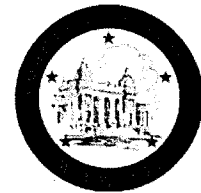


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
12.1
(ID # 10647)**

MEETING DATE:

Tuesday, August 27, 2019

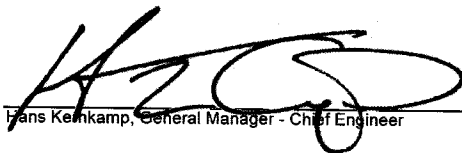
FROM: DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Contract Award for the Facility Improvements Project at the Lamb Canyon Sanitary Landfill, District 5. [\$4,741,733 – Department of Waste Resources Enterprise Funds] (Nothing Further Required under CEQA)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Addendum No. 1 to the plans and specifications issued prior to the July 10, 2019 bid opening;
2. Waive any minor irregularities and accept the low bid submitted by Houalla Enterprises Ltd. dba Metro Builders & Engineering Group, Ltd., in the amount of \$4,741,733 for the Facility Improvements Project, which includes the Construction of the Fleet Maintenance Facility (FMF) and the Permanent Household Hazardous Waste Collection Facility (PHHWCF) at the Lamb Canyon Sanitary Landfill;
3. Award the contract to and approve the Construction Agreement with Houalla Enterprises Ltd dba Metro Builders & Engineering Group, Ltd. and authorize the Chairman to execute the Agreement on behalf of the Department; and
4. Authorize the General Manager-Chief Engineer of the Department of Waste Resources (Department) 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.

ACTION:Policy


Frans Kemkamp, General Manager - Chief Engineer 8/13/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 27, 2019
xc: Waste

Kecia R. Harper
Clerk of the Board

By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 4,741,733	\$ 0	\$ 4,741,733	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Department of Waste Resources Enterprise Funds			Budget Adjustment:	No
			For Fiscal Year:	19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On June 4, 2019, the Board approved the Contract Documents for the Facility Improvements Project at the Lamb Canyon Sanitary Landfill, and authorized the Department to advertise for bids (MT # 9973). During the advertisement period, the Department issued one (1) Addendum. On July 10, 2019, a total of three (3) bids were received, with Metro Builders & Engineers Group, Ltd. submitting the lowest bid. After review of the bid results, Department staff has determined that Metro Builders & Engineers Group, Ltd. has the necessary experience and capability to perform the work, and County Counsel has determined that the bid documents are complete and in order. A summary of the bids received, along with the Construction Agreement between the County and Metro Builders & Engineers Group, Ltd., and the required performance and payment bonds are attached herewith.

The Construction Agreement and Bonds have been reviewed and approved as to form by County Counsel.

Prev. Agn. Ref.: M.O. 12.4 of 3/17/09
M.O. 12.2 of 7/17/18
M.O. 12.1 of 1/15/19
M.O. 12.3 of 6/4/19

California Environmental Quality Act (CEQA) Findings

On March 17, 2009, the Board of Supervisors approved a Mitigated Negative Declaration for Environmental Assessment No. 39652 for the LCL Solid Waste Facility Permit Revision Project. This EA included the evaluation of construction for a new PHHWCF (also referred to as the Central Accumulation Facility or "CAF" in previous environmental documents).

On July 17, 2018, a CEQA Notice of Exemption (NOE) was filed with the County Clerk for the FMF Contract Documents, including all permitting, funding, and construction for the FMF. The 35-day statute of limitations for the NOE has expired.

The proposed FMF and the PHHWCF are located within the permitted landfill disturbance areas already designated for their respective purpose. This work was previously assessed in the

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

above-mentioned environmental documents. This proposed action does not substantially increase the present activities and uses at LCL that are described above. Therefore, nothing further is required for the purposes of CEQA.

Impact on Residents and Businesses

Completion of the proposed FMF will provide a safer working environment for fleet staff and will ensure compliance of fleet activities in compliance with the applicable regulations. This project represents an integral part of the Department's on-going efforts to reduce the introduction of pollutants which affect the quality of storm water discharges associated with landfill operations at the LCL.

Completion of the PHHWCF will expand HHW services to the central Riverside County residents including: Beaumont, Banning, Hemet, Moreno Valley and San Jacinto. This will allow residents in this area access to free HHW service closer to their home as well as provide a central location for disposal and recycling needs.

Additional Fiscal Information

On December 10, 2007 the Department received \$400,000 in restitution (PV Home Depot, Riverside County case no. CIV269487) for the construction of the LCL PHHWCF. On June 27, 2017, the Department obtained additional funding and was awarded \$191,235 by the California Department of Resources Recycling and Recovery (CalRecycle) for the construction of the LCL PHHWCF to expand HHW services. Any additional cost associated with the construction and operations of the new LCL PHHWCF will use existing funding sources (i.e. Department of Waste Resources Enterprise Funds).

Contract History and Price Reasonableness

This is a public works construction contract with a specified duration of 220 working days for completion. Due to the competitive bid process, and also based on the engineer's estimate prepared by Department engineering staff, the submitted bid amount is believed to be reasonable.

ATTACHMENTS:

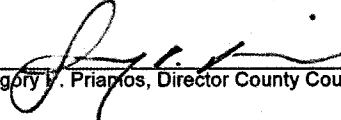
- ATTACHMENT A. Summary of Bids
- ATTACHMENT B. Construction Agreement
- ATTACHMENT C. Performance Bond
- ATTACHMENT D. Payment Bond
- ATTACHMENT E. Addendum #1

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



Jason Farin, Senior Management Analyst

8/22/2019



Gregory V. Priamos, Director County Counsel

8/14/2019

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of 07/30/2019 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 Houalla Enterprises Ltd. dba Metro Builders & Engineers Group, Ltd., a California corporation (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 **LAMB CANYON SANITARY LANDFILL FACILITY IMPROVEMENTS PROJECT**. The 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, Contractor's Statement of Licensure, Contractor's Statement of Qualifications, 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) Detailed Provisions for the Lamb Canyon Sanitary Landfill Facility Improvements Project
 - (j) Appendix A – Landfill Site Safety Rules;
 - (k) Appendix B – Southern California Edison (SCE) Final Design for Meter & Service Change for Facility A - Fleet Maintenance Facility;
 - (l) Appendix C – Project Drawings (Reduced Size – 11"x17")
 - (m) Appendix D – Facility A – Fleet Maintenance Facility Geotechnical Engineering Evaluation Report
 - (n) Appendix E – Facility B – Permanent Household Hazardous Waste Collection Facility Geotechnical Engineering Evaluation Report
 - (o) Appendix F – Project Construction Quality Assurance/Quality Control (QA/QC) Plan
 - (p) Standard Specifications for Public Works Construction, Latest Edition, with Amendments;
 - (q) Any other documents included in or incorporated into the Contract Documents;
 - (r) Addenda Nos. 1;
 - (s) Orders, instructions, drawings and plans issued by County during the course of the Work in accordance with the provisions of the Contract Documents.

ADMINISTRATIVE PROVISIONS

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:
Four Million, Seven Hundred and Forty-One Thousand, Seven Hundred and Thirty-Three Dollars
(\$4,741,733), 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: [Signature]
Hans W. Kernkamp
General Manager – Chief Engineer

Date: 8/7/19

COUNTY OF RIVERSIDE

By: [Signature]
Chairman, Board of Supervisors
KEVIN JEFFRIES

Date: AUG 27 2019

ATTEST:

By: _____
Kecia R. Harper, Clerk of the Board

By: [Signature]
Deputy

Date: AUG 27 2019

(Seal)

Houalla Enterprises Ltd dba Metro Builders & Engineers Group, Ltd.
CONTRACTOR

By: [Signature]

Date: 07/30/2019

Name: Fouad Houalla

Title: President

(If corporation, attach corporate seal)

FORM APPROVED, COUNTY COUNSEL
BY: [Signature] 8-14-19
SYNTHIA M. GUNZEL DATE

EXHIBIT A

(Construction Agreement for the Riverside County Department of Waste Resources, **LAMB CANYON SANITARY LANDFILL FACILITY IMPROVEMENTS PROJECT** 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
ADMINISTRATIVE BID ITEMS					
1	Mobilization (Max. 5% of Contract Price)	LS	1	\$59,000	\$59,000
2	Demobilization (Min. 1/2% of Contract Price)	LS	1	\$23,600	\$23,600
SUBTOTAL FOR ADMINISTRATIVE BID ITEMS 1 AND 2					\$82,600
FACILITY A - FLEET MAINTENANCE FACILITY (FMF) BID ITEMS					
A1	Demolition and Retrofit/Relocation of Existing Cargo Containers	LS	1	\$26,361	\$26,361
A2	Site Grading and Drainage Improvements	LS	1	\$131,582	\$131,582
A3	Electrical Site Improvements & Power/Communication Feeder to FMF	LS	1	\$252,461	\$252,461
A4	FMF Reinforced Concrete Foundation System	LS	1	\$452,000	\$452,000
A5	FMF Structural Steel, Metal Wall and Roof Panel, CMU/Polycarbonate Wall, and Bird Control Systems	LS	1	\$1,249,133	\$1,249,133
A6	FMF Electrical and Lighting Systems	LS	1	\$134,732	\$134,732
A7	FMF Compressed Air System	LS	1	\$85,420	\$85,420
A8	FMF Heated, High-Pressure Wash System	LS	1	\$88,500	\$88,500
A9	FMF 10-Ton Top-Running, Single-Girder Bridge Crane System	LS	1	\$189,750	\$189,750
A10	FMF Fire Suppression Water Storage and Distribution System	LS	1	\$165,147	\$165,147
SUBTOTAL FOR FACILITY A BID ITEMS A1 - A10					\$2,775,086
FACILITY B - PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY (PHHWCF) BID ITEMS					
B1	Subgrade Preparation	LS	1	\$457,091	\$457,091
B2	Electrical Site Improvements	LS	1	\$20,650	\$20,650
B3	PHHWCF Reinforced Concrete Foundation System	LS	1	\$222,631	\$222,631
B4	PHHWCF Asphalt Pavement and Striping	LS	1	\$260,752	\$260,752
B5	PHHWCF Site Drainage Improvements	LS	1	\$101,053	\$101,053
B6	PHHWCF Structural Steel and Roof Panel	LS	1	\$265,264	\$265,264
B7	PHHWCF Electrical and Lighting System	LS	1	\$263,140	\$263,140
B8	PHHWCF Fencing and Gates	LS	1	\$73,750	\$73,750
B9	PHHWCF Accessory Structures	LS	1	\$219,716	\$219,716
SUBTOTAL FOR FACILITY B BID ITEMS B1 - B9					\$1,884,047
TOTAL COST OF PROJECT (SUM OF ADMINISTRATIVE BID ITEMS, FACILITY A BID ITEMS, AND FACILITY B BID ITEMS)					\$4,741,733

TOTAL COST OF PROJECT (State in Figures) \$ 4,741,733

Four Million, Seven Hundred and Forty-One Thousand, Seven Hundred and Thirty-Three Dollars

(Write out Total Amount in Words)

ADMINISTRATIVE PROVISIONS

WORKERS' COMPENSATION CONTRACTOR CERTIFICATE
(Labor Code Sections 1860, 1861 & 3700)

In accordance with the provisions of Section 3700 of the Labor Code, every Contractor shall secure compensation in one or more of the following ways:

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

Labor Code Section 1861 requires each Contractor to whom a public works Contract is awarded shall sign and file with the County the following certification prior to performing the Work of the public works construction Contract:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

By signing this certification, the Contractor understands the requirements of and agrees to comply with the aforementioned requirements.

Name of Contractor: Metro Builders & Engineers Group, Ltd.
By: Fouad Houalla
Title: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavnac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department	
	PHONE (A/C No, Ext): 619-744-0574	FAX (A/C, No): 619-234-8601
E-MAIL ADDRESS: certificates@cavnac.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Indemnity Co of Conn		25682
INSURER B: Travelers Property & Casualty Company of America		25674
INSURER C: Allied World Nat'l Assurance		
INSURER D:		
INSURER E:		
INSURER F:		

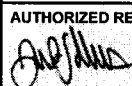
COVERAGES **CERTIFICATE NUMBER:** 1190297704 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CO7839L491	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Prop Dmg Ded \$ 10,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y		BA0L652049	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP11T23902	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> 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/A	UB7J948156	11/1/2018	11/1/2019	<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
C	Professional/Pollution Liability Builders Risk			03098547 TBD	11/1/2018 TBD	11/1/2019 TBD	Each Claim \$ 2,000,000 Aggregate \$ 4,000,000 Limit TBD

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Lamb Canyon Sanitary Landfill - Facility Improvements Project

Additional insured coverage applies to General Liability and Automobile Liability for the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives per policy form. Primary coverage applies to General Liability and Automobile Liability per policy form. Waiver of subrogation applies to Workers Compensation per policy form. Comp/Coll Deductible: \$1,000. If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium Cavnac & Associates will provide 30 days notice of such cancellation or nonrenewal.

CERTIFICATE HOLDER Riverside County Department of Waste Resources 14310 Frederick Street Moreno Valley CA 92553	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A)

POLICY NUMBER: UB7J948156

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

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 Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

Premium is for Contract Term and is subject to adjustment based on the 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 Houalla Enterprises Ltd. dba Metro Builders & Engineers Group, Ltd., a California corporation, (“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(s):

**LAMB CANYON SANITARY LANDFILL
FACILITY IMPROVEMENTS PROJECT**

which shall include the construction of:

- FACILITY A** – FLEET MAINTENANCE FACILITY (FMF)
- &
- FACILITY B** – PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY (PHHWCF)

JUNE 2019

(“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 SureTec Insurance Company (“Surety”), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Four Million, Seven Hundred Forty One Thousand, Seven Hundred Thirty Three Dollars and 00/100 Dollars (\$ 4,741,733.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the 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.

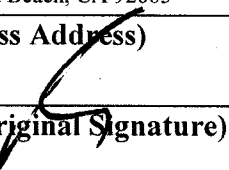
Signature provisions on following page:

Houalla Enterprises, Ltd. DBA Metro Builders & Engineer Group, Ltd.
(Firm Name – Contractor)

Affix Seal if Corporation

2610 Avon Street, Suite A
Newport Beach, CA 92663

(Business Address)

By 
(Original Signature)

Fouad Houalla, President
(Title)

SureTec Insurance Company
(Corporation Name – Surety)

Affix Corporate Seal

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042

(Business Address)

By  JUL 31 2019
(Signature – Attached Notary's Acknowledgment)

Brittany Aceves, Attorney-in-Fact
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

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

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jeffrey W. Cavignac, James P. Schabarum II, Jase Hamilton, Brittany Aceves, Jessica Rodriguez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 25th day of July, A.D. 2019.

SURETEC INSURANCE COMPANY

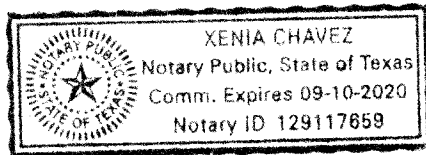
By: _____

John Knox Jr., CEO

State of Texas ss:
County of Harris



On this 25th day of July, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of JUL 31 2019, A.D.

M Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Diego }

On JUL 31 2019 before me, Shannen Sigman, Notary Public,
(Here insert name and title of the officer)

personally appeared Brittany Aceves,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he (s) / she (s) / they executed the same in his (s) / her (s) / their authorized capacity(ies), and that by his (s) / her (s) / 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.



Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

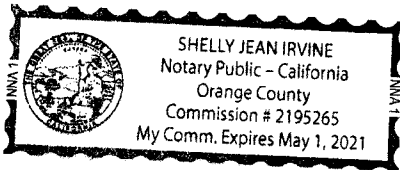
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 7/21/19 before me, Shelly Jean Irvine,
Date Here Insert Name and Title of the Officer
personally appeared Fouad Hourde
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: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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 Houalla Enterprises Ltd. dba Metro Builders & Engineers Group, Ltd., a California corporation, ("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(s):

**LAMB CANYON SANITARY LANDFILL
FACILITY IMPROVEMENTS PROJECT**

which shall include the construction of:

- FACILITY A** – FLEET MAINTENANCE FACILITY (FMF)
- &
- FACILITY B** – PERMANENT HOUSEHOLD HAZARDOUS
WASTE COLLECTION FACILITY (PHHWCF)

JUNE 2019

("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 SureTec Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Four Million, Seven Hundred Forty One Thousand, Seven Hundred Thirty Three Dollars and 00/100 Dollars (\$ 4,741,733.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the 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.

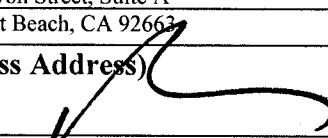
Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Contractor

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:

Houalla Enterprises, Ltd. DBA Metro Builders & Engineer Group, Ltd.
(Firm Name – Contractor)

2610 Avon Street, Suite A
Newport Beach, CA 92663
(Business Address)

By 
(Original Signature)

Fouad Houalla, President
(Title)

SureTec Insurance Company
(Corporation Name – Surety)

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042

(Business Address)
By  **JUL 3 1 2019**

(Signature – Attached Notary's Acknowledgment)
Brittany Aceves, Attorney-in-Fact

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

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jeffrey W. Cavignac, James P. Schabarum II, Jase Hamilton, Brittany Aceves, Jessica Rodriguez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

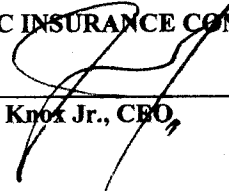
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 25th day of July, A.D. 2019.

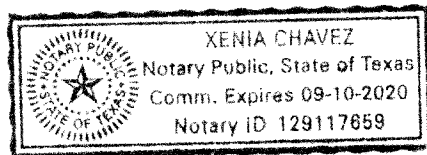
SURETEC INSURANCE COMPANY

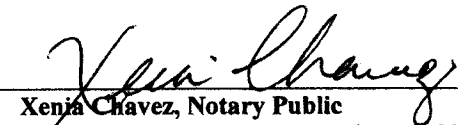
By: 
John Knox Jr., CEO

State of Texas ss:
County of Harris



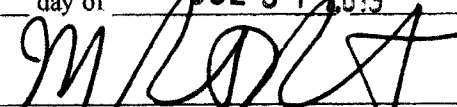
On this 25th day of July, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of JUL 31 2019, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totaily void and without any validity.
For verification of the authority of this power you may call (713) 812-9800 any business day between 8:30 am and 5:00 pm CST.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 }

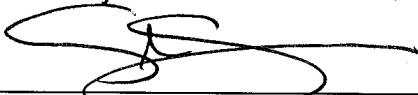
County of San Diego }

On JUL 31 2019 before me, Shannen Sigman, Notary Public,
(Here insert name and title of the officer)

personally appeared Brittany Aceves,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(s)~~ 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.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

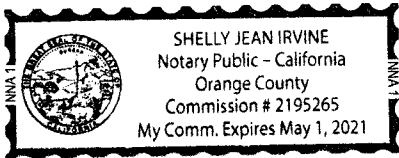
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 7/31/19 before me, Shelly Jean Irvine
Date Here Insert Name and Title of the Officer
personally appeared Fouad Houeik
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: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

10A2

**DECLARATION OF SUFFICIENCY OF FUNDS
(California Labor Code Section 2810)**

Metro Builders & Engineers

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

- 1. The Bidder's employer identification number for state tax purposes is:
C1432497
- 2. The Bidder's workers' compensation insurance policy number is:
UB7J948156

and the name, address, and telephone number of the insurance carrier providing said insurance is:

Cavignac & Associates
450 B Street, Ste. 1800, San Diego, CA 92101
(619) 744-0546

- 3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder's Bid [Insert information requested. Attach additional sheets, if needed.]:

<i>Vehicle</i>	<i>Vehicle ID #</i>	<i>Vehicle Liability Insurance Policy Number (of policy covering vehicle)</i>	<i>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</i>
Dodge Ram	8M12394	BA0L652049	Travelers Vy Twinam; (619) 744-0583 450 B Street, 18th Floor, San Diego, CA 92101
Chevy S1500	50271P1	BA0L652049	Travelers Vy Twinam; (619) 744-0583 450 B Street, 18th Floor, San Diego, CA 92101
Chevy 12ft Stake Bed	56489H1	BA0L652049	Travelers Vy Twinam; (619) 744-0583 450 B Street, 18th Floor, San Diego, CA 92101
International 4700 22ft Stake Bed	5T98534	BA0L652049	Travelers Vy Twinam; (619) 744-0583 450 B Street, 18th Floor, San Diego, CA 92101
Isuzu NRD 14ft Stake bed truck	01222G1	BA0L652049	Travelers Vy Twinam; (619) 744-0583 450 B Street, 18th Floor, San Diego, CA 92101
Chevy 3500 12ft Stake Bed Truck	7G09481	BA0L652049	Travelers Vy Twinam; (619) 744-0583 450 B Street, 18th Floor, San Diego, CA 92101

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

None

↳ See attached

**DECLARATION OF SUFFICIENCY OF FUNDS
(California Labor Code Section 2810)**

Metro Builders & Engineers

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

1. The Bidder's employer identification number for state tax purposes is:
C1432497

2. The Bidder's workers' compensation insurance policy number is:
UB7J948156

and the name, address, and telephone number of the insurance carrier providing said insurance is:

Cavignac & Associates
450 B Street, Ste. 1800, San Diego, CA 92101
(619) 744-0546

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder's Bid [Insert information requested. Attach additional sheets, if needed.]:

<i>Vehicle</i>	<i>Vehicle ID #</i>	<i>Vehicle Liability Insurance Policy Number (of policy covering vehicle)</i>	<i>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</i>
International 4700 22ft Stake Bed Truck	8P91923	BA0L652049	Travelers Vy Twinam; (619) 744-0583 450 B Street, 18th Floor, San Diego, CA 92101
Mitsubishi Fuso Utility Truck	8S97168	BA0L652049	Travelers Vy Twinam; (619) 744-0583 450 B Street, 18th Floor, San Diego, CA 92101
Ford F250	96642D2	BA0L652049	Travelers Vy Twinam; (619) 744-0583 450 B Street, 18th Floor, San Diego, CA 92101

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

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

<i>Total Number of Workers</i>	<i>Total Amount of Wages</i>	<i>Date(s) for Payment of Wages</i>
10	Per DIR prevailing wage rate (see attached)	Thursday (Weekly)

(see attached)

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

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

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

<i>List of Independent Contractors</i>	<i>Current Local, State and Federal Contractor License Identification Number</i>
Bid Listed Subs (See Attached)	

↑ (see attached)

503: Lamb Canyon**List of Independent Contractors**

Name & Address	CSLB Number	DIR
Pacific Crain & Hoist; 325-C N Puente St., Brea, CA 92821	912179	1000039582
Hardy & Harper; 1312 E. Warner Ave., Santa Ana, CA 92705	215952	1000000076
CST Storage; 903 E 104th St, Ste. 900, Kansas City, MO 64131	1053983	1000012228

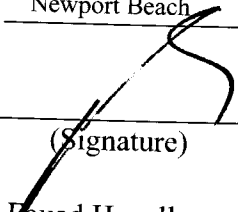
503: Lamb Canyon Estimated Employee List

Employee Name	Trade	Total Hourly
David Jackson	Electrician	87.55
Adam Jackson	Electrician	87.55
Francisco Provisor	Laborer	70.55
Josimar Magallanes	Laborer	64.94
Marco Desaida	Laborer	64.94
Jose I Perez	Ironworker	91.42
Jimmy Jimenez	Ironworker	91.42
Antonio Cadena	Carpenter	71.40
Arthur Perez	Cement Mason	76.97
Jesus Gudino	Operator	88.66

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

- The statement of number of independent Contractors declared in Paragraph 7, above, is a statement of the actual number of independent Contractors that will be utilized.
- The actual number of independent Contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent Contractors declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of independent Contractors that will be utilized, and if and when the actual number of independent Contractors and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 30th day of July, in the year 2019 at Newport Beach, California.



(Signature)

Fouad Houalla

Type Name of Signer:

Metro Builders & Engineers Group, Ltd.

Type Name of Bidder: