

FORM APPROVED COUNTY COUNSEL  
 BY: Anita C. Willis 9-24-15  
 ANITA C. WILLIS DATE

Departmental Concurrence

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

349



**FROM:** Riverside County Department of Waste Resources

**SUBMITTAL DATE:**  
 September 22, 2015

**SUBJECT:** Contract Award for the Construction of 2015 Site Drainage Improvements at the Lamb Canyon Sanitary Landfill, District 5. [\$1,479,642.50 – Department of Waste Resources Enterprise Funds], CEQA – Nothing Further Required.

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

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA), whereas on September 1, 2015, the Board of Supervisors determined that the Project was exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (General Rule for Exemption), and categorically exempt from CEQA pursuant to Section 15301 Existing Facilities and Section 1530 Minor Alterations of Land; and
2. Accept the bid submitted by Road Builders, Inc., in the amount of \$1,479,642.50 for the Construction of Site Drainage Improvements at the Lamb Canyon Sanitary Landfill; and
3. Authorize the Chairman to execute the Agreement on behalf of the Department; and

(Continued)



Hans Kernkamp  
 General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,479,642.50	\$ 0	\$ 1,479,642.50	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Department of Waste Resources Enterprise Funds				Budget Adjustment: No	
				For Fiscal Year: 15/16	

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

APPROVE

BY:   
 Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**COUNTY**

Prev. Agn. Ref.: 9/1/2015 (12-1C)

District: 5

Agenda Number:

**12-1**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11 Contract Award for the Construction of 2015 Site Drainage Improvements at the Lamb  
Canyon Sanitary Landfill, District 5. [\$1,479,642.50 – Department of Waste Resources Enterprise  
Funds], CEQA – Nothing Further Required**

DATE: September 22, 2015

PAGE: 2 of 2

**RECOMMENDED MOTION (continued):**

4. Authorize the General Manager-Chief Engineer of the Department of Waste Resources to execute change orders to the contract as approved by County Counsel, in accordance with Article 3.5 of the Public Contract Code, and the limits set forth in Section 20142 therein.

**BACKGROUND:**

**(Summary)**

On September 1, 2015 the Board approved the contract documents for the Construction of Site Drainage Improvements at the Lamb Canyon Sanitary Landfill, and authorized the Department to advertise for bids. The engineer's estimate reported to the Board on September 1, 2015 was in the amount of \$1,400,000. On September 21, 2015, a total of two (2) bids were received, with Road Builders, Inc. submitting the lowest bid in the amount of \$1,479,642.50.

After review of the bid results, Department staff has determined that Road Builders, Inc. has the necessary experience and capability to perform the work, and County Counsel has determined that the bid documents are in order. A summary of the bids along with the Contract Agreement between the County and Road Builders, and the required performance and payments bonds and certificate of insurance are attached herewith.

**California Environmental Quality Act (CEQA) Findings**

On September 1, 2015, the Board of Supervisors approved contract documents for the construction of site improvements at the Lamb Canyon Landfill. As such, a Notice of Exemption (NOE) was filed, identifying that the Project was exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (General Rule for Exemption), and categorically exempt from CEQA pursuant to Section 15301 Existing Facilities and Section 15304 Minor Alterations of Land. The 35-day statute of limitations for review and comment has expired, with no comments or challenges to the NOE received. Since the proposed motion in this Form-11 simply involves the award of a contract to complete the work already assessed under the NOE, nothing further is required under CEQA.

**Impact on Citizens and Businesses**

Completion of the project will improve drainage structures, create all weather access and enhance existing erosion control measures within existing public facilities. As a result, water quality within the facilities storm water discharge shall improve.

**Additional Fiscal Information**

Budget for this additional work will be provided from Fund 40200, Department ID – 4500100000.

**Price Reasonableness**

This is a public works construction contract with a specified duration of 60 working days for completion. Due to the competitive bid process, and also based on recent similar projects, Department engineering staff believes that the submitted bid amount is reasonable.

**Construction of Site Drainage Improvements  
at the Lamb Canyon Landfill August 2015**

Summary of bids received on September 21, 2015

	Contractor	Bid Amount	
1	Road Builders Inc.	\$	1,479,642.50
2	Huskers	\$	1,576,000.00

**Construction of Site Drainage Improvements  
at the Lamb Canyon Landfill August 2015**

**Bid Cost Comparison**

ITEM NO.	ITEM OF WORK	RCWMD Estimate			Road Builders			Huskers		
		UNIT	QUANTITY	UNIT COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization & Demobilization	LS	1	\$ 41,000.00	\$ 41,000.00	\$ 98,000.00	\$ 98,000.00	\$ 165,303.50	\$ 165,303.50	
2	Construct Asphalt Drainage Structures	Tons	210	\$ 380.00	\$ 79,800.00	\$ 320.00	\$ 67,200.00	\$ 316.00	\$ 66,360.00	
3	Construct Asphalt Vehicle Crossing	SF	6,200	\$ 10.00	\$ 62,000.00	\$ 6.00	\$ 37,200.00	\$ 6.00	\$ 37,200.00	
4	Construct Shotcrete Drainage Structures	SF	1,750	\$ 10.50	\$ 18,375.00	\$ 11.25	\$ 19,687.50	\$ 11.15	\$ 19,512.50	
5	Saw Cut, Remove, & Replace 6" Thick Asphalt Roadway Section	SF	1,000	\$ 7.05	\$ 7,050.00	\$ 12.00	\$ 12,000.00	\$ 11.80	\$ 11,800.00	
6	Repair Drainage Bench and Furnish & Install 20-mil LDPE Drainage	SF	30,050	\$ 2.00	\$ 60,100.00	\$ 3.10	\$ 93,155.00	\$ 1.90	\$ 57,095.00	
7	Construct 20-mil LDPE Drainage Channel	SF	12,750	\$ 1.27	\$ 16,192.50	\$ 2.00	\$ 25,500.00	\$ 1.75	\$ 22,312.50	
8	Construct Aggregate Base Roadway	SF	161,900	\$ 1.80	\$ 291,420.00	\$ 1.80	\$ 291,420.00	\$ 1.65	\$ 267,135.00	
9	Construct Aggregate Base Equipment Crossing	SF	1,300	\$ 3.50	\$ 4,550.00	\$ 8.25	\$ 10,725.00	\$ 8.40	\$ 10,920.00	
10	Construct Asphalt Concrete Speed Bumps	LF	75	\$ 37.78	\$ 2,833.50	\$ 34.00	\$ 2,550.00	\$ 23.00	\$ 1,725.00	
11	Prepare Slopes for Hydroseeding & Post-Cube Applications	AC	26.0	\$ 5,200.00	\$ 135,200.00	\$ 775.00	\$ 20,150.00	\$ 2,600.00	\$ 67,600.00	
12	Repair Slope Erosion on Landfill Tee Berm	AC	2.0	\$ 10,000.00	\$ 20,000.00	\$ 800.00	\$ 1,600.00	\$ 7,000.00	\$ 14,000.00	
13	Apply Hydroseed on Side Slopes	AC	18.0	\$ 3,050.00	\$ 54,900.00	\$ 4,000.00	\$ 72,000.00	\$ 2,920.00	\$ 52,560.00	
14	Apply Post-Cube on Side Slopes	AC	11.0	\$ 4,000.00	\$ 44,000.00	\$ 5,800.00	\$ 63,800.00	\$ 5,500.00	\$ 60,500.00	
15	Remove Sediment & Re-Grade Sedimentation Basin	CY	12,500	\$ 2.63	\$ 32,875.00	\$ 4.05	\$ 50,625.00	\$ 4.00	\$ 50,000.00	
16	Sedimentation Basin Outlet Improvements	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,800.00	\$ 1,800.00	\$ 3,900.00	\$ 3,900.00	
17	Apply Processed Greenwaste	SF	27,450	\$ 0.08	\$ 2,196.00	\$ 0.10	\$ 2,745.00	\$ 0.25	\$ 6,862.50	
18	Construct Earthen Diversion Berms	LF	755	\$ 9.00	\$ 6,795.00	\$ 7.50	\$ 5,662.50	\$ 8.50	\$ 6,417.50	
19	Construct Grouted Rip-Rap Slope Protection	SF	315	\$ 8.75	\$ 2,756.25	\$ 18.50	\$ 5,827.50	\$ 22.00	\$ 6,930.00	
20	Construct Asphalt Dike	LF	100	\$ 19.00	\$ 1,900.00	\$ 17.00	\$ 1,700.00	\$ 17.50	\$ 1,750.00	
21	Furnish & Install S-Fence	LF	16,600	\$ 9.00	\$ 149,400.00	\$ 7.65	\$ 126,990.00	\$ 7.70	\$ 127,820.00	
22	Furnish & Install Sandbags	EA	2,700	\$ 2.50	\$ 6,750.00	\$ 2.70	\$ 7,290.00	\$ 2.40	\$ 6,480.00	
23	Furnish & Install Fiber Rolls	LF	3,450	\$ 4.00	\$ 13,800.00	\$ 2.70	\$ 9,315.00	\$ 3.65	\$ 12,592.50	
24	Furnish & Install Bollards	EA	3	\$ 210.00	\$ 630.00	\$ 900.00	\$ 2,700.00	\$ 800.00	\$ 2,400.00	
25	Time and Material	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	
Optional 26	Construct Percolation Basin and Appurtenances	LS	1	\$ 264,982.50	\$ 264,982.50	\$ 375,000.00	\$ 375,000.00	\$ 421,824.00	\$ 421,824.00	
				<b>RCWMD Estimate</b>	<b>\$ 1,404,505.75</b>	<b>Road Builders</b>	<b>\$ 1,479,642.50</b>	<b>Huskers</b>	<b>\$ 1,576,000.00</b>	

\$ Difference from Estimate 5%  
% Difference from Estimate 12%

## AGREEMENT

THIS AGREEMENT is made as of \_\_\_\_\_ and is between the COUNTY OF RIVERSIDE (County) and ROAD BUILDERS, INC (Contractor).

### IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform the work for the project, The Construction of Site Drainage Improvements at the Lamb Canyon Sanitary Landfill, in exact conformity with the Contract Documents, subject to such inspection as County deems appropriate.
  
2. Contract Documents. The Contract Documents for the project are:
  - (a) Notice to Contractors;
  - (b) Instructions To Bidders;
  - (c) Contractor's Proposal;
  - (d) Agreement;
  - (e) Bid Bond;
  - (f) Performance Bond;
  - (g) Payment Bond;
  - (h) General Provisions;
  - (i) Special Provisions for Site Drainage Improvements at the Lamb Canyon Sanitary Landfill;
  - (j) Project Drawings for Site Drainage Improvements at the Lamb Canyon Sanitary Landfill;
  - (k) Appendix A – Landfill Site Rules;
  - (l) Standard Specifications for Public Works Construction, 2015 Edition, with Amendments;
  - (m) any other documents included in or incorporated into the Contract Documents;
  - (n) Addenda Nos. \_\_\_\_\_;
  - (o) orders, instructions, drawings and plans issued by County during the course of the work in accordance with the provisions of the Contract Documents.

Each of the above-mentioned documents presently in existence are by this reference incorporated into this Agreement and each of these documents not now in existence are incorporated herein as of the time of their issuance.

3. Contract Price - Payment. Exhibit A is attached to and incorporated into this Agreement and states the basis for full payment to Contractor. Contractor represents that it fully understands the payment method for the work.

RIVERSIDE COUNTY DEPARTMENT OF  
WASTE RESOURCES  
14310 Frederick Street  
Moreno Valley, CA 92553

By:   
Hans W. Kernkamp  
General Manager - Chief Engineer  
COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Kecia Harper-Ihem, Clerk of the Board

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

(Seal)

ROAD BUILDERS, INC  
Contractor

By: 

Name: JOSEPH AUGUSTINE

Title: PRESIDENT

(If corporation, attach corporate seal)



FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE

**EXHIBIT A**

(To Agreement for the Riverside County Department of Waste Resources, The Construction of Site Drainage Improvements at the Lamb Canyon Sanitary Landfill, located in Beaumont, Riverside County, California.)

It is understood that the quantities listed (except for those shown as "Final" or "Lump Sum (L.S.)") are but estimates only and final payment will be based on actual quantities whatever they may be, subject to such adjustments and alterations as elsewhere provided for in the Contract Documents.

<b>ITEM NO.</b>	<b>ITEM OF WORK</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	Mobilization & Demobilization	LS	1	\$98,000.00	\$98,000.00
2	Construct Asphalt Drainage Structures	Tons	210	\$320.00	\$67,200.00
3	Construct Asphalt Vehicle Crossing	SF	6,200	\$6.00	\$37,200.00
4	Construct Shotcrete Drainage Structures	SF	1,750	\$11.25	\$19,687.50
5	Saw Cut, Remove, & Replace 6" Thick Asphalt Roadway Section	SF	1,000	\$12.00	\$12,000.00
6	Repair Drainage Bench and Furnish & Install 20-mil LDPE Drainage Channel	SF	30,050	\$3.10	\$93,155.00
7	Construct 20-mil LDPE Drainage Channel	SF	12,750	\$2.00	\$25,500.00
8	Construct Aggregate Base Roadway, 3" thick Class II Base over 6" thick Aggregate Base	SF	161,900	\$1.80	\$291,420.00
9	Construct Aggregate Base Equipment Crossing	SF	1,300	\$8.25	\$10,725.00
10	Construct Asphalt Concrete Speed Bumps	LF	75	\$34.00	\$2,550.00
11	Prepare Slopes for Hydroseeding & Posi-Cube Applications	AC	26	\$775.00	\$20,150.00
12	Repair Slope Erosion on Landfill Toe Berm	AC	2	\$800.00	\$1,600.00

13	Apply Hydroseed on Side Slopes	AC	18	\$4,000.00	\$72,000.00
14	Apply Posi-Cube on Side Slopes	AC	11	\$5,800.00	\$63,800.00
15	Remove Sediment & Re-Grade Sedimentation Basin	CY	12,500	\$4.05	\$50,625.00
16	Sedimentation Basin Outlet Improvements	LS	1	\$1,800.00	\$1,800.00
17	Apply Processed Greenwaste	SF	27,450	\$0.10	\$2,745.00
18	Construct Earthen Diversion Berms	LF	755	\$7.50	\$5,662.50
19	Construct Grouted Rip-Rap Slope Protection	SF	315	\$18.50	\$5,827.50
20	Construct Asphalt Dike	LF	100	\$17.00	\$1,700.00
21	Furnish & Install S-Fence	LF	16,600	\$7.65	\$126,990.00
22	Furnish & Install Sandbags	EA	2,700	\$2.70	\$7,290.00
23	Furnish & Install Fiber Rolls	LF	3,450	\$2.70	\$9,315.00
24	Furnish & Install Bollards	EA	3	\$900.00	\$2,700.00
25	Time and Material	LS	1	\$75,000.00	\$75,000.00
Optional 26	Construct Percolation Basin and Appurtenances	LS	1	\$375,000.00	\$375,000.00

**TOTAL COST \$1,479,642.50**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2015

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> Michael Ehrenfeld Company 2655 Camino Del Rio North #200 San Diego CA 92108	<b>CONTACT NAME:</b> Nancy Murphy <b>PHONE (A/C, No, Ext):</b> (619) 683-9990 <b>FAX (A/C, No):</b> (619) 683-9999 <b>E-MAIL ADDRESS:</b> NMurphy@ehrenfeldinsurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Landmark American</td> <td>33138</td> </tr> <tr> <td>INSURER B :American States Insurance Company</td> <td>19704</td> </tr> <tr> <td>INSURER C :Berkshire Hathaway Homestate Co.</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Landmark American	33138	INSURER B :American States Insurance Company	19704	INSURER C :Berkshire Hathaway Homestate Co.		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														

**COVERAGES**      **CERTIFICATE NUMBER: 2015 GL AUTO WC**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LHA137872	10/16/2014	10/16/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			01CI7905151	1/5/2015	1/5/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NEW001304	10/18/2014	10/18/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Automobile Physical Damage</b>			01CI7905151	1/5/2015	1/5/2016	Comprehensive Ded \$500 Collision Ded \$500

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

The Construction of Site Drainage Improvements at the Lamb Canyon Sanitary Landfill County of Riverside and the Riverside County Waste Resources Management District and their elected or appointed officials, employees and agents are additional insured per CG2033 and CG2037, Primary Non Contributory per CG2001. Automobile Additional Insured per CA7710. Forms attached

**CERTIFICATE HOLDER**

Riverside County Department of Waste Resources  
 14310 Frederick Street  
 Moreno Valley, CA 92553

**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

Pat Reilly/NANCYM

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**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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<b>ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW</b>	
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**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.

However, the insurance afforded to such additional insured:

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

**Primary And Noncontributory Insurance**

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

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

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

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

## **AUTO PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

### **BLANKET ADDITIONAL INSURED**

**SECTION II - LIABILITY COVERAGE - A.1. WHO IS AN INSURED** provision is amended by the addition of the following:

**e.** Any person or organization for whom you are required by an insured contract to provide insurance is an insured , subject to the following additional provisions:

- (1)** The insured contract must be in effect during the policy period shown in the Declarations, and must have been executed prior to the bodily injury or property damage.
- (2)** This person or organization is an insured only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an accident occurring while a covered auto is being driven by you or one of your employees.
- (3)** There is no coverage provided to this person or organization for bodily injury to its employees, nor for property damage to its property.
- (4)** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- (5)** The defense of any claim or suit must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or suit .
- (6)** The coverage provided will not exceed the lesser of:
  - (a)** The coverage and/or limits of this policy;
  - or
  - (b)** The coverage and/or limits required by the insured contract .
- (7)** A person s or organization s status as an insured under this subparagraph d ends when your operations for that insured are completed.

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Copyright, Insurance Services Office, Inc., 1997

**PAYMENT BOND**

(Public Work - Civil Code, Section 3247 et seq.)

The makers of this Bond are Road Builders, Inc. as Principal and 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 dated \_\_\_\_\_, between Principal and the COUNTY OF RIVERSIDE (County), a public entity, for \$ \_\_\_\_\_ \* \_\_\_\_\_, the total amount payable. THE AMOUNT OF THIS BOND IS 100 PERCENT OF SAID SUM. Said contract is for the public work generally consisting of The Construction of Site Drainage Improvements at the Lamb Canyon Sanitary Landfill. The beneficiaries of this Bond are as is stated in Section 3248 of the Civil Code and Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: September 22, 2015

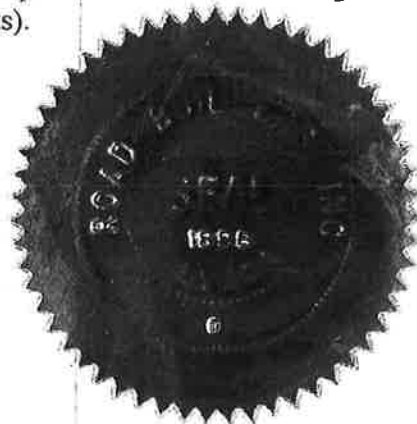
Western Surety Company  
By: \_\_\_\_\_

Title: CAQUINO  
(Surety)  
Charlotte Aquino, Attorney-In-Fact

Road Builders, Inc.  
By: [Signature]

Title: PRESIDENT  
(Contractor)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged by a notary (attach acknowledgments).



\*One Million Four Hundred Seventy Nine Thousand Six Hundred Forty Two and 50/100 Dollars (\$1,479,642.50)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

County of San Diego

On SEP 22 2015 before me, Maria Guise, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Charlotte Aquino  
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~~/~~it~~/~~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 [Handwritten Signature]  
Signature of Notary Public Maria Guise



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: \_\_\_\_\_

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

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

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

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

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



Signer is Representing:  
Surety Company

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

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



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

# 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

**Lawrence F Mc Mahon, James Baldassare Jr, Sarah Myers, Maria Guise, Lilia Robinson, Charlotte Aquino, Jennifer L Clampert, Janice Martin, Individually**

of San Diego, 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 Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2015.



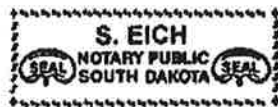
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of June, 2015, 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 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  
February 12, 2021



S. Eich  
S. Eich, 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 22nd day of September, 2015.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

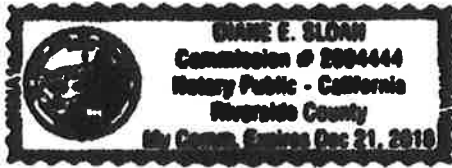
On September 23, 2015 before me, Diane E. Sloan, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Joseph William Augustine  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Diane E Sloan  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Payment Bond Document Date: September 23, 2015  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**PERFORMANCE BOND**

Recitals:

1. Road Builders, Inc.  
(Contractor) has entered into an Agreement dated \_\_\_\_\_ with the COUNTY OF RIVERSIDE (County) for construction of the public work known as The Construction of Site Drainage Improvements at the Lamb Canyon Sanitary Landfill (Project).

2. Western Surety Company, 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 \$ \_\_\_\_\_ and inures to the benefit of County.

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

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

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 25% without approval of Surety. (If the total contract price is inadvertently increased by more than 25% without approval of Surety, this performance bond will remain in effect for that portion of the contract existent prior to the 25% exceedance).

THIS BOND is executed as of September 22, 2015.

Western Surety Company

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

Title: Charlotte Aquino  
(Surety)

Charlotte Aquino, Attorney-In-Fact

Road Builders, Inc.

By: [Signature]

Title: PRESIDENT  
(Contractor)

NOTE: This Bond must be executed by both parties with corporate seal affixed. must be acknowledged by a notary (attach acknowledgments)

\*One Million Four Hundred Seventy Nine Thousand Six Hundred Forty Two and 50/100 D.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

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STATE OF CALIFORNIA

County of San Diego }

On SEP 22 2015 before me, Maria Guise, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Charlotte Aquino  
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/~~it~~/~~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 Maria Guise  
Signature of Notary Public Maria Guise



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.

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

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

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

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

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

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: Surety Company

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: \_\_\_\_\_

# 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

**Lawrence F Mc Mahon, James Baldassare Jr, Sarah Myers, Maria Guise, Lilia Robinson, Charlotte Aquino, Jennifer L Clampert, Janice Martin, Individually**

of San Diego, 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 Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2015.



WESTERN SURETY COMPANY

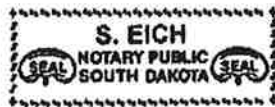
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of June, 2015, 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 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

February 12, 2021



S. Eich  
S. Eich, 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 22nd day of September, 2015.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California

County of Riverside

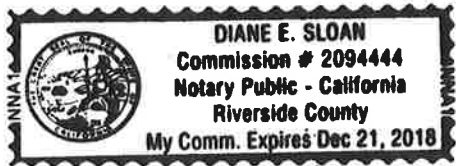
On September 23, 2015 before me, Diane E. Sloan  
Date Here Insert Name and Title of the Officer

personally appeared Joseph William Augustine  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Diane E. Sloan  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Performance Bond Document Date: September 23, 2015  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



- Company Profile
- Company Search
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**WESTERN SURETY COMPANY**  
**333 S. WABASH AVEMIE**  
**CHICAGO, IL 60604**

**Old Company Names**

**Effective Date**

**Agent For Service**

NANCY FLORES  
 818 WEST SEVENTH STREET  
 SUITE 930  
 LOS ANGELES CA 90017

**Reference Information**

NAIC #:	13188
California Company ID #:	0761-7
Date Authorized in California:	07/29/1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

**back to top**

**NAIC Group List**

NAIC Group #: 0218 CNA INS GRP

**Lines Of Business**

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

LIABILITY

SURETY

**back to top**

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