

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

322A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
March 17, 2016

**SUBJECT:** Accept the Low Bid and Award the Contract for the Construction of Sidewalk Safety Project at Avenida Rambla and Camino Campesino in the Desert Hot Springs Area, California Environmental Quality Act (CEQA) Exempt. 4<sup>th</sup> District; [\$205,340]; State Funds 100% Total Cost

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

1. Find that the Sidewalk Safety Project at Avenida Rambla and Camino Campesino in the Desert Hot Springs Area is exempt from the CEQA pursuant to CEQA Guidelines Section 15301(c); and
2. Accept the low bid of CT&T Concrete Paving, Inc. of Pomona, CA. in the amount of \$205,340; and
3. Award the contract to CT&T Concrete Paving, Inc. and authorize the Chairman of the Board to execute the contract documents; and
4. Direct the Clerk of the Board of Supervisors to file the Notice of Exemption with the County Clerk for posting within five working days.

Patricia Romo  
Assistant Director of Transportation

Juan C. Perez  
Director of Transportation and Land Management

JCP:jj:sb

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 100,000	\$ 105,340	\$ 205,340	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Active Transportation Program (ATP) (100%). There are no General Funds used in this project.

**Budget Adjustment:** No.

**For Fiscal Year:** 15/16-16/17

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

APPROVE

BY:

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
 BY *Karin L. Watts-Bazan* 4/17/16  
 KARIN L. WATTS-BAZAN DATE  
 Departmental Concurrence

Positions Added  
 Change Order

A-30  
 4/5 Vote

**Prev. Agn. Ref.:** 1/12/16, Item 3-14

**District:** 4

**Agenda Number:**

3-33

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

**FORM 11:** Accept the Low Bid and Award the Contract for the Construction of Sidewalk Safety Project at Avenida Rambla and Camino Campesino in the Desert Hot Springs Area, California Environmental Quality Act (CEQA) Exempt. 4<sup>th</sup> District; [\$205,340]; State Funds 100%

**DATE:** March 17, 2016

**PAGE:** 2 of 3

**BACKGROUND:**

**Summary**

By Minute Order January 12, 2016 (Agenda Item 3-14), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of Sidewalk Safety Project at Avenida Rambla and Camino Campesino in the Desert Hot Springs area.

This project will construct approximately 2,300 linear feet of new sidewalk, including seven new access ramps, retrofitting existing driveways, and traffic improvements that include removal and replacement of existing signs and other work as may be necessary.

The project is a minor alteration of an existing facility with no expansion of existing use and is therefore exempt from CEQA pursuant to Section 15301 (c) which describes the minor alteration of existing public facilities such as streets.

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

Project Numbers: C5-0076, State Project No. ATPL-5956(245)

**Impact on Residents and Businesses**

The project will improve pedestrian safety by providing an Americans with Disabilities Act (ADA) compliant pedestrian path for students and parents going to and from Bubbling Wells Elementary School.

The work is scheduled to begin in summer of 2016 while Bubbling Wells Elementary School is on summer break. The work will be phased to keep the road open during construction and will take approximately two months to complete.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The contract is recommended to be awarded to CT&T Concrete Paving, Inc. for the total amount of \$205,340. The sidewalk safety project is funded with Active Transportation Program (ATP). The State ATP funds are from a grant for which the County of Riverside Transportation Department successfully competed. There are no General Funds used in this project.

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

**Contract History and Price Reasonableness**

Six bids were received on February 4, 2016, ranging from \$205,340 to 320,710. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid for all bid schedules was submitted by CT&T Concrete Paving, Inc. in the amount of \$205,340, which is \$20,935 (9.25%) below the Engineer's Estimate.

The apparent second low bidder, S&H Civil Works, was informed their bid was nonresponsive. Upon review of S&H Civil Works' bid, it was found that their Bid Bond was not signed by their company or notarized, and this therefore made their bid nonresponsive. A letter date February 11, 2016 was sent informing the bidder of this determination, as well as the fact they were the second low bidder.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Accept the Low Bid and Award the Contract for the Construction of Sidewalk Safety Project at Avenida Rambla and Camino Campesino in the Desert Hot Springs Area, California Environmental Quality Act (CEQA) Exempt. 4<sup>th</sup> District; [\$205,340]; State Funds 100%

**DATE:** March 17, 2016

**PAGE:** 3 of 3

**ATTACHMENTS**

Vicinity Map  
Attachment A  
Contract/Lease/Purchase Summary Data  
Bid Summary  
Notice of Exemption  
Letter to S&H Civil Works (copy)  
Contracts  
Performance and Payment Bonds  
Insurance  
Bid Proposal (CT&T Concrete Paving, Inc.)

C O U N T Y   O F   R I V E R S I D E  
D E P A R T M E N T   O F   T R A N S P O R T A T I O N

S I D E W A L K   S A F E T Y   P R O J E C T

A V E N I D A   R A M B L A

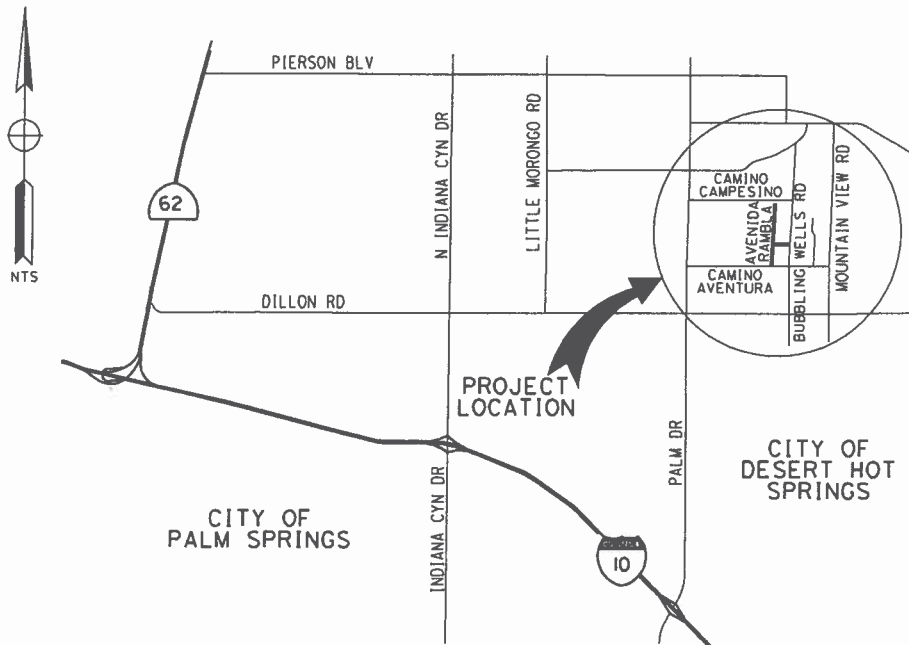
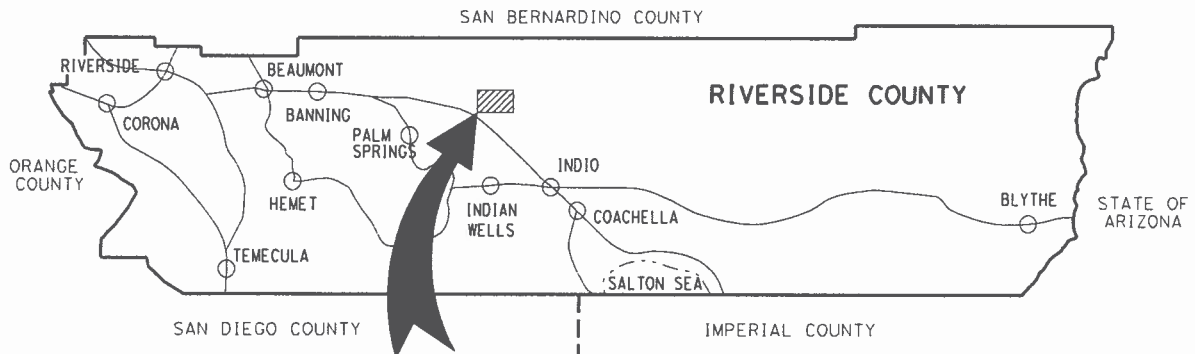
B U B B L I N G   W E L L S   E L E M E N T A R Y   S C H O O L   T O   C A M I N O   A V E N T U R A  
A N D

C A M I N O   C A M P E S I N O

A V E N I D A   R A M B L A   T O   B U B B L I N G   W E L L S   R O A D

I N   T H E   D E S E R T   H O T   S P R I N G S   A R E A

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V I C I N I T Y   M A P

T O W N S H I P   3 8   R A N G E   5 E   S E C T I O N   5  
C O U N T Y   R O A D   B O O K   P A G E   N o .   1 7 1

# Attachment "A"

Riverside County Transportation Department

Project: **Avenida Rambia Sidewalk Project**

Project No.(s): **C5-0076**

### Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey	863	137	1,000	10,000
Environmental	2,293	707	3,000	35,000
Design	64,932	68	65,000	50,000
Right-of-way				
Utilities				
Construction		205,340	205,340	235,000
Construction Contingency 10%		20,534	20,534	
Construction Engineering & Inspection 15%	612	30,189	30,801	30,000
Construction Survey 5%		10,267	10,267	6,000
<b>Totals:</b>	<b>68,700</b>	<b>267,242</b>	<b>335,942</b>	<b>366,000</b>

### Project Funding

Code	Name	Existing Budget
221	Gas Tax (ABX8-9 Mar 2010 New HUTA)	10,000
256	Active Transportation Plan (ATP) - State	356,000
<b>Totals</b>		<b>366,000</b>

### Comments

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP's Only)

<b>User Department:</b>	Transportation Department
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N/A

<b>Vendor/Lessor Name:</b>	CT&T Concrete Paving, Inc.
<b>Vendor/Lessor Location:</b>	Pomona, CA

Minority Status:

- M  W  DV  None

Local Preference Applied:  Yes  No  N/A

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

Local Preference FYTD: Cost \$ # of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 205,340.00 to \$ 320,710.00  
 Local Bid Range: N/A  
 Responsive and Responsible Bid Range: \$ 205,340.00 to \$ 320,710.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

**NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT**

**Riverside County Transportation Department**  
**Summary of Bids**

Advertised: January 12, 2016 (Agenda Item: 3-14)

Addenda: None

Bids Open: 2:00 p.m. Date: Wednesday, February 3, 2016

**PROJECT: Sidewalk Safety Project**

Avenida Rambla and Camino Campesino  
in the Desert Hot Springs area

PROJECT No. C5-0076, State Project No. ATPL-5956(245)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			BID ESTIMATE
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	
1	066102	DUST ABATEMENT	LS	1	4,000.00	4,000.00	3,500.00	3,500.00
2	074020	WATER POLLUTION CONTROL	LS	1	4,000.00	4,000.00	2,000.00	2,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,000.00	3,000.00	3,700.00	3,700.00
4	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	11,000.00	11,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	4,000.00	4,000.00	2,800.00	2,800.00
6	190101	ROADWAY EXCAVATION	CY	10	100.00	1,000.00	150.00	1,500.00
7	390132	HOT MIX ASPHALT - TYPE A	TON	20	120.00	2,400.00	190.00	3,800.00
8	152380	RELOCATE CHAIN LINK FENCE/GATE	LF	175	40.00	7,000.00	60.00	10,500.00
9	000003	REMOVE AND REPLACE MAILBOX NEW	EA	28	250.00	7,000.00	300.00	8,400.00
10	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	100	45.00	4,500.00	30.00	3,000.00
11	000003	MINOR CONCRETE (CURB TRANSITION) (CRS 211)	LF	60	40.00	2,400.00	30.00	1,800.00
12	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	7	2,400.00	16,800.00	2,400.00	16,800.00
13	731521	MINOR CONCRETE (SIDEWALK)	SQFT	16,200	5.50	89,100.00	4.45	72,090.00
14	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	6,400	7.50	48,000.00	6.30	40,320.00
15	160120	REMOVE TREE	EA	24	450.00	10,800.00	495.00	11,880.00
16	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	7	75.00	525.00	100.00	700.00
17	566011	ROADSIDE SIGN - ONE POST	EA	7	250.00	1,750.00	150.00	1,050.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
19	019901	DE-MOBILIZATION	LS	1	10,000.00	10,000.00	5,500.00	5,500.00
<b>PROJECT TOTAL, ITEMS 1 - 19</b>						<b>226,275.00</b>		<b>205,340.00</b>

**Riverside County Transportation Department**  
**Summary of Bids**

Advertised: January 12, 2016 (Agenda Item: 3-14)

Addenda: None

Bids Open: 2:00 p.m. Date: Wednesday, February 3, 2016

**PROJECT: Sidewalk Safety Project**  
**Avenida Rambla and Camino Campesino**  
**in the Desert Hot Springs area**

**PROJECT No. C5-0076, State Project No. ATPL-5956(245)**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	3,000.00	3,000.00	3,000.00	3,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,500.00	2,500.00	3,820.00	3,820.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	8,000.00	8,000.00	13,000.00	13,000.00
4	160101	CLEARING AND GRUBBING	LS	1	9,500.00	9,500.00	30,000.00	30,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00	2,000.00	2,000.00
6	190101	ROADWAY EXCAVATION	CY	10	250.00	2,500.00	250.00	2,500.00
7	390132	HOT MIX ASPHALT - TYPE A	TON	20	275.00	5,500.00	300.00	6,000.00
8	152380	RELOCATE CHAIN LINK FENCE/GATE	LF	175	45.72	8,001.00	50.00	8,750.00
9	000003	REMOVE AND REPLACE MAILBOX NEW	EA	28	300.00	8,400.00	300.00	8,400.00
10	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	100	40.00	4,000.00	50.00	5,000.00
11	000003	MINOR CONCRETE (CURB TRANSITION) (CRS 211)	LF	60	40.00	2,400.00	50.00	3,000.00
12	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	7	4,571.43	32,000.01	3,100.00	21,700.00
13	731521	MINOR CONCRETE (SIDEWALK)	SQFT	16,200	5.07	82,134.00	5.43	87,966.00
14	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	6,400	5.38	34,432.00	8.76	56,064.00
15	160120	REMOVE TREE	EA	24	1,166.67	28,000.08	500.00	12,000.00
16	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	7	257.15	1,800.05	100.00	700.00
17	566011	ROADSIDE SIGN - ONE POST	EA	7	300.00	2,100.00	300.00	2,100.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
19	019901	DE-MOBILIZATION	LS	1	8,732.86	8,732.86	21,000.00	21,000.00
<b>PROJECT TOTAL, ITEMS 1 - 19</b>						<b>250,000.00</b>		<b>292,000.00</b>



**Riverside County Transportation Department**  
**Summary of Bids**

Advertised: January 12, 2016 (Agenda Item: 3-14)

Addenda: None

Bids Open: 2:00 p.m. Date: Wednesday, February 3, 2016

**PROJECT: Sidewalk Safety Project**

Avenida Rambla and Camino Campesino  
in the Desert Hot Springs area

PROJECT No. C5-0076, State Project No. ATPL-5956(245)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	2,500.00	2,500.00	6,400.00	6,400.00
2	074020	WATER POLLUTION CONTROL	LS	1	4,000.00	4,000.00	6,810.00	6,810.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	8,000.00	8,000.00	8,200.00	8,200.00
4	160101	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00	10,950.00	10,950.00
5	170101	DEVELOP WATER SUPPLY	LS	1	3,500.00	3,500.00	2,700.00	2,700.00
6	190101	ROADWAY EXCAVATION	CY	10	600.00	6,000.00	250.00	2,500.00
7	390132	HOT MIX ASPHALT - TYPE A	TON	20	140.00	2,800.00	300.00	6,000.00
8	152380	RELOCATE CHAIN LINK FENCE/GATE	LF	175	32.00	5,600.00	40.00	7,000.00
9	000003	REMOVE AND REPLACE MAILBOX NEW	EA	28	350.00	9,800.00	150.00	4,200.00
10	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	100	42.00	4,200.00	65.00	6,500.00
11	000003	MINOR CONCRETE (CURB TRANSITION) (CRS 211)	LF	60	48.00	2,880.00	75.00	4,500.00
12	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	7	3,600.00	25,200.00	4,100.00	28,700.00
13	731521	MINOR CONCRETE (SIDEWALK)	SQFT	16,200	6.50	105,300.00	7.50	121,500.00
14	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	6,400	7.50	48,000.00	12.50	80,000.00
15	160120	REMOVE TREE	EA	24	800.00	19,200.00	350.00	8,400.00
16	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	7	150.00	1,050.00	75.00	525.00
17	566011	ROADSIDE SIGN - ONE POST	EA	7	1,200.00	8,400.00	475.00	3,325.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
19	019901	DE-MOBILIZATION	LS	1	40,200.00	40,200.00	7,500.00	7,500.00
<b>PROJECT TOTAL, ITEMS 1 - 16</b>						<b>305,630.00</b>		<b>320,710.00</b>

**Riverside County Transportation Department  
Summary of Bids**

Advertised: January 12, 2016 (Agenda Item: 3-14)

Addenda: None

Bids Open: 2:00 p.m. Date: Wednesday, February 3, 2016

**PROJECT: Sidewalk Safety Project**  
Avenida Rambia and Camino Campesino  
in the Desert Hot Springs area

**PROJECT No. C5-0076, State Project No. ATPL-5956(245)**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Non-Responsive	
					S&H Civil Works Colton, CA 92324	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	6,400.00	6,400.00
2	074020	WATER POLLUTION CONTROL	LS	1	6,810.00	6,810.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	8,200.00	8,200.00
4	160101	CLEARING AND GRUBBING	LS	1	10,950.00	10,950.00
5	170101	DEVELOP WATER SUPPLY	LS	1	2,700.00	2,700.00
6	190101	ROADWAY EXCAVATION	CY	10	250.00	2,500.00
7	390132	HOT MIX ASPHALT - TYPE A	TON	20	300.00	6,000.00
8	152380	RELOCATE CHAIN LINK FENCE/GATE	LF	175	40.00	7,000.00
9	000003	REMOVE AND REPLACE MAILBOX NEW	EA	28	150.00	4,200.00
10	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	100	65.00	6,500.00
11	000003	MINOR CONCRETE (CURB TRANSITION) (CRS 211)	LF	60	75.00	4,500.00
12	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	7	4,100.00	28,700.00
13	731521	MINOR CONCRETE (SIDEWALK)	SQFT	16,200	7.50	121,500.00
14	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	6,400	12.50	80,000.00
15	160120	REMOVE TREE	EA	24	350.00	8,400.00
16	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	7	75.00	525.00
17	566011	ROADSIDE SIGN - ONE POST	EA	7	475.00	3,325.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	5,000.00	5,000.00
19	019901	DE-MOBILIZATION	LS	1	7,500.00	7,500.00
<b>PROJECT TOTAL, ITEMS 1 - 19</b>					<b>Non-Responsive</b>	



# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY



*Juan C. Perez, P.E., T.E.  
Director of Transportation and  
Land Management*

### Transportation Department

*Patricia Romo, P.E.  
Assistant Director of Transportation*

## NOTICE OF EXEMPTION

March 17, 2016

**PROJECT TITLE:** Avenida Rambla Sidewalk Safety Improvements  
Work Order #ZC50076, Task Code #Z1530

**PROJECT SPONSOR:** Riverside County Transportation Department

**PROJECT LOCATION:** In the Vicinity of Desert Hot Springs Area, Riverside County

**SUPERVISORIAL DISTRICT:** District 4

**PROJECT DESCRIPTION:**

The Riverside County Transportation Department proposes 2,300 ft of sidewalk safety improvements along portions of Avenida Rambla and Camino Campesino in the vicinity of the Desert Hot Springs area.

Avenida Rambla is a north-south residential roadway with a pavement width of 36 ft. There are curb and gutter improvements on both sides of Avenida Rambla with no sidewalk improvements. The proposed sidewalk improvements for Avenida Rambla are along the east and west sides of Avenida Rambla between Bubbling Wells Elementary School and Camino Campesino and along the west side of Avenida Rambla between Camino Campesino and Camino Aventura.

Camino Campesino is an east-west local street with a pavement width of 60 ft. There are curb and gutter improvements on both sides of Camino Campesino with no sidewalk improvements. Sidewalk improvements for Camino Campesino are along the north side of Camino Campesino between Avenida Rambla and Bubbling Wells Road.

In addition, proposed sidewalk improvements will also include curb and gutter, driveway approach adjustments, ADA compliant curb ramps, fence relocation, sign and mailbox replacement. Tree removal will be necessary along Avenida Rambla and Camino Campesino. If tree removal takes place during the migratory bird breeding season (March 1 through September 1) a preconstruction nesting survey is required pursuant to the Migratory Bird Treaty Act (MBTA).

The proposed project will occur within the County's right of way. Right of Entry for driveway approach adjustments will be required; the County will coordinate with property owners prior to construction. The proposed improvements will improve the safety of pedestrians.

**Reason Why Project is Exempt**

The Riverside County Transportation Department Staff conducted a review of the above referenced project and has determined that the proposal qualifies for a Categorical Exemption per the California Environmental Quality Act (CEQA) Guidelines.

**Section 15301 (Existing Facilities)** Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project is a minor alteration of an existing facility with no expansion of existing use and is therefore exempt from CEQA pursuant to Section 1530 (c) which describes the minor alteration of existing facilities such as streets.

By: Frances Segovia, Senior Transportation Planner

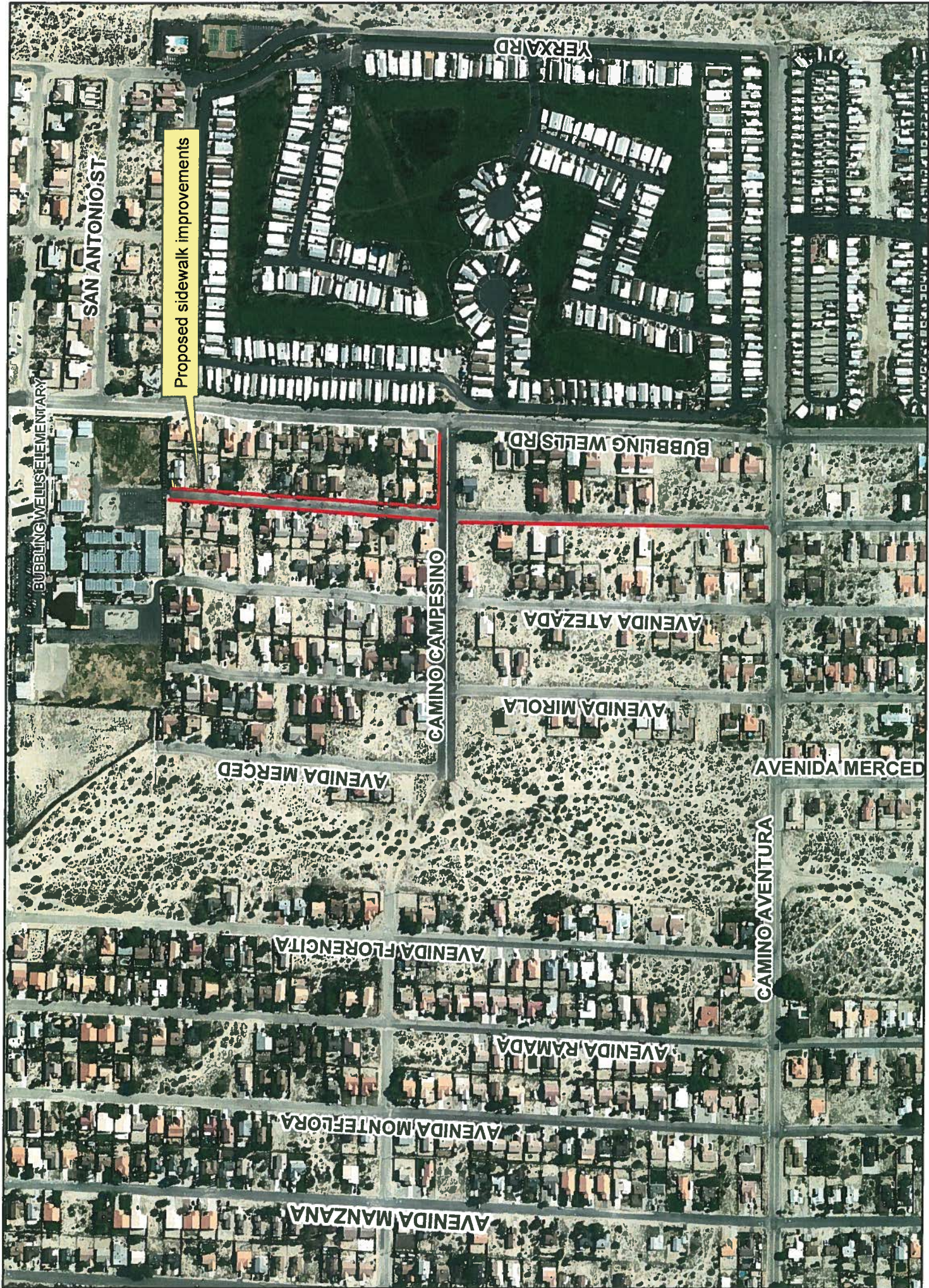
Signed: Mary Zambon  
Russell Williams, Environmental Division Manager



THE COUNTY OF SAN DIEGO ASSUMES NO LIABILITY OR GUARANTEE FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED ON THIS MAP. DATA AND INFORMATION REPRESENTED ON THIS MAP IS SUBJECT TO UPDATES, MODIFICATIONS AND MAY NOT BE COMPLETE OR APPROPRIATE FOR ALL PURPOSES. COUNTY GIS AND OTHER SOURCES SHOULD BE QUERIED FOR THE MOST CURRENT INFORMATION. DO NOT COPY OR REUSE THIS MAP.

# Avenida Rambla Sidewalk Safety Improvements

0 210 420 Feet  
 1 inch = 417 feet  
 Orthophotos: Flight 2411 (MR, CV) or 407 (REMAP, Blythe)  
 Printed by feagrowa on 10/20/2014



Proposed sidewalk improvements



**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**



*Juan C. Perez, P.E., T.E.*  
*Director of Transportation and*  
*Land Management*

**Transportation Department**

*Patricia Romo, P.E.*  
*Assistant Director of Transportation*

February 11, 2016

Jess C. Sotto, President/Treasurer  
S&H CivilWorks  
1801 Hilltop Drive  
Colton, CA 92324

**RE: Return of Bid and Bid Bond**  
**Sidewalk Safety Project**  
**Avenida Rambla; Bubbling Wells Elementary School to Camino Aventura**  
**And Camino Campesino, Avenida Rambla to Bubbling Wells**  
**In the Desert Hot Springs Area**  
**County Project No. C5-0076, State Project No. ATPL-5956(245)**

Mr. Sotto:

We are in receipt of your Bid submitted February 3, 2016 for the above referenced project. When bids were opened, your proposal was ranked second among a total of six bids received. Upon review of your Bid, it was found that your Bid Bond was not signed by your company or notarized, even though an All Purpose Acknowledgement was included and notarized for other bid documents. Submitting a Bid Bond not properly executed makes your bid non-responsive.

Currently, the County is reviewing all bid submittals to initiate the intent to award the construction Contract to the apparent low bidder. In the event that there were to be any reason the County could not accept the current low bid, your non-responsive Bid means that S&H Civil Works would not be entitled to the award based on being the second low bidder.

Transmitted for your files and attached is a copy of your original Bid including a copy of the original unsigned Bid Bond.

If you have any questions or need additional information, please contact me at your convenience at (951) 955-1537.

Sincerely,

Joel Jimenez, P.E.  
Associate Civil Engineer  
Contracts / Bidding Unit

JRJ:jjrj

Attachments: Copy of Bid and Bid Bond  
Bid Summary (before reviewing for bid responsiveness)

cc: Khalid Nasim / Dowling Tsai, Transportation Department  
Marsha Victor, County Counsel  
Chronological File  
Construction / Inspection & Project File with Attachments

**Bid**

Date: 2/3/2016

To: County of Riverside, hereafter called "County";

Bidder: S & H CIVILWORKS  
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Sidewalk Safety Project; Avenida Rambla, from Bubbling Wells Elementary School to Camino Aventura, and Camino Campesino, from Avenida Rambla to Bubbling Wells, in the Desert Hot Springs area, County Project No. C5-0076, State Project No. ATPL-5956(245) hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s)    (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor (not by telephone or facsimile) before the time specified in the Notice Inviting Bids for the public opening of bids, this Bid constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Bids and to waive any irregularities or informalities contained in a Bid.
3. To execute the Contract and deliver the Performance Bond, Payment Bond and Insurance Certificate with endorsements, that comply with the requirements set forth in the Instruction to Bidders and General Conditions within ten (10) business days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract shall constitute a written memorial thereof.
5. To submit to the County such information as County may require determining whether a particular Bid is the lowest responsible bid submitted.
6. That the accompanying Bid Bond, certified check or cashier's check is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Contract and deliver the required bonds within ten (10) business days after notice of award. If Contractor fails to execute and deliver said documents, the bond or check is to be charged with the costs of the resultant damages to the County, including but not limited to: publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done for the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this Bid the Contractor certifies that the representations made therein are made under penalty of perjury.

**Sidewalk Safety Project  
Avenida Rambla and Camino Campesino  
in the Desert Hot Springs area  
County Project No. C5-0076  
State Project No. ATPL-5956(245)**

**PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	\$ 2,000	\$ 2,000
2	074020	WATER POLLUTION CONTROL	LS	1	\$ 2,500	\$ 2,500
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$ 2,000	\$ 2,000
4	160101	CLEARING AND GRUBBING	LS	1	\$ 5,000	\$ 5,000
5	170101	DEVELOP WATER SUPPLY	LS	1	\$ 2,000	\$ 2,000
6	190101	ROADWAY EXCAVATION	CY	10	\$ 200	\$ 2,000
7	390132	HOT MIX ASPHALT - TYPE A	TON	20	\$ 200	\$ 4,000
8	152380	RELOCATE CHAIN LINK FENCE/GATE	LF	175	\$ 30	\$ 5,250
9	000003	REMOVE AND REPLACE MAILBOX NEW	EA	28	\$ 400	\$ 11,200
10	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	100	\$ 30	\$ 3,000
11	000003	MINOR CONCRETE (CURB TRANSITION) (CRS 211)	LF	60	\$ 60	\$ 3,600
12	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	7	\$ 3,000	\$ 21,000
13	731521	MINOR CONCRETE (SIDEWALK)	SQFT	16,200	\$ 4.75	\$ 76,950
14	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	6,400	\$ 7.00	\$ 44,800
15	160120	REMOVE TREE	EA	24	\$ 500	\$ 12,000
16	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	7	\$ 300	\$ 2,100
17	566011	ROADSIDE SIGN - ONE POST	EA	7	\$ 500	\$ 3,500
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	5,000.00	5,000.00
19	019901	DE-MOBILIZATION	LS	1	\$ 4,000	\$ 4,000

PROJECT TOTAL:  
ITEMS 1-19

TWO HUNDRED ELEVEN THOUSAND NINE HUNDRED \$ 211,900

"WORDS"



### Bidder Data and Signature

Name of Bidder: S & H CIVILWORKS

Type of organization: CORPORATION

Person(s) authorized to sign for Bidder: \_\_\_\_\_

JESS C. SOTTO - PRESIDENT / TREASURER

JOSE L. HERMOSILLO - VICE PRESIDENT / SECRETARY

Note:

If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.

If Bidder is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.

If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.

If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

Business Street Address: 1801 HILTOP DRIVE  
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: COLTON, CA 92324

P.O. Box- Number: \_\_\_\_\_

P.O. Box- City, State, Zip Code: \_\_\_\_\_

Phone: (909) 8416309

Facsimile: (909) 4988021

E-mail: info.shcivilworks@gmail.com

Contractor's license number: 1008640

License Classification(s): CLASS 'A'

Expiration date: 11/30/17

Department of Industrial Relations Registration Number: 1000034468

**Bidder Data and Signature (continued)**

Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least ten (10) percent of the total bid for:

**Sidewalk Safety Project  
Avenida Rambla  
Bubbling Wells Elementary School to Camino Aventura  
And  
Camino Campesino  
Avenida Rambla to Bubbling Wells**

**In the Desert Hot Springs Area  
County Project No. C5-0076  
State Project NO. ATPL-5956(245)**

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page **B1** of this Bid.

Signature:



---

Name (printed):

JESS C. SOTTO

Title:

PRESIDENT  
"Contractor"

## Subcontractor List

Bidder/Contractor submits the following complete list of each Subcontractor who will perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid or \$10,000 whichever is greater.

Check box on right side of row if any construction item, for the listed Subcontractor, is partial work. If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portion(s) of the work to be performed by the different subcontractors or Bidder/Contractor will be subject to provisions of Public Contract Code Section 4106.

Name of Bidder (Prime/General Contractor): S & H CIVILWORKS

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.						<input type="checkbox"/>
2.						<input type="checkbox"/>
3.			NA			<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>
7.						<input type="checkbox"/>

(If applicable, check box.) Additional information for Subcontractor List is attached to this Bid. (A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: 0 %

Note: A minimum of 50% of the work is required to be performed by the prime/general Contractor.

**Iran Contracting Act**  
(Public Contract Code sections 2200-2208)


Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**Option #1 – Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i> <b>S &amp; H CIVILWORKS</b>		<i>Federal ID Number (or n/a)</i> <b>47-5560185</b>	
<i>By (Authorized Signature)</i> 			
<i>Printed Name and Title of Person Signing</i> <b>JESS C. SOTTO / PRESIDENT</b>			
<i>Date Executed</i> <b>2/3/2016</b>		<i>Executed in</i> <b>COLTON, CALIFORNIA</b>	

**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in</i>	

## Non-Collusion Declaration

To be executed by bidder and submitted with bid.  
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares:

I am the PRESIDENT (Title) of S&H CIVILWORKS (Company),  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

FEBRUARY (Month) 2ND (Day) of 2014 (Year),

at SAN BERNARDINO (City), CALIFORNIA (State).

Signature of Declarant: \_\_\_\_\_

Printed name of Declarant: \_\_\_\_\_

Name of Bidder (Company): \_\_\_\_\_

Title or Office: \_\_\_\_\_

Note: Notarization of signature required.  
 Check box if attachment is included.

see attached

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 Bernardino }

On 2/21/2010 before me, Monique Lahti Notary Public,

Date

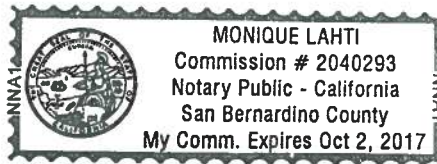
(here insert name and title of the officer)

personally appeared Jess C. Sotto

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: Monique Lahti (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Non-Collusion Dec. Number of Pages: 1

Document Date: 2/21/2010 Other: \_\_\_\_\_

**Bid Bond**

**Recitals:**

1. S&H Civilworks "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Sidewalk Safety Project; Avenida Rambla, from Bubbling Wells Elementary School to Camino Aventura, and Camino Campesino, from Avenida Rambla to Bubbling Wells, in the Desert Hot Springs area, County Project No. C5-0076, State Project No. ATPL-5956(245) in accordance with a Notice Inviting Bids from the County.
2. Indemnity Company of California a California corporation, hereafter called "Surety", is the surety of this bond.

**Agreement:**

We, Contractor as Principal and Surety as Surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Contract and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: January 29, 2016

Signatures: Indemnity Company of California

S&H Civilworks

Laurie B. Druck

\_\_\_\_\_

By: Laurie B. Druck

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

Title: Attorney in Fact  
"Surety"

Title: \_\_\_\_\_  
"Contractor"

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

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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

Notary Public (Seal)

**Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

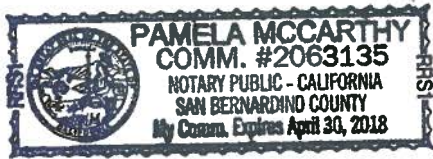
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Bernardino } ss.

On January 29, 2016 before me, Pamela McCarthy, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Laurie B. Druck  
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.

Pamela McCarthy  
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.

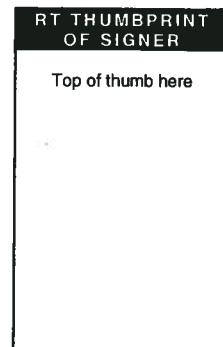
**Description of Attached Document**

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: \_\_\_\_\_



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

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

\*\*\*Cynthia J. Young, Jay P. Freeman, Laurie B. Druck, Pamela McCarthy, jointly or severally\*\*\*

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

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

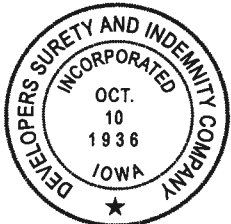
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President

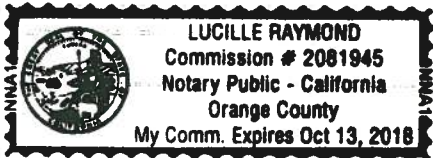


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Daniel Young and Mark Lansdon  
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.



Place Notary Seal Above

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 *Lucille Raymond*  
Lucille Raymond, Notary Public

**CERTIFICATE**

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

This Certificate is executed in the City of Irvine, California, this 29th day of January, 2016

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary

## Contract

THIS CONTRACT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **CT&T Concrete Paving, Inc.**, hereafter called "Contractor".

### W I T N E S S E T H

#### **Recitals:**

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Sidewalk Safety Project; Avenida Rambla, from Bubbling Wells Elementary School to Camino Aventura, and Camino Campesino, from Avenida Rambla to Bubbling Wells, in the Desert Hot Springs area, County Project No. C5-0076, State Project No. STPL-5956(245)**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

#### **Agreement:**

It is agreed by the parties as follows:

##### 1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice Inviting Bids. (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of **2010** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda \_\_\_\_\_, (n) The Determination of Prevailing Wage Rates for Public Work, (o) Any Change Orders issued, (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

Contractor shall do all tasks necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Prosecution, Progress and Liquidated Damages

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities", Section 8-1.05, "Time", and in Section 8-1.10 "Liquidated Damages" of the Standard Specifications and these Special Provisions.

Standard Specification Section 8-1.04B, "Standard Start" is modified to read as follows:

The Contractor shall begin work within fifteen (15) calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. If the project has more than one (1) location of work, Contractor shall submit a separate notice for each location. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start at said location.

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

- A. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
- B. All work done according to the Contract, prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
- C. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

4. Compensation

Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

**Sidewalk Safety Project  
Avenida Rambla  
Bubbling Wells Elementary School to Camino Aventura  
And Camino Campesino  
Avenida Rambla to Bubbling Wells  
In the Desert Hot Springs Area  
County Project No. C5-0076  
State Project No. STPL-5956(245)**

**Contract**

**BASE BID**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	3,500.00	3,500.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,700.00	3,700.00
4	160101	CLEARING AND GRUBBING	LS	1	11,000.00	11,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	2,800.00	2,800.00
6	190101	ROADWAY EXCAVATION	CY	10	150.00	1,500.00
7	390132	HOT MIX ASPHALT - TYPE A	TON	20	190.00	3,800.00
8	152380	RELOCATE CHAIN LINK FENCE/GATE	LF	175	60.00	10,500.00
9	000003	REMOVE AND REPLACE MAILBOX NEW	EA	28	300.00	8,400.00
10	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	100	30.00	3,000.00
11	000003	MINOR CONCRETE (CURB TRANSITION) (CRS 211)	LF	60	30.00	1,800.00
12	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	7	2,400.00	16,800.00
13	731521	MINOR CONCRETE (SIDEWALK)	SQFT	16,200	4.45	72,090.00
14	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	6,400	6.30	40,320.00
15	160120	REMOVE TREE	EA	24	495.00	11,880.00
16	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	7	100.00	700.00
17	566011	ROADSIDE SIGN - ONE POST	EA	7	150.00	1,050.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	5,000.00	5,000.00
19	019901	DE-MOBILIZATION	LS	1	5,500.00	5,500.00

**PROJECT**

**TOTAL:**  
ITEMS 1-19

**Two hundred five thousand, three hundred forty dollars and zero cents**  
"WORDS"

**\$205,340.00**

**Sidewalk Safety Project  
Avenida Rambla  
Bubbling Wells Elementary School to Camino Aventura  
And Camino Campesino  
Avenida Rambla to Bubbling Wells  
In the Desert Hot Springs Area  
County Project No. C5-0076  
State Project No. STPL-5956(245)**

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

**COUNTY OF RIVERSIDE**

**CT&T CONCRETE PAVING, INC.**

BY: \_\_\_\_\_

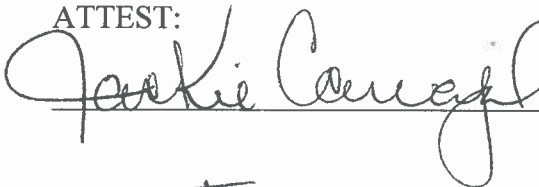
BY:  \_\_\_\_\_

Chairman, Board of Supervisors

TITLE: President  
(If Corporation, affix Seal)

DATED: \_\_\_\_\_

ATTEST:  
Kecia Harper-Ihem, Clerk of the Board

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

BY: \_\_\_\_\_

TITLE: Treasurer

Deputy

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

License No.: 875627

Department of Industrial Relations No.:

1000025154

Federal Employer Identification No.:

202642225

BY \_\_\_\_\_

"County"

\_\_\_\_\_  
"Corporation"

(Seal)

**UNANIMOUS WRITTEN CONSENT OF  
SHAREHOLDERS AND DIRECTORS OF  
CT & T CONSTRUCTION, INC.**

The undersigned, constituting all of the Directors and Shareholders of CT & T CONSTRUCTION, INC., a California corporation, acting by unanimous written consent without a meeting, in accordance with California Corporations Code Section 307(b) and Section 603, and the bylaws of this corporation, hereby adopt the following special resolutions for the corporation:

**IT IS UNANIMOUSLY RESOLVED AS FOLLOWS:**

**1. Election of Officers.**

The following persons are duly elected to the offices indicated after the names of each, to serve in said office until their respective successors are properly designated or elected:

<u>Name</u>	<u>Office</u>
Jose G. Carvajal	President
Jose G. Carvajal	Secretary
Jacqueline Carvajal	Treasurer

**2. Ratification.**

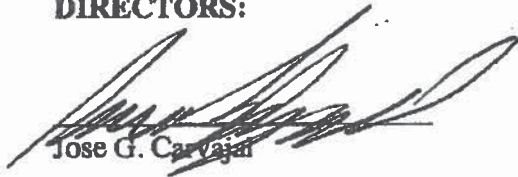
All acts of the officers of the Corporation, Shareholders and Board of Directors of the Corporation since the last annual meeting or Annual Organization and Action By Unanimous Written Consent of the Directors and Shareholders be, and the same hereby are, ratified, confirmed, and approved in all respects.

**3. Certification.**

The corporate Secretary is directed to certify these resolutions and to deliver the certification in support of the authority of the officers named above to act on behalf of this corporation.

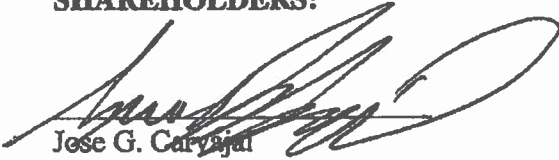
Dated: September 12, 2005

**DIRECTORS:**



Jose G. Carvajal

**SHAREHOLDERS:**



Jose G. Carvajal

**CERTIFICATION OF RESOLUTION OF  
BOARD OF DIRECTORS AND SHAREHOLDERS  
OF CT & T CONSTRUCTION, INC.,  
A California Corporation**

I certify that:

I am the duly qualified and acting Secretary of CT & T CONSTRUCTION, INC., a California Corporation.

Attached to this Certification and marked as Exhibit "A" is a true and correct copy of resolutions duly adopted by the Board of Directors of the corporation by unanimous written consent without a meeting, as authorized by California Corporations Code Section 307(b) and Section 603.

These resolutions have not been modified or rescinded and are in full force and effect at the date of this certificate.

Dated: September 22, 2005

  
Secretary: Jose G. Carvajal



# Performance Bond

## Recitals:

1. **CT&T Concrete Paving, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Sidewalk Safety Project; Avenida Rambla, from Bubbling Wells Elementary School to Camino Aventura, and Camino Campesino, from Avenida Rambla to Bubbling Wells, in the Desert Hot Springs area, County Project No. C5-0076, State Project No. STPL-5956(245).**
2. \_\_\_\_\_, a \_\_\_\_\_ corporation (Surety), is the Surety under this Bond.

## Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **205,340.00 (Two hundred five thousand, three hundred forty dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of \_\_\_\_\_.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

**Payment Bond**

(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are CT&T Concrete Paving, Inc., as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 205,340.00 (Two hundred five thousand, three hundred forty dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Sidewalk Safety Project; Avenida Rambla, from Bubbling Wells Elementary School to Camino Aventura, and Camino Campesino, from Avenida Rambla to Bubbling Wells, in the Desert Hot Springs area, County Project No. C5-0076, State Project No. STPL-5956(245).

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

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

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

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

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

}

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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

Notary Public (Seal)

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

**Payment Bond**

(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are CT&T Concrete Paving, Inc., as Principal and Original Contractor and Contractors Bonding and Insurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 205,340.00 (Two hundred five thousand, three hundred forty dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Sidewalk Safety Project; Avenida Rambla, from Bubbling Wells Elementary School to Camino Aventura, and Camino Campesino, from Avenida Rambla to Bubbling Wells, in the Desert Hot Springs area, County Project No. C5-0076, State Project No. STPL-5956(245).

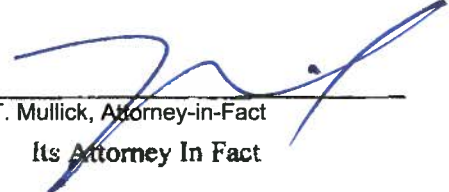
The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or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

Dated: February 12, 2016

CT&T Concrete Paving, Inc.  
Original Contractor - Principal

Contractors Bonding and Insurance Company  
Surety

By 

By   
Yung T. Mullick, Attorney-in-Fact  
Its Attorney In Fact

Title President  
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

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

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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

\_\_\_\_\_  
Notary Public (Seal)

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 Orange }

On February 12, 2016 before me, Terah Johnston, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Yung T. Mullick

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 Terah Johnston  
Signature of Notary Public Terah Johnston



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Payment Bond CSB0009047; Issued In Sextuplicate

Document Date: February 12, 2016 Number of Pages: 1

Signer(s) Other Than Named Above: None

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

Signer's Name: Yung T. Mullick

- 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:  
Contractors Bonding and Insurance 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:  
\_\_\_\_\_  
\_\_\_\_\_



9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Jennifer C. Anaya, James W. Moilanen, Yung T. Mullick, Christine T. Hoang, Terah Johnston, jointly or severally

in the City of Mission Viejo, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

**RLI Insurance Company** and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

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

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 28th day of October, 2015.

State of Illinois }  
County of Peoria } SS



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
B. W. Davis  
Barton W. Davis Vice President

#### CERTIFICATE

On this 28th day of October, 2015, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 12 day of February, 2016.

Jacqueline M. Bockler  
Jacqueline M. Bockler Notary Public

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
B. W. Davis  
Barton W. Davis Vice President



BOND NO. CSB0009047

BOND PREMIUM IS \$4,080.00. WHICH IS SUBJECT TO CHANGE BASED ON FINAL CONTRACT PRICE

BOND ISSUED IN SEXTUPLICATE

### Performance Bond

**Recitals:**

1. CT&T Concrete Paving, Inc. (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Sidewalk Safety Project; Avenida Rambla, from Bubbling Wells Elementary School to Camino Aventura, and Camino Campesino, from Avenida Rambla to Bubbling Wells, in the Desert Hot Springs area. County Project No. CS-0076, State Project No. STPL-5956(245).

Contractors  
2. Bonding and Insurance Company \_\_\_\_\_, a Illinois \_\_\_\_\_ 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 \$ 205,340.00 (Two hundred five thousand, three hundred forty dollars and zero cents) and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of February 12, 2016

By \_\_\_\_\_

By Jose G. Carrizosa

Title President

By \_\_\_\_\_

Type Name Yung T. Mullick

Its Attorney in Fact  
"Surety"  
Contractors Bonding and Insurance Company

"Contractor"  
CT&T Concrete Paving, Inc.

(Corporate Seal)

(Corporate Seal)

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**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 Los Angeles )

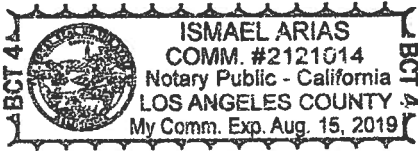
On February 18, 2016 before me, Ismael Arias, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Jose Cervantes  
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 [Signature]  
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: 2-16-16  
Number of Pages: 1 Signer(s) Other Than Named Above: None

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

Signer's Name: Jose Cervantes  
 Corporate Officer - Title(s): President  
 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: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 Orange }

On February 12, 2016 before me, Terah Johnston, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Yung T. Mullick

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/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 Terah Johnston  
Signature of Notary Public Terah Johnston

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Performance Bond CSB0009047; Issued In Sextuplicate

Document Date: February 12, 2016 Number of Pages: 1

Signer(s) Other Than Named Above: None

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

Signer's Name: Yung T. Mullick

- 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:  
Contractors Bonding and  
Insurance 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:  
\_\_\_\_\_  
\_\_\_\_\_





9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Jennifer C. Anaya, James W. Moilanen, Yung T. Mullick, Christine T. Hoang, Terah Johnston, jointly or severally

in the City of Mission Viejo, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

**RLI Insurance Company and Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

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

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 28th day of October, 2015.

State of Illinois }  
County of Peoria } SS



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Barton W. Davis Vice President

#### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 12 day of February, 2016.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Barton W. Davis Vice President

Jacqueline M. Bockler Notary Public



**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 Los Angeles )

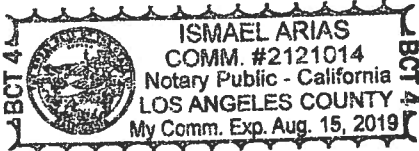
On February 16, 2016 before me, Ismael Arias, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Jose Cerviel  
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 [Signature]  
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: Joint Bond Document Date: 2-16-16

Number of Pages: 1 Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s) Jose Cerviel, J.D.

Signer's Name: [Signature] Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General  Partner —  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

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



- Company Profile
- Company Search
- Company Search Results
- 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**

**CONTRACTORS BONDING AND INSURANCE COMPANY**

**9025 N. LINDBERGH DRIVE  
PEORIA, IL 61615**

**Old Company Names**

**Effective Date**

CONTRACTORS BONDING AND INSURANCE COMPANY DBA CBIC 12/31/1992  
BONDING AND INSURANCE COMPANY

**Agent For Service**

LISA SIRMAN  
801 S. FIGUEROA STREET  
SUITE 200  
LOS ANGELES CA 90017

**Reference Information**

NAIC #:	37206
California Company ID #:	3000-7
Date Authorized in California:	05/31/1985
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

[back to top](#)

**NAIC Group List**

NAIC Group #: **0783** RLI 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](#).

- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- FIRE
- LEGAL INSURANCE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/02/2016

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> PATRICK MCRAE INSURANCE SERVICES 1290 N. HANCOCK ST., SUITE 210 ANAHEIM HILLS, CA 92807	LICENSE NO. 0637431	<b>CONTACT NAME:</b> PATRICK MCRAE <b>PHONE (A/C, No, Ext):</b> (714) 779-6999 <b>E-MAIL ADDRESS:</b> p.mcrae@sbcglobal.net	<b>FAX (A/C, No):</b> (714) 779-6903																					
<b>INSURED</b> PERSONNEL STAFFING GROUP, LLC DBA KBS STAFFING CT & T CONCRETE PAVING INC. 324 S DIAMOND BAR BLVD. PMB 275 DIAMOND BAR CA 91765		<table border="1"> <tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr><td>INSURER A :</td><td>NAVIGATORS SPECIALTY INSURANCE COMPANY</td><td>36056</td></tr> <tr><td>INSURER B :</td><td>CENTURY NATIONAL INSURANCE COMPANY</td><td>26905</td></tr> <tr><td>INSURER C :</td><td>NATIONAL UNION FIRE INSURANCE CO. OF</td><td>19445</td></tr> <tr><td>INSURER D :</td><td>ZURICH AMERICAN INSURANCE COMPANY</td><td>16535</td></tr> <tr><td>INSURER E :</td><td>GREAT AMERICAN INSURANCE CO. OF NY</td><td>22136</td></tr> <tr><td>INSURER F :</td><td></td><td></td></tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	NAVIGATORS SPECIALTY INSURANCE COMPANY	36056	INSURER B :	CENTURY NATIONAL INSURANCE COMPANY	26905	INSURER C :	NATIONAL UNION FIRE INSURANCE CO. OF	19445	INSURER D :	ZURICH AMERICAN INSURANCE COMPANY	16535	INSURER E :	GREAT AMERICAN INSURANCE CO. OF NY	22136	INSURER F :		
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	LA15CGL164018IC	06/09/2015	06/09/2016	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BAP0180912	06/23/2015	06/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			EBO011736084	06/09/2015	06/09/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 CRISIS RESPONSE \$ 250,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	WC466477304	06/30/2015	06/30/2016	<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
E	INLAND MARINE/PROPERTY			IMP5021860	01/26/2016	01/26/2017	\$61,386 SCHEDULED EQUIPMENT \$213,048 INSTALLATION FLOATER \$25,000 ANY ONE INSTALLATION JOBSITE \$25,000 WHILE IN TRANSIT \$213,048 IN ANY ONE LOSS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
EMPLOYEES ASSIGNED TO CT & T CONCRETE PAVING, INC. 324 S DIAMOND BAR BL., PMB275 DIAMOND BAR, CA 91765

COUNTY OF RIVERSIDE, ITS AGENCIES, SPECIAL DISTRICTS AND DEPARTMENTS, THEIR RESPECTIVE DIRECTOR, OFFICERS, BOARD OF SUPERVISORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AND MISSION SPRINGS WATER DISTRICT (MSWD), ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES ARE NAMED AS ADDITIONAL INSURED FOR COMMERCIAL GENERAL LIABILITY, AUTO LIABILITY, AND EXCESS LIABILITY.

\* SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, A 30 DAY WRITTEN NOTICE WILL BE ISSUED.

RE: PROJECT NO. C5-0076, STATE PROJECT NO. ATPL-5956(245)

## CERTIFICATE HOLDER

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT  
ATTN: CONTRACTS/BIDDING UNIT  
3525 14TH STREET  
RIVERSIDE, CA 92501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL AGGREGATE LIMIT PER PROJECT WITH AN OVERALL GENERAL AGGREGATE CAP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE


Designated Construction Projects: All Projects

Overall General Aggregate Cap:

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. Subject to the application of the General Aggregate Limit to each of your projects, the maximum amount we will pay under the General Aggregate Limit for all claims arising from all projects is the Overall General Aggregate Cap shown in the Schedule above.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.



Broker: Patrick M. McRae 03/02/2016

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT**

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:

1. 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; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) 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:

- a. Your acts or omissions; or
- b. 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 described above:

- a. Only applies to the extent permitted by law; and
- b. 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 the person or organization described in Paragraph 1. above 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.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**
- The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement described in Paragraph A.1.; 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.



Broker: Patrick M. McRae 03/02/2016



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.



Broker: Patrick M. McRae 03/02/2016

**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
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.	

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.



Broker: Patrick M. McRae 03/02/2016

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Person Or Organization:

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

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

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



Broker: Patrick M. McRae 03/02/2016



CHAIX & ASSOC INS BROKERS INC  
 3200 EL CAMINO REAL STE 290  
 IRVINE CA 926021382

CT & T CONCRETE PAVING INC.  
 324 S. DIAMOND BLVD PMB 275  
 DIAMOND BAR, CA 91765

(949) 722-4177

Name of Insured: CT & T CONCRETE PAVING INC.		Endorsement Effective Date and Time: 06/23/2015 at 12:01 AM
Policy Number: BAP0180912	Policy Term Covers from: 12:01 AM ON 06/23/2015 to 06/23/2016 at 12:01AM	Endorsement Number: 000
Name of Agency: CHAIX & ASSOC INS BROKERS INC 122800		

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

**Additional Insured Endorsement**

IT IS AGREED THAT INSURANCE AFFORDED BY THE ABOVE POLICY SHALL APPLY TO THE PARTY(S) NAMED BELOW, AS THEIR INTEREST MAY APPEAR BUT SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE COMPANY'S LIABILITY. ANY ADDITIONAL INSURED LANGUAGE ON A CERTIFICATE OF INSURANCE IS VOID.

The additional insured named below is only an insured for liability which is the result of an act or omission of the "NAMED INSURED" of the policy and shall have no coverage under this endorsement or the policy for its own acts or omissions, those of its agents or employees, or those of any other person or entity for which it is vicariously liable, save for acts of omissions of the "NAMED INSURED" of the policy. Further, any insurance provided by this endorsement shall be excess to all other insurance available to any person or entity who becomes an insured by reason of this endorsement whether the other insurance is primary or excess and whether or not the other insurance is collectible. In the event the other insurer has a duty to defend any person or entity added to our policy by reason of this endorsement, we will have no duty to defend that person or entity however, we may elect to do so, and, if we do, we will be entitled to the rights of any person or entity we do defend against the other insurer.

**ADDITIONAL INSURED**

The insurance is Primary and Non-Contributory with respect to any insurance carried by the Additional Insured



Broker: Patrick M. McRae

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED. 03/02/2016



**CENTURY-NATIONAL** INSURANCE COMPANY

P.O. Box 3999 - North Hollywood, CA 91609-0599  
For Service Call Your Broker. For Claims Call: 800-733-1980

Name of Insured: CT & T CONCRETE PAVING INC.		Endorsement Effective Date and Time: 06/23/2015 at 12:01 AM	
Policy Number: BAP0180912	Policy Term Covers from: 12:01 AM ON 06/23/2015 to 06/23/2016 at 12:01AM		Endorsement Number: 000
Name of Agency: CHAIX & ASSOC INS BROKERS INC 122800			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Waiver of Subrogation**

"THE RIGHT TO SUBROGATE AGAINST THE ADDITIONAL INSURED NAMED BELOW IS WAIVED FOR LOSSES PAID WHICH ARISE OUT OF THE OPERATIONS OF THE NAMED INSURED", FOR WHICH THE NAMED ADDITIONAL INSURED HAS NO INDEPENDENT NEGLIGENCE.

**CERTIFICATE HOLDER**

The insurance is Primary and Non-Contributory with respect to any insurance carried by the Additional Insured

Broker: Patrick M. McRae  
03/02/2016

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Date Printed: 06/23/2015  
RENE FAJARDO  
CN 813A (07/11)

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

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

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

Schedule

**WHERE REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS.**

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

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

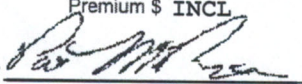
Endorsement Effective 06-30-15

Policy No. WC 4664773-04

Endorsement No.

Insured PERSONNEL STAFFING GROUP LLC D/B/A KBS STAFFING

Premium \$ INCL

Insurance Company ZURICH AMERICAN INSURANCE COMPANY Countersigned By 



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

**DECLARATIONS**

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

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

(each of the above being a capital stock company)

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

**POLICY NUMBER:** EBU 011736084                      **RENEWAL OF:** 068404686

**ITEM 1. NAMED INSURED:** CT&T, INC.

**MAILING ADDRESS:** 324 S DIAMOND BAR BLVD  
DIAMOND BAR, CA 91765-1607

**ITEM 2. POLICY PERIOD:** FROM: June 9, 2015                      **TO:** June 9, 2016  
(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)

**ITEM 3. LIMITS OF INSURANCE**

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

- |                |   |
|----------------|---|
| A. \$5,000,000 | <b>Each Occurrence</b>  |
| B. \$5,000,000 | <b>General Aggregate</b> (in accordance with Section IV. Limits of Insurance)                       |
| C. \$5,000,000 | <b>Products-Completed Operations Aggregate</b> (in accordance with Section IV. Limits of Insurance) |
| D. \$250,000   | <b>CrisisResponse Sublimit of Insurance</b>   |
| E. \$50,000    | <b>Excess Casualty CrisisFund Limit of Insurance</b>  |

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

**ITEM 5. PREMIUM AND PREMIUM COMPUTATION**

ESTIMATED TOTAL ANNUAL EXPOSURE	
RATES PER	FLAT
MINIMUM PREMIUM	\$17,600.00
ADVANCE PREMIUM	\$17,600.00

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

**PRODUCER NAME:** RISK PLACEMENT SERVICES INC  
**ADDRESS:** 5670 WILSHIRE BLVD  
STE 1200  
LOS ANGELES, CA 90036-5621

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

\_\_\_\_\_  
Date

**SCHEDULE OF UNDERLYING INSURANCE**

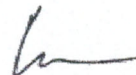
Issued to: CT&T, INC.

Policy Number: EBU 011736084

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

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<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER, POLICY NO. AND POLICY PERIOD</u>	<u>LIMITS</u>
GENERAL LIABILITY	Navigators Specialty Insurance Company 06/09/16 06/09/17	\$1,000,000 PER OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPLETED OPS. AGGREGATE \$2,000,000 PER PROJECT GENERAL AGGREGATE \$5,000,000 AGGREGATE POLICY CAP Defense Expenses are in addition to the limit
AUTO LIABILITY	Century-National Insurance Company 06/23/15 06/23/16	\$1,000,000 COMBINED SINGLE LIMIT  Defense Expenses are in addition to the limit



Christopher G. Kopser  
**AUTHORIZED REPRESENTATIVE**



## Bid

Date: 02/03/2016

To: County of Riverside, hereafter called "County";

Bidder: CT&T Concrete Paving Inc.  
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Sidewalk Safety Project; Avenida Rambla, from Bubbling Wells Elementary School to Camino Aventura, and Camino Campesino, from Avenida Rambla to Bubbling Wells, in the Desert Hot Springs area, County Project No. C5-0076, State Project No. ATPL-5956(245) hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) N/A (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor (not by telephone or facsimile) before the time specified in the Notice Inviting Bids for the public opening of bids, this Bid constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Bids and to waive any irregularities or informalities contained in a Bid.
3. To execute the Contract and deliver the Performance Bond, Payment Bond and Insurance Certificate with endorsements, that comply with the requirements set forth in the Instruction to Bidders and General Conditions within ten (10) business days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract shall constitute a written memorial thereof.
5. To submit to the County such information as County may require determining whether a particular Bid is the lowest responsible bid submitted.
6. That the accompanying Bid Bond, certified check or cashier's check is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Contract and deliver the required bonds within ten (10) business days after notice of award. If Contractor fails to execute and deliver said documents, the bond or check is to be charged with the costs of the resultant damages to the County, including but not limited to: publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done for the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this Bid the Contractor certifies that the representations made therein are made under penalty of perjury.

**Sidewalk Safety Project  
Avenida Rambla and Camino Campesino  
in the Desert Hot Springs area  
County Project No. C5-0076  
State Project No. ATPL-5956(245)**

**PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	\$3,500	\$3,500
2	074020	WATER POLLUTION CONTROL	LS	1	\$2,000	\$2,000
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$3,700	\$3,700
4	160101	CLEARING AND GRUBBING	LS	1	\$11,000	\$11,000
5	170101	DEVELOP WATER SUPPLY	LS	1	\$2,800	\$2,800
6	190101	ROADWAY EXCAVATION	CY	10	\$150	\$1,500
7	390132	HOT MIX ASPHALT - TYPE A	TON	20	\$190	\$3,800
8	152380	RELOCATE CHAIN LINK FENCE/GATE	LF	175	\$60	\$10,500
9	000003	REMOVE AND REPLACE MAILBOX NEW	EA	28	\$300	\$8,400
10	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	100	\$30	\$3,000
11	000003	MINOR CONCRETE (CURB TRANSITION) (CRS 211)	LF	60	\$30	\$1,800
12	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	7	\$2,400	\$16,800
13	731521	MINOR CONCRETE (SIDEWALK)	SQFT	16,200	\$4.45	\$72,090
14	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	6,400	\$6.30	\$40,320
15	160120	REMOVE TREE	EA	24	\$495	\$11,880
16	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	7	\$100	\$700
17	566011	ROADSIDE SIGN - ONE POST	EA	7	\$150	\$1050
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	5,000.00	5,000.00
19	019901	DE-MOBILIZATION	LS	1	\$5,500	\$5,500

PROJECT TOTAL: Two Hundred and Five Thousand, Three Hundred Forty Dollars, Zero Cents \$ 205,340.00  
ITEMS 1-19 "WORDS"

## Bidder Data and Signature

Name of Bidder: CT&T Concrete Paving Inc.

Type of organization: Concrete Paving Contractor

Person(s) authorized to sign for Bidder: Jose Carvajal, President

\_\_\_\_\_

\_\_\_\_\_

Note:

If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.

If Bidder is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.

If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.

If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

Business Street Address: 324 S. Diamond Bar Blvd., BMP275  
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Diamond Bar, CA 91765

P.O. Box- Number: PMB275

P.O. Box- City, State, Zip Code: PMB275 - Diamond Bar, CA 91765

Phone: ( 909 ) 629-8000

Facsimile: ( 909 ) 629-8001

E-mail: jose.cttinc@gmail.com

Contractor's license number: 875627

License Classification(s): C12,C-8

Expiration date: 04/30/2016

Department of Industrial Relations Registration Number: 1000025154

**Bidder Data and Signature (continued)**

Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least ten (10) percent of the total bid for:

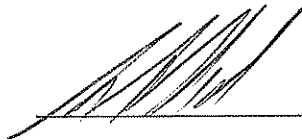
**Sidewalk Safety Project  
Avenida Rambla  
Bubbling Wells Elementary School to Camino Aventura  
And  
Camino Campesino  
Avenida Rambla to Bubbling Wells**

**In the Desert Hot Springs Area  
County Project No. C5-0076  
State Project NO. ATPL-5956(245)**

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page B1 of this Bid.

**Signature:**



---

**Name (printed):**

Jose Carvajal

**Title:**

President  
"Contractor"

### Subcontractor List

Bidder/Contractor submits the following complete list of each Subcontractor who will perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid or \$10,000 whichever is greater.

Check box on right side of row if any construction item, for the listed Subcontractor, is partial work. If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portion(s) of the work to be performed by the different subcontractors or Bidder/Contractor will be subject to provisions of Public Contract Code Section 4106.

Name of Bidder (Prime/General Contractor): CT&T Concrete Paving Inc.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	TreeSmith Enterprise	802705	1000001838	1551 N. Miller St Anaheim, CA 92806	Item No. 15 Remove Tree (24)	<input checked="" type="checkbox"/>
2.						<input type="checkbox"/>
3.						<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>
7.						<input type="checkbox"/>

(If applicable, check box.)  
Additional information for Subcontractor List is attached to this Bid. (A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: 5.8 %

Note: A minimum of 50% of the work is required to be performed by the prime/general Contractor.

## Non-Collusion Declaration

To be executed by bidder and submitted with bid.  
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares:

I am the President (Title) of CT&T Concrete Paving, Inc. (Company),  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

Jun (Month) 30 (Day) of 2016 (Year),

at Pomona (City) CA (State).

Signature of Declarant: \_\_\_\_\_

Printed name of Declarant: Jose G. Carvajal

Name of Bidder (Company): CT&T Concrete Paving INC.

Title or Office: President

Note: Notarization of signature required.  
 Check box if attachment is included.

V.040815

JL. please see attachment  
B6 01/30/2016

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.

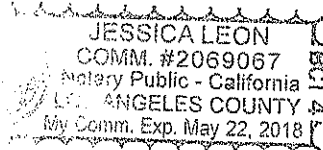
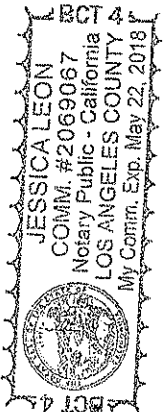
State of California )
County of Los Angeles )
On January 30, 2016 before me, Jessica Leon, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jose G. Carvajal P.
Name(s) of Signer(s)

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 [Handwritten Signature]
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: Declaration (Non Collusion) Document Date: January 30, 2016
Number of Pages: One Signer(s) Other Than Named Above: No other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose G. Carvajal P.
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[X] 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:

**Iran Contracting Act**  
(Public Contract Code sections 2200-2208)

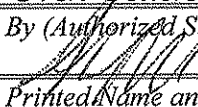
Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**Option #1 – Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i> <b>CT&amp;T Concrete Paving Inc.</b>		<i>Federal ID Number (or n/a)</i> <b>20-2642225</b>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> <b>Jose Carvajal, President</b>		
<i>Date Executed</i> <b>02/03/16</b>	<i>Executed in</i> <b>02/03/16</b>	

**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	



**Bid Bond**

**Recitals:**

1. CT&T Concrete Paving, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Sidewalk Safety Project; Avenida Rambla, from Bubbling Wells Elementary School to Camino Aventura, and Camino Campesino, from Avenida Rambla to Bubbling Wells, in the Desert Hot Springs area, County Project No. C5-0076, State Project No. ATPL-5956(245) in accordance with a Notice Inviting Bids from the County.
2. Contractors Bonding and Insurance Company a Illinois corporation, hereafter called "Surety", is the surety of this bond.

**Agreement:**

We, Contractor as Principal and Surety as Surety, jointly and severally agree and state as follows:

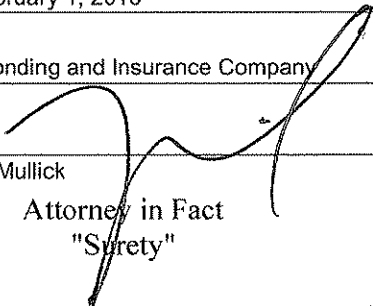
1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Contract and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

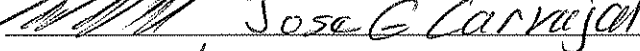
Dated: February 1, 2016

Signatures:

Contractors Bonding and Insurance Company

CT&T Concrete Paving, Inc.

By:  Yung T. Mullick

By:  Jose G. Carracedo

Title: Attorney in Fact "Surety"

Title: President "Contractor"

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

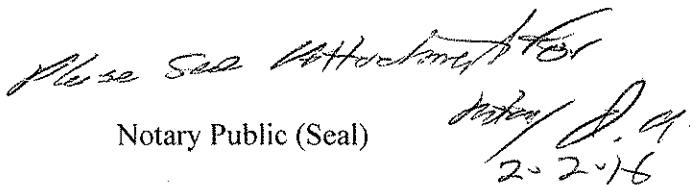
} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)



**Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).**



- Company Profile
- Company Search
- Company Search Results
- 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**

**CONTRACTORS BONDING AND INSURANCE COMPANY**

**9025 N. LINDBERGH DRIVE  
PEORIA, IL 61615**

Old Company Names	Effective Date
CONTRACTORS BONDING AND INSURANCE COMPANY DBA CBIC BONDING AND INSURANCE COMPANY	12/31/1992

**Agent For Service**

LISA SIRMAN  
801 S. FIGUEROA STREET  
SUITE 200  
LOS ANGELES CA 90017

**Reference Information**

NAIC #:	37206
California Company ID #:	3000-7
Date Authorized in California:	05/31/1985
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

[back to top](#)

**NAIC Group List**

NAIC Group #: **0783** RLI 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](#).

- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- FIRE
- LEGAL INSURANCE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE

**back to top**

© 2008 California Department of Insurance

**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 Los Angeles

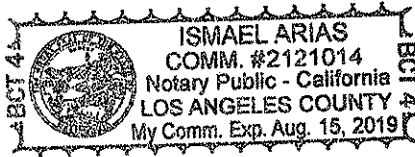
On February 2, 2016 before me, Ismael Arias, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Jose C. Corveja  
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 [Signature]  
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: Red Book Document Date: 2-2-16  
Number of Pages: 1 Signer(s) Other Than Named Above: [Signature]

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

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



9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Jennifer C. Anaya, James W. Moilanen, Yung T. Mullick, Christine T. Hoang, Terah Johnston, jointly or severally

in the City of Mission Viejo, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

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

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 28th day of October, 2015.

State of Illinois }  
County of Peoria } SS



RLI Insurance Company  
Contractors Bonding and Insurance Company

Barton W. Davis Vice President

#### CERTIFICATE

On this 28th day of October, 2015, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 1 day of February, 2016.

Jacqueline M. Bockler Notary Public

RLI Insurance Company  
Contractors Bonding and Insurance Company

Barton W. Davis Vice President



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

**Contractors Bonding and Insurance Company**

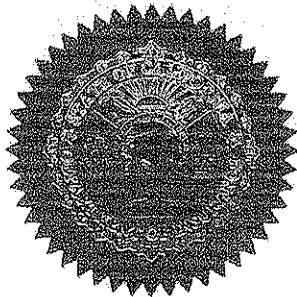
of Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability,  
Boiler and Machinery, Burglary, Sprinkler,  
Team and Vehicle, Automobile, Legal, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 20<sup>th</sup> day of March, 2015, I have hereunto set my hand and caused my official seal to be affixed this 20<sup>th</sup> day of March, 2015.



Dave Jones  
Insurance Commissioner

Valerie Sarfaty  
for Nettie Hoge  
Chief Deputy

By

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 Orange

On February 1, 2016 before me, Terah Johnston, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

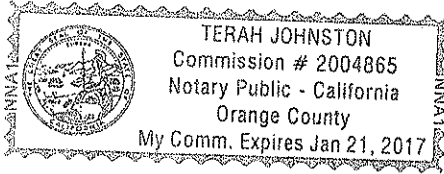
personally appeared Yung T. Mullick  
Name(s) of Signer(s)

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 Terah Johnston  
Signature of Notary Public Terah Johnston



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: Bid Bond

Document Date: February 1, 2016 Number of Pages: 1

Signer(s) Other Than Named Above: None

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

Signer's Name: Yung T. Mullick

- 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:  
Contractors Bonding and Insurance 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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_