION (SaaS) SERVICES in the placement of patient referral orders.

#### PHASE 1 DESIGN OF INITIAL SYSTEM

- Define the operational units that will comprise the initial implementation.
  - Referring SITES
  - Servicing CLINICS (there will be overlap between these two lists)
  - Servicing Diagnostic service clinics
  - Attendant Clinical Rules required list
- Observe and document existing processes across all units
  - Referral generation options (standard procedure and all the back doors)
  - Patient notifications
  - Document flows
  - Appointment scheduling processes/systems
  - Identify the specific **orderables** (CAT Scan, MRI, US, ER,e.g.) that will be included in the initial implementation
  - Confirm "probable" rules that will be required
- Prepare the IRIS based process redesign for NUMC
- Present the NUMC INITIAL IRIS SYSTEM & gain acceptance to the design, scope and plan.

#### PHASE 2 RULE DESIGN

- Using the existing and available Cook County clinical rule documents as the start point, lead the Referral Support Center "Director" (RSC) in the initial rule reviews with the departmental chairs and transfer the process skills required to development and document the NUMC rules. These sessions will be lead by Joe Sullivan and will be attended by the NUMC representative that will assume this role in the post implementation period.

#### PHASE 3 IRIS BUILD PHASE

1. Proximare will generate the NUMC IRIS development site based on the most recent IRIS production system.
2. Train the CUSTOMER's designated staff (Referral Support Center) on the operations of their IRIS system.
3. Directly assist the RSC staff to set up the sites, clinics, orderables, templates, scheduling work queues, and reports that will be used on 'go live'
4. Code, test and activate the initial CUSTOMER rules and attach appropriate Orderables. Provide the training material and prepare the RSC staff to conduct Site Admin training and setup of initial sites

PHASE 4 IMPLEMENTATION

1. Develop the roll out plan for 'go live'.
2. Develop the training strategy and conduct the required user training of the RSC staff. (A user tutorial is recommended to be included in the plan)
3. Directly support RSC staff in any of the initial 'go live' sites that is identified as requiring special attention.

Price for the IRIS IMPLEMENTATION SERVICES \$72,000.00

Payment terms

- 60% due upon contract execution
- 40% due on 1<sup>st</sup> day of productive use of the IRIS system  
(1<sup>st</sup> day of productive use is defined as the day of first NON-TEST referral order placement)
- All payments shall be due within 30 days of invoice.

Term

- The IRIS IMPLEMENTATION SERVICES shall be considered complete and conclude with the first productive use of the CUSTOMER unique IRIS system. This shall coincide with the activation of the IRIS REMOTE COMPUTING SERVICES.



# PROXIMARE HEALTH INC.

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## SCHEDULE B IRIS SOFTWARE AS A SOLUTION (SaaS) SERVICES

### COUNTY OF RIVERSIDE

Agreement entered into on the date set forth above between Proximare Health, Inc. (PROXHEALTH), a DELAWARE CORPORATION, and the "CUSTOMER". Any quotation set forth below shall remain in effect until the date indicated below, unless modified in writing by PROXHEALTH, prior to acceptance by PROXHEALTH of any order made hereunder. A valid contract binding upon PROXHEALTH comes into being upon execution of this agreement by a duly authorized employee of PROXHEALTH. This agreement, together with the terms & conditions acceptable to PROXHEALTH with respect to its subject matter as of its date, supersedes all prior agreements, negotiations and proposals, written or oral, and does not operate as an acceptance of any conflicting terms or provisions of any purchase order of CUSTOMER or any other instruments. The terms & conditions contained herein and attachments as referenced below shall prevail notwithstanding any variance with the terms and conditions of any order submitted by CUSTOMER for equipment sold or services provided hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized employee of PROXHEALTH.

### IRIS SOFTWARE AS A SOLUTION (SaaS) SERVICES

The Internet Referral Information System, herein designated IRIS, is a web based system that has been designed to improve the quality and efficiency of patient referrals to specialty care and diagnostic services, and enhance access to these needed resources. The system incorporates dynamic embedded CUSTOMER defined and owned clinic entrance rules that facilitate application of clinical guidelines and administrative policies consistently to all PROXHEALTH users, rationalizing access to resources. IRIS tracks and manages each referral through the appointing process, and provides patient appointment information via interface to an automated telephone notification system, optional e-mail and text messaging and a 24 x 7 automated patient appointment inquiry line. Ordering providers are notified through an integrated secure communications function. The IRIS software application system runs on servers utilizing the Microsoft Windows operating system and further utilizes Microsoft SQL Server, ASP.NET, ASP, C#, \_JavaScript, XSD, CSS, and T-SQL.

Within 20 days of the execution and acceptance of this agreement, PROXHEALTH will commence the operation of a CUSTOMER unique IRIS patient referrals system. This CUSTOMER unique IRIS system will operate on the PROXHEALTH computer/network facilities. The initial operation of the CUSTOMER unique IRIS system will be employed in support of the IRIS IMPLEMENTATION SERVICES and such use shall not be considered as activating the IRIS SaaS SERVICES. Commencement of the IRIS SOFTWARE AS A SOLUTION (SaaS) SERVICES shall be linked to the first productive use of the CUSTOMER unique edition IRIS for the placement of non-test patient referral orders.

Upon activation of the IRIS SOFTWARE AS A SOLUTION (SaaS) SERVICES section of this agreement and for the duration of the term of this Contract, PROXHEALTH shall provide the CUSTOMER with an unlimited license to access and use the CUSTOMER unique IRIS system for their internal use only. PROXHEALTH will provide all computer hardware and software required to sustain the Service Levels defined below. In addition PROXHEALTH shall provide all IRIS software maintenance as a part of this agreement.

#### Maintenance Service

During the term of this Contract, PROXHEALTH shall provide maintenance of the IRIS Software. This maintenance includes, testing, implementation of off-cycle distribution fixes and upgrades, disaster recovery, and data administration, to provide a timely, reliable and accurate referral system to the Customer user community. Also included in this maintenance is the continued migration of the IRIS software on to the new System Software that will be required from time to time. PROXHEALTH will provide the Customer with a stable, predictable and reliable Software environment. PROXHEALTH shall ensure that the Software and operational processes maintain compliance with all applicable regulatory requirements and quality standards throughout the Contract. The following Software maintenance activities will be provided:

- a) Error Correction, Regulatory Changes, and Software Release Upgrades (including operating system upgrades) and Repair Services which return the Software to full functionality after a production problem is discovered.
- b) Conversion Services which consist of changes and testing of the Software due to changes in the operating environment.
- c) Preventive Maintenance Services required to maintain existing functionality and committed service levels.
- d) Monitoring of overall system performance with adjustment of operating system software (windows /asp.net2/SQL server, etc.) and IRIS Software as needed to maintain the system availability at a 99.5% level across each month and available 24 hours per day.
- e) Quality assurance
- f) Troubleshooting
- g) Data management/integrity services, including IRIS data tables and data storage. PROXHEALTH shall maintain a disaster recovery plan for the IRIS Software and provide written documentation of recovery procedures and contacts.
- h) Monitoring of security performance and adjustment of system software (windows /asp.net2 /SQL, etc.) and the Software as needed to maintain industry standard data security. Application of all security updates to the operating system (Windows) and data base software (SQL server) to ensure data integrity and security, maintenance, support and testing of the current interface, system, and environment between the Interactive Voice Response (IVR) automated telephone appointment notification system and the IRIS Software (including data exchanges, real-time interfaces, batch file transfers, and data conversion environments)

(SaaS) Service

The IRIS software is housed and operated on servers and system software provided by PROXHEALTH. During the term of this Contract, PROXHEALTH shall provide the following server provisioning and system software for the CUSTOMER unique IRIS:

- a) Provide servers, data storage devices and system software hosting for IRIS.
- b) Provide a secure and well-conditioned physical-processing environment for the operation of the IRIS server.
- c) Maintain adequate server and data storage capacity to insure system performance to the system availability levels set forth below in Service Levels.
- d) Perform full data backup on the following schedule:
  - a. A complete backup at midnight every Sunday.
  - b. A differential backup every day at 2 am.
  - c. A "transaction log" backup every day at 10am, 2pm, 6pm and 10pm.
  - d. All backups shall be on a mirrored (RAID 1) hard drive set.
  - e. Every two weeks, a complete backup of the IRIS data is backed up to a separate (offsite) computer.
- e) Conduct any data or system recovery actions required.
- f) Provide and maintain Virus protection software and updates on the IRIS server.
- g) Monitor and control the server against virus activity.
- h) Verify software upgrades are Virus free before installing.
- i) Execute virus disinfectant procedures when necessary.
- j) Provide server problem resolution.

Service Levels

The service levels to be delivered by PROXHEALTH are:

- a) Provide IRIS to an availability level of 99.5% across each month during the term of this Contract. The CUSTOMER unique IRIS shall be available to the Customer 24 hours per day for each day during the term of this Contract. All scheduled maintenance shall be performed between the hours of 11:00 pm through 5:00am. All times will be central time zone. The availability level shall be applied to each month's scheduled operations, with a report on IRIS availability available to the Customer quarterly.
- b) The performance level of IRIS shall be measured using the time it takes the application to generate the main menu for any user (measured from the time the request was received by the IRIS server to the time the IRIS server generates the menu). The performance level shall be less than one-half second (0.5s).

Term: The term of IRIS SaaS SERVICES is 24 months from the date of activation. Upon expiration of term, contract shall renew for same period unless notice to discontinue is received in writing Ninety (90) days prior to current term expiration date.



Price: \$93,000.00 per 12 month period, billable at the commencement of the period.

Payment terms: This fee is billable 45 days before the 12<sup>th</sup> month anniversary of the day of first productive use. The billing in the initial period will be on the first day of productive use. All payments shall be due within 30 days of invoice.



# PROXIMARE HEALTH INC.

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## SCHEDULE C-1 IRIS APPLICATION SUPPORT SERVICES

### COUNTY OF RIVERSIDE

Agreement entered into on the date set forth above between Proximare Health, Inc. (PROXHEALTH), a DELAWARE CORPORATION, and the "CUSTOMER". Any quotation set forth below shall remain in effect until the date indicated below, unless modified in writing by PROXHEALTH, prior to acceptance by PROXHEALTH of any order made hereunder. A valid contract binding upon PROXHEALTH comes into being upon execution of this agreement by a duly authorized employee of PROXHEALTH. This agreement, together with the terms & conditions acceptable to PROXHEALTH with respect to its subject matter as of its date, supersedes all prior agreements, negotiations and proposals, written or oral, and does not operate as an acceptance of any conflicting terms or provisions of any purchase order of CUSTOMER or any other instruments. The terms & conditions contained herein and attachments as referenced below shall prevail notwithstanding any variance with the terms and conditions of any order submitted by CUSTOMER for equipment sold or services provided hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized employee of PROXHEALTH.

### IRIS APPLICATION SUPPORT SERVICES

#### STANDARD IRIS APPLICATION SUPPORT SERVICES

The CUSTOMER must provide a dedicated person/s (staff) that will be responsible for the oversight and management of the CUSTOMER unique IRIS system. The CUSTOMER staff is responsible to perform the following duties:

1. Provide Level 1 Help Desk support for the application, network issues and user problems.
2. Identify and conduct rule design meetings with responsible providers.
3. Document all rules and rule changes and obtain authorization by use of the CUSTOMER defined approval process.
4. Validate the rule or rule change as programmed and perform activation.
5. Produce all standard reports from the system.
6. Receive the Month End File Transfer that is used to provide the detail data in the form of an excel file.
7. Develop and perform Ad Hoc reports as required using the detail data obtained through the month end download file.
8. Create and make all confirmation messages and changes.
9. Create and make all Broadcast messages.
10. Using the material provided by PROXHEALTH, conduct user training.

PROXHEALTH, working in support of CUSTOMER staff, shall provide the following services.

1. Advise on the optimal setup of the IRIS system to meet emerging and changing needs.
2. Perform all set-up actions and the ongoing management of the various tools and options contained in the IRIS product. Set-up and management actions are required in areas that include orderable creations/changes, site creations, work queue creations/changes, clinic creations/changes, template creations/changes, patient instruction creations/changes.
3. Advise on all confirmation message creation/changes, and broadcast message creations.
4. Provide Level 2 Help Desk support.
5. Research all reported application issues and either resolve the issues or document the problem in a level of detail that will permit the PROXHEALTH's level 3 support to resolve.
6. In direct interaction with the CUSTOMER's designated staff and responsible providers, guide the design of rules to meet requirements.
7. Perform all new rule programming or rule changes using authorized rule definition documentation and maintain control logs on the process. Program all new rules and rule changes in the XML language supported in IRIS, test the programmed rule or rule change and upload into the system.
8. Advise on the use of all standard reports from the system.

Customer initials \_\_\_\_\_

9. Provide design review and advice on the proper use of the Software's functions and configuration options to best fit the needs of the CUSTOMER and ensure productive employment of all functionalities in the Software.
10. Research and resolve any apparent aberrant behavior of the Software, regardless of causal source.
11. Provide design review and advice on the proper use of Software rules function to best fit the needs of the CUSTOMER.
12. Review all new rule and rule change requests to ensure optimal design and performance.
13. Provide answers to CUSTOMER staff on any and all IRIS issues.
14. Provide incremental training and training material for additional features added to IRIS.

Term: The STANDARD IRIS APPLICATION SUPPORT SERVICES must remain in force at all times that IRIS SAAS SERVICE is in force.

Price: \$18,000.00 per 12 month period, billable at the commencement of the period.

Payment terms: This fee is billable 45 days before the 12<sup>th</sup> month anniversary of the day of first productive use. The billing in the initial period will be on the first day of productive use. All payments shall be due within 30 days of invoice.





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## SCHEDULE C-2 IRIS INTERFACE SUPPORT SERVICE

### COUNTY OF RIVERSIDE

Agreement entered into on the date set forth above between Proximare Health, Inc. (PROXHEALTH), a DELAWARE CORPORATION, and the "CUSTOMER". Any quotation set forth below shall remain in effect until the date indicated below, unless modified in writing by PROXHEALTH, prior to acceptance by PROXHEALTH of any order made hereunder. A valid contract binding upon PROXHEALTH comes into being upon execution of this agreement by a duly authorized employee of PROXHEALTH. This agreement, together with the terms & conditions acceptable to PROXHEALTH with respect to its subject matter as of its date, supersedes all prior agreements, negotiations and proposals, written or oral, and does not operate as an acceptance of any conflicting terms or provisions of any purchase order of CUSTOMER or any other instruments. The terms & conditions contained herein and attachments as referenced below shall prevail notwithstanding any variance with the terms and conditions of any order submitted by CUSTOMER for equipment sold or services provided hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized employee of PROXHEALTH.

As each HL7 interface is moved into production, ongoing support of the interface will be provided. This support will work with the COUNTY interface support staff to provide oversight and management of each IRIS HL7 Interface. The COUNTY staff is responsible to perform the following duties:

1. Monitor the HL7 interface(s), and provide such expertise in the HL7 2.x standard and the system(s) being interfaced as is necessary for the resolution of any identified issues.
2. Monitor and maintain the secure network connection between CONTRACTOR and COUNTY.
3. Respond to all requests in a timely manner as is required to ensure that service level agreements can be met.
4. Provide data schema alteration notifications (with detailed specifications) to CONTRACTOR

CONTRACTOR, working in support of COUNTY staff, shall provide the following services.

1. Monitor the HL7 interface(s), and provide such expertise in the HL7 2.x standard and the system(s) being interfaced as is necessary for the resolution of any identified issues.
2. Monitor and maintain the secure network connection between CONTRACTOR and COUNTY.
3. Respond to all requests in a timely manner as is required to ensure that service level agreements can be met.
4. Modify interfaces to changing data schema.

**Term:** The IRIS INTERFACE SUPPORT SERVICES must remain in force at all times that IRIS SAAS SERVICE is in force.

**Price:** Annual support fee of \$3,600.00 per supported interface. The annual support of the initial five (5) interfaces will be \$18,000.00 billable at the commencement of the INITIAL PERIOD.

**Payment terms:** This fee is billable 45 days before the 12<sup>th</sup> month anniversary of the day of first productive use. The billing in the initial period will be on the first day of productive use. All payments shall be due within 30 days of invoice.





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## SCHEDULE D CUSTOM DEVELOPMENT SERVICES

### COUNTY OF RIVERSIDE

Agreement entered into on the date set forth above between Proximare Health, Inc. (PROXHEALTH), a DELAWARE CORPORATION, and the "CUSTOMER". Any quotation set forth below shall remain in effect until the date indicated below, unless modified in writing by PROXHEALTH, prior to acceptance by PROXHEALTH of any order made hereunder. A valid contract binding upon PROXHEALTH comes into being upon execution of this agreement by a duly authorized employee of PROXHEALTH. This agreement, together with the terms & conditions acceptable to PROXHEALTH with respect to its subject matter as of its date, supersedes all prior agreements, negotiations and proposals, written or oral, and does not operate as an acceptance of any conflicting terms or provisions of any purchase order of CUSTOMER or any other instruments. The terms & conditions contained herein and attachments as referenced below shall prevail notwithstanding any variance with the terms and conditions of any order submitted by CUSTOMER for equipment sold or services provided hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized employee of PROXHEALTH. The contract formed hereby shall be governed by, subject to, and construed in accordance with the laws of Georgia.

### CUSTOM DEVELOPMENT SERVICES

Upon execution of this agreement, CONTRACTOR will commence the development of five (5) custom features for the IRIS software as specified below. These features will be provided to the COUNTY through the IRIS SaaS SERVICES. As these features are constructed as integrated code with the core IRIS product code, the features, code, technical documentation, and intellectual property rights will be the exclusive property of CONTRACTOR and all intellectual property rights will remain with CONTRACTOR.

The five custom development features are:

1. Siemens Invision patient registration/ADT system
  - o Demographic data upload to IRIS of selected ADT transactions
  - o IRIS will add patient information to the IRIS Patient Record (IPR) to support referral/order entry activity
2. Siemens Soarian patient scheduling system
  - o Undefined
3. RCRMC's homegrown Health CRM system (i.e. Member Services/Health Plan Eligibility/Billing/Claims/Payment System)
  - o Eligibility request from IRIS with the response returned to IRIS
4. NextGen, RCRMC's ambulatory care electronic health record
  - o Demographic data upload to IRIS of selected ADT transactions
  - o IRIS will add patient information to the IRIS Patient Record (IPR) to support referral/order entry activity
5. NextGen, RCRMC's ambulatory care electronic health record
  - o Referral/order status changes download to NextGen for mapping into the NextGen data base

Each interface is priced at \$8,000.00. Payment shall be due 50% upon contract execution and 50% due on feature delivery.

The COUNTY must provide dedicated staff that will be responsible for the development, oversight and management of the IRIS HL7 Interface. The COUNTY staff is responsible to perform the following duties:

1. Develop the COUNTY side of the HL7 interfaces, and provide such expertise in the HL7 2.x standard and the system(s) being interfaced as is necessary for the development of same.

2. Implement the COUNTY side of the secure network connection between CONTRACTOR and COUNTY.
3. Restrict the number of any HL7 messages sent by COUNTY over the interface(s) to only those records needed by IRIS, and to minimize the content of those messages to include only such fields as are required.
4. Respond to all requests in a timely manner as is required to complete the interface(s) by the date agreed between COUNTY and CONTRACTOR.
5. Develop and implement health monitoring of interface(s), especially where COUNTY is sending data to CONTRACTOR, as required to ensure that service level agreements can be met.

CONTRACTOR, working in support of COUNTY staff, shall provide the following services:

1. Develop the CONTRACTOR side of the HL7 interfaces, and provide such expertise in the HL7 2.x standard and IRIS as is necessary for the development of same.
2. Implement the CONTRACTOR side of the secure network connection between CONTRACTOR and COUNTY.
3. Restrict the number of any HL7 messages sent by CONTRACTOR over the interface(s) to only those records needed by COUNTY, and to minimize the content of those messages to include only such fields as are required.
4. Respond to all requests in a timely manner as is required to complete the interface(s) by the date agreed between COUNTY and CONTRACTOR.
5. Develop and implement health monitoring of interface(s), especially where CONTRACTOR is sending data to COUNTY, as required to ensure that service level agreements can be met.

Additional development work, such as the tracking of out of unreported costs of out-of-network referrals, will be performed based upon the acceptance of separate quotations.



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## SCHEDULE E IRIS/IVR INTEGRATED SERVICES

### COUNTY OF RIVERSIDE

Agreement entered into on the date set forth above between Proximare Health, Inc. (PROXHEALTH), a DELAWARE CORPORATION, and the "CUSTOMER". Any quotation set forth below shall remain in effect until the date indicated below, unless modified in writing by PROXHEALTH, prior to acceptance by PROXHEALTH of any order made hereunder. A valid contract binding upon PROXHEALTH comes into being upon execution of this agreement by a duly authorized employee of PROXHEALTH. This agreement, together with the terms & conditions acceptable to PROXHEALTH with respect to its subject matter as of its date, supersedes all prior agreements, negotiations and proposals, written or oral, and does not operate as an acceptance of any conflicting terms or provisions of any purchase order of CUSTOMER or any other instruments. The terms & conditions contained herein and attachments as referenced below shall prevail notwithstanding any variance with the terms and conditions of any order submitted by CUSTOMER for equipment sold or services provided hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized employee of PROXHEALTH.

Item	Description	Quantity	Unit Price	Amount
	*** Fixed Monthly Fees ***			
	VB Account			\$ 86.25
	Spanish & English TTS Engine			\$ 57.50
	FTP or Remote Access			\$ 28.75
	Coverage 7/24/365			\$ 86.25
	***TOTAL MONTHLY FIXED COST***			\$ 258.75
	*** Estimated Variable Monthly Usage ***			
	Estimated appointment notification & reminder calls per month (Assuming 1,000 orders per month)	2,000		
	Estimated average call length in minutes	1		
	Total estimated monthly outbound usage in minutes	2,000	\$ 0.17	\$ 340.00
	Estimated inbound patient inquiry calls per month	500		
	Estimated average call length in minutes	1.5		
	Total estimated monthly inbound usage in minutes	1,500	\$ 0.23	\$ 345.00
	***TOTAL ESTIMATED VARIABLE MONTHLY USAGE***			\$ 685.00

#### Monthly Billing for first 1,000 orders

TOTAL MONTHLY FIXED COST	\$ 258.75	
TOTAL VARIABLE MONTHLY USAGE	\$ 685.00	
TOTAL MONTHLY BILLING FOR FIRST 1,000 ORDERS		\$ 943.75
INCREMENTAL VARIABLE MONTHLY COST PER ADDITIONAL 1,000 ORDERS	\$ 685.75	

PROXIMARE AGREES TO CAP THE MONTHLY IVR UASAGE AT \$2,000.00.

FORM APPROVED COUNTY COUNSEL  
 BY: H. R. Victor DATE: 2/28/13  
 MARSHAL VICTOR  
 Departmental Concurrence

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

*662A*



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
 February 28, 2013

**SUBJECT:** Leon Road, Roadway Improvements, Keller Road to Scott Road, located in the County of Riverside and the City of Menifee.

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

1. Approve one addendum to the specifications and plans, issued prior to the December 19, 2012 bid opening; and,
2. Accept the low bid of FM & Sons, Inc. of Santa Ana, CA in the amount of \$1,245,300; and,
3. Award the contract to FM & Sons, Inc. and authorize the Chairman of the Board to execute

*Patricia Romo*  
 \_\_\_\_\_  
 Juan C. Perez  
 Director of Transportation and Land Management

**Patricia Romo**  
 Deputy Director of Transportation

JCP:jrj:sb  
 (Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 1,245,300	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
<b>SOURCE OF FUNDS:</b> State Exchange Fund (9%), HSIP-Highway Safety Improvement Program (34%), Measure A/Western, (53%), and City of Menifee (4%)				<b>Positions To Be Deleted Per A-30</b> <input type="checkbox"/>
There are no General Funds used in this project				<b>Requires 4/5 Vote</b> <input type="checkbox"/>

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

APPROVE

BY: *Tina Grande*  
 \_\_\_\_\_  
 Tina Grande

**County Executive Office Signature**

Dept' Recomm.:  Policy  
 Per Exec. Ofc.:  Policy  
 Consent  
 Consent

**Prev. Agn. Ref.** 11/20/12, Item 3.51 | **District:** 3<sup>rd</sup> /3<sup>rd</sup> | **Agenda Number:**

**3-53**



The Honorable Board of Supervisors

RE: Leon Road, Roadway Improvements, Keller Road to Scott Road, located in the County of Riverside and the City of Menifee.

February 28, 2013

Page 2 of 2

the contract documents; and,

4. Approve the project's proposed budget as shown on Attachment "A".

**BACKGROUND:**

The County "Transportation Improvement Program" (TIP) provides for safety improvements to Leon Road between Keller Road and Scott Road.

By Minute Order dated November 20, 2012 (Agenda Item 3.51), the Board of Supervisors approved the plans and specifications and authorized the Clerk of the Board to advertise the Leon Road Roadway Improvements project.

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the plans, 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 addendum was issued to clarify and modify the approved contract documents. The addendum is attached as Addendum No. 1.

Bids for the project were opened in the office of the Director of Transportation and Land Management at 2:00 p.m., Wednesday, December 19, 2012. Four bids were received, ranging from \$1,245,300 to \$1,634,996. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by FM & Sons, Inc., in the amount of \$1,245,300, which is \$237,759 (16%) below the Engineer's Estimate.

The County of Riverside and the City of Menifee have been working together on this safety project on Leon Road. The project will improve traffic safety by reconstructing the vertical profile on a portion of Leon Road. The modified vertical road profile will improve sight distance and the installation of four-foot paved shoulders will provide added traffic safety.

The centerline of Leon Road is located along the border between two agencies. Generally, the West side of the road is within the limits of the City of Menifee and the East portion of the road is located within the limits of an unincorporated area of Riverside County.

City of Menifee has approved the agreement to participate in the project funding. This funding agreement is a separate item on the same Board agenda.

Funding in the amount of \$900,000 is provided by the Highway Safety Improvement Program (HSIP) for which the County competed and successfully obtained.

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

County Project No. B7-0733

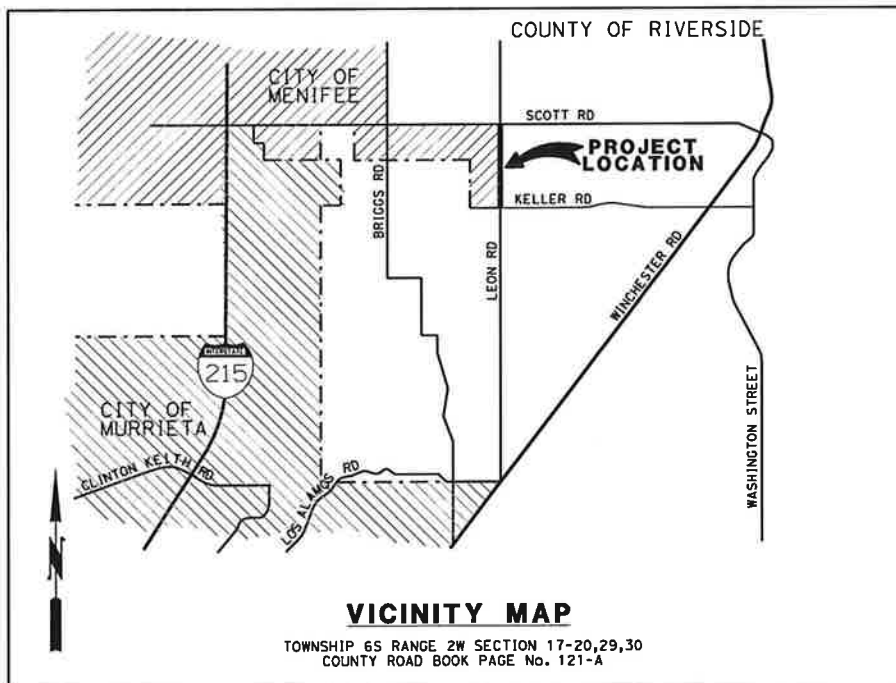
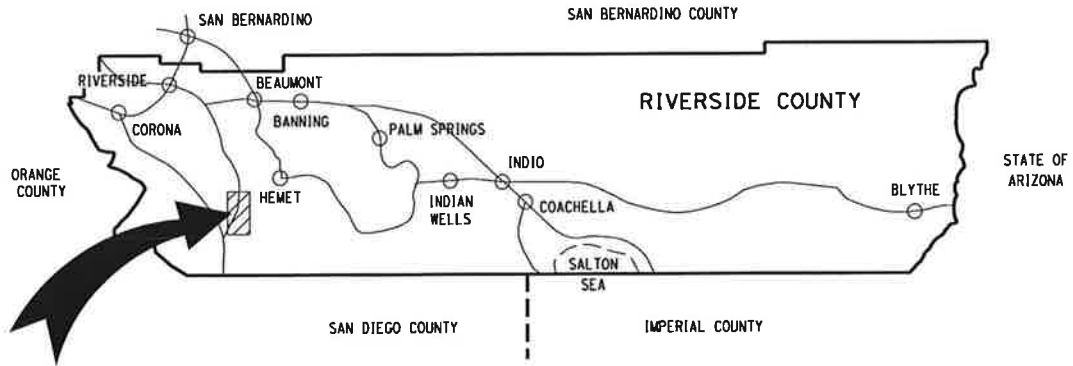
Federal Aid Project No. HSIPL-5956(191)

**COUNTY OF RIVERSIDE  
DEPARTMENT OF TRANSPORTATION**

**LEON ROAD**

**ROADWAY IMPROVEMENTS  
KELLER ROAD TO SCOTT ROAD  
PROJECT No. B7-0733**

**FEDERAL AID No. (HSIPL-5956(191))**



# Attachment "A"

Riverside County Transportation Department

Project: **LEON RD from Keller Rd to Scott Rd  
Roadway Safety Improvements**

Project No.(s): **B70733**

Expenses as of: **2/14/2013**

## Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	101,725		102,000	94,000	102,000
Environmental	163,722		164,000	150,000	164,000
Design	603,235	10,000	614,000	531,000	614,000
Right-of-way	30,227		31,000	21,000	31,000
Utilities					
Construction		1,245,300			
Construction Contingency 10%		124,530	1,370,000	1,380,000	1,370,000
Construction Engineering & Inspection 20.1%	10,487	239,000	250,000	418,000	250,000
Construction Survey 8.0%	211	99,000	100,000	210,000	100,000
<b>Totals:</b>	<b>909,607</b>	<b>1,717,830</b>	<b>2,631,000</b>	<b>2,804,000</b>	<b>2,631,000</b>

## Project Funding

Code	Name	Existing Budget	Proposed Budget
101	State Exchange Funds	240,000	240,000
134	HSIP - Highway Safety Improvement Program	900,000	900,000
300	Measure A/Western	1,664,000	1,391,000
728	City of Menifee		100,000
<b>Totals</b>		<b>2,804,000</b>	<b>2,631,000</b>

## Comments

Updated with FM & Sons, Inc. bid unit costs from Dec. 19, 2012 bid.  
 City of Menifee will reimburse the County a total of \$325,000 by installments over a four year period.  
 The FY 12/13 installment is \$100,000.





**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Leon Road, Roadway Improvements  
Keller Road to Scott Road**

Advertised: November 20, 2012 (Agenda Item: 3.51)

Addenda: 1 (12/12/12)

Bids Open: 2 pm Date: Wednesday, December 19, 2012

PROJECT NO. B7-0733, Federal Aid No. HS1PL-5956(191)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			FM&Sons, Inc. Santa Ana, CA 92705
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	
1	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	19,800.00	19,800.00
2	074020	WATER POLLUTION CONTROL	LS	1	10,000.00	10,000.00	27,800.00	27,800.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	50,000.00	50,000.00	17,500.00	17,500.00
4	160101	CLEARING AND GRUBBING	LS	1	20,000.00	20,000.00	8,600.00	8,600.00
5	170101	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	14,000.00	14,000.00
6	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	2,500.00	15,000.00	1,050.00	6,300.00
7	071325	TEMPORARY FENCE (TYPE ESA)	LF	600	5.00	3,000.00	2.18	1,308.00
8	150740	REMOVE SIGN	EA	20	200.00	4,000.00	65.30	1,306.00
9	152370	RELOCATE MAILBOX	EA	40	150.00	6,000.00	217.55	8,702.00
10	152379	RELOCATE FENCE	LF	100	25.00	2,500.00	6.53	653.00
11	152390	RELOCATE ROADSIDE SIGN	EA	1	150.00	150.00	250.00	250.00
12	000003	RECONSTRUCT WATER SERVICE TO NEW METER	EA	1	2,000.00	2,000.00	5,500.00	5,500.00
13	190101	ROADWAY EXCAVATION	CY	20,000	20.00	400,000.00	4.80	96,000.00
14	198001	IMPORTED BORROW	CY	1,200	35.00	42,000.00	9.00	10,800.00
15	203021	FIBER ROLLS	LF	10,200	3.00	30,600.00	2.77	28,254.00
16	203040	SEED (EROSION CONTROL)	SQYD	1,100	5.00	5,500.00	7.38	8,118.00
17	198200	SUBGRADE ENHANCEMENT FABRIC	SQYD	200	3.00	600.00	16.31	3,262.00
18	000003	GEOMEMBRANE (WATER BARRIER)	SQYD	2,980	10.00	29,800.00	7.65	22,797.00
19	260201	CLASS 2 AGGREGATE BASE	CY	4,480	35.00	156,800.00	31.70	142,016.00
20	290201	ASPHALT TREATED PERMEABLE BASE	CY	1,340	55.00	73,700.00	77.75	104,185.00
21	000003	POROUS ASPHALT (OPEN GRADED)	TON	970	90.00	87,300.00	88.50	85,845.00
22	390130	HOT MIX ASPHALT	TON	3,980	65.00	258,700.00	77.20	307,256.00
23	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	360	30.00	10,800.00	12.50	4,500.00
24	013902	ASPHALT CONCRETE OVERSIDE DRAIN (GRS 306)	EA	4	500.00	2,000.00	1,285.00	5,140.00
25	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	900	5.00	4,500.00	6.19	5,571.00
26	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	100	550.00	55,000.00	950.00	95,000.00
27	510595	MINOR CONCRETE (HEADWALL)	EA	2	5,000.00	10,000.00	6,500.00	13,000.00
28	650014	18" REINFORCED CONCRETE PIPE	LF	116	125.00	14,500.00	102.00	11,832.00
29	650018	24" REINFORCED CONCRETE PIPE	LF	56	175.00	9,800.00	203.00	11,368.00
30	665042	42" CORRUGATED STEEL PIPE (.109" THICK)	LF	66	200.00	13,200.00	101.50	6,699.00
31	705204	18" CONCRETE FLARED END SECTION	EA	1	1,500.00	1,500.00	1,550.00	1,550.00
32	705206	24" CONCRETE FLARED END SECTION	EA	1	1,800.00	1,800.00	1,700.00	1,700.00
33	700619	INSTALL DRAINAGE INLET MARKER	EA	8	100.00	800.00	164.00	1,312.00
34	017007	CONCRETE DROP INLET (RCFC & WCDS CB 110)	EA	2	2,500.00	5,000.00	5,120.00	10,240.00
35	721007	ROCK SLOPE PROTECTION (1/4 TON, METHOD B)	CY	30	90.00	2,700.00	109.00	3,270.00
36	721431	CONCRETE (CONCRETE APRON)	EA	1	2,500.00	2,500.00	2,800.00	2,800.00
37	727906	MINOR CONCRETE (GUTTER LINING)	LF	340	25.00	8,500.00	50.25	17,085.00
38	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,000	5.00	5,000.00	6.54	6,540.00
39	832001	METAL BEAM GUARD RAILING	LF	350	50.00	17,500.00	26.10	9,135.00

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Leon Road, Roadway Improvements  
Keller Road to Scott Road**

Advertised: November 20, 2012 (Agenda Item: 3.51)

Addenda: 1 (12/12/12)

Bids Open: 2 pm Date: Wednesday, December 19, 2012

PROJECT NO. B7-0733, Federal Aid No. HS1PL-5956(191)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			BID UNIT PRICE	BID ESTIMATE
					12	ENG ESTIMATE			
40	839565	TERMINAL SYSTEM (TYPE SRT)	EA	2	3,500.00	7,000.00	3,100.00	6,200.00	
41	839521	CABLE RAILING	LF	350	20.00	7,000.00	19.96	6,986.00	
42	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	246	5.00	1,230.00	5.50	1,353.00	
43	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	16,630	0.30	4,989.00	0.30	4,989.00	
44	850102	PAVEMENT MARKER (REFLECTIVE)	EA	335	4.00	1,340.00	6.00	2,010.00	
45	566011	ROADSIDE SIGN - ONE POST	EA	19	250.00	4,750.00	272.00	5,168.00	
46	000003	INFILTRATION TRENCH	LS	1	5,000.00	5,000.00	17,600.00	17,600.00	
47	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	74,000.00	74,000.00	74,000.00	74,000.00	
		PROJECT TOTAL							
		ITEMS 1 - 47				1,483,059.00		1,245,300.00	

FM&Sons, Inc.  
Santa Ana, CA 92705

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Leon Road, Roadway Improvements  
Keller Road to Scott Road**

Advertised: November 20, 2012 (Agenda Item: 3.51)

Addenda: 1 (12/12/12)

Bids Open: 2 pm Date: Wednesday, December 19, 2012

PROJECT NO. B7-0733, Federal Aid No. HS1PL-5956(191)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	15,000.00	15,000.00	5,000.00	5,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	22,538.00	22,538.00	104,000.00	104,000.00
4	160101	CLEARING AND GRUBBING	LS	1	20,000.00	20,000.00	99,000.00	99,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	35,132.20	35,132.20
6	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	3,100.00	18,600.00	1,000.00	6,000.00
7	071325	TEMPORARY FENCE (TYPE ESA)	LF	600	5.00	3,000.00	10.00	6,000.00
8	150740	REMOVE SIGN	EA	20	100.00	2,000.00	85.00	1,700.00
9	152370	RELOCATE MAILBOX	EA	40	450.00	18,000.00	250.00	10,000.00
10	152379	RELOCATE FENCE	LF	100	45.00	4,500.00	22.00	2,200.00
11	152390	RELOCATE ROADSIDE SIGN	EA	1	300.00	300.00	300.00	300.00
12	000003	RECONSTRUCT WATER SERVICE TO NEW METER	EA	1	2,500.00	2,500.00	3,000.00	3,000.00
13	190101	ROADWAY EXCAVATION	CY	20,000	10.80	216,000.00	8.00	160,000.00
14	198001	IMPORTED BORROW	CY	1,200	8.00	9,600.00	30.00	36,000.00
15	203021	FIBER ROLLS	LF	10,200	2.25	22,950.00	3.00	30,600.00
16	203040	SEED (EROSION CONTROL)	SQYD	1,100	2.50	2,750.00	3.00	3,300.00
17	198200	SUBGRADE ENHANCEMENT FABRIC	SQYD	200	9.00	1,800.00	12.00	2,400.00
18	000003	GEOMEMBRANE (WATER BARRIER)	SQYD	2,980	4.50	13,410.00	10.00	29,800.00
19	260201	CLASS 2 AGGREGATE BASE	CY	4,480	32.60	146,048.00	27.50	123,200.00
20	290201	ASPHALT TREATED PERMEABLE BASE	CY	1,340	141.00	188,940.00	136.00	182,240.00
21	000003	POROUS ASPHALT (OPEN GRADED)	TON	970	79.00	76,630.00	82.50	80,025.00
22	390130	HOT MIX ASPHALT	TON	3,980	68.00	270,640.00	72.36	287,992.80
23	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	360	15.00	5,400.00	40.00	14,400.00
24	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	400.00	1,600.00	1,000.00	4,000.00
25	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	900	4.30	3,870.00	7.00	6,300.00
26	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	100	1,190.00	119,000.00	1,100.00	110,000.00
27	510535	MINOR CONCRETE (HEADWALL)	EA	2	5,700.00	11,400.00	3,500.00	7,000.00
28	650014	18" REINFORCED CONCRETE PIPE	LF	116	203.00	23,548.00	202.00	23,432.00
29	650018	24" REINFORCED CONCRETE PIPE	LF	56	215.00	12,040.00	255.00	14,280.00
30	665042	42" CORRUGATED STEEL PIPE (.109" THICK)	LF	66	275.00	18,150.00	303.00	19,998.00
31	705204	18" CONCRETE FLARED END SECTION	EA	1	1,300.00	1,300.00	1,500.00	1,500.00
32	705206	24" CONCRETE FLARED END SECTION	EA	1	1,600.00	1,600.00	1,500.00	1,500.00
33	700619	INSTALL DRAINAGE INLET MARKER	EA	8	160.00	1,280.00	200.00	1,600.00
34	017007	CONCRETE DROP INLET (RCFC & WCDS CB 110)	EA	2	4,200.00	8,400.00	5,500.00	11,000.00
35	721007	ROCK SLOPE PROTECTION (1/4 TON, METHOD B)	CY	30	175.00	5,250.00	300.00	9,000.00
36	721431	CONCRETE (CONCRETE APRON)	EA	1	1,300.00	1,300.00	2,000.00	2,000.00
37	727906	MINOR CONCRETE (GUTTER LINING)	LF	340	49.00	16,660.00	45.00	15,300.00
38	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,000	10.00	10,000.00	9.00	9,000.00
39	832001	METAL BEAM GUARD RAILING	LF	350	22.00	7,700.00	24.00	8,400.00

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Leon Road, Roadway Improvements  
Keller Road to Scott Road**

Advertised: November 20, 2012 (Agenda Item: 3.51)

Addenda: 1 (12/12/12)

Bids Open: 2 pm Date: Wednesday, December 19, 2012

PROJECT NO. B7-0733, Federal Aid No. HSIPL-5956(191)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
40	839565	TERMINAL SYSTEM (TYPE SRT)	EA	2	2,700.00	5,400.00	2,600.00	5,200.00
41	839521	CABLE RAILING	LF	350	17.00	5,950.00	30.00	10,500.00
42	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	246	7.00	1,722.00	6.00	1,476.00
43	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	16,630	0.30	4,989.00	0.30	4,989.00
44	850102	PAVEMENT MARKER (REFLECTIVE)	EA	335	6.00	2,010.00	6.00	2,010.00
45	566011	ROADSIDE SIGN - ONE POST	EA	19	275.00	5,225.00	275.00	5,225.00
46	000003	INFILTRATION TRENCH	LS	1	12,000.00	12,000.00	20,000.00	20,000.00
47	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	74,000.00	74,000.00	74,000.00	74,000.00
PROJECT TOTAL						1,430,000.00		1,595,000.00
ITEMS 1 - 47						1,430,000.00		1,595,000.00

**All American Asphalt  
Corona, CA 92878**

**Hardy & Harper, Inc.  
Santa Ana, CA 92705**

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Leon Road, Roadway Improvements  
Keller Road to Scott Road**

Advertised: November 20, 2012 (Agenda Item: 3.51)

Addenda: 1 (12/12/12)

Bids Open: 2 pm Date: Wednesday, December 19, 2012

PROJECT NO. B7-0733, Federal Aid No. HS1PL-5956(191)

4

R.J. Noble Company  
Orange, CA 92856

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	7,300.00	7,300.00
2	074020	WATER POLLUTION CONTROL	LS	1	4,600.00	4,600.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,000.00	15,000.00
4	160101	CLEARING AND GRUBBING	LS	1	8,500.00	8,500.00
5	170101	DEVELOP WATER SUPPLY	LS	1	1,000.00	1,000.00
6	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	3,600.00	21,600.00
7	071325	TEMPORARY FENCE (TYPE ESA)	LF	600	2.00	1,200.00
8	150740	REMOVE SIGN	EA	20	80.00	1,600.00
9	152370	RELOCATE MAILBOX	EA	40	175.00	7,000.00
10	152379	RELOCATE FENCE	LF	100	43.00	4,300.00
11	152390	RELOCATE ROADSIDE SIGN	EA	1	230.00	230.00
12	000003	RECONSTRUCT WATER SERVICE TO NEW METER	EA	1	2,500.00	2,500.00
13	190101	ROADWAY EXCAVATION	CY	20,000	24.00	480,000.00
14	198001	IMPORTED BORROW	CY	1,200	17.70	21,240.00
15	203021	FIBER ROLLS	LF	10,200	2.55	26,010.00
16	203040	SEED (EROSION CONTROL)	SQYD	1,100	2.35	2,585.00
17	198200	SUBGRADE ENHANCEMENT FABRIC	SQYD	200	25.00	5,000.00
18	000003	GEOMEMBRANE (WATER BARRIER)	SQYD	2,980	6.80	20,264.00
19	260201	CLASS 2 AGGREGATE BASE	CY	4,480	35.00	156,800.00
20	290201	ASPHALT TREATED PERMEABLE BASE	CY	1,340	130.00	174,200.00
21	000003	POROUS ASPHALT (OPEN GRADED)	TON	970	79.00	76,630.00
22	390130	HOT MIX ASPHALT	TON	3,980	59.50	236,810.00
23	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	360	12.80	4,608.00
24	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	1,400.00	5,600.00
25	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	900	8.00	7,200.00
26	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	100	1,200.00	120,000.00
27	510535	MINOR CONCRETE (HEADWALL)	EA	2	5,500.00	11,000.00
28	650014	18" REINFORCED CONCRETE PIPE	LF	116	200.00	23,200.00
29	650018	24" REINFORCED CONCRETE PIPE	LF	56	210.00	11,760.00
30	665042	42" CORRUGATED STEEL PIPE (.109" THICK)	LF	66	265.00	17,490.00
31	705204	18" CONCRETE FLARED END SECTION	EA	1	1,200.00	1,200.00
32	705206	24" CONCRETE FLARED END SECTION	EA	1	1,500.00	1,500.00
33	700619	INSTALL DRAINAGE INLET MARKER	EA	8	155.00	1,240.00
34	017007	CONCRETE DROP INLET (RCFC & WCDS CB 110)	EA	2	4,100.00	8,200.00
35	721007	ROCK SLOPE PROTECTION (1/4 TON, METHOD B)	CY	30	170.00	5,100.00
36	721431	CONCRETE (CONCRETE APRON)	EA	1	1,100.00	1,100.00
37	727906	MINOR CONCRETE (GUTTER LINING)	LF	340	23.30	7,922.00
38	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,000	9.00	9,000.00
39	832001	METAL BEAM GUARD RAILING	LF	350	21.50	7,525.00



**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Leon Road, Roadway Improvements  
Keller Road to Scott Road**

**Advertised: November 20, 2012 (Agenda Item: 3.51)**

**Addenda: 1 (12/12/12)**

**Bids Open: 2 pm Date: Wednesday, December 19, 2012**

**PROJECT NO. B7-0733, Federal Aid No. HSIPL-5956(191)**

**4**

**R.J. Noble Company  
Orange, CA 92856**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
40	839565	TERMINAL SYSTEM (TYPE SRT)	EA	2	2,600.00	5,200.00
41	839521	CABLE RAILING	LF	350	17.00	5,950.00
42	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	246	5.10	1,254.60
43	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	16,630	0.29	4,822.70
44	850102	PAVEMENT MARKER (REFLECTIVE)	EA	335	5.70	1,909.50
45	566011	ROADSIDE SIGN - ONE POST	EA	19	255.00	4,845.00
46	000003	INFILTRATION TRENCH	LS	1	19,000.00	19,000.00
47	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	74,000.00	74,000.00
		<b>PROJECT TOTAL</b>				<b>1,634,995.80</b>
		<b>ITEMS 1 - 47</b>				<b>0.00</b>



# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

## Transportation Department

### ADDENDUM NUMBER 1

Dated December 12, 2012

to the  
Specifications and Contract Documents  
for the construction of

Leon Road  
Roadway Improvements  
Keller Road to Scott Road

Project No. B7-0733  
Federal Aid No. HSIPL-5956(191)

**Bids Due:** Wednesday, December 19, 2012; 2:00 PM  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street; Riverside, CA 92501  
(951) 955-6780

This Addendum is issued pursuant to 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](http://www.rctlma.org/trans/con_bid_advertisements.html)

### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

#### **Item 1: Revised Proposal**

Refer to "Proposal" pages B2 – B3. Proposal (page B2-B3) are deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**. The following revisions have been made to the bid Proposal:

- a. The quantity of following bid items has been revised:
  - Item 8, "Remove Sign"
  - Item 11, "Relocate Roadside Sign"

- Item 42, "Thermoplastic Pavement Markings"
- Item 43, "Paint Traffic Stripe (2-Coat)"
- Item 44, "Pavement Marker (Reflective)"
- Item 45, "Roadside Sign – One Post"

**See Attachment "A", Revised Proposal**

**Item 2: Disadvantaged Business Enterprise (DBE)**

Refer to section 2-1.02 "Disadvantaged Business Enterprise (DBE)", and subsection "C" entitled "DBE Information Attachment, Bids Received by Bidders" on page 13 of the Specification Book. This subsection is deleted and replaced with the following:

**C. DBE Information Attachment, Bids Received by Bidders**

Submit Local Agency Bidder – DBE Information Attachment form included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the "Local Agency Bidder – DBE Information Attachment" form is not submitted with the bid, the apparent low bidder, second low bidder and third low bidder must complete and submit the DBE Information form to the County. Other bidders do not need to submit the DBE Information Attachment form unless the County requests it. If the County requests you to submit a DBE Information Attachment form, submit the completed Attachment form within 4 business days of the request.

Bidder information is required for DBE and non-DBE firms. Bidder information shall be furnished, using this form, for each supplier, trucking firm and sub-contract bid/proposal that the apparent low bidder, second low bidder and third low bidder received pertaining to the reference project, whether or not the bidding supplier, trucking firm or sub-contractor was awarded work by the apparent low bidder, and whether or not the bid/proposal was solicited by the apparent low bidder. This information shall be submitted by the apparent low bidder as an Attachment to the completed "Local Agency Bidder – DBE Commitment (Construction Contracts), Exhibit 15-G" form.

***Additionally, refer to page B19 in the Specification Book. This Local Agency Bidder – DBE Information Attachment page is deleted and replaced with revised page B19 and made part thereof.***

**See Attachment "B", Revised Page B19**

**Item 3: Federal Minimum Wages Update.**

Refer to section 5-2 entitled "Federal Prevailing Wages Decision", pages 1 through 22. Delete and replace these pages with the following:

"Federal wage determination, General Decision no. CA20080036 – CA36, Modification no. 14, dated **11/16/2012**, shall apply to this project. This document is available upon request from the Transportation Department: (951) 955-6780.

**Item 4: Beginning of Work, Time of Completion and Liquidated Damages.**

Refer to section 4 entitled "Beginning of Work, Time of Completion and Liquidated Damages", [page 20](#) of Specification Book. Delete third paragraph and replace with the following:

"The Contractor shall diligently prosecute the work to completion before the expiration of **50 65 working days** from the date stated in the "Notice to Proceed". Attention is directed to Section 8-1.06, "Time of Completion" and Section 7-1.01A (1), "Hours of Labor" of the Standard Specifications."

**Item 5: Disposal of Excess Excavation or Materials**

Refer to section 10-1.04 "Disposal of Excess Excavation or Materials", on [page 42](#) of the Specification Book. Delete third paragraph and replace with the following:

"When any material is to be disposed of outside the highway right of way, and the County of Riverside has not made arrangements for the disposal of such material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made, **and obtain all required permits from the jurisdictional agency(s) for said work**, and he shall file with the Engineer said authorization or a certified copy thereof together with a written release from the property owner absolving the County of Riverside from any and all responsibility in connection with the disposal of material on said property. If the disposal of materials is to be made at an established disposal facility that is available for public use, the Contractor shall retain all authorizations and receipts from said disposal facility and shall provide copies to the Engineer upon request."

**Item 6: Clearing and Grubbing**

Refer to section 10-1.24 "Clearing and Grubbing", on [page 63](#) of the Specification Book. Following additional requirement is added to this section and made part thereof.

"Removal of Traffic Stripe and Thermoplastic pavement markings shall be considered as included in Clearing and Grubbing (Item No. 4) for the payment purposes and no additional compensation will be allowed."

**Item 7: Roadway Excavation**

Refer to section 10-1.27 "Roadway Excavation", on [page 66](#) of the Specification Book.

Following additional requirement is added to this section and made part thereof.

"Pavement removed by grinding (non-select fill) may be mixed in fills over 3' deep. This non-select fill must only be filled in areas below the 3' depth fill level. Pavement Material size limits and percentage of mix acceptable is subject to approval by the Engineer.

The grinding and placement of the excavated pavement is considered "Roadway Excavation" for payment purposes and no additional compensation will be allowed."

**Item 8: Remove Sign**

Refer to section 10-1.55 "Remove Sign", on page 100 of the Specification Book. Following additional requirement is added to this section and made part thereof.

"The Contractor shall deliver County owned signs to be salvaged to the nearest County Maintenance Yard as directed by the Engineer.

The Contractor shall deliver City owned signs to be salvaged to the nearest maintenance yard for City of Menifee as directed by the Engineer.

The cost associated with transporting, loading and unloading removed signs to maintenance yards will be considered as included in the bid item for "Remove Sign" and no additional compensation is allowed."

**MODIFICATIONS / CLARIFICATIONS TO PLANS:**

**Item 9:** Refer to plan Sheets X-2, L-4 and C-1.

These sheets are revised and replaced by this addendum, and made part thereof.

Construction Note 24 – Headwall and Construction Note 44 – Infiltration Trench have been revised on these sheets.

Construction Note 24 – Headwall is associated with Proposal Item No. 27. The unit of measurement is "Each" therefore there is no change to the Proposal.

Construction Note 44 – Infiltration Trench is associated with Proposal Item No. 46. The unit of measurement is "Lump Sum" therefore there is no change to the Proposal.

Revised sheets are attached herewith as **Attachment "C"**, and also available for download from following County Website:

[http://www.rctlma.org/trans/con\\_bid\\_advertisements.html](http://www.rctlma.org/trans/con_bid_advertisements.html)

**See Attachment "C", Revised Plans**



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

**Recommended by:**

 12-12-12  
\_\_\_\_\_  
Mike Mueeting, PE  
County Project Manager



**Concurrence:**

 12/12/12  
\_\_\_\_\_  
Khalid Nasim, PE  
Engineering Division Manager

**Acknowledged:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Contractor)

JRJ:jrj:sb

**ATTACHMENTS**

**A – Revised Proposal, (2 pages)**

**B – Page B19 (1 page)**

**C – Revised Plans (3 pages)**

**Leon Road  
Roadway Improvements  
Keller Road to Scott Road  
Project No. B7-0733  
Federal Aid No. HSIPL-5956(191)**

**PROPOSAL (REVISED)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	160101	CLEARING AND GRUBBING	LS	1		
5	170101	DEVELOP WATER SUPPLY	LS	1		
6	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6		
7	071325	TEMPORARY FENCE (TYPE ESA)	LF	600		
8	150740	REMOVE SIGN	EA	20		
9	152370	RELOCATE MAILBOX	EA	40		
10	152379	RELOCATE FENCE	LF	100		
11	152390	RELOCATE ROADSIDE SIGN	EA	1		
12	000003	RECONSTRUCT WATER SERVICE TO NEW METER	EA	1		
13	190101	ROADWAY EXCAVATION	CY	20,000		
14	198001	IMPORTED BORROW	CY	1,200		
15	203021	FIBER ROLLS	LF	10,200		
16	203040	SEED (EROSION CONTROL)	SQYD	1,100		
17	198200	SUBGRADE ENHANCEMENT FABRIC	SQYD	200		
18	000003	GEOMEMBRANE (WATER BARRIER)	SQYD	2,980		
19	260201	CLASS 2 AGGREGATE BASE	CY	4,480		
20	290201	ASPHALT TREATED PERMEABLE BASE	CY	1,340		
21	000003	POROUS ASPHALT (OPEN GRADED)	TON	970		
22	390130	HOT MIX ASPHALT	TON	3,980		
23	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	360		
24	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4		
25	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	900		
26	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	100		
27	510535	MINOR CONCRETE (HEADWALL)	EA	2		
28	650014	18" REINFORCED CONCRETE PIPE	LF	116		
29	650018	24" REINFORCED CONCRETE PIPE	LF	56		
30	665042	42" CORRUGATED STEEL PIPE (.109" THICK)	LF	66		
31	705204	18" CONCRETE FLARED END SECTION	EA	1		
32	705206	24" CONCRETE FLARED END SECTION	EA	1		
33	700619	INSTALL DRAINAGE INLET MARKER	EA	8		
34	017007	CONCRETE DROP INLET (RCFC & WCDS CB 110)	EA	2		
35	721007	ROCK SLOPE PROTECTION (1/4 TON, METHOD B)	CY	30		

**PROPOSAL (REVISED)** ATTACHMENT "A" TO ADDENDUM 1  
 LEON ROAD PROJECT  
 PAGE 2 OF 2

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
36	721431	CONCRETE (CONCRETE APRON)	EA	1		
37	727906	MINOR CONCRETE (GUTTER LINING)	LF	340		
38	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,000		
39	832001	METAL BEAM GUARD RAILING	LF	350		
40	839565	TERMINAL SYSTEM (TYPE SRT)	EA	2		
41	839521	CABLE RAILING	LF	350		
42	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	<b>246</b>		
43	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	<b>16,630</b>		
44	850102	PAVEMENT MARKER (REFLECTIVE)	EA	<b>335</b>		
45	566011	ROADSIDE SIGN - ONE POST	EA	<b>19</b>		
46	000003	INFILTRATION TRENCH	LS	1		
47	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	<b>74,000.00</b>	<b>74,000.00</b>

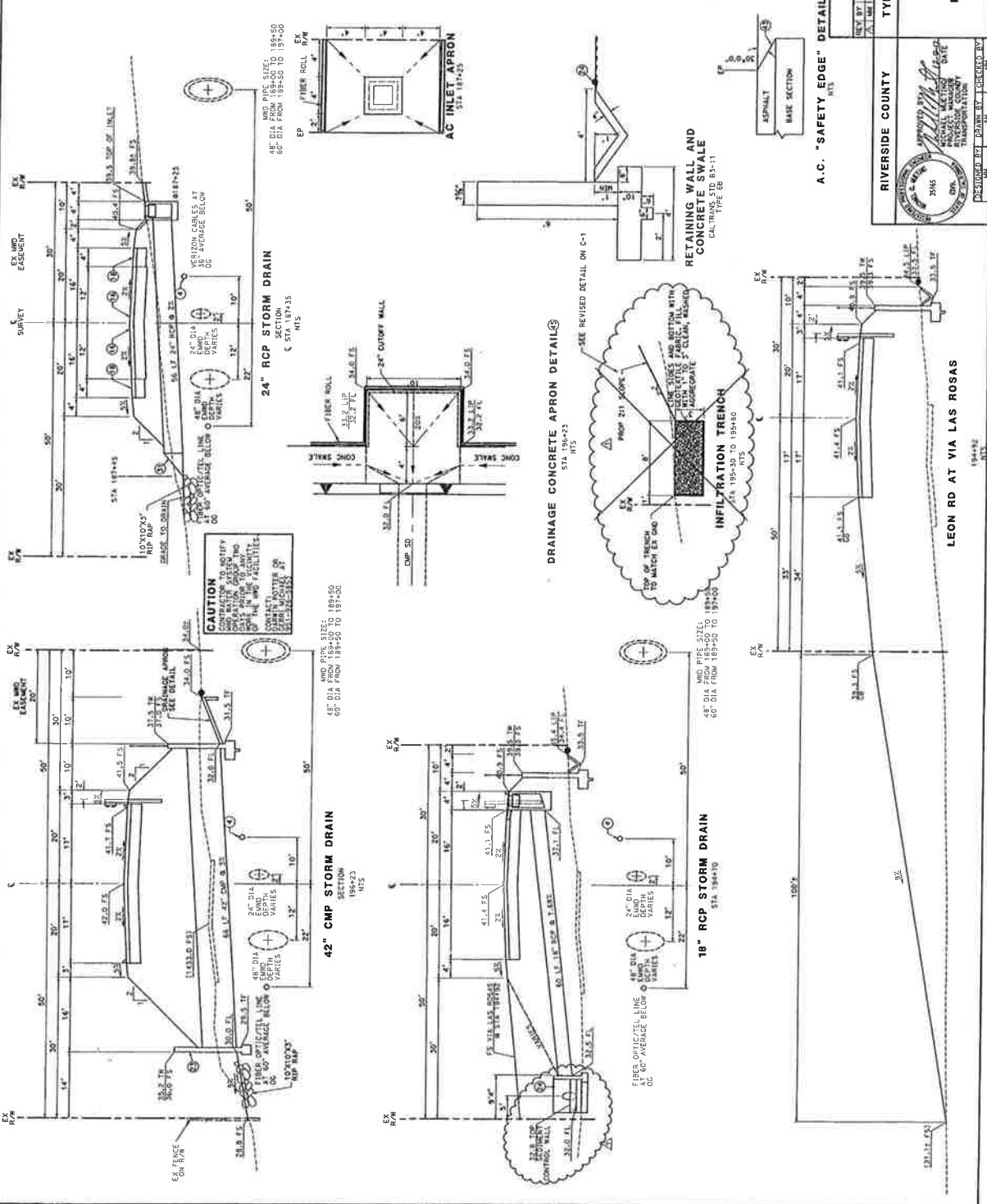
PROJECT TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_  
 ITEMS 1-47 "WORDS"





**CONSTRUCTION NOTES**

1. PROTECT IN PLACE
2. MATCH EXISTING
3. TO BE RELOCATED BY EDISON
4. TO BE RELOCATED BY VERIZON
5. TO BE RELOCATED BY EMM
6. ADJUST TO GRADE
7. REMOVE SIGN
8. REMOVE SIGN
9. REMOVE FENCE
10. RELOCATE ROADSIDE SIGN
11. REMOVE EXISTING PAVEMENT, GRADE AS SHOWN TO EXISTING
12. GRADE 4" SHOULDER
13. HYDROSEED SLOPE OVER 3'
14. PLACE 0.15" NMA (TYPE A 3" MIX) OVER 0.30" NMA
15. PLACE 0.15" NMA (TYPE A 3" MIX) OVER 0.25" NMA
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1	MM	REVISIONS	MM/DD/YY
2	MM	REVISIONS	MM/DD/YY
3	MM	REVISIONS	MM/DD/YY

**TYPICAL SECTIONS / DETAILS**

**REVISIONS**

LEON RD  
KELLER RD TO LEON RD  
ROADWAY IMPROVEMENTS

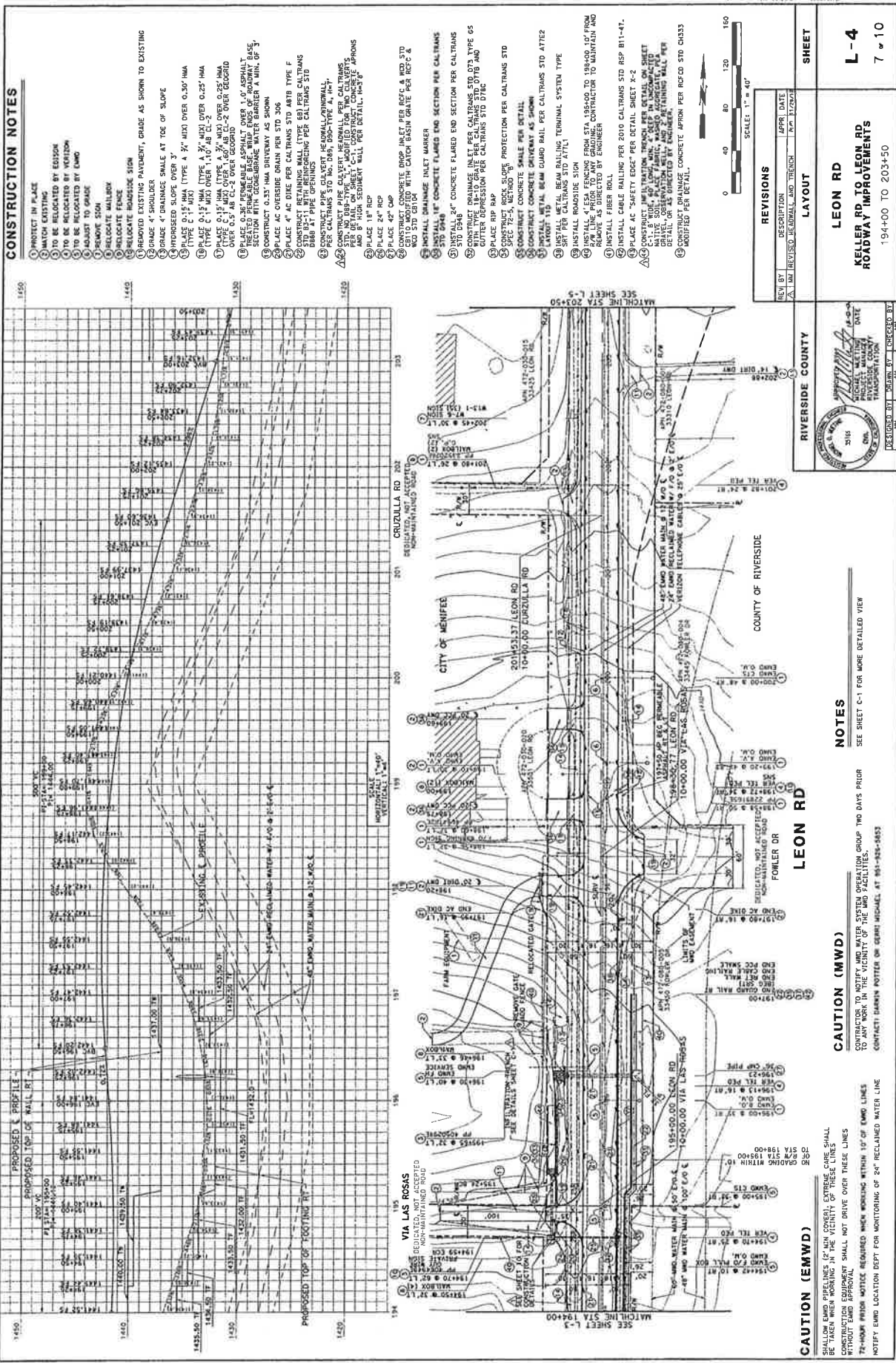
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CHECKED BY: [Signature]

PROJECT NUMBER: [Number]  
DATE: [Date]

ARCHIVE NO. B70733

SHEET X-2  
3 of 10



**CONSTRUCTION NOTES**

1. PROTECT IN PLACE
2. MATCH EXISTING
3. TO BE RELOCATED BY ESDIST
4. TO BE RELOCATED BY VISION
5. TO BE RELOCATED BY EMD
6. ADJUST TO GRADE
7. RELOCATE MAILBOX
8. RELOCATE FENCE
9. REMOVE EXISTING SIGN
10. REMOVE EXISTING PAVEMENT, GRADE AS SHOWN TO EXISTING
11. GRADE 4" SHOULDER
12. IMPROVED SLOPE OVER 3"
13. TYPE 2 1/2" HMA (TYPE A) 3" MIN OVER 0.50' HMA
14. TYPE 2 1/2" HMA (TYPE A) 3" MIN OVER 0.25' HMA
15. TYPE C 1" MIX OVER 1.10' AS CL-2
16. TYPE C 1" MIX OVER 1.40' MIN OVER 0.50' HMA
17. TYPE C 1" MIX OVER 1.60' MIN OVER 0.50' HMA
18. OVER 0.5' AS CL-2 OVER GEORGD
19. SECTION WITH CONCRETE WATER BARRIER A MIN. OF 3"
20. CONSTRUCT 0.25" HMA DRIVEWAY AS SHOWN
21. PLACE AC DRIVE PER CALTRANS STD 4B19 TYPE F
22. STD 831-1 WITH REINFORCING PER CALTRANS STD 831-1
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REVISIONS	DESCRIPTION	APPROX. DATE
1	ADD REVISION HEADLINE AND TRENCH	N/A

**REVISIONS**

REVISIONS

DESCRIPTION

APPROX. DATE

SCALE: 1" = 40'

0 40 80 120 160

**NOTES**

SEE SHEET C-1 FOR MORE DETAILED VIEW

CAUTION (EMWD)

CAUTION (MWD)

CONTRACTOR TO NOTIFY THE WATER SYSTEM OPERATOR GROUP TWO DAYS PRIOR TO ANY WORK IN THE VICINITY OF THE MWD FACILITIES.

CONTACT DANNY FORTNER OR GERRI MICHAEL AT 951-824-8483

**CAUTION (EMWD)**

SMALLER EMD PIPELINES (2" MIN. COVER), EXTREME CARE SHALL BE TAKEN TO AVOID DAMAGE TO THESE LINES.

CONSTRUCTION EQUIPMENT SHALL NOT DRIVE OVER THESE LINES WITHOUT EMD APPROVAL.

72-HOUR PRIOR NOTICE REQUIRED WHEN WORKING WITHIN 10' OF EMD LINES.

NOTIFY EMD LOCATION DEPT FOR MONITORING OF 24" RECLAIMED WATER LINE.

**CAUTION (MWD)**

CONTRACTOR TO NOTIFY THE WATER SYSTEM OPERATOR GROUP TWO DAYS PRIOR TO ANY WORK IN THE VICINITY OF THE MWD FACILITIES.

CONTACT DANNY FORTNER OR GERRI MICHAEL AT 951-824-8483

**CAUTION (MWD)**

CONTRACTOR TO NOTIFY THE WATER SYSTEM OPERATOR GROUP TWO DAYS PRIOR TO ANY WORK IN THE VICINITY OF THE MWD FACILITIES.

CONTACT DANNY FORTNER OR GERRI MICHAEL AT 951-824-8483

**CAUTION (MWD)**

CONTRACTOR TO NOTIFY THE WATER SYSTEM OPERATOR GROUP TWO DAYS PRIOR TO ANY WORK IN THE VICINITY OF THE MWD FACILITIES.

CONTACT DANNY FORTNER OR GERRI MICHAEL AT 951-824-8483

**CAUTION (MWD)**

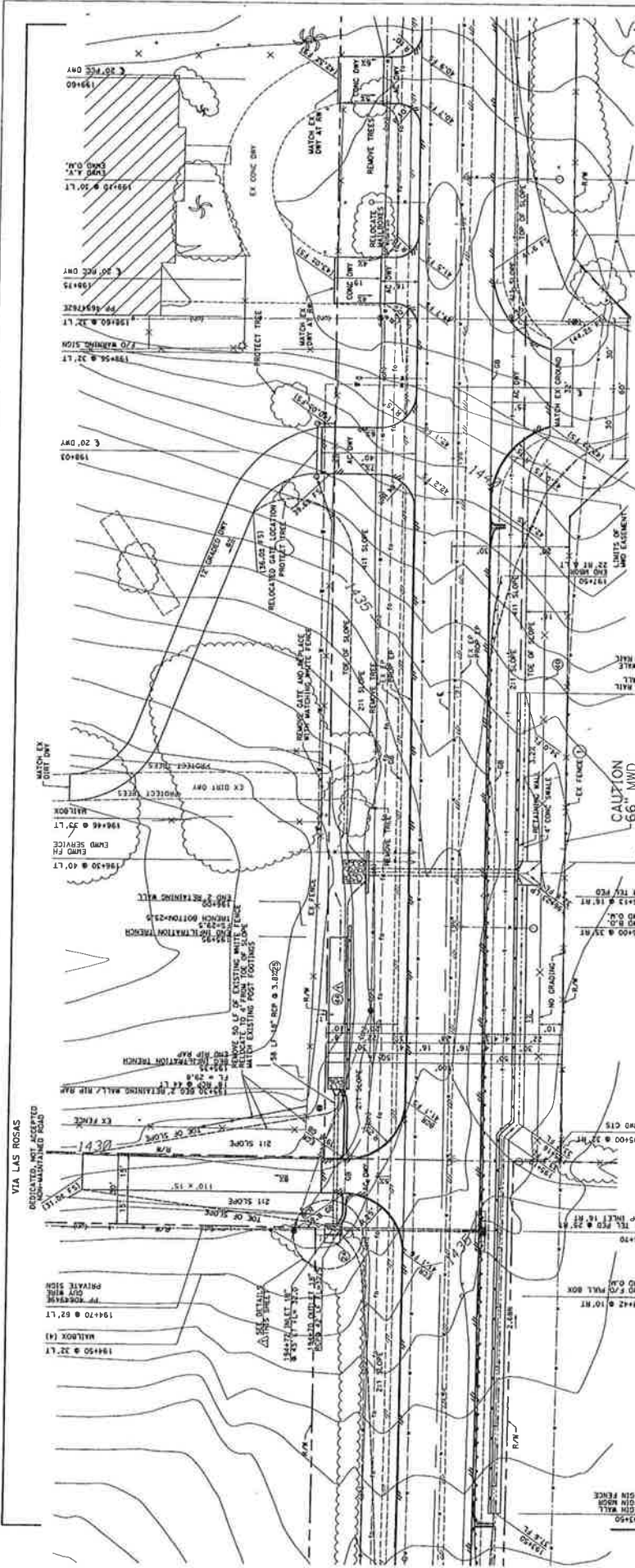
CONTRACTOR TO NOTIFY THE WATER SYSTEM OPERATOR GROUP TWO DAYS PRIOR TO ANY WORK IN THE VICINITY OF THE MWD FACILITIES.

CONTACT DANNY FORTNER OR GERRI MICHAEL AT 951-824-8483

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CONTRACTOR TO NOTIFY THE WATER SYSTEM OPERATOR GROUP TWO DAYS PRIOR TO ANY WORK IN THE VICINITY OF THE MWD FACILITIES.

CONTACT DANNY FORTNER OR GERRI MICHAEL AT 951-824-8483

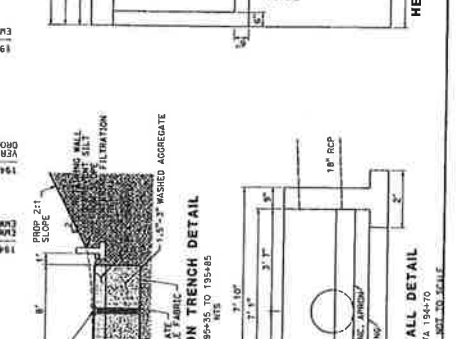
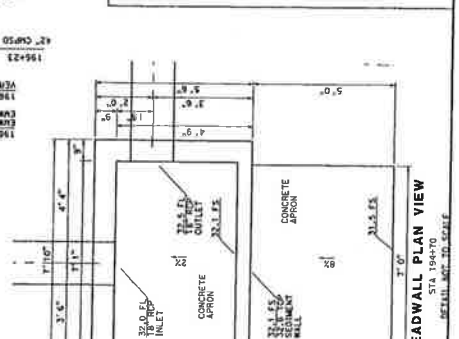
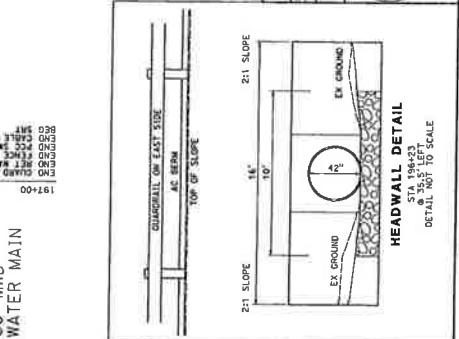


**CONSTRUCTION NOTES**

- PROTECT IN PLACE EXISTING GATE. IF EXISTING GATE CAN NOT BE RELOCATED, NEW WATER MAIN EXISTING MUST BE RELOCATED, AND POSTING CONSTRUCTION.
- REMOVE GATE AND RE-PLACE WITH MATCHING WHITE FENCE.
- INSTALL 4" ESKA FENCING FROM STA 195+40 TO 196+00 TO 196+00 FROM ROAD TO ANY GRADING. CONTRACTOR TO MAINTAIN AND REPAIR THROUGHOUT LIFE OF PROJECT.
- CONSTRUCT INFILTRATION TRENCH PER DETAIL ON SHEET 10.7 TO 10.8. TRENCH SHALL BE 18" HIGH, 36" WIDE, AND 18" DEEP. TRENCH SHALL BE CONCRETE WALL WITH 18" HIGH CONCRETE APRON AND 18" HIGH CONCRETE FOOTING. TRENCH SHALL BE 18" HIGH, 36" WIDE, AND 18" DEEP. TRENCH SHALL BE CONCRETE WALL WITH 18" HIGH CONCRETE APRON AND 18" HIGH CONCRETE FOOTING.

**NOTES**

IF EXISTING GATE CAN NOT BE RELOCATED, NEW WATER MAIN EXISTING MUST BE RELOCATED, AND POSTING CONSTRUCTION.



**REVISIONS**

REV	BY	DESCRIPTION	DATE
1	AM	REVISED HEADWALL AND TRENCH	12/11/2014

**CONSTRUCTION DETAILS**

**LEON RD**

**VIA LAS ROSAS TO FOWLER DR**

**DETAIL**

**SHEET C-1**

**10.7 TO 10.8**

PROJECT: B70733 ARCHIVE

AGREEMENT

COUNTY OF RIVERSIDE

PROJECT NO. B7-0733

FEDERAL AID NO. HSIPL-5956(191)

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 **FM & Sons, 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, 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 **Leon Road, Roadway Improvements, Keller Road to Scott Road**. Project Sheets **1** through **13**, approved **October 31, 2012** on file with the County Surveyor file **No. 957-D**, 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:



**LEON ROAD  
ROADWAY IMPROVEMENTS  
KELLER ROAD TO SCOTT ROAD  
PROJECT NO. B7-0733  
FEDERAL AID NO. HSIPL-5956(191)**

**AGREEMENT**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	19,800.00	19,800.00
2	074020	WATER POLLUTION CONTROL	LS	1	27,800.00	27,800.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	17,500.00	17,500.00
4	160101	CLEARING AND GRUBBING	LS	1	8,600.00	8,600.00
5	170101	DEVELOP WATER SUPPLY	LS	1	14,000.00	14,000.00
6	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	1,050.00	6,300.00
7	071325	TEMPORARY FENCE (TYPE ESA)	LF	600	2.18	1,308.00
8	150740	REMOVE SIGN	EA	20	65.30	1,306.00
9	152370	RELOCATE MAILBOX	EA	40	217.55	8,702.00
10	152379	RELOCATE FENCE	LF	100	6.53	653.00
11	152390	RELOCATE ROADSIDE SIGN	EA	1	250.00	250.00
12	000003	RECONSTRUCT WATER SERVICE TO NEW METER	EA	1	5,500.00	5,500.00
13	190101	ROADWAY EXCAVATION	CY	20,000	4.80	96,000.00
14	198001	IMPORTED BORROW	CY	1,200	9.00	10,800.00
15	203021	FIBER ROLLS	LF	10,200	2.77	28,254.00
16	203040	SEED (EROSION CONTROL)	SQYD	1,100	7.38	8,118.00
17	198200	SUBGRADE ENHANCEMENT FABRIC	SQYD	200	16.31	3,262.00
18	000003	GEOMEMBRANE (WATER BARRIER)	SQYD	2,980	7.65	22,797.00
19	260201	CLASS 2 AGGREGATE BASE	CY	4,480	31.70	142,016.00
20	290201	ASPHALT TREATED PERMEABLE BASE	CY	1,340	77.75	104,185.00
21	000003	POROUS ASPHALT (OPEN GRADED)	TON	970	88.50	85,845.00
22	390130	HOT MIX ASPHALT	TON	3,980	77.20	307,256.00
23	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	360	12.50	4,500.00
24	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	1,285.00	5,140.00
25	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	900	6.19	5,571.00
26	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	100	950.00	95,000.00
27	510535	MINOR CONCRETE (HEADWALL)	EA	2	6,500.00	13,000.00

**AGREEMENT  
(CONTINUED)**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
28	650014	18" REINFORCED CONCRETE PIPE	LF	116	102.00	11,832.00
29	650018	24" REINFORCED CONCRETE PIPE	LF	56	203.00	11,368.00
30	665042	42" CORRUGATED STEEL PIPE (.109" THICK)	LF	66	101.50	6,699.00
31	705204	18" CONCRETE FLARED END SECTION	EA	1	1,550.00	1,550.00
32	705206	24" CONCRETE FLARED END SECTION	EA	1	1,700.00	1,700.00
33	700619	INSTALL DRAINAGE INLET MARKER	EA	8	164.00	1,312.00
34	017007	CONCRETE DROP INLET (RCFC & WCDS CB 110)	EA	2	5,120.00	10,240.00
35	721007	ROCK SLOPE PROTECTION (1/4 TON, METHOD B)	CY	30	109.00	3,270.00
36	721431	CONCRETE (CONCRETE APRON)	EA	1	2,800.00	2,800.00
37	727906	MINOR CONCRETE (GUTTER LINING)	LF	340	50.25	17,085.00
38	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,000	6.54	6,540.00
39	832001	METAL BEAM GUARD RAILING	LF	350	26.10	9,135.00
40	839565	TERMINAL SYSTEM (TYPE SRT)	EA	2	3,100.00	6,200.00
41	839521	CABLE RAILING	LF	350	19.96	6,986.00
42	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	246	5.50	1,353.00
43	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	16,630	0.30	4,989.00
44	850102	PAVEMENT MARKER (REFLECTIVE)	EA	335	6.00	2,010.00
45	566011	ROADSIDE SIGN - ONE POST	EA	19	272.00	5,168.00
46	000003	INFILTRATION TRENCH	LS	1	17,600.00	17,600.00
47	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	74,000.00	74,000.00

**PROJECT TOTAL, ITEMS 1-47:**

One million, two hundred forty five thousand, three hundred dollars and zero cents    **\$ 1,245,300.00**  
"Words"

LEON ROAD  
ROADWAY IMPROVEMENTS  
KELLER ROAD TO SCOTT ROAD  
PROJECT NO. B7-0733  
FEDERAL AID NO. HSIPL-5956(191)

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

COUNTY OF RIVERSIDE

FM & SONS, INC.

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

BY   
Fidel C. Helgoza

Dated \_\_\_\_\_

TITLE: Vice President  
(If Corporation, Affix Seal)

ATTEST:  
Kecia Harper-Ihem, Clerk of the Board

ATTEST:  


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

TITLE: AIR

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

License No. 793 243

Federal Employer Identification Number: 91-209 3697

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

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

FORM APPROVED COUNTY COUNSEL  
BY:  MARSHAL VICTOR  
DATE: 2/28/15

**MINUTES OF ORGANIZATIONAL MEETING OF DIRECTORS OF  
FM & SONS INCORPORATED**

Initial Directors of the Corporation appointed in the Articles of Incorporation filed with the Secretary of State or appointed by the Incorporator pursuant to an action taken by unanimous consent held the organizational meeting of the initial Directors of the Corporation at the following date, time and place:

Date: January 5, 2000

Time: 10:00 AM

Place: 2098 S. Grand Ave., Suite I, Santa Ana, Calif. 92705

The following persons were present and accepted their appointment as Directors:

Fidel G. Melgoza, Fidel C. Melgoza, Esther C. Melgoza

The following persons officiated at the meeting:

Chair of meeting: Fidel G. Melgoza

Secretary of meeting: Esther C. Melgoza

The chair called the meeting to order and announced that the meeting was held pursuant to written waivers of notice and consents to the holding of the meeting. The waivers and consents were presented to the meeting and, on a motion duly made, seconded, and carried, were made a part of the records and ordered inserted in the Record Book of Corporation immediately preceding the minutes of this meeting.

*1. ARTICLES OF INCORPORATION*

The chair informed the Directors present that the original Articles of Incorporation had been filed in the Office of the Secretary of State on . A copy of the Articles of Incorporation has been provided to the secretary, and the secretary is hereby directed to insert the copy in the Record Book of the Corporation. A copy is attached as Exhibit "A." The following resolution was moved, seconded and adopted:

RESOLVED, that the Secretary is instructed to insert a copy of the Articles of Incorporation of the Corporation, certified by the Secretary of State, in the Record Book of the Corporation.

**Payment Bond**

(Public Work - Civil Code 9550 et seq.)

The makers of this Bond are **FM & Sons, Inc.**, as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$1,245,300.00 (One million, two hundred forty five thousand, three hundred 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 **Leon Road, Roadway Improvements, Keller Road to Scott Road, Project No. B7-0733, Federal Aid No. HSIPL-5956(191)**.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Original Contractor – Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_  
Its Attorney In Fact

Title \_\_\_\_\_  
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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

Notary Public (Seal)

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

BOND ISSUED IN DUPLICATE

BOND NUMBER: 58703490

PREMIUM: \$10,717.00

### Performance Bond

#### Recitals:

1. **FM & Sons, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Leon Road, Roadway Improvements, Keller Road to Scott Road, Project No. B7-0733, Federal Aid No. HSIPL-5956(191).**
2. WESTERN SURETY COMPANY, a SOUTH DAKOTA corporation (Surety), is the Surety under this Bond.

#### Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$1,245,300.00 (One million, two hundred forty five thousand, three hundred dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
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 FEBRUARY 8, 2013

FM & SONS, INC.

WESTERN SURETY COMPANY

By [Signature]

By [Signature]

By Fidel C. Melgoza

Type Name PAUL A. BLAND

Its Attorney in Fact

"Surety"

Title Vice 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).**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

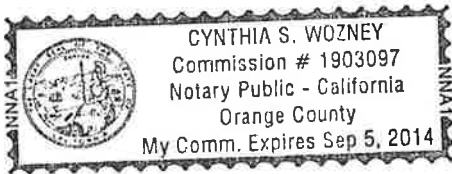
On February 8, 2013 before me, Cynthia S. Wozney, Notary Public

Personally appeared Paul A. Bland

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~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 *Cynthia S. Wozney*  
Signature of Notary Public

**OPTIONAL**

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

- Individual
- Corporated Officer            Title(s)
- Partner             Limited  General
- Attorney-in-Fact
- Trustee
- Guardian of Conservator
- Other

Signer is Representing: **WESTERN SURETY COMPANY**

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John M Garrett, Steven C. Mosier, Denise Bennett, Kari Goodman, Paul A Bland, Charise Eberhard, Cynthia S Wozney, Individually**

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 2nd day of September, 2011.



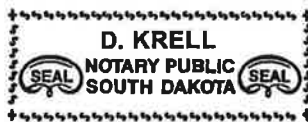
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of September, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8TH day of FEBRUARY, 2013.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

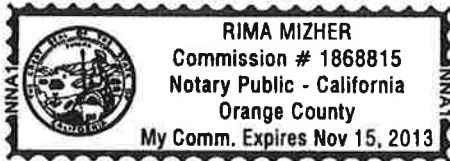
STATE OF CALIFORNIA

County of Orange

On February 12th, 2013 before me, Rima Mizher, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Fidel C. Melgoza

Name(s) of Signer(s)



Place Notary Seal Above

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/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature

Signature of Notary Public

## 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 the form to another document.

### Description of Attached Document

Title or Type of Document: Performance Bond

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

Number of Pages: \_\_\_\_\_

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

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

Signer's Name: Fidel C. Melgoza

- Individual  
 Corporate Officer — Title(s): Vice President  
 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: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

**Performance Bond**

**Recitals:**

1. **FM & Sons, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Leon Road, Roadway Improvements, Keller Road to Scott Road, Project No. B7-0733, Federal Aid No. HSIPL-5956(191).**
2. \_\_\_\_\_, a \_\_\_\_\_ corporation (Surety),  
is the Surety under this Bond.

**Agreement:**

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$1,245,300.00 (One million, two hundred forty five thousand, three hundred dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
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).**

BOND ISSUED IN DUPLICATE

### Payment Bond

BOND NUMBER: 58703490  
PREMIUM INCLUDED IN THE  
PERFORMANCE BOND

(Public Work - Civil Code 9550 et seq.)

The makers of this Bond are FM & Sons, Inc., as Principal and Original Contractor and WESTERN SURETY COMPANY, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$1,245,300.00 (One million, two hundred forty five thousand, three hundred 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 **Leon Road, Roadway Improvements, Keller Road to Scott Road, Project No. B7-0733, Federal Aid No. HSIPL-5956(191).**

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

Dated: FEBRUARY 8, 2013

FM & SONS, INC.

Original Contractor – Principal

WESTERN SURETY COMPANY

Surety

By Fidel C. Helgoza

By PAUL A. BLAND

Its Attorney In Fact

Title Vice President

(If corporation, affix seal)

PAUL A. BLAND

(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).**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On February 8, 2013 before me, Cynthia S. Wozney, Notary Public

Personally appeared Paul A. Bland

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~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 *Cynthia S. Wozney*  
Signature of Notary Public

**OPTIONAL**

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

- Individual
- Corporated Officer            Title(s)
- Partner             Limited  General
- Attorney-in-Fact
- Trustee
- Guardian of Conservator
- Other

Signer is Representing: **WESTERN SURETY COMPANY**



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John M Garrett, Steven C. Mosier, Denise Bennett, Kari Goodman, Paul A Bland, Charise Eberhard, Cynthia S Wozney, Individually**

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 2nd day of September, 2011.



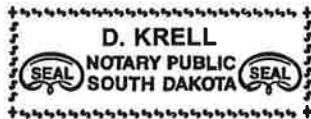
WESTERN SURETY COMPANY

Paul T. Brufat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of September, 2011, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8TH day of FEBRUARY, 2013.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On February 12th, 2013 before me, Rima Mizher, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Fidel C. Melgoza

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/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though 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 the form to another document.*

### Description of Attached Document

Title or Type of Document: Payment Bond

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

Number of Pages: \_\_\_\_\_

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

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

Signer's Name: Fidel C. Melgoza

- Individual  
 Corporate Officer — Title(s): Vice President  
 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: \_\_\_\_\_

## Company Profile

### WESTERN SURETY COMPANY

P.O. BOX 5077  
SIOUX FALLS, SD 57117-5077

#### Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES, CA  
90017

Unable to Locate the Agent for Service of Process?

---

#### Reference Information

NAIC #:	13188
NAIC Group #:	<u>0218</u>
California Company ID #:	0761-7
Date authorized in California:	July 29, 1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

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#### Lines of Insurance Authorized to Transact

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

LIABILITY  
✓ SURETY

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#### Company Complaint Information

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

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#### Want More?

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

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Last Revised - November 10, 2012 10:58 AM



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2013

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).

<b>PRODUCER</b> Premier One Insurance Services 1869 West Foothill Blvd Upland CA 91786		<b>CONTACT NAME:</b> Steve Singh <b>PHONE (A/C, No, Ext):</b> (909) 981-6565 <b>FAX (A/C, No):</b> (909) 981-6585 <b>E-MAIL ADDRESS:</b> steve.singh@premierone.com	
<b>INSURED</b> FM & Sons Inc 2098 S. Grand Avenue #1 Santa Ana CA 92705		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Atain Specialty NAIC # 17159 INSURER B: National Union Fire 19445 INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: CL1321402852 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						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CIP161180	12/3/2012	12/3/2013	MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE	\$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 4,000,000
	DED RETENTION \$			BE065443160	12/3/2012	12/3/2013		\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)  
Waiver of Subrogation and Primary Wording applies to General Liability Policy per attached endorsements. Project: Leon Road Roadway Improvements Keller Road to Scott Road, Project No B7-0733, Federal Aid No. HSIPL -5956(191). County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives are named as additional insured. City of Menifee, its Directors, Officers, employees and agents are named as additional insured

**CERTIFICATE HOLDER****CANCELLATION**

County of Riverside 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 Steve Singh/PO103

## SCHEDULE OF FORMS AND ENDORSEMENTS

<b>POLICY NUMBER:</b>	<b>EFFECTIVE DATE:</b>	<b>NAMED INSURED:</b>
CIP161180	12/03/2012	FM & SONS INCORPORATED

SOFAE 09-10                      SCHEDULE OF FORMS

**COMMERCIAL FORMS**

UNLPFD1 11-04	COMMON DECLARATIONS
AF100 07-12	POLICY JACKET
AF3380 07-12	FRAUD AND MISREPRESENTATION ENDORSEMENT
AF3550 07-12	MINIMUM EARNED PREMIUM & CANCELLATION
AF900 07-12	SERVICE OF SUIT ENDORSEMENT
IL0017 11-98	COMMON POLICY CONDITIONS
NAMECHGNOTICE 11-11	POLICYHOLDER NOTICE - NAME CHANGE

**STATE FORMS**

CAPRNOTICE 12-11	CA NOTICE-PREMIUM REFUNDS
D2 07-11	CA-CA NOTICE
CG3234 01-05	CA-CHANGES-CANCELLATION
IL0270 09-08	CA-CHANGES-CANCELLATION/NONRENEWAL

**GENERAL LIABILITY**

UNLPFSD1L 09-11	COMMERCIAL GL SUPPLEMENTAL DEC
AF000839 07-12	EMPLOYEES/SUBCON/INDEP CON/TEMP WORKERS/LEASED WORKERS/VOLUNTEERS
AF000873 07-12	KNOWN INJ/DAMAGE EXCL- PERS & ADV INJ
AF000899 07-12	AMENDMENT-AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION
AF001007 11-12	COMBINED COVERAGE AND EXCLUSION ENDORSEMENT
AF001396 07-12	INFRINGEMENT, MISAPPROPRIATION
AF001397 07-12	PRIMARY AND NON-CONTRIBUTING
AF001401 07-12	DAMAGE TO PREMISES RENTED TO YOU LIMITATION
AF33510 07-12	CLASSIFICATION LIMIT
AF33515A 07-12	NEW CONSTRUCTION RESIDENTIAL EXCL.
AF33518 07-12	TENANTS & LESSEES INSURANCE WARRANTY
AF33530 07-12	SUBSIDENCE EXCL
AF3378 07-12	AMENDMENT OF SECTION IV
AF3397 07-12	EIFS & DRYWALL EMISSION EXCLUSION
AF3400 07-12	ABSOLUTE SILICA DUST EXCL
BW76 07-08	EXCL - DESIGNATED OPS - NY & WA
CG0001 12-07	CGL COVERAGE FORM AND CONDITIO
CG0068 05-09	REC/DIST OF MATERIAL OR INFO
CG0300 01-96	DEDUCTIBLE LIABILITY
CG2033 07-04	AI-OWNERS, LESSEES OR CONTR
CG2037 07-04	AI-OWNERS, LESSEES, CONTRACT -CO
CG2154 01-96	EXCL-DES OPER COV BY A CONS IN
CG2167 12-04	FUNGI OR BACTERIA EXCLUSION
CG2173 01-08	EXCL OF CERTIFIED ACTS OF TERRORISM
CG2404 05-09	WAIVER OF TRANSFER OF RIGHTS
CG2426 07-04	AMEND OF INSURED CONTRACT DEF
CG2503 03-97	DESIGNATED CONSTRUCTION PROJEC

ADDITIONAL FORMS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.





**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
"ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED BY WRITTEN CONTRACT TO PERFORM SERVICES WITHIN THE TERMS AND CONDITIONS OF THIS POLICY TO WHICH THIS FORM IS ATTACHED."  \$750.00 FULLY EARNED	AS REQUIRED BY WRITTEN 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".



## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Person Or Organization:

"ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS."

\$500.00 FULLY EARNED

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL  
 AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Designated Construction Projects:

ALL PROJECTS AWAY FROM PREMISES OWNED OR RENTED BY YOU

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being
- subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Limits Of Insurance (**SECTION III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

**ENDORSEMENT**

This Endorsement Changes the Policy - Please Read it Carefully

**PRIMARY AND NON-CONTRIBUTING INSURANCE  
(Third-Party's Sole Negligence)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD LIABILITY COVERAGE PART  
BUSINESSOWNERS LIABILITY COVERAGE FORM

The following is added to Section IV - Commercial General Liability Conditions, Paragraph 4:

**Section IV: Commercial General Liability Conditions**

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

"ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED BY WRITTEN CONTRACT TO PERFORM SERVICES AND PRIOR TO ANY LOSS THAT ARE WITHIN THE TERMS AND CONDITIONS OF THIS POLICY TO WHICH THIS FORM IS ATTACHED.

\$500.00 FULLY EARNED

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third Party for whom you are performing work."

All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of the policy unless otherwise stated herein. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: CIP161180

Named Insured: FM & SONS INCORPORATED

Endorsement Effective Date:



**SCHEDULE OF UNDERLYING INSURANCE**

Issued to: F M & SONS INC

Policy Number BE 065243100

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

---

<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER, POLICY NO. AND POLICY PERIOD</u>	<u>LIMITS</u>
GENERAL LIABILITY	<u>Alan Specialty</u> <u>Insurance Company</u> 11/16/12 11/16/13	\$1,000,000 PER OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPLETED OPS. AGGREGATE \$2,000,000 PER PROJECT GENERAL AGGREGATE CAPPED \$2,000,000 PER LOCATION GENERAL AGGREGATE CAPPED Defense Expenses are in addition to the limit



Christopher G. Kopser  
**AUTHORIZED REPRESENTATIVE**

1. it incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
2. you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. the repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or
2. your fulfilling the terms of the contract or agreement.

**N. Insured** means:

1. the **Named Insured**;
2. 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;
3. your employees other than 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;
4. your volunteer workers only while performing duties related to the conduct of your business;
5. any person (other than your employee or volunteer worker) or organization while acting as your real estate manager;
6. 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;
7. any person or organization, other than the **Named Insured**, included as an additional insured under **Scheduled Underlying Insurance**, but not for broader coverage than would be afforded by such **Scheduled Underlying Insurance**.

Notwithstanding any of the above:

- a. no person or organization is an **Insured** with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a **Named Insured in Item 1 of the Declarations**; and



**Prime Express<sup>SM</sup>  
Commercial Excess Liability Policy With CrisisResponse<sup>®</sup>**

**DECLARATIONS**

The company issuing this policy is indicated by an "X" in the box to the left of the company's name.

- |  |  |
|--|--|
| <input type="checkbox"/> American Home Assurance Company       | <input type="checkbox"/> Illinois National Insurance Company                                 |
| <input type="checkbox"/> Chartis Casualty Company              | <input checked="" type="checkbox"/> National Union Fire Insurance Company of Pittsburgh, Pa. |
| <input type="checkbox"/> Chartis Property Casualty Company     | <input type="checkbox"/> New Hampshire Insurance Company                                     |
| <input type="checkbox"/> Commerce & Industry Insurance Company | <input type="checkbox"/> The Insurance Company of the State of Pennsylvania                  |
| <input type="checkbox"/> Granite State Insurance Company       |  |

(each of the above being a capital stock company)

**Administrative/Mailing Address: 175 Water Street, New York, NY 10038  
Telephone No. 212-458-5000**

**POLICY NUMBER: BE 065443160 RENEWAL OF: NEW**

**ITEM 1. NAMED INSURED: F M & SONS INC**

**MAILING ADDRESS: 2098 S GRAND AVE STE I  
SANTA ANA, CA 92705-5229**

**ITEM 2. POLICY PERIOD: FROM: December 3, 2012 TO: December 3, 2013  
(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)**

**ITEM 3. LIMITS OF INSURANCE**

The Limits of Insurance, subject to the terms of this policy, are:

- |                |   |
|----------------|---|
| A. \$4,000,000 | <b>Each Occurrence</b>  |
| B. \$4,000,000 | <b>General Aggregate</b> (in accordance with Section IV. Limits of Insurance)                       |
| C. \$4,000,000 | <b>Products-Completed Operations Aggregate</b> (in accordance with Section IV. Limits of Insurance) |
| D. \$250,000   | <b>CrisisResponse Sublimit of Insurance</b>   |
| E. \$50,000    | <b>Excess Casualty CrisisFund Limit of Insurance</b>  |

**ITEM 4. SCHEDULED UNDERLYING INSURANCE - See Schedule of Underlying Insurance**

**ITEM 5. PREMIUM AND PREMIUM COMPUTATION**

ESTIMATED TOTAL ANNUAL EXPOSURE	
RATES PER	FLAT
MINIMUM PREMIUM	\$10,900.00
ADVANCE PREMIUM	\$10,900.00

**ITEM 6. THIS POLICY INCLUDES THESE ENDORSEMENTS AT INCEPTION DATE: SEE ATTACHED SCHEDULE**

**PRODUCER NAME: BASS UNDERWRITERS, INC.  
ADDRESS: 1 HALADIE PLAZA, STE 505  
SAN FRANCISCO, CA 94102**

**Christopher G. Kopser**  
**Authorized Representative or**  
**Countersignature (Where Applicable)**

**Date**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/7/2013

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 Southern California Insurance Brokerage, Inc. P.O. Box 758 License #OC91978 Glendora CA 91740-0758	CONTACT NAME: Justine Bustillos	
	PHONE (A/C, No, Ext): (909) 592-2215	FAX (A/C, No): (909) 305-0391
INSURED F M & Sons Incorporated 2098 S. Grand Ave. #A Santa Ana CA 92705	E-MAIL ADDRESS: Justine@socalinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Financial Casualty	NAIC # 11770
	INSURER B: Benchmark Insurance Company	41394
	INSURER C: Hartford Fire Ins. Co.	19682
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 13/14 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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	06469646-9	12/15/2012	6/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	CST5003619	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	RENTED/LEASED EQUIPMENT			72 MS HY9481	7/13/2012	7/13/2013	LIMIT \$270,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Leon Road Roadway Improvements Keller Road to Scott Road, Project No B7-0733, Federal Aid No. HSIPL - 5956 (191)

County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents, and representatives, City of Menifee, its directors, officers, employees and agents, are named as additional insured's in regards to the business auto liability policy- W/C blanket Waiver, & Auto A/I's attached- Revised 2/11/13

CERTIFICATE HOLDER  COUNTY OF RIVERSIDE 3525 14TH ST. RIVERSIDE, CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Diana Kubo, CISR/JNP

**PROGRESSIVE**

**Additional Insured Endorsement**

**Name of Person or Organization**

COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS,  
BOARD OF SUPERVISORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES  
3525 14TH ST.  
RIVERSIDE, CA 92501

The person or organization named above is an insured with respect to such liability coverage as is afforded by the policy but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the Declarations Page.

**Limit of Liability**

Bodily Injury	each person/	each accident
Property Damage	each accident	
Combined Liability \$1,000,000	each accident	

All other terms, limits and provisions of this policy remain unchanged.


This endorsement applies to Policy Number: 064696469

Issued to (Name of Insured): F M & SONS INCORPORATED

Effective date of endorsement: 02/07/2013

Policy expiration date: 06/15/2013

Form 1198 (01/04)



**PROGRESSIVE®**

**Additional Insured Endorsement**

Name of Person or Organization

CITY OF MENIFEE, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

The person or organization named above is an Insured with respect to such liability coverage as is afforded by the policy but this insurance applies to said Insured only as a person liable for the conduct of another Insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the Declarations Page.

Limit of Liability

Bodily Injury	each person/	each accident
Property Damage	each accident	
Combined Liability \$1,000,000	each accident	

All other terms, limits and provisions of this policy remain unchanged.

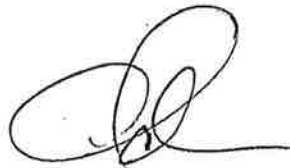
This endorsement applies to Policy Number: 064696469

Issued to (Name of Insured): F M & SONS INCORPORATED

Effective date of endorsement: 02/07/2013

Policy expiration date: 06/15/2013

Form 1198 (01/04)



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA - BLANKET

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.

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

Person or Organization	Schedule	Job Description
Any person or organization for whom The named insured is required under Written contract to furnish this waiver		RE: All California Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/13 to 02/01/14

Policy No. CST5003619

Endorsement No.

Insured: F M & Sons Incorporated

Insurance Company: BENCHMARK INSURANCE COMPANY



Benchmark Insurance Company

Countersigned by

CALIFORNIA
Skip to Content | Home | Check License Status | Contact Us | REQUEST FOR ASSISTANCE

DEPARTMENT OF INSURANCE

CONSUMERS
SENIORS
AGENTS & BROKERS
INSURERS
FRAUD
NEWS
ABOUT US
VIDEO





[Consumers Overview](#) / [Licensee Information](#) / [Surplus Line Insurers](#) / [List of Approved Surplus Line Insurers \(LASLI\)](#)

**Consumers Overview**

- [Buying Insurance](#)
- [Health Related Insurance Information](#)
- [Licensee Information](#)
- [Search Insurance Company Profiles](#)
- [Workers' Comp Company Contacts](#)
- [Check to See If Your Agent/Broker is Licensed](#)
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- [Prop 103 Consumer Intervenor Process](#)
- [Public Programs](#)
- [Talk to Us](#)

**Quick Links**

**CONSUMERS: LIST OF APPROVED SURPLUS LINE INSURERS (LASLI)**

Please use the "Find" option in the "Edit" menu of your browser to search for a particular company.

As of: February 5, 2013

**A | B - D | E - G | H - L | M - P | Q - Z**

Insurer	Date Approved
Acceptance Casualty Insurance Company (Nebraska)	10/23/2007
ACE European Group Limited (U.K.)	06/20/2007
Admiral Insurance Company (Delaware)	06/30/1995
Adriatic Insurance Company (North Dakota)	06/30/1995
AIX Specialty Insurance Company (Delaware)	06/05/2009
Allianz Global Corporate & Specialty AG (Germany) (Name Changed from Allianz Marine & Aviation Versicherungs-AG effective 07/28/2006)	06/16/2004
Allied World National Assurance Company (New Hampshire) (Name changed from Newmarket Underwriters Insurance Company effective 10/03/2007)	12/18/1997
Alterra Excess & Surplus Insurance Company (Delaware) (Name changed from Alterra Specialty Insurance Company effective 09/27/2010. Name changed from Max Specialty Insurance Company effective 05/13/2010)	06/19/2008
American Empire Surplus Lines Insurance Company (Delaware)	09/01/1995
American Safety Indemnity Company (Oklahoma) (Name changed from Trafalgar Insurance Company effective 04/10/2000)	11/20/1996
American Western Home Insurance Company (Oklahoma)	09/01/1995
Arch Insurance Company (Europe) Limited (U.K.)	10/19/2009
Arch Specialty Insurance Company (Nebraska) (Name changed from Rock River Insurance Company effective 08/01/2002) (Domicile changed from Wisconsin to Nebraska effective 12/28/2006)	09/01/1995
Aspen Insurance UK Limited (U.K.)	12/29/2004
Aspen Specialty Insurance Company (North Dakota) (Name changed from Dakota Specialty Insurance Company, effective 10/22/2003)	03/03/1998
Associated Electric & Gas Insurance Services Limited (Bermuda)	11/03/1995
Associated Industries Insurance Company, Inc. (Florida)	01/11/2012
Atain Specialty Insurance Company (Michigan) (Name changed from USF Insurance Company effective 08/25/2011) (Domicile changed from Pennsylvania to Michigan effective 12/31/2007)	09/01/1995
Atlantic Casualty Insurance Company (North Carolina)	07/16/2009
AXA Corporate Solutions Assurance (France)	08/14/2003
AXIS Specialty Europe SE (Ireland) (Name changed from AXIS Specialty Europe Public Limited Company effective 09/10/2012. Name changed from AXIS Specialty Europe Limited effective 04/26/2012)	06/20/2007
AXIS Surplus Insurance Company (Illinois) (Name changed from Sheffield Insurance Corporation effective 06/09/2003)	12/15/1995

[Back to Top](#)

**B - D**

Insurer	Date Approved
Berkley Assurance Company (Iowa)	07/20/2011
Berkley Regional Specialty Insurance Company (Delaware)	04/12/2012
Berkshire Hathaway International Insurance Limited (UK)	04/01/2008
Bracken Hill Specialty Insurance Company Inc. (Illinois) (Name changed from Hiscox Specialty Insurance Company Inc. effective 07/09/2012)	10/08/2010

## Company Profile

**NATIONAL UNION FIRE INSURANCE COMPANY OF  
PITTSBURGH, PA  
180 MAIDEN LANE  
NEW YORK, NY 10038  
800-551-0824**

**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?

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### Reference Information

NAIC #:	19445
NAIC Group #:	<u>0012</u>
California Company ID #:	0131-3
Date authorized in California:	November 28, 1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

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### Lines of Insurance Authorized to Transact

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

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

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### Company Complaint Information

## Company Profile

# UNITED FINANCIAL CASUALTY COMPANY

6300 WILSON MILLS ROAD  
MAYFIELD VILLAGE, OH 44143-2182  
800-688-2820

### Former Names for Company

**Old Name:** UNITED FINANCIAL CASUALTY CO **Effective Date:** 09-13-1993

### Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

### Reference Information

NAIC #:	11770
NAIC Group #:	<u>0155</u>
California Company ID #:	3620-2
Date authorized in California:	March 04, 1994
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	OHIO

### Lines of Insurance Authorized to Transact

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

AUTOMOBILE  
BURGLARY  
COMMON CARRIER LIABILITY  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS



## Company Profile

### BENCHMARK INSURANCE COMPANY

775 PRAIRIE CENTER DRIVE, SUITE 420  
EDEN PRAIRIE, MN 55344

#### Former Names for Company

Old Name: NATIONAL COLONIAL INSURANCE COMPANY

Effective Date: 12-23-1994

Old Name: WESTERN INDEMNITY COMPANY, INC. (THE)

Effective Date: 04-07-1989

#### 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 #:	41394
NAIC Group #:	0000
California Company ID #:	1903-4
Date authorized in California:	March 12, 1968
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	KANSAS

#### 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](#).

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

#### Financial Statement PDF documents

[Company Financial Statements](#)

## Company Profile

# HARTFORD FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA  
HARTFORD, CT 06115  
800-243-5860

### Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES, CA 90017  
Unable to Locate the Agent for Service of Process?

---

### Reference Information

NAIC #:	19682
NAIC Group #:	<u>0091</u>
California Company ID #:	0085-1
Date authorized in California:	January 07, 1870
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

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### Lines of Insurance Authorized to Transact

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

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

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### Company Complaint Information