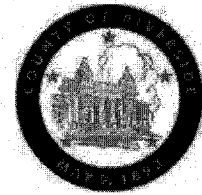


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
12.1
(ID # 8163)

MEETING DATE:

Tuesday, October 16, 2018

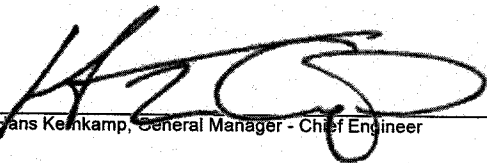
FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Contract Award for the Construction of the 2018 Sites Improvements at the Closed Corona, Double Butte, Edom Hill, Highgrove and Mead Valley Landfills Project, District 1, 2, 3, 4 & 5. [\$742,934.95 – Department of Waste Resources Enterprise Funds] (CEQA – Nothing Further Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) as all potentially significant effects of the Project have been adequately analyzed in Environmental Assessment/Mitigated Negative Declaration (EA/MND) No. Corona EA No. 2015-02, adopted 6/21/16 (SCH No. 2016041027), Edom Hill EA No. 39216, adopted 10/3/06 (SCH No. 2006081125), Mead Valley EA No. 37107, adopted 3/30/99 (SCH No. 1999021037), Highgrove EA No. 36507, adopted 12/8/98 (SCH No. 1998101001) and Double Butte EA No. 36439, adopted 1/31/95 (SCH No. 1994102034); and


ACTION: Policy


Hans Kemkamp, General Manager - Chief Engineer 10/2/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: October 16, 2018
xc: Waste

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve Addendum No. 1 to the plans and specifications issued prior to the August 23, 2018 bid opening; and
3. Accept the bid submitted by Road Builders, Inc. of Lincoln Nebraska, in the amount of \$742,934.95 for the Construction of the 2018 Closed Site Improvements Project; and
4. Waive any minor irregularities, award the Construction Agreement to Road Builders, Inc. and authorize the Chairman to execute the Agreement on behalf of the County; and
5. Authorize the General Manager-Chief Engineer of the Department of Waste Resources to execute change orders to the contract as approved by County Counsel, in accordance with Article 3.5 of the Public Contract Code, and the limits set forth in Section 20142 therein.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$742,934.95	\$ 0	\$ 742,934.95	\$ 0
NET COUNTY COST	\$0	\$0	\$ 0	\$ 0
SOURCE OF FUNDS: Waste Resources Enterprise Fund			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On July 31, 2018 the Board approved the contract documents for the Construction of 2018 Site Improvements Project, and authorized the Department to advertise for bids. On August 23, 2018, a total of one (1) bid was received, with Road Builders, Inc. submitting the lowest responsible bid. After review of the bid, Department staff has determined that Road Builders, Inc. has the necessary experience and capability to perform the work, and County Counsel has determined that the bid documents are in order. The Contract Agreement between the County and Road Builders, Inc., and the required performance and payment bonds are attached herewith.

Prev. Agn. Ref.: M.O. 12.1 of 07/31/18
M.O. 12.2 of 06/21/16
M.O. 12.1 of 10/03/06
M.O. 10.1 of 03/30/99
M.O. 10.1 of 12/08/98
M.O. 12.6 of 01/31/95

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

California Environmental Quality Act (CEQA) Findings

The work contemplated in the contract documents involves maintaining, improving, and replacing existing drainage structures/facilities (sedimentation basins, culvert, etc.), existing landfill cover systems, and improving site security. On July 31, 2018, the Board approved the contract documents for the Project and determined that nothing further was required under CEQA because all potentially significant effects of the Project were analyzed in previously adopted EAs/MNDs prepared for landfill closure/post-closure activities, which include work contemplated in this Project, at the five closed landfill sites: Corona EA No. 2015-02 (SCH No. 2016041027), Edom Hill EA No. 39216 (SCH No. 2006081125), Mead Valley EA No. 37107 (SCH No. 1999021037), Highgrove EA No. 36507 (SCH No. 1998101001) and Double Butte EA No. 36439 (SCH No. 1994102034).

As such, a Notice of Determination (NOD) was filed with the County Clerk on July 31, 2018. The 30-day statute of limitations for review and comment has expired, with no comments or challenges to the NOD received. Since the proposed motion in this Form-11 simply involves the award of a contract to complete the work already assessed under the previously adopted EAs/MNDs, nothing further is required under CEQA.

Impact on Residents and Businesses

The proposed Project will assist the Department with maintaining the environmental integrity of the closed landfill sites as well as ensure continued compliance with applicable regulations.

Additional Fiscal Information

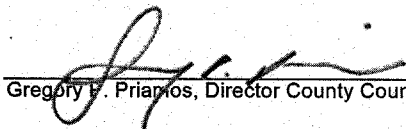
Budget for this work will be provided from Fund 40200, Department ID – 4500100000.

Contract History and Price Reasonableness

This is a public works construction contract with a specified duration of 52 working days for completion. Due to the competitive bid process, and also based on recent similar projects, Department staff believes that the submitted bid amount is reasonable.

ATTACHMENTS:

ATTACHMENT A Contract Agreement
ATTACHMENT B Performance and Payment Bonds



Gregory L. Priamos, Director County Counsel 10/5/2018

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of October 16, 2018 and is by and between the COUNTY OF RIVERSIDE, on behalf of its Department of Waste Resources, a political subdivision of the State of California, (County) and Road Builders, Inc. (Contractor).

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, supervision, services, transportation, materials and other required items necessary to perform the Work for the 2018 Closed Sites Improvements at the Closed Corona, Double Butte, Edom Hill, Elsinore, Highgrove and Mead Valley Landfills; and Contractor shall do all things necessary to accomplish and complete the Work described in and in exact conformity with the Contract Documents, subject to such inspection as County deems appropriate.
2. Contract Documents. The Contract Documents for the project are:
 - (a) Notice Inviting Bids to Contractors;
 - (b) Instructions to Bidders;
 - (c) Contractor's Proposal, including List of Subcontractors, Statement of Licensure, Non-Collusion Declaration, Iran Contracting Act Certification;
 - (d) Bid Bond;
 - (e) Construction Agreement, including Exhibit A, Workers' Compensation Contractor Certificate, Declaration of Sufficiency of Funds, and Evidence of Insurance;
 - (f) Performance Bond;
 - (g) Payment Bond;
 - (h) General Provisions;
 - (i) Special and Detailed Provisions for 2018 Closed Sites Improvements project, at the Riverside County Department of Waste Resources;
 - (j) Appendix A – BMP Installation Details from the CASQA/Cal-Trans Stormwater BMP Handbook
 - (k) Appendix B – Corona Southeast Drainage Channel Permits
 - (l) Appendix C – Project Drawings for the 2018 Closed Sites Improvements project;
 - (m) Standard Specifications for Public Works Construction, Latest Edition, with Amendments;
 - (n) Any other documents included in or incorporated into the Contract Documents;
 - (o) Addenda No. 1;
 - (p) Orders, instructions, drawings and plans issued by County during the course of the Work in accordance with the provisions of the Contract Documents.

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

3. Contract Time for Completion – The Work shall be commenced on a date to be specified in a written "Notice to Proceed" to be issued by the County and shall be completed within the duration specified in the Technical Specifications. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Provisions, time shall be of the essence.

4. Contract Price –

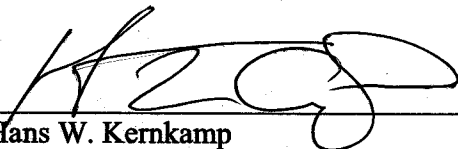
- (a) Compensation to be paid to Contractor – The County agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Agreement, the sum of:

Seven Hundred and Forty-Two Thousand Nine Hundred and Thirty-Four Dollars and Ninety-Five Cents.
(\$ 742,934.95), subject to additions and deductions as provided in this Agreement.

- (b) Payment. Exhibit A is attached to and incorporated into this Agreement and states the basis for full payment to Contractor. Contractor represents that it fully understands the payment method for the Work.

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

By:


Hans W. Kernkamp
General Manager – Chief Engineer
COUNTY OF RIVERSIDE

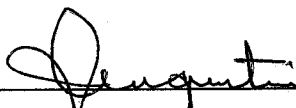
By:

ROAD BUILDERS, INC
Contractor

By:


Chairman, Board of Supervisors
CHUCK WASHINGTON

By:


Name: JOSEPH AUGUSTINE

ATTEST:

By:

Kecia Harper-Ihem, Clerk of the Board

Title:

PRESIDENT
(If corporation, attach corporate seal)

By:

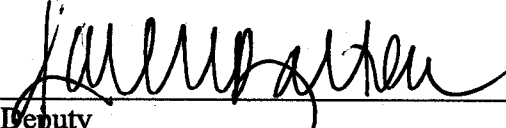

Deputy
(Seal)

EXHIBIT A

(Construction Agreement for the Riverside County Department of Waste Resources: 2018 Closed Sites Improvements project at the Closed Corona, Double Butte, Edom Hill, Elsinore, Highgrove and Mead Valley Landfills located in Riverside County, California.)

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

Item No.	Item of Work	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization & Demobilization (All Sites)	L.S.	1	\$77,700.00	\$77,700.00
2	Develop Water (All Sites)	L.S.	1	\$6,500.00	\$6,500.00
3	Demolition (Corona, Double Butte & Edom Hill)	L.S.	1	\$15,000.00	\$15,000.00
4	Earthwork (Edom Hill & Mead Valley)	L.S.	1	\$187,300.00	\$187,300.00
5	Asphalt Concrete Drainage Structures (Corona)	S.F.	722	\$13.00	\$23,166.00
6	Greenwaste Layer Installation (Corona & Highgrove)	L.S.	1	\$128,308.20	\$128,308.20
7	Entrance Gate (Double Butte)	L.S.	1	\$35,000.00	\$35,000.00
8	Southeast Drainage Channel Improvements (Corona)	L.S.	1	\$161,760.75	\$161,760.75
9	Subsurface Drainage Structure Replacement (County-Optional Bid Item) (Mead Valley)	L.S.	1	\$49,200.00	\$49,200.00
10	Authorized Time & Materials	L.S.	1	\$59,000.00	\$59,000.00

Total Cost \$ \$742,934.95

For the Lump Sum Bid Items listed above, the Contractor declares the following schedule of costs:

Bid Item No. 4 – Earthwork

Sub-Item of Work	Unit	Quantity	Unit Cost	Sub-Total Cost
Engineered Fill (Edom Hill)	C.Y.	18,473	\$10.00	\$184,730.00
Engineered Fill (Double Butte)	C.Y.	257	\$10.00	\$2,570.00

Bid Item No. 4 Total Cost \$187,300.00

Bid Item No. 6 – Greenwaste Layer Installation

Project Work - Location	Unit	Quantity	Unit Cost	Sub-Total Cost
<i>Corona</i>	S.F.	121,400	\$0.20	\$24,280.00
<i>Elsinore (County-Optional Bid Item)</i>	S.F.	1,445,316	\$0.00	\$0.00
<i>Highgrove</i>	S.F.	520,141	\$0.20	\$104,028.20

Bid Item No. 6 Total Cost \$128,308.20

Bid Item No. 8 – Southeast Drainage Channel Improvements

Sub-Item of Work	Unit	Quantity	Unit Cost	Sub-Total Cost
Mobilization/Demobilization	LS	1	\$700.00	\$700.00
SWPPP and SWPPP Implementation	L.S.	1	\$15,000.00	\$15,000.00
Clear and Grub Heavy Vegetation	L.S.	1	\$5,200.00	\$5,200.00
Remove and Stockpile Riprap	S.F.	4,195	\$2.20	\$9,229.00
Engineered Fill – NW Floodplain	C.Y.	209	\$20.00	\$4,180.00
Engineered Fill – SE Floodplain	C.Y.	923	\$20.00	\$18,460.00
Gravel Drainage Layer Construction – NW Floodplain	S.F.	2,069	\$5.50	\$11,379.50
Gravel Drainage Layer Construction – SE Floodplain	S.F.	7,325	\$4.25	\$31,131.25
¼ Ton Rock Slope Protection Construction	S.F.	6,403	\$3.00	\$19,209.00
½ Ton Rock Slope Protection Construction	S.F.	345	\$9.00	\$3,105.00
1 Ton Non-Grouted Rock Slope Protection Construction	S.F.	569	\$8.00	\$4,552.00
1 Ton Grouted Rock Slope Protection Construction	S.F.	2,085	\$19.00	\$39,615.00

Bid Item No. 8 Total Cost \$161,760.75

For the Total Bid Proposal of: \$742,934.95 or seven hundred and forty-two thousand nine hundred and thirty-four dollars and ninety-five cents.

Bond #30047081
Premium: \$7,943.00
Premium is for Contract Term &
Subject to Adjustment Based
on Final Contract Price

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Supervisors ("Board") for the County of Riverside, ("County") and Road Builders, Inc., ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

2018 CLOSED SITES IMPROVEMENTS PROJECT AT THE CLOSED CORONA, DOUBLE BUTTE, EDOM HILL, ELSINORE, HIGHGROVE AND MEAD VALLEY LANDFILLS (Project Name)

("Contract") which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof;

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

NOW THEREFORE, we, the Contractor and Western Surety Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Seven Hundred Forty Two Thousand Nine Hundred Thirty Four and 95/100 Dollars (\$ 742,934.95), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Contractor, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Contractor and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, to:

1. Perform all the work required to complete the Project; and
2. Pay to the County all damages the County incurs as a result of the Contractor's failure to perform all the Work required to complete the Project.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Contractor to pay liquidated damages), all obligations during the period of any warranties and guarantees of materials and workmanship

required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the

manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Contractor's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Contractor under the Contract (including without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Contractor by County under the Contract and any modifications thereto, less the amount previously paid by County to the Contractor and less amounts that County is authorized to withhold under the terms of the Contract.

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

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

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

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

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or

affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

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

Signature provisions on following page:

Road Builders, Inc.

(Firm Name – Contractor)

20 Alodium PLC

6710 L Street

Lincoln, NE 68510

(Business Address)

By

Augustine
(Original Signature)

President

(Title)

Western Surety Company

(Corporation Name – Surety)

2020 Main Street, Suite 750

Irvine, CA 92614

(Business Address)

By

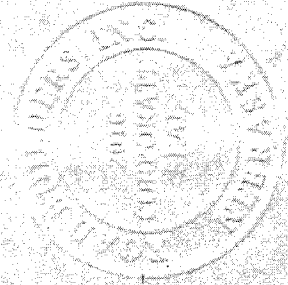
Lawrence F. McMahon
(Signature – Attached Notary's Acknowledgment)

Lawrence F. McMahon

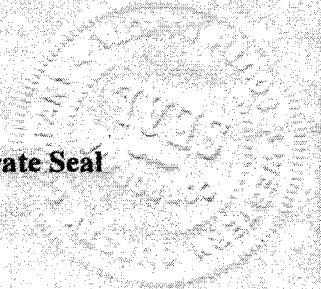
ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix Seal if Corporation



Affix Corporate Seal



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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On SEP 20 2018 before me, Rachel A. Mullen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(~~he~~) whose name(~~is~~) ~~is/has~~ subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~he~~), or the entity upon behalf of which the person(~~he~~) 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 Rachel A. Mullen
Signature of Notary Public Rachel A. Mullen

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Surety Company

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Lawrence F Mc Mahon, Sarah Myers, Lilia De Loera, Janice Martin, Christopher J Conte, Rachel A Mullen, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of January, 2017.



WESTERN SURETY COMPANY

Paul T. Brufat

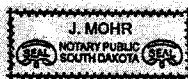
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of January, 2017, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of September, 2018



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Description of Document Performance Bond

Acknowledgement

State of Nebraska)

S.S.

County of Lancaster)

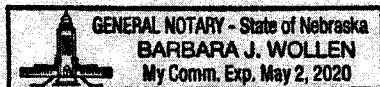
The foregoing instrument was acknowledged before me this

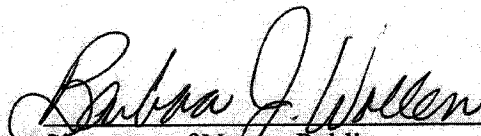
21st day of September, 2018
(month)

by Joseph Augustine, President
(printed name of officer or agent) (printed title of officer or agent)

of Road Builders, Inc.
(printed name of Corporation acknowledging)

a Nebraska corporation, on behalf of the corporation.
(print state or place of incorporation)




Signature of Notary Public

↑ Affix Official Notary seal here ↑

PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Supervisors ("Board") for the County of Riverside, ("County") and Road Builders, Inc. ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

2018 CLOSED SITES IMPROVEMENTS PROJECT AT THE CLOSED CORONA, DOUBLE BUTTE, EDOM HILL, ELSINORE, HIGHGROVE AND MEAD VALLEY LANDFILLS (Project Name)

("Contract") which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW THEREFORE, we, the Contractor and Western Surety Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Seven Hundred Forty Two Thousand Nine Hundred Thirty Four and 95/100 Dollars (\$ 742,934.95), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Contractor, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Contractor and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

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

Signature provisions on following page:

Road Builders, Inc.

(Firm Name – Contractor)

20 Alodium PLC

6710 L Street

Lincoln, NE 68510

(Business Address)

By

Sequentine

(Original Signature)

President

(Title)

Western Surety Company

(Corporation Name – Surety)

2020 Main Street, Suite 750

Irvine, CA 92614

(Business Address)

By

[Signature]

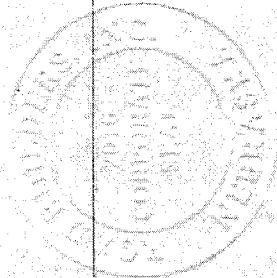
(Signature – Attached Notary's Acknowledgment)

Lawrence F. McMahon

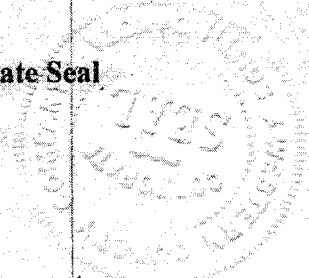
ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix Seal if Corporation



Affix Corporate Seal



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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On SEP 20 2018 before me, Rachel A. Mullen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon

Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature

Signature of Notary Public Rachel A. Mullen

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Surety Company

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Lawrence F Mc Mahon, Sarah Myers, Lilia De Loera, Janice Martin, Christopher J Conte, Rachel A Mullen, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of January, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat

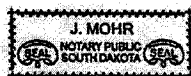
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of January, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of September, 2018



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Description of Document Payment Bond

Acknowledgement

State of Nebraska)

S.S.

County of Lancaster)

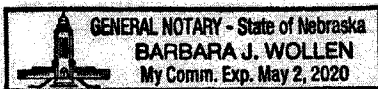
The foregoing instrument was acknowledged before me this

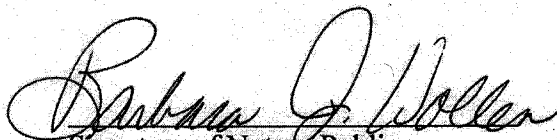
21st day of September, 2018
(month)

by Joseph Augustine, President
(printed name of officer or agent) (printed title of officer or agent)

of Road Builders, Inc.
(printed name of Corporation acknowledging)

a Nebraska corporation, on behalf of the corporation.
(print state or place of incorporation)




Signature of Notary Public

↑ Affix Official Notary seal here ↑