

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



455

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
November 14, 2013

**SUBJECT:** Sheriff Department 911 Dispatch Center Security Upgrade / Secured Parking Lot – Ratify Addenda 1 and 2 to the Plans and Specifications, Grant the Low Bidder Relief, Approval of Construction Agreement, and Approval of Revised Project Budget, District 1, [\$981,792]

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

1. Ratify Addenda 1 and 2 to the plans and specifications;
2. Grant the low bidder, Pub Construction Inc., relief from its bid without penalty due to a clerical error;

(Continued)

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 981,792	\$ 0	\$ 981,792	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 713,213	\$ 0	\$ 713,213	\$ 0	

**SOURCE OF FUNDS:** 73% Sheriff's Department FY 2013/14 Budget; 27% CORAL – 1985 ACES Interest Earnings

**Budget Adjustment:** No  
**For Fiscal Year:** 2013/14

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

APPROVE

BY:   
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

**Prev. Agn. Ref.:** 3-14 of 5/14/13; 3.9 of 11/27/12

**District:** 1/1

**Agenda Number:**

**3-14**

Reviewed by  
**CIP TEAM**  
 Serene Chapin

FORM APPROVED COUNTY COUNSEL  
 BY:   
 DATE: 11/7/13

FISCAL PROCEDURES APPROVED  
 BY:   
 PAUL ANGULO, CPA - AUDITOR-CONTROLLER  
 DATE: 11/14/13

By:   
 Stanley L. Sniff Jr.  
 Sheriff - Coroner - PA

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

Economic Development Agency

**FORM 11:** Sheriff Department 911 Dispatch Center Security Upgrade / Secured Parking Lot – Ratify Addenda 1 and 2 to the Plans and Specifications, Grant the Low Bidder Relief, Approval of Construction Agreement, and Approval of Revised Project Budget, District 1, [\$981,792]

**DATE:** November 14, 2013

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**RECOMMENDED MOTION:** (Continued)

3. Waive any minor irregularities in the bid and award the construction agreement between the County of Riverside and the second lowest bidder, Roadway Engineering and Contracting Inc. of Mira Loma, California, in the amount of \$743,400 and authorize the Chairman of the Board to execute the agreement on behalf of the county;
4. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies; and
5. Approve a \$268,579 adjustment to the project budget for a revised project budget of \$981,792.

**BACKGROUND:**

**Summary**

On May 14, 2013, the Board of Supervisors approved the revised plans and specifications for the Sheriff Department 911 Dispatch Center Security Upgrade / Secured Parking Lot project and authorized the Clerk of the Board to advertise for bids, approve a total project budget, and authorized the Assistant County Executive Officer/EDA to submit the contract for award to the lowest responsible bidder to the Chairman of the Board for execution, provided that: if there is a bid protest, the lowest bid exceeds the estimated construction budget, the low bidder is disqualified, two or more bids are the same and are the lowest, or a bidder requests relief from its bid due to an error, the award will be submitted to the Board for action.

On June 3, 2013, a mandatory job walk was held for the Sheriff Department 911 Dispatch Center Security Upgrade / Secured Parking Lot project. A total of seven general contractors attended the job walk. On June 19, 2013, a bid opening was conducted and Pub Construction Inc. (Pub) was determined to be the lowest responsive and responsible bidder.

On July 26, 2013, the Economic Development Agency (EDA) received a letter from Pub requesting their bid proposal be withdrawn due to a clerical error. County Counsel reviewed Pub's request for bid withdrawal and determined that the request would not meet the statutory criteria outlined in Public Contract Code § 5103 to satisfy the courts. On September 3, 2012 a meeting was held with Pub to discuss their concerns with complying with the county's demands of entering into a construction agreement for the project. It is apparent to EDA and Sheriff Department staff that there is a possibility of cash flow and performance issues should the county attempt to contract with Pub, therefore it is recommended that the Board of Supervisors relieve Pub Construction Inc. from their bid proposal, pursuant to Public Contract Code § 5100, et seq.; waive any minor irregularities in the bid from Roadway Engineering and Contracting Inc. and award the bid to Roadway Engineering and Contracting Inc. in the amount of \$743,400.

(Continued)

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

Economic Development Agency

**FORM 11:** Sheriff Department 911 Dispatch Center Security Upgrade / Secured Parking Lot – Ratify Addenda 1 and 2 to the Plans and Specifications, Grant the Low Bidder Relief, Approval of Construction Agreement, and Approval of Revised Project Budget, District 1, [\$981,792]

**DATE:** November 14, 2013

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**BACKGROUND:** (Continued)

**Summary (Continued)**

Concurrent with the security perimeter upgrade, an additional expense of \$981,792 is required to complete the secured parking lot portion of the project. These funds were anticipated and budgeted in the Sheriff's Department budget for FY 2013/14.

**Impact on Citizens and Businesses**

The purpose of this project is to establish effective facility perimeter security which includes secured parking for staff at the sheriff's central dispatch center. The project includes reinforced security fencing, lighting and security cameras. The dispatch center serves 17 contract cities and all unincorporated areas of California's fourth largest county. As the communications hub is supporting all allied agencies and private sector partners, the center serves a population of over two million people for emergency services.

This facility is a key resource/critical infrastructure for public and law enforcement communications and is also the intake of 911 emergency calls for Riverside. The Communications Center operates 24/7 with a large number of personnel and houses critical radio/communication technology and repair equipment.

The residential community immediately surrounding the facility may be impacted. Mitigation measures, such as installation of more mature vegetation, hedges, and adjustment of lighting design will be implemented as part of this project.

**Contract History and Price Reasonableness**

During this second request for bids, the County of Riverside used its terms and conditions for a public works project of over \$175,000. The solicitation was published in the Press Enterprise in accordance with letting procedures set forth in the public contract code. Seven general contractors attended the mandatory job walk and four bids were received.

**A. PROJECT BUDGET ADJUSTMENT**

(Commences on Page 3)

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

Economic Development Agency

**FORM 11:** Sheriff Department 911 Dispatch Center Security Upgrade / Secured Parking Lot – Ratify Addenda 1 and 2 to the Plans and Specifications, Grant the Low Bidder Relief, Approval of Construction Agreement, and Approval of Revised Project Budget, District 1, [\$981,792]

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**A. PROJECT BUDGET ADJUSTMENT**

The approximate allocation of the project budget is as follows:

<b>PROJECT BUDGET LINE ITEMS</b>	<b>PRIOR PROJECT BUDGET</b>	<b>ADJUSTMENT ON PROJECT BUDGET</b>	<b>REVISED PROJECT BUDGET</b>
Design / Consultant	41,090	22,700	63,790
Security Parking	528,935	214,465	743,400
Additional Landscaping	0	40,000	40,000
Project Management / Advertisement / Inspections / Permit	72,500	(500)	72,000
Specialty Inspection and Testing	5,850	10,000	15,850
Contingency	64,838	(18,086)	46,752
<b>Revised Project Budget</b>	<b>\$713,213</b>	<b>\$268,579</b>	<b>\$981,792</b>

Costs in the amount of \$713,213 will be fully funded through the Sheriff's Department FY 2013/14 budget; \$268,579 will be fully funded through CORAL-1985 ACES Interest Earnings, thus no additional net county costs will be incurred.

Attachment:

Construction Agreement



**STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN  
COUNTY AND CONTRACTOR**

by and between

**ROADWAY ENGINEERING & CONTRACTING INC.**

(the "Contractor")

And

**THE COUNTY OF RIVERSIDE**

(the "County")

FOR:

**COMMUNICATION CENTER PARKING LOT EXPANSION PROJECT**

**7195 ALESSANDRO BLVD. RIVERSIDE, CA 92506**

**STANDARD FORM OF CONSTRUCTION CONTRACT**  
**BETWEEN COUNTY AND CONTRACTOR**

**THIS STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR** ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and Roadway Engineering & Contracting Inc., a California ("Contractor") whose principal place of business is located at 10247 Bellegrave Ave. Suite 122, \_Mira Loma\_, \_California\_.

**ARTICLE 1**  
**DEFINITIONS**

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context in which they are used.

**ARTICLE 2**  
**PERFORMANCE OF WORK**

**2.1 SCOPE OF WORK**

Contractor shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**2.2 STANDARD OF PERFORMANCE**

In addition to and without limiting Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

**2.2.1** the requirements of the Contract Documents;

**2.2.2** the requirements and conditions of Applicable Laws;

**2.2.3** the standard of care applicable to those who provide construction of the type called for by this Construction Contract for projects of a scope and complexity comparable to the Project;

**2.2.4** Contractor shall furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

**2.2.5** Contractor shall apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Price and Contract Time.

**ARTICLE 3**  
**CONTRACT TIME**

**3.1 CONTRACT TIME**

**3.1.1 Substantial Completion.** Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Ten (110) Days after the Date of Commencement.

**3.1.2 Final Completion.** Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than Ten (10) Days after the actual occurrence of Substantial Completion.

**3.1.3 Contract Adjustments.** The Contract Time shall be extended or shortened only in accordance with the provisions of the Contract Documents governing Contract Adjustments to the Contract Time.

### **3.2 LIQUIDATED DAMAGES TO COUNTY**

**3.2.1 County's Right.** County and Contractor acknowledge that if Contractor fails to Substantially Complete the Work within the Contract Time for Substantial Completion, County will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the assessment and recovery by County of liquidated damages under this Section 3.2.

**3.2.2 Per Diem Rate.** If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of One Thousand Dollars (\$1,000) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.

**3.2.3 Adjustment for Extensions of Time.** Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, liquidated damages shall not be charged to Contractor for a period of time for which the Contractor is entitled under the Contract Documents to a Contract Adjustment to the Contract Time for Substantial Completion.

**3.2.4 Partial Completion.** The liquidated damages provided for under this Section 3.2 shall not be reduced or apportioned: (1) for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work; or (2) if portions of the Work are deleted pursuant to (a) the County's right to order Deleted Work; or (b) a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default.

**3.2.5 Remedies.** County may deduct any liquidated damages payable under this Section 3.2 from money due or to become due to Contractor under the Contract Documents, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety.

**3.2.6 Not a Limitation.** County's rights under this Section 3.2 shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an Event of Contractor Default other than a failure to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion; or (2) County's right to order an acceleration, at Contractor's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which County has the right to assess liquidated damages under this Section 3.2.

### **3.3 LIQUIDATED DAMAGES TO CONTRACTOR**

**3.3.1 Contractor's Right.** County and Contractor acknowledge and agree that if Contractor is unable due to Compensable Delay to actually achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, Contractor and its affected Subcontractors will suffer Losses that would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by County to Contractor of liquidated damages under this Section 3.3.

**3.3.2 Daily Rate.** Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of One Thousand Dollars (\$1,000) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

**3.3.3 Payment by County.** A Change Order or Unilateral Change Order setting forth a Contract Adjustment to the Contract Price for liquidated damages permitted by this Section 3.3 shall be executed following, and not before, actual Substantial Completion and prior to or contemporaneously with Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the County's rights of withholding payment to Contractor as permitted elsewhere in the Contract Documents or under Applicable Laws, any amounts due to the Contractor under this Section 3.3 shall be payable as part of, and not prior to the due date for payment of, Final Payment to Contractor.

**3.3.4 Deleted Work.** A Contract Adjustment shall be made pursuant to Subparagraph 8.2.6.2 of the General Conditions reducing the Contract Price and Contract Time in the event that the Contract Time is shortened due to (1) Deleted Work; or (2) a termination by County of a portion of the Construction Contract for convenience or due to an Event of Contractor Default.

**3.3.5 Termination.** County shall have no liability to Contractor to pay any liquidated damages under this Section 3.3, nor shall County have any other liability to Contractor or any Subcontractor for any Loss due to Delay (including, without limitation, Compensable Delay) in the event the Construction Contract is wholly terminated (whether such termination is a termination for cause by County or Contractor or a termination for convenience by County) at any time prior to expiration of the Contract Time for Substantial Completion set forth in Paragraph 3.1.1, above.

**3.3.6 Exclusive Remedy.** Liquidated damages payable by County under this Section 3.3 constitute the Contractor's sole and exclusive right and remedy for recovery from County of Losses to Contractor and its Subcontractors, of every Tier, that are attributable to Compensable Delay, regardless of the cause, duration or timing of the Compensable Delay and no other Contract Adjustment, or other form of compensation or reimbursement, of any kind, shall be made to Contractor or any Subcontractor, of any Tier, for any Loss resulting, directly or indirectly, from, or attributable to, any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration not authorized by County in writing to overcome Excusable Delay; or (3) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect.

### **3.3.7 WAIVER BY CONTRACTOR.**

**CONTRACTOR WAIVES THE RIGHT TO FURTHER RECOURSE OR RECOVERY OF COSTS OR DAMAGES BY REASON OF OR RELATED TO ANY DELAY (INCLUDING, WITHOUT LIMITATION, COMPENSABLE DELAY) THAT IS IN EXCESS OF OR NOT RECOVERED BY CONTRACTOR AS PART OF THE LIQUIDATED DAMAGES PAYABLE TO CONTRACTOR UNDER THIS SECTION 3.3.**

## **ARTICLE 4 CONTRACTOR COMPENSATION**

### **4.1 CONTRACT PRICE**

**4.1.1 Contract Price.** County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of Seven Hundred Forty Three Thousand, Four Hundred Dollars (\$743,400.00).

**4.1.2 Basis.** The Contract Price set forth in Paragraph 4.1.1, above, is based on the Bid submitted by Contractor as adjusted for Alternates accepted by County as set forth in Section 4.2, below.

**4.1.3 Adjustments.** The Contract Price is only subject to adjustment as permitted by the General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.

**4.1.4 All-Inclusive Price.** The Contract Price as adjusted for Contract Adjustment permitted by the Contract Documents is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses, foreseeable or unforeseeable, arising out of or related to past, present or future circumstances within or outside the control of the Contractor or its Subcontractors affecting the time or cost of performing the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or



obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and unforeseen fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally).

**4.2 ALTERNATES**

The Contract Price includes the following Alternates, which are described in the Contract Documents and are hereby accepted by County:

Number	Description	Dollar Amount
	K-12 Exit Gate	145,000.00

**4.3 UNIT PRICES**

Unit prices agreed to by County and Contractor are as follows:

Description	Measurement Unit	Dollar Amount

**ARTICLE 5  
ENUMERATION OF CONTRACT DOCUMENTS**

**5.1 LIST OF CONTRACT DOCUMENTS**

The Contract Documents include, without limitation, the following:

**5.1.1 Construction Contract.** The Contract Documents include this executed Standard Form of Construction Contract Between County and Contractor.

**5.1.2 General Conditions.** The Contract Documents include the  General Conditions of the Standard Form of Construction Contract Between County and Contractor (Long Form) or  General Conditions of the Standard Form of Construction Contract Between County and Contractor (Short Form).

**5.1.3 Specifications.** The Contract Documents include the following Specifications:

Title	Date	Divisions
SEE EXHIBIT 'A' WITH TABLE OF CONTENTS FOR SPECIFICATIONS AS APPROVED BY BOARD OF SUPERVISORS ON 04/29/13 AND INCORPORATED HEREIN.		

**5.1.4 Drawings.** The Contract Documents include the following Drawings dated May 5th, 2013, unless a different date is shown below:

Sheet Number	Title	Date	Pages
SEE EXHIBIT 'B' WITH LIST OF DRAWINGS INCLUDED IN SPECIFICATIONS APPROVED BY BOARD OF SUPERVISORS ON 05/31/13 AND INCORPORATED HEREIN.			

**5.1.5 Addenda.** The Contract Documents include the following Addenda:

Addendum Number	Title	Date	Pages
1,2	Addendum 1,2	6/13/13	1, 1-2

**5.1.6 Reference Documents.** The Contract Documents include the following Reference Documents:

Title	Author	Date	Pages

**5.1.7** List Other Contract Documents, if any

**ARTICLE 6  
SPECIAL REQUIREMENTS**

**6.1 LABOR CODE SECTION 1861 CERTIFICATION**

By signing below, Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that he/she/it will comply with such provisions before commencing the performance of the Work.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed four (4) originals of this Construction Contract, on \_\_\_\_\_ [to be filled in by Clerk of the Board].

**[SIGNATURES ON FOLLOWING PAGE]**

"COUNTY"

COUNTY OF RIVERSIDE

"CONTRACTOR"

Roadway Engineering & Contracting inc

(sign on line above)

By: JOHN J. BENOIT, Chairman  
Board of Supervisors

By: Eric Alvarez  
(type name)

Title: President

The following information must be provided concerning the Contractor:

State whether Contractor is corporation, individual, partnership, joint venture or other:

California Corporation

If "other", enter legal form of business:

Enter address:

10247 Belgrave Ave Suite 122  
Mira Loma CA 91752

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

(SEAL)

Telephone: (951) 360-6834

Facsimile: (951) 360-7634

Email: Eric @ RoadwayEngineering.com

Employer State

Tax ID #: 13-4318992

State Contractor License #: 874044

If Contractor is not an individual or corporation, list names of 4 representatives who have authority to contractually bind Contractor:

If Contractor is a corporation, state:

Name of President: Eric Alvarez

Name of Secretary: Eric Alvarez

State of Incorporation: CALIFORNIA

FORM APPROVED COUNTY COUNSEL

BY: Marsha L. Victor 11/7/13  
MARSHA L. VICTOR DATE

Executed in Five Counterparts

Premium is for contract term and is subject to adjustment based on final contract price

Project No. FM08250000272

Bond No. PB03081700026

Premium: \$10,934.00

### PERFORMANCE BOND

(Public Work – Public Contract Code Section 20129 (b))

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on \_\_\_\_\_, 20<sup>13</sup>, has awarded Construction Contract Number FM08250000272 ("Contract") to the undersigned Roadway Engineering & Contracting, Inc. as Principal ("Principal") to perform the work ("Work") for the following project: Communication Center Parking Lot Expansion project, which Contract is by this reference hereby incorporated herein and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Seven Hundred Forty-Three Thousand Four Hundred and No/100 Dollars (\$ 743,400.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors

by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Roadway Engineering & Contracting, Inc.

**Affix Seal if Corporation**

**(Firm Name – Principal)**

10247 Bellegrave Ave, Suite 122

Mira Loma, CA 91752

**(Business Address)**

By

*[Handwritten Signature]*  
**(Original Signature)**

**Eric Alvarez - President**

**(Title)**

Philadelphia Indemnity Insurance Company

**(Corporation Name – Surety)**

251 S. Lake Ave, Suite 360

Pasadena, CA 91101

**(Business Address)**

By

*[Handwritten Signature: Pamela McCarthy]*  
**(Signature – Attached Notary's Acknowledgment)**  
Pamela McCarthy

**ATTORNEY-IN-FACT**

**(Title-Attach Power of Attorney)**

**Affix Corporate Seal**

**Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached**

**CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT**

State of California  
County of Riverside

On September 20, 2013, before me, Socorro Alvarez, Notary Public, personally appeared Eric Alvarez, 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



Socorro Alvarez  
Socorro Alvarez, Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or type of Document: \_\_\_\_\_

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

NO. of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above None

**Capacity(ies) Claimed by Signer**

Signer's Name: Eric Alvarez

- Individual
- Corporate Officer – Title(s): President
- Partner -  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other:
- Signer is Representing: Roadway Engineering & Contracting Inc.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California

County of San Bernardino

) ss.

On September 19, 2013

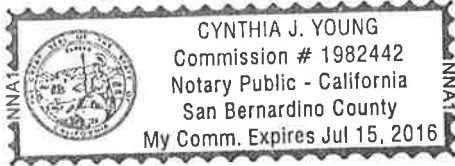
before me, Cynthia J. Young, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

Name(s) of Signer(s)

who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

*Cynthia J. Young*  
\_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

Signer is Representing:  
\_\_\_\_\_





**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: [JAY P. FREEMAN, PAMELA MCCARTHY, CYNTHIA J. YOUNG AND LAURIE B. DRUCK OF ALLIANT INSURANCE SERVICES, INC. ]

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$ 5,000,000.00: }

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19 day of September, 2013



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

Project No. FM08250000272

Bond No. PB03081700026

Premium included in charge for Performance Bond

**PAYMENT BOND**

(Public Work - Civil Code Sections 9550 et seq.)

**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on 20<sup>13</sup>, has awarded Construction Contract Number FM08250000272 ("Contract") to the undersigned Roadway Engineering & Contracting, Inc. as Principal ("Principal") to perform the work ("Work") for the following project Communication Center Parking Lot Expansion;

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Seven Hundred Forty-Three Thousand Four Hundred and No/100 Dollars (\$ 743,400.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond; and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Roadway Engineering & Contracting, Inc.

**Affix Seal if Corporation**

**(Firm Name – Principal)**

10247 Bellegrave Ave, Suite 122

Mira Loma, CA 91752

**(Business Address)**

By

**(Original Signature)**

Eric Alvarez - President

**(Title)**

Philadelphia Indemnity Insurance Company

**(Corporation Name – Surety)**

**Affix Corporate Seal**

251 S. Lake Ave, Suite 360

Pasadena, CA 91101

**(Business Address)**

By

**(Signature – Attached Notary's Acknowledgment)**

Pamela McCarthy

**ATTORNEY-IN-FACT**

**(Title-Attach Power of Attorney)**

**Note:** Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

**CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT**

State of California  
County of Riverside

On September 20, 2013, before me, Socorro Alvarez, Notary Public, personally appeared Eric Alvarez, 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



Socorro Alvarez  
Socorro Alvarez, Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or type of Document: Payment Bond

Document Date: \_\_\_\_\_ NO. of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above None

**Capacity(ies) Claimed by Signer**

Signer's Name: Eric Alvarez

- Individual
- Corporate Officer – Title(s): President
- Partner -  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other:
- Signer is Representing: Roadway Engineering & Contracting Inc.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California

County of San Bernardino

> ss.

On September 19, 2013

before me, Cynthia J. Young, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

Name(s) of Signer(s)

who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

*Cynthia J. Young*  
\_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

Signer is Representing:  
\_\_\_\_\_



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: JAY P. FREEMAN, PAMELA MCCARTHY, CYNTHIA J. YOUNG AND LAURIE B. DRUCK OF ALLIANT INSURANCE SERVICES, INC.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$ 5,000,000.00**;

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: \_\_\_\_\_

residing at: \_\_\_\_\_

Bala Cynwyd, PA

My commission expires: \_\_\_\_\_

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19 day of September 2013.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**CONTRACTOR'S CERTIFICATE REGARDING WORKERS'  
COMPENSATION**

Labor Code Section 3700 states:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, 'state' shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' 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.

Roadway Engineering & Contracting Inc.

\_\_\_\_\_  
(Name of Contractor)

Eric Alvarez

By: \_\_\_\_\_

Eric Alvarez - President

\_\_\_\_\_  
(Name of Signer)

  
\_\_\_\_\_  
(Signature)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of Roadway Engineering & Contracting Inc. ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder's employer identification number for state tax purposes is 13-4318992.
2. The Bidder's workers' compensation insurance policy number is WWC3055025 and the name, address, and telephone number of the insurance carrier providing said insurance is: Inland Empire-Alliant Insurance Services, Inc.  
735 Carnegie Dr., San Bernardino, CA 92408.
3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder's Bid [Insert information requested. Attach additional sheets, if needed.]:

<b>Vehicle</b>	<b>Vehicle ID #</b>	<b>Vehicle Liability Insurance Policy Number (of policy covering vehicle)</b>	<b>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</b>
Ford F -450	1FDXW46P27EB32503	WPP108599200	Wesco Insurance Company Inc
Ford F -450	1FXDF46P27EB17127	WPP108599200	Wesco Insurance Company Inc
Ford F -450	1FDXF46R08EA51342	WPP108599200	Wesco Insurance Company Inc
GMC SIERRA	2GTEC19V831274590	WPP108599200	Wesco Insurance Company Inc
International 4700 Water Trk.	1HTSCABN2YH248524	WPP108599200	Wesco Insurance Company Inc

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bidder's Bid [If no such housing will be provided, enter "none"]:

None

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:



<i>Total Number of Workers</i>	<i>Total Amount of Wages</i>	<i>Date(s) for Payment of Wages</i>
<i>See Attached</i>		

6. Check only one of the following boxes, as applicable:

The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.

The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as independent contractors to perform the Work of the Project that is the subject of the Bidder's Bid (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

<i>List of Independent Contractors</i>	<i>Current, local, state and federal contractor license identification number</i>
Fence Corp.	#886544
MSL Electric	#82450
RCB & Sons	#349815
Alpha Omega Pavers	#798734
South Coast Striping	#847119

8. Check only one of the following boxes, as applicable:

The statement of number of independent contractors declared in Paragraph 7, above, is a statement of the actual number of independent contractors that will be utilized.


The actual number of independent contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent contractors declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of

## Estimated Labor Force

<b>Labor Class</b>	<b>Total Number of Workers</b>	<b>Total Amount of Wages</b>	<b>Dates for Payment of Wages</b>
Laborer Group 1	5	\$17,079.16	Weekly
Operators Group 8	2	\$4,464.60	Weekly
Cement Mason	5	\$8,736.00	Weekly

independent contractors that will be utilized, and if and when the actual number of independent contractors and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 24th day of September, in the year 2013 at Riverside, California.

  
\_\_\_\_\_  
(signature)

Eric Alvarez - President

Type Name of Signer:

Roadway Engineering & Contracting Inc.

Type Name of Bidder:

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/26/2013

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 License # 0C36861 Inland Empire-Alliant Insurance Services, Inc. 735 Carnegie Dr San Bernardino, CA 92408	CONTACT NAME:		PHONE (A/C, No, Ext): (909) 886-9861		FAX (A/C, No): (909) 886-2013
	E-MAIL ADDRESS:				
INSURED  Roadway Engineering & Contracting Inc 10247 Bellegrave Ave #122 Mira Loma, CA 91752	INSURER(S) AFFORDING COVERAGE				NAIC #
	INSURER A :	Wesco Insurance Company			25011
	INSURER B :	RSUI Indemnity Company			22314
	INSURER C :	AGCS Marine Insurance Company			22837
	INSURER D :				
	INSURER E :				
INSURER F :					

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	WPP108599200	3/1/2013	3/1/2014	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						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> \$1,000 PD ded/Occ						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPI/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY	X	X	WPP108599200	3/1/2013	3/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
B	UMBRELLA LIAB	X		NHA232452	3/1/2013	3/1/2014	EACH OCCURRENCE	\$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input checked="" type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WWC3055025	3/1/2013	3/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Rented/Leased Equi			WPP108599200	3/1/2013	3/1/2014	Rent/Leas	250,000
C	Builders Risk			MXI93053956	9/26/2013	1/14/2014	Job Site*	743,400

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

Job: Communication Center Parking Lot Expansion (FM08250000272). The County of Riverside, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives are additional insureds, primary and non-contributory, waiver of subrogation applies as respects to general liability per endorsements attached; additional insureds, waiver of subrogation applies as respects to auto liability per endorsement attached; waiver of subrogation applies as respects to workers compensation per endorsement attached. Null & voids certificate issued on 9/19/13.

Builder's Risk coverage continued:  
SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER****CANCELLATION**

County of Riverside 3403 10th Street, Ste. 500 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 



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Inland Empire-Alliant Insurance Services, Inc.</b>		License # 0C36861	NAMED INSURED <b>Roadway Engineering &amp; Contracting Inc</b> 10247 Bellegrave Ave #122 Mira Loma, CA 91752	
POLICY NUMBER <b>SEE PAGE 1</b>				
CARRIER <b>SEE PAGE 1</b>		NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

## \*A. Construction Site(s)

## 1. Address \$ 743,400

7195 Alessandro Blvd, Riverside, CA 92506

## a. Description of Covered Property

Expansion of an Existing Asphalt  
parking lot. Addition of two Heavy duty  
crash gates and lighting

B. At any location not specified above or elsewhere in this  
policy \$ 743,400

## C. Any one loss with respect to property in transit \$ 743,400

D. Any one occurrence whether for partial or total loss or  
salvage charges, or all combined \$ 743,400

Deductible Amount \$ 1,000;

Water limit \$743,400, \$25,000 deductible

Earthquake limit \$743,400, \$5% with Minimum of \$100,000 deductible

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket as required by written contract.	Blanket as required by written contract.  It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket as required by written contract.	Blanket as required by written contract.  It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

## **DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective: 03/01/13 at 12:01 AM standard time	
Named Insured: Roadway Engineering & Contracting Inc	

### **SCHEDULE**

<b>Name of Person(s) or Organization(s):</b>  <b>Blanket as required by written contract</b>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

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



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

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

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:** Roadway Engineering & Contracting Inc

**Endorsement Effective Date:** 03/01/13

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

**Blanket as required by written contract**

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY</b>	<b>WC 04 03 06</b>
	(Ed. 4-84)

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

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

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

The additional premium for this endorsement shall be 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective	3/1/2013	Policy No.	WWC3055025	Endorsement No.	WC 04 03 06
Insured	Roadway Engineering & Contracting Inc			Premium \$	
Insurance Company	Wesco Insurance Company	Countersigned by	_____		