

FORM APPROVED COUNTY COUNSEL  
 BY: 4/4 Victor 6/10/09  
 DATE: MARSHAL VICTOR

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

225A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
 June 15, 2009

**SUBJECT:** Construction of regional trail on Bain Street, 450' North of Limonite Avenue to Galena Street, Mira Loma area.

**RECOMMENDED MOTION:** That the Board accept the low bid of Sierra Landscape company, Inc. of Palm Desert, CA in the amount of \$211,900. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

**BACKGROUND:** By Minute Order dated April 7, 2009 (agenda item 3.41) the Board authorized the Clerk of the Board to advertise for the construction of a regional trail on Bain Street, 450' North of Limonite Avenue to Galena Street, Mira Loma area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, May 6, 2009. Twenty responsive bids were received. The lowest and best bid was submitted by Sierra Landscape company, Inc. of Palm Desert, CA in the amount of \$211,900. The bid is \$167,150 (44%) less

Juan C. Perez  
 Director of Transportation

JCP:jrj  
 (Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 211,900	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2008/2009

<b>SOURCE OF FUNDS:</b> Riverside County Regional Parks and Open Space District (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
 BY:   
 Tina Grande  
 County Executive Office Signature

Dep't Recomm.:  Policy  Consent  
 Per Exec. Ofc.:  Policy  Consent

Prev. Agn. Ref. 4/28/09, Item 3.27 | District: 2 | Agenda Number:  
 4/7/09, Item 3.41  
 3/3/09, Item 3.31

The Honorable Board of Supervisors

RE: Construction of regional trail on Bain Street, 450' North of Limonite Avenue to Galena Street, Mira Loma area.

June 15, 2009

Page 2 of 2

than the Engineer's Estimate.

The proposed trail is located about 35' from the existing edge of pavement and includes the construction of a 10 feet wide decomposed granite path with a two foot buffer on each side of the regional trail, a wood post fence and associated improvements within the 2-miles long segment along the west side of the San Sevaine Flood Control Channel's chain link fence.

By minute order dated March 3, 2009 (Agenda item 3.31) the Board approved the project's funding agreement between the County and the Regional Parks and Open Space District (Parks).

The Contractor has executed the contract and has provided bonds and insurance certificate documents which meet the requirements of the contract.

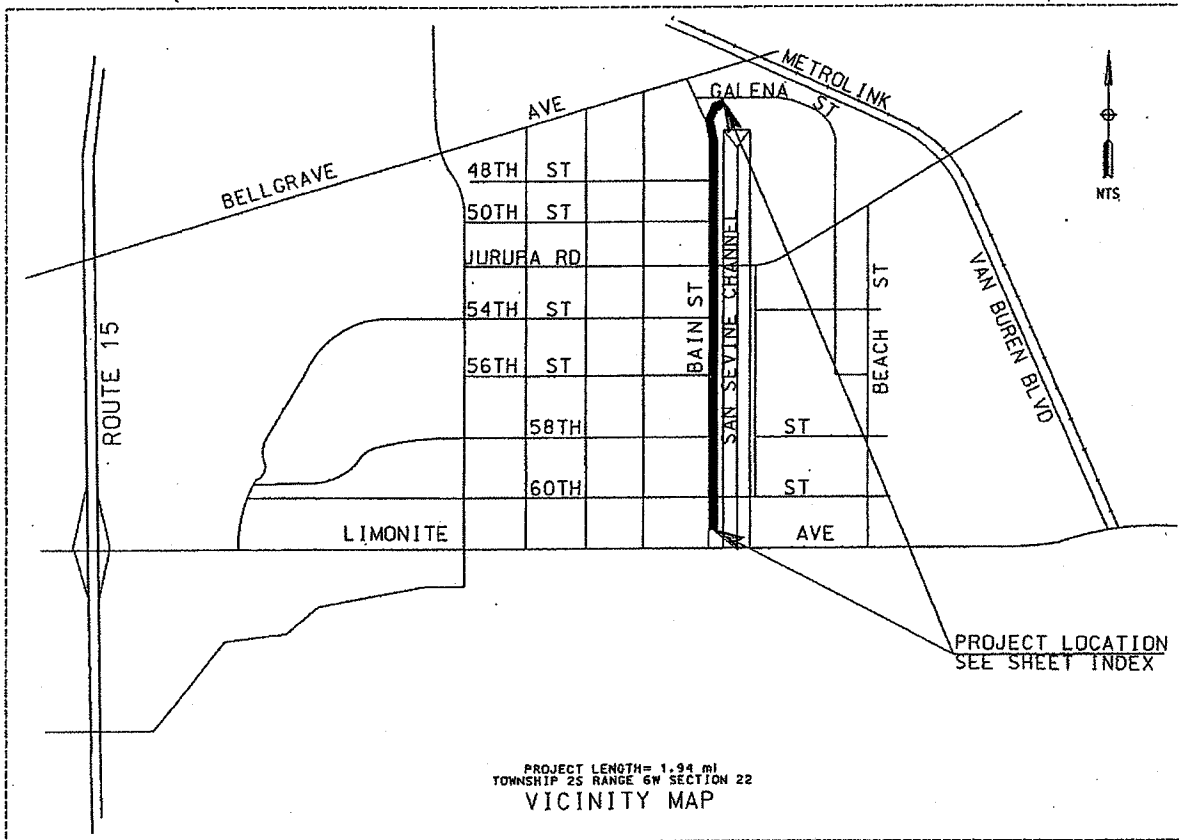
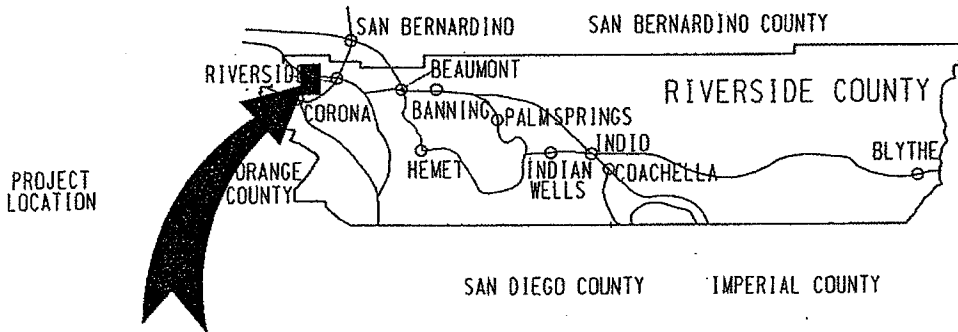
The contractor is qualified.

Project Numbers: B8-0693

C O U N T Y   O F   R I V E R S I D E

# BAIN STREET

REGIONAL TRAIL  
450' NORTH OF LIMONITE AVENUE  
TO GALENA STREET  
PROJECT NO. B8-0693



# Attachment "A"

Riverside County Transportation Department

Project: **Bain Street Regional Trail**

Project No.(s): **B8-0693**

Expenses as of 5/21/09

## Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental		1,000	1,000	5,000
Design	84,000		84,000	36,000
Right-of-way				5,000
Utilities	1,000		1,000	1,000
Construction		211,900	211,900	526,000
Construction Contingency 25.0%		52,975	52,975	
Construction Engineering & Inspection	3,000	48,000	51,000	51,000
Construction Survey		16,000	16,000	16,000
<b>Totals:</b>	<b>88,000</b>	<b>329,875</b>	<b>417,875</b>	<b>640,000</b>

## Project Funding

Code	Name	Existing Budget
815	County Regional Parks and Open Space District	640,000
<b>Totals</b>		<b>640,000</b>

## Comments

**ENCUMBRANCE INFORMATION  
FOR BOARD OF SUPERVISORS APPROVED CONTRACTS  
COUNTY OF RIVERSIDE**

B-PO NO.:   B  

BOS APPROVAL DATE: \_\_\_\_\_  
AGENDA NUMBER: \_\_\_\_\_

VENDOR NAME AND ADDRESS:  
  
**Sierra Landscape Company**  
**73771 Dinah Shore Drive, Suite 200**  
**Palm Desert, CA 92211**  
**(760) 328-8900**

DEPT: **Transportation**  
 DATE: **May 21, 2009**  
 BUDGET F.Y.: **2008 / 2009**

VENDOR CODE: \_\_\_\_\_  
 TRANS CODE:   **PO**    
 TRANS DEPT: **3130500000**  
 DOCUMENT TOTAL: **\$ 211,900.00**

LINE NO.	FUND	DEPT.	ORG.	SUB ORG.	APPR. CODE	OBJECT	ACTIVITY	JOB/PROJECT	LINE AMOUNT
	<b>20000</b>								

**NOTE:**

Fund 20000 is exempt from encumbering construction contracts per agreement with A-C General Accounting Division.

<p><input checked="" type="checkbox"/> Regular contract or Blanket contract.                  If blanket: Encumber, Do not encumber.                   Current year contract, or Multi-year contract.</p>	<p>If multi-year contract, encumbrance amount for:                  First year \$ <u>  N/A  </u>                  Second year \$ _____                  Third year \$ _____</p>
<p>CONTRACT DESCRIPTION:   <b>Bain Street 10' Regional Trail                  Project No. B8-0693</b></p>	

PREPARED BY: **Joel Jimenez**  
 DATE: **May 21, 2009**  
 APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

PHONE: (951) 955-1537

A-C ENCUMBRANCE: \_\_\_\_\_  
 ENCUMBERED BY: \_\_\_\_\_

**Form 11 Attachment**

**Contract/Lease/Purchase Summary Data**

**Contract (for Services)**

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

**Lease**

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

**Purchase (for Materials)**

- Sole Source
- Other than Low Bid
- Change Order

**Selection Committee Member Names (RFP's Only)**

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

<b>Vendor/Lessor Name:</b>	Sierra Landscape Co. Inc.
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**Minority**

Status:  M  W  DV  None

<b>Vendor/Lessor Location:</b>	Palm Desert, CA
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Local Preference Applied:  Yes  No  N/A

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

Local Preference FYTD: Cost \$ # of Orders

**Applicable Board Policy #**

**Comments:**

**RFQ/RFP Process:**

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

**Bidding Process:**

Bid Range: \$ 211,900.00 to \$ 381,375.00  
Local Bid Range: N/A  
Responsive and Responsible Bid Range: \$ 211,900.00 to \$ 381,375.00

**Contract/Lease Renewals Only**

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

**NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT**

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Bain Street 10' Regional Trail. 450' North of Limonite  
Ave. to Galena Street.**

**Advertised: April 7, 2009 (Agenda Item: 3.41)  
Bids Open: 2 pm Date: Wednesday, May 6, 2009**

**PROJECT NO. B8-0693**

COUNTY'S ESTIMATE				SIERRA LANDSCAPE COMPANY, INC. Palm Desert, CA 92211		
ITEM NO./ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	BID ESTIMATE	
1	DUST ABATEMENT	LS	1	4,000.00	2,000.00	
2	WATER POLLUTION CONTROL	LS	1	10,000.00	1,500.00	
3	TRAFFIC CONTROL SYSTEM [INCLUDING CONSTRUCTION AREA SIGNS]	LS	1	4,000.00	2,500.00	
4	SALVAGE METAL BEAM GUARD RAILING	LF	150	40.00	10.00	
5	RECONSTRUCT METAL BEAM GUARD RAILING (WOOD POST) [Per A77F1 and A78E1]	LF	50	85.00	55.00	
6	CLEARING AND GRUBBING [INCLUDING INLET CLEANING]	LS	1	5,000.00	1,000.00	
7	ROADWAY EXCAVATION [EARTHWORK INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE]	SQYD	12,800	3.50	44,800.00	
8	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33' AND 0.25'), INCLUDING SOIL STABILIZER	LS	1	90,000.00	94,100.00	
9	CLASS 2 AGGREGATE BASE	CY	95	40.00	3,800.00	
10	WOOD FENCE [PER DETAIL "D"]	LF	9,600	20.00	192,000.00	
11	PIPE SWING GATE PER RCFC&D & WCD STD M820 [MODIFIED]	EA	2	2,000.00	4,000.00	
12	6" DIA PERMANENT GUARD POST	EA	12	100.00	1,200.00	
13	METAL BEAM GUARD RAILING A77L2 TERMINAL SYSTEM (TYPE SKT)	LS	1	10,000.00	500.00	
<b>PROJECT TOTAL</b>					<b>379,050.00</b>	<b>211,900.00</b>
ITEMS 1-13						

S AND S GRADING AND PAVING, INC. Notco, CA 92860				HILLCREST CONTRACTING, INC. Corona, CA 92878		
ITEM NO./ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	
1	DUST ABATEMENT	LS	1	2,000.00	5,500.00	
2	WATER POLLUTION CONTROL	LS	1	2,500.00	3,900.00	
3	TRAFFIC CONTROL SYSTEM [INCLUDING CONSTRUCTION AREA SIGNS]	LS	1	1,000.00	4,350.00	
4	SALVAGE METAL BEAM GUARD RAILING	LF	150	16.50	2,475.00	
5	RECONSTRUCT METAL BEAM GUARD RAILING (WOOD POST) [Per A77F1 and A78E1]	LF	50	66.00	3,300.00	
6	CLEARING AND GRUBBING [INCLUDING INLET CLEANING]	LS	1	1,000.00	1,000.00	
7	ROADWAY EXCAVATION [EARTHWORK INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE]	SQYD	12,800	2.14	27,392.00	
8	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33' AND 0.25'), INCLUDING SOIL STABILIZER	LS	1	94,196.00	94,196.00	
9	CLASS 2 AGGREGATE BASE	CY	95	61.00	5,795.00	
10	WOOD FENCE [PER DETAIL "D"]	LF	9,600	7.15	68,640.00	
11	PIPE SWING GATE PER RCFC&D & WCD STD M820 [MODIFIED]	EA	2	1,050.00	2,100.00	
12	6" DIA PERMANENT GUARD POST	EA	12	255.00	3,060.00	
13	METAL BEAM GUARD RAILING A77L2 TERMINAL SYSTEM (TYPE SKT)	LS	1	3,950.00	3,950.00	
<b>PROJECT TOTAL</b>					<b>217,408.00</b>	<b>222,731.00</b>
ITEMS 1-13						

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Bain Street 10' Regional Trail. 450' North of Limonite  
Ave. to Galena Street.**

**Advertised: April 7, 2009 (Agenda Item: 3.41)  
Bids Open: 2 pm Date: Wednesday, May 6, 2009**

**PROJECT NO. B8-0693**

		SUKUT CONSTRUCTION, INC. Riverside, CA 92505			GRAND PACIFIC CONTRACTORS, INC. Corona, CA 92880			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	8,900.00	8,900.00	2,500.00	2,500.00
2	074020	WATER POLLUTION CONTROL	LS	1	1,400.00	1,400.00	2,500.00	2,500.00
3	120100	TRAFFIC CONTROL SYSTEM [INCLUDING CONSTRUCTION AREA SIGNS]	LS	1	26,700.00	26,700.00	8,000.00	8,000.00
4	151272	SALVAGE METAL BEAM GUARD RAILING	LF	150	15.50	2,325.00	22.00	3,300.00
5	151625	RECONSTRUCT METAL BEAM GUARD RAILING (WOOD POST) [Per A77F1 and A78E1]	LF	50	82.00	4,100.00	55.00	2,750.00
6	160101	CLEARING AND GRUBBING [INCLUDING INLET CLEANING]	LS	1	1,000.00	1,000.00	4,500.00	4,500.00
7	190101	ROADWAY EXCAVATION [EARTHWORK INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE]	SQYD	12,800	1.60	20,480.00	2.25	28,800.00
8	000003	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33' AND 0.25'), INCLUDING SOIL STABILIZER	LS	1	77,000.00	77,000.00	49,086.00	49,086.00
9	260201	CLASS 2 AGGREGATE BASE	CY	95	68.00	6,460.00	30.50	2,897.50
10	800701	WOOD FENCE [PER DETAIL "D"]	LF	9,600	7.20	69,120.00	11.22	107,712.00
11	000003	PIPE SWING GATE PER RCFCO & WCD STD M820 [MODIFIED]	EA	2	1,200.00	2,400.00	3,300.00	6,600.00
12	000003	6" DIA PERMANENT GUARD POST	EA	12	450.00	5,400.00	698.50	8,382.00
13	832001	METAL BEAM GUARD RAILING A77L2 TERMINAL SYSTEM (TYPE SKT)	LS	1	5,000.00	5,000.00	8,470.00	8,470.00
<b>PROJECT TOTAL</b>						<b>230,285.00</b>		<b>235,497.50</b>
<b>ITEMS 1-13</b>								

		LIGHTNING FENCE CO., INC. Poway, CA 92064			POST EARTHWORKS CONSTRUCTORS INC. Anaheim, CA 92806			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	3,300.00	3,300.00	3,495.55	3,495.55
2	074020	WATER POLLUTION CONTROL	LS	1	5,500.00	5,500.00	3,100.00	3,100.00
3	120100	TRAFFIC CONTROL SYSTEM [INCLUDING CONSTRUCTION AREA SIGNS]	LS	1	4,800.00	4,800.00	1,840.00	1,840.00
4	151272	SALVAGE METAL BEAM GUARD RAILING	LF	150	28.00	4,200.00	8.58	1,287.00
5	151625	RECONSTRUCT METAL BEAM GUARD RAILING (WOOD POST) [Per A77F1 and A78E1]	LF	50	49.00	2,450.00	75.00	3,750.00
6	160101	CLEARING AND GRUBBING [INCLUDING INLET CLEANING]	LS	1	1,700.00	1,700.00	850.00	850.00
7	190101	ROADWAY EXCAVATION [EARTHWORK INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE]	SQYD	12,800	1.85	23,680.00	2.82	36,096.00
8	000003	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33' AND 0.25'), INCLUDING SOIL STABILIZER	LS	1	82,500.00	82,500.00	113,292.30	113,292.30
9	260201	CLASS 2 AGGREGATE BASE	CY	95	30.00	2,850.00	81.80	7,771.00
10	800701	WOOD FENCE [PER DETAIL "D"]	LF	9,600	9.89	94,944.00	6.84	65,664.00
11	000003	PIPE SWING GATE PER RCFCO & WCD STD M820 [MODIFIED]	EA	2	2,300.00	4,600.00	1,300.00	2,600.00
12	000003	6" DIA PERMANENT GUARD POST	EA	12	500.00	6,000.00	249.00	2,988.00
13	832001	METAL BEAM GUARD RAILING A77L2 TERMINAL SYSTEM (TYPE SKT)	LS	1	2,100.00	2,100.00	4,200.00	4,200.00
<b>PROJECT TOTAL</b>						<b>238,624.00</b>		<b>246,933.85</b>
<b>ITEMS 1-13</b>								

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Bain Street 10' Regional Trail. 450' North of Limonite Ave. to Galena Street.**

**Advertised: April 7, 2009 (Agenda Item: 3.41 )**

**Bids Open: 2 pm Date: Wednesday, May 6, 2009**

**PROJECT NO. B8-0693**

ITEM NO./ITEM CODE		CONTRACT ITEM		UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	EXCAVATING ENGINEERS, INC. Bonsall, CA 92003	
1	066102	DUST ABATEMENT		LS	1	1,000.00	1,000.00	7,000.00	7,000.00
2	074020	WATER POLLUTION CONTROL		LS	1	3,000.00	3,000.00	2,500.00	2,500.00
3	120100	TRAFFIC CONTROL SYSTEM [INCLUDING CONSTRUCTION AREA SIGNS]		LS	1	10,000.00	10,000.00	3,000.00	3,000.00
4	151272	SALVAGE METAL BEAM GUARD RAILING		LF	150	4.00	600.00	20.00	3,000.00
5	151625	RECONSTRUCT METAL BEAM GUARD RAILING (WOOD POST) [Per A77F1 and A78E1]		LF	50	15.00	750.00	25.00	1,250.00
6	160101	CLEARING AND GRUBBING [INCLUDING INLET CLEANING]		LS	1	3,000.00	3,000.00	1,000.00	1,000.00
7	190101	ROADWAY EXCAVATION [EARTHWORK INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE]		SQYD	12,800	2.50	32,000.00	2.50	32,000.00
8	000003	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33' AND 0.25'), INCLUDING SOIL STABILIZER		LS	1	113,999.00	113,999.00	108,000.00	108,000.00
9	260201	CLASS 2 AGGREGATE BASE		CY	95	40.00	3,800.00	60.00	5,700.00
10	800701	WOOD FENCE [PER DETAIL "D"]		LF	9,600	8.00	76,800.00	8.00	76,800.00
11	000003	PIPE SWING GATE PER RCFCD & WCD STD M820 [MODIFIED]		EA	2	1,500.00	3,000.00	800.00	1,600.00
12	000003	6" DIA PERMANENT GUARD POST		EA	12	150.00	1,800.00	215.00	2,580.00
13	832001	METAL BEAM GUARD RAILING A77L2 TERMINAL SYSTEM (TYPE SKT)		LS	1	500.00	500.00	7,000.00	7,000.00
<b>PROJECT TOTAL</b>							<b>250,249.00</b>		<b>251,430.00</b>
<b>ITEMS 1-13</b>									

ITEM NO./ITEM CODE		CONTRACT ITEM		UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	WHEELER PAVING, INC. Riverside, CA 92509	
1	066102	DUST ABATEMENT		LS	1	2,000.00	2,000.00	3,000.00	3,000.00
2	074020	WATER POLLUTION CONTROL		LS	1	2,500.00	2,500.00	5,000.00	5,000.00
3	120100	TRAFFIC CONTROL SYSTEM [INCLUDING CONSTRUCTION AREA SIGNS]		LS	1	6,000.00	6,000.00	12,000.00	12,000.00
4	151272	SALVAGE METAL BEAM GUARD RAILING		LF	150	15.50	2,325.00	10.00	1,500.00
5	151625	RECONSTRUCT METAL BEAM GUARD RAILING (WOOD POST) [Per A77F1 and A78E1]		LF	50	62.00	3,100.00	85.00	4,250.00
6	160101	CLEARING AND GRUBBING [INCLUDING INLET CLEANING]		LS	1	6,000.00	6,000.00	3,500.00	3,500.00
7	190101	ROADWAY EXCAVATION [EARTHWORK INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE]		SQYD	12,800	3.00	38,400.00	3.12	39,936.00
8	000003	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33' AND 0.25'), INCLUDING SOIL STABILIZER		LS	1	105,000.00	105,000.00	110,000.00	110,000.00
9	260201	CLASS 2 AGGREGATE BASE		CY	95	135.00	12,825.00	65.00	6,175.00
10	800701	WOOD FENCE [PER DETAIL "D"]		LF	9,600	7.00	67,200.00	7.80	74,880.00
11	000003	PIPE SWING GATE PER RCFCD & WCD STD M820 [MODIFIED]		EA	2	1,000.00	2,000.00	1,500.00	3,000.00
12	000003	6" DIA PERMANENT GUARD POST		EA	12	240.00	2,880.00	300.00	3,600.00
13	832001	METAL BEAM GUARD RAILING A77L2 TERMINAL SYSTEM (TYPE SKT)		LS	1	3,500.00	3,500.00	5,000.00	5,000.00
<b>PROJECT TOTAL</b>							<b>253,730.00</b>		<b>271,841.00</b>
<b>ITEMS 1-13</b>									

# Riverside County Transportation Department Summary of Bids

PROJECT: Bain Street 10' Regional Trail. 450' North of Limonite Ave. to Galena Street.

Advertised: April 7, 2009 (Agenda Item: 3.41)  
Bids Open: 2 pm Date: Wednesday, May 6, 2009

PROJECT NO. B8-0693

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BELAIRE-WEST LANDSCAPE, INC. Buena Park, CA 90620	BID UNIT PRICE	BID ESTIMATE	NATURE TECH LANDSCAPING, INC. Riverside, CA 92507	BID UNIT PRICE	BID ESTIMATE	
1	066102	DUST ABATEMENT	LS	1	2,000.00	2,000.00		24,170.00	24,170.00		24,170.00	24,170.00	
2	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00		19,110.00	19,110.00		19,110.00	19,110.00	
3	120100	TRAFFIC CONTROL SYSTEM [INCLUDING CONSTRUCTION AREA SIGNS]	LS	1	2,000.00	2,000.00		4,735.00	4,735.00		4,735.00	4,735.00	
4	151272	SALVAGE METAL BEAM GUARD RAILING	LF	150	15.00	2,250.00		15.75	2,362.50		15.75	2,362.50	
5	151625	RECONSTRUCT METAL BEAM GUARD RAILING (WOOD POST) [Per A77F1 and A78E1]	LF	50	70.00	3,500.00		50.75	2,537.50		50.75	2,537.50	
6	160101	CLEARING AND GRUBBING [INCLUDING INLET CLEANING]	LS	1	1,000.00	1,000.00		10,500.00	10,500.00		10,500.00	10,500.00	
7	190101	ROADWAY EXCAVATION [EARTHWORK INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE]	SQYD	12,800	2.50	32,000.00		2.70	34,560.00		2.70	34,560.00	
8	000003	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33' AND 0.25'), INCLUDING SOIL STABILIZER	LS	1	140,000.00	140,000.00		114,150.00	114,150.00		114,150.00	114,150.00	
9	260201	CLASS 2 AGGREGATE BASE	CY	95	100.00	9,500.00		56.35	5,353.25		56.35	5,353.25	
10	800701	WOOD FENCE [PER DETAIL "D"]	LF	9,600	7.15	68,640.00		6.85	65,760.00		6.85	65,760.00	
11	000003	PIPE SWING GATE PER RCFCD & WCD STD M820 [MODIFIED]	EA	2	1,100.00	2,200.00		997.50	1,995.00		997.50	1,995.00	
12	000003	6" DIA PERMANENT GUARD POST	EA	12	260.00	3,120.00		242.50	2,910.00		242.50	2,910.00	
13	832001	METAL BEAM GUARD RAILING A77L2 TERMINAL SYSTEM (TYPE SKT)	LS	1	4,000.00	4,000.00		2,538.75	2,538.75		2,538.75	2,538.75	
<b>PROJECT TOTAL</b>											<b>272,210.00</b>		<b>290,682.00</b>
<b>ITEMS 1-13</b>													

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	IMPERIAL PAVING CO. Santa Fe Springs, CA 90670	BID UNIT PRICE	BID ESTIMATE	MEGA WAY ENTERPRISES Pomona, CA 91766	BID UNIT PRICE	BID ESTIMATE	
1	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00		2,000.00	2,000.00		2,000.00	2,000.00	
2	074020	WATER POLLUTION CONTROL	LS	1	15,000.00	15,000.00		2,500.00	2,500.00		2,500.00	2,500.00	
3	120100	TRAFFIC CONTROL SYSTEM [INCLUDING CONSTRUCTION AREA SIGNS]	LS	1	20,000.00	20,000.00		4,000.00	4,000.00		4,000.00	4,000.00	
4	151272	SALVAGE METAL BEAM GUARD RAILING	LF	150	3.00	450.00		3.50	525.00		3.50	525.00	
5	151625	RECONSTRUCT METAL BEAM GUARD RAILING (WOOD POST) [Per A77F1 and A78E1]	LF	50	12.00	600.00		11.25	562.50		11.25	562.50	
6	160101	CLEARING AND GRUBBING [INCLUDING INLET CLEANING]	LS	1	1,000.00	1,000.00		1,000.00	1,000.00		1,000.00	1,000.00	
7	190101	ROADWAY EXCAVATION [EARTHWORK INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE]	SQYD	12,800	1.00	12,800.00		5.00	64,000.00		5.00	64,000.00	
8	000003	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33' AND 0.25'), INCLUDING SOIL STABILIZER	LS	1	134,000.00	134,000.00		132,000.00	132,000.00		132,000.00	132,000.00	
9	260201	CLASS 2 AGGREGATE BASE	CY	95	40.00	3,800.00		45.00	4,275.00		45.00	4,275.00	
10	800701	WOOD FENCE [PER DETAIL "D"]	LF	9,600	10.00	96,000.00		8.75	84,000.00		8.75	84,000.00	
11	000003	PIPE SWING GATE PER RCFCD & WCD STD M820 [MODIFIED]	EA	2	1,500.00	3,000.00		1,120.00	2,240.00		1,120.00	2,240.00	
12	000003	6" DIA PERMANENT GUARD POST	EA	12	100.00	1,200.00		115.00	1,380.00		115.00	1,380.00	
13	832001	METAL BEAM GUARD RAILING A77L2 TERMINAL SYSTEM (TYPE SKT)	LS	1	500.00	500.00		350.00	350.00		350.00	350.00	
<b>PROJECT TOTAL</b>											<b>293,350.00</b>		<b>298,832.50</b>
<b>ITEMS 1-13</b>													

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Bain Street 10' Regional Trail. 450' North of Limonite Ave. to Galena Street.**

**Advertised: April 7, 2009 (Agenda Item: 3.41 )  
Bids Open: 2 pm Date: Wednesday, May 6, 2009**

**PROJECT NO. B8-0693**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	10,850.00	10,850.00	22,226.00	22,226.00
2	074020	WATER POLLUTION CONTROL	LS	1	8,550.00	8,550.00	2,038.00	2,038.00
3	120100	TRAFFIC CONTROL SYSTEM [INCLUDING CONSTRUCTION AREA SIGNS]	LS	1	7,775.00	7,775.00	3,093.00	3,093.00
4	151272	SALVAGE METAL BEAM GUARD RAILING	LF	150	3.20	480.00	19.00	2,850.00
5	151625	RECONSTRUCT METAL BEAM GUARD RAILING (WOOD POST) [Per A77F1 and A78E1]	LF	50	10.50	525.00	74.00	3,700.00
6	160101	CLEARING AND GRUBBING [INCLUDING INLET CLEANING]	LS	1	1,000.00	1,000.00	1,918.00	1,918.00
7	190101	ROADWAY EXCAVATION [EARTHWORK INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE]	SQYD	12,800	7.40	94,720.00	3.98	50,944.00
8	000003	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33' AND 0.25'), INCLUDING SOIL STABILIZER	LS	1	97,075.00	97,075.00	125,195.00	125,195.00
9	260201	CLASS 2 AGGREGATE BASE	CY	95	46.00	4,370.00	146.00	13,870.00
10	800701	WOOD FENCE [PER DETAIL "D"]	LF	9,600	7.95	76,320.00	7.93	76,128.00
11	000003	PIPE SWING GATE PER RCFCO & WCD STD M820 [MODIFIED]	EA	2	1,050.00	2,100.00	1,159.00	2,318.00
12	000003	6" DIA PERMANENT GUARD POST	EA	12	105.00	1,260.00	282.00	3,384.00
13	832001	METAL BEAM GUARD RAILING A77L2 TERMINAL SYSTEM (TYPE SKT)	LS	1	315.00	315.00	4,269.00	4,269.00
<b>PROJECT TOTAL</b>								
<b>ITEMS 1-13</b>						<b>305,340.00</b>		<b>311,933.00</b>

**L.D. ANDERSON, INC.**  
Bloomington, CA 92316

**C.S. LEGACY CONSTRUCTION, INC.**  
Chino, CA 91710

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	11,700.00	11,700.00	10,000.00	10,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	13,400.00	13,400.00	68,000.00	68,000.00
3	120100	TRAFFIC CONTROL SYSTEM [INCLUDING CONSTRUCTION AREA SIGNS]	LS	1	4,100.00	4,100.00	8,000.00	8,000.00
4	151272	SALVAGE METAL BEAM GUARD RAILING	LF	150	17.00	2,550.00	9.50	1,425.00
5	151625	RECONSTRUCT METAL BEAM GUARD RAILING (WOOD POST) [Per A77F1 and A78E1]	LF	50	71.00	3,550.00	82.50	4,125.00
6	160101	CLEARING AND GRUBBING [INCLUDING INLET CLEANING]	LS	1	15,800.00	15,800.00	1,000.00	1,000.00
7	190101	ROADWAY EXCAVATION [EARTHWORK INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE]	SQYD	12,800	7.00	89,600.00	7.50	96,000.00
8	000003	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33' AND 0.25'), INCLUDING SOIL STABILIZER	LS	1	105,700.00	105,700.00	85,000.00	85,000.00
9	260201	CLASS 2 AGGREGATE BASE	CY	95	76.00	7,220.00	22.00	2,090.00
10	800701	WOOD FENCE [PER DETAIL "D"]	LF	9,600	7.60	72,960.00	7.50	72,000.00
11	000003	PIPE SWING GATE PER RCFCO & WCD STD M820 [MODIFIED]	EA	2	1,100.00	2,200.00	1,500.00	3,000.00
12	000003	6" DIA PERMANENT GUARD POST	EA	12	300.00	3,600.00	275.00	3,300.00
13	832001	METAL BEAM GUARD RAILING A77L2 TERMINAL SYSTEM (TYPE SKT)	LS	1	4,100.00	4,100.00	4,500.00	4,500.00
<b>PROJECT TOTAL</b>								
<b>ITEMS 1-13</b>						<b>336,480.00</b>		<b>358,440.00</b>

**LANDMARK SITE CONTRACTORS**  
Perris, CA 92570

**ROBERT EDMONDSON, INC.**  
dba EDMONDSON CONSTRUCTION CO.  
Lake Elsinore, CA 92531

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Bain Street 10' Regional Trail. 450' North of Limonite Ave. to Galena Street.**

**Advertised: April 7, 2009 (Agenda Item: 3.41 )  
Bids Open: 2 pm Date: Wednesday, May 6, 2009**

**PROJECT NO. B8-0693**

**R.J. BULLARD CONSTRUCTION, INC.  
Bonsall, CA 92003**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	5,000.00	5,000.00
3	120100	TRAFFIC CONTROL SYSTEM [INCLUDING CONSTRUCTION AREA SIGNS]	LS	1	20,000.00	20,000.00
4	151272	SALVAGE METAL BEAM GUARD RAILING	LF	150	20.00	3,000.00
5	151825	RECONSTRUCT METAL BEAM GUARD RAILING (WOOD POST) [Per A77F1 and A78E1]	LF	50	100.00	5,000.00
6	160101	CLEARING AND GRUBBING [INCLUDING INLET CLEANING]	LS	1	1,000.00	1,000.00
7	190101	ROADWAY EXCAVATION [EARTHWORK INCLUDING RECOMPACTION OF EXISTING SOIL AREA AND PROFILE GRADE]	SGYD	12,800	11.00	140,800.00
8	000003	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33' AND 0.25'), INCLUDING SOIL STABILIZER	LS	1	115,000.00	115,000.00
9	260201	CLASS 2 AGGREGATE BASE	CY	95	65.00	6,175.00
10	800701	WOOD FENCE [PER DETAIL "D"]	LF	9,600	7.00	67,200.00
11	000003	PIPE SWING GATE PER RCFCO & WCD STD M820 [MODIFIED]	EA	2	1,100.00	2,200.00
12	000003	6" DIA PERMANENT GUARD POST	EA	12	500.00	6,000.00
13	832001	METAL BEAM GUARD RAILING A77L2 TERMINAL SYSTEM (TYPE SKT)	LS	1	5,000.00	5,000.00
<b>PROJECT TOTAL</b>						<b>381,375.00</b>
<b>ITEMS 1-13</b>						

**AGREEMENT**

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **Sierra Landscape Company, Inc.** hereafter called "Contractor".

WITNESSETH

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Bain Street 10' Regional Trail, Project No. B8-0693** in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to correct, has ascertained that his subcontractors are properly licensed and possess requisite skill and forces, has reexamined the site and Contract Documents and is of opinion that he can presently do the work in accordance with the Contract Documents the money set forth in his Proposal to be paid as provided in the Contract Documents

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda Nos. 1 **through 3** (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

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

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

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

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

# BAIN STREET 10' REGIONAL TRAIL

450' NORTH OF LIMONITE AVE TO GALENA STREET

PROJECT NO. B8-0693

## AGREEMENT

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	066102	1	LS	DUST ABATEMENT	2,000.00	2,000.00
2.	074020	1	LS	WATER POLLUTION CONTROL	1,500.00	1,500.00
3.	120100	1	LS	TRAFFIC CONTROL SYSTEM [INCLUDING CONSTRUCTION AREA SIGNS]	2,500.00	2,500.00
4.	151272	150	LF	SALVAGE METAL BEAM GUARD RAILING	10.00	1,500.00
5.	151625	50	LF	RECONSTRUCT METAL BEAM GUARD RAILING (WOOD POST) [ Per A77F1, A78E1 and A77J4]	55.00	2,750.00
6.	160101	1	LS	CLEARING AND GRUBBING [INCLUDING INLET CLEANING]	1,000.00	1,000.00
7.	190101	12,800	SQYD	ROADWAY EXCAVATION [ EARTHWORK INCLUDING RECOMPACTION OF EXISITING SOIL AREA AND PROFILE GRADE]	1.75	22,400.00
8.	000003	1	LS	CONSTRUCT TRAIL (DECOMPOSED GRANITE (THICKNESS = 0.33' AND 0.25'), INCLUDING SOIL STABILIZER	94,100.00	94,100.00
9.	260201	95	CY	CLASS 2 AGGREGATE BASE	30.00	2,850.00
10.	800701	9,600	LF	WOOD FENCE [PER DETAIL "D"]	8.00	76,800.00
11.	000003	2	EA	PIPE SWING GATE PER RCFCD&WCD STD M820 [MODIFIED]	1,100.00	2,200.00
12.	000003	12	EA	6" DIA PERMANENT GUARD POST	150.00	1,800.00
13.	832001	1	LS	METAL BEAM GUARD RAILING A77L2 TERMINAL SYSTEM (TYPE SKT)	500.00	500.00

PROJECT TOTAL Two hundred eleven thousand, nine hundred dollars and zero cents  
ITEMS 1-13 "WORDS"

\$ 211,900.00

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

COUNTY OF RIVERSIDE

SIERRA LANDSCAPE COMPANY, INC.

BY \_\_\_\_\_  
Chairman, Board of Supervisors

BY [Signature] \_\_\_\_\_

Dated May 20, 2009

TITLE: George L. Gonzalez, President  
(If Corporation, Affix Seal)

ATTEST:  
Kecia Harper-Ihem, Clerk of the Board

ATTEST:  
[Signature] \_\_\_\_\_

BY \_\_\_\_\_  
Deputy

TITLE: Contract Administrator

BY \_\_\_\_\_  
"County"  
(Seal)

\_\_\_\_\_  
"Corporation"  
(Seal)

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 6/10/09  
MARSHA L. VICTOR DATE



**PERFORMANCE BOND**

**Recitals:**

1. **Sierra Landscape Company, Inc.** (Contractor) has entered into an Agreement dated \_\_\_\_\_ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Bain Street 10' Regional Trail, Project No. B8-0693.**
  
2. \_\_\_\_\_, a \_\_\_\_\_ corporation (Surety), is the Surety under this Bond.

**Agreement:**

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **211,900.00 (Two hundred eleven thousand, nine hundred dollars and zero cents)**, and inures to the benefit of County.
  
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
  
3. This obligation is binding on our successors and assigns.
  
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond Sierra Landscape Company, Inc., as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$211,900.00 (Two hundred eleven thousand, nine hundred dollars and zero cents)**, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting as Bain Street 10' Regional Trail, Project No. B8-0693.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

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

\_\_\_\_\_  
Original Contractor - Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_  
Its Attorney In Fact

Title \_\_\_\_\_

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

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

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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

Notary Public (Seal)

**Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.**

PERFORMANCE BOND

Bond No. CA 1505916

Recitals:

1. Sierra Landscape Company, Inc. (Contractor) has entered into an Agreement dated May 20, 2009 with COUNTY OF RIVERSIDE (County) for construction of public work known as Bain Street 10' Regional Trail, Project No. B8-0693.
2. Great American Insurance Company a Ohio corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ 211,900.00 (Two hundred eleven thousand, nine hundred dollars and zero cents), and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of May 20, 2009  
SIERRA LANDSCAPE CO. GREAT AMERICAN INSURANCE COMPANY

By [Signature]

By Cynthia M. Burnett

By George L. Gonzalez

Type Name Cynthia M. Burnett  
Its Attorney in Fact  
"Surety"

Title President  
"Contractor"

(Corporate Seal)

(Corporate Seal)

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On May 20, 2009 before me, Sara Puma Notary Public  
Date Here Insert Name and Title of the Officer

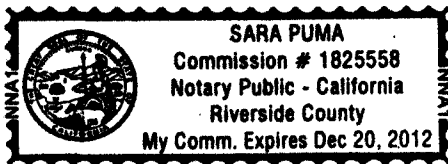
personally appeared George L. Gonzalez  
Name(s) of Signer(s)

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 Sara Puma  
Signature of Notary Public



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 this form to another document.*

**Description of Attached Document**

Title or Type of Document: Performance Bond - Bain Street

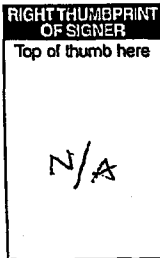
Document Date: May 20, 2009 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

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

Signer's Name: George L. Gonzalez

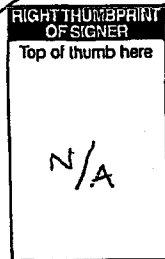
- Individual
- Corporate Officer — Title(s): President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: Sierra Landscape Co.

Signer's Name: N/A

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



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



PAYMENT BOND

Bond No. CA 1505916

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond Sierra Landscape Company, Inc., as Principal and Original Contractor and Great American Insurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated May 20, 2009, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$211,900.00 (Two hundred eleven thousand, nine hundred dollars and zero cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting as Bain Street 10' Regional Trail, Project No. B8-0693.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: May 20, 2009

SIERRA LANDSCAPE CO.  
Original Contractor - Principal

GREAT AMERICAN INSURANCE COMPANY  
Surety

By [Signature]  
George L. Gonzalez

By [Signature]  
Its Attorney In Fact  
Cynthia M. Burnett

Title President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

COLORADO  
STATE OF ~~CALIFORNIA~~  
COUNTY OF ARAPAHOE

} ss. SURETY'S ACKNOWLEDGEMENT

On May 20, 2009 before me, Kathleen Van Houten personally appeared, Cynthia M. Burnett, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public Kathleen Van Houten

My Commission Expires: September 19, 2009

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

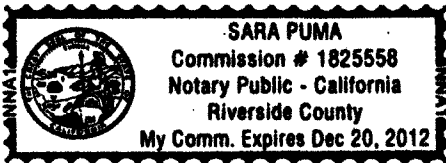
On May 20, 2009 before me, Sara Puma Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared George L. Gonzalez  
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.



Place Notary Seal Above

Signature Sara Puma  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Payment Bond - Bain Street

Document Date: May 20, 2009 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

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

Signer's Name: George L. Gonzalez

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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

N/A

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

Sierra Landscape Co.

Signer's Name: N/A

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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

N/A

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

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than THREE

No. 0 14420

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DOUGLAS J. ROTHEY CYNTHIA M. BURNETT ERIK ULIBARRI	ALL OF DENVER, COLORADO	ALL \$75,000,000.00

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29<sup>th</sup> day of, OCTOBER, 2008.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

\_\_\_\_\_  
DAVID C. KITCHIN (513-412-4602)

On this 29<sup>th</sup> day of OCTOBER, 2008, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

*RESOLVED: That the Division President, the Division Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

## CERTIFICATION

I, EVE CUTLER ROSEN, Senior Vice President, General Counsel & Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_,



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

**COMPANY PROFILE**

**Company Information**

**GREAT AMERICAN INSURANCE COMPANY**

**580 WALNUT ST  
CINCINNATI, OH 45202  
800-724-7722**

Old Company Names	Effective Date
AMERICAN CONTINENTAL INSURANCE COMPANY	12/06/1976
MANUFACTURERS & MERCHANTS INDEMNITY CO.	09/05/1956
SELECTIVE INSURANCE COMPANY	06/15/1972

**back to top**

**Agent For Service**

JERE KEPRIOS  
C/O CT CORPORATION SYSTEM  
818 WEST SEVENTH ST  
LOS ANGELES CA 90017

**back to top**

**Reference Information**

NAIC #:	16691
California Company ID #:	1301-1
Date Authorized in California:	10/17/1945
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	OHIO

**back to top**

**NAIC Group List**

NAIC Group #: 0084 American Financial Grp

**back to top**

**Lines Of Business**

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

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY

CREDIT  
DISABILITY  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

**back to top**

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Insured: Sierra Landscape Co.

Policy # 72UUNSR5943

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

\* SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. **Employees and Volunteer workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. **Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. **Temporary Custodians of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. **Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will



have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. 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. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor); but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;



- (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors of Land or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".



**f. Any Other Party**

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

**1. The Most We will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

**2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

**3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**4. Personal and Advertising Injury Limit**

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

**5. Each Occurrence Limit**

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Damage To Premises Rented To You Limit**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**7. Medical Expense Limit**

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

**8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be



**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**SECTION II - LIABILITY COVERAGE**

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.



- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

**2. Coverage Extensions**

**a. Supplementary Payments**

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 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.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

**b. Out-Of-State Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

**B. Exclusions**

This insurance does not apply to any of the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

**2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

**3. Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

**4. Employee Indemnification And Employer's Liability**

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

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

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

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

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

Schedule

**Person or Organization**

**Job Description**

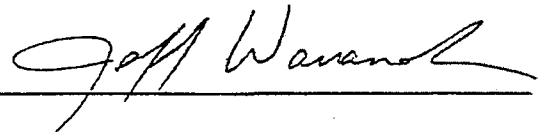
WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

\*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

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	04/01/09	Policy No.	BB1091684	Endorsement No.	9
Insured	Sierra Landscape Co Inc			Policy Effective Date	04/01/09
Insurance Company	SeaBright Insurance Company				

Countersigned By



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

**DECLARATIONS**

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

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

(each of the above being a capital stock company)

Executive Offices: 70 Pine Street, New York, NY 10270  
Telephone No. 212-770-7000

POLICY NUMBER: BE 067952720 RENEWAL OF: 002219675

ITEM 1. NAMED INSURED: SIERRA LANDSCAPE CO

MAILING ADDRESS: 78820 DARBY RD  
PALM SPRINGS, CA 92255

ITEM 2. POLICY PERIOD: FROM: April 1, 2009 TO: April 1, 2010  
(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)

**ITEM 3. LIMITS OF INSURANCE**

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

- |                 |  |
|-----------------|--|
| A. \$10,000,000 | Each Occurrence  |
| B. \$10,000,000 | General Aggregate (in accordance with Section IV. Limits of Insurance)                       |
| C. \$10,000,000 | Products-Completed Operations Aggregate (in accordance with Section IV. Limits of Insurance) |
| D. \$250,000    | CrisisResponse Sublimit of Insurance   |
| E. \$50,000     | Excess Casualty CrisisFund Limit of Insurance  |

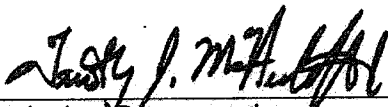
ITEM 4. SCHEDULED UNDERLYING INSURANCE - See Schedule of Underlying Insurance

**ITEM 5. PREMIUM AND PREMIUM COMPUTATION**

ESTIMATED TOTAL ANNUAL EXPOSURE  
RATES PER FLAT  
MINIMUM PREMIUM  
ADVANCE PREMIUM

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

PRODUCER NAME: DESERT EMPIRE INSURANCE SERVICES  
ADDRESS: 77-564 COUNTRY CLUB DR., STE 401  
PALM DESERT, CA 92261-3300

  
Authorized Representative of  
Countersignature (Where Applicable)

Date

Issue Date: 04/01/09

**SCHEDULE OF UNDERLYING INSURANCE**

Issued to: SIERRA LANDSCAPE CO

Policy Number: BE 067952720

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

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<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER, POLICY NO. AND POLICY PERIOD</u>	<u>LIMITS</u>
GENERAL LIABILITY	Hartford Underwriter 04/01/09 04/01/10	\$1,000,000 PER OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPLETED OPS. AGGREGATE Defense Expenses are in addition to the limit
AUTO LIABILITY	Hartford Casualty In 04/01/09 04/01/10	\$1,000,000 COMBINED SINGLE LIMIT  Defense Expenses are in addition to the limit
EMPLOYERS LIABILITY	SeaBright Insurance 04/01/09 04/01/10	\$1,000,000 BODILY INJURY BY ACCIDENT \$1,000,000 BODILY INJURY BY DISEASE (EACH EMPLOYEE) \$1,000,000 BODILY INJURY BY DISEASE (POLIC LIMITS) Defense Expenses are in addition to the limit

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations and any other person or organization qualifying as a **Named Insured** under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word **Insured** means any person or organization qualifying as such under Section VII. Definitions.

Except for headings, words that appear in bold print have special meaning. See Section VII. Definitions.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree to provide coverage as follows:

**I. INSURING AGREEMENT - COMMERCIAL EXCESS LIABILITY**

A. We will pay on behalf of the **Insured** those sums in excess of the **Retained Limit** that the **Insured** becomes legally obligated to pay as damages by reason of liability imposed by law because of **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** to which this insurance applies or because of **Bodily Injury or Property Damage** to which this insurance applies assumed by the **Insured** under an **Insured Contract**. Coverage under this policy will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will not be broader than the coverage provided by the policy listed in **Scheduled Underlying Insurance**.

The amount we will pay for damages is limited as described in Section IV. Limits of Insurance.

B. This policy applies, only if:

1. the **Bodily Injury or Property Damage** is caused by an **Occurrence** that takes place anywhere, and the **Bodily Injury or Property Damage** occurs during the **Policy Period**; and
2. the **Personal Injury and Advertising Injury** is caused by an **Occurrence** that takes place anywhere arising out of your business, but only if the **Occurrence** was committed during the **Policy Period**.

- C. 1. This policy applies to **Bodily Injury or Property Damage**, only if prior to the **Policy Period**, no **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph N. of Section VII, no executive officer or director listed under subparagraph 2d. of Paragraph N. of Section VII. and no employee authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**, knew that the **Bodily Injury or Property Damage** had occurred, in whole or in part. If such an **Insured**, or authorized employee knew, prior to the **Policy Period**, that the **Bodily Injury or Property Damage** had occurred, then any continuation, change or resumption of such **Bodily Injury or Property Damage** during or after the **Policy Period** will be deemed to have been known prior to the **Policy Period**.
2. **Bodily Injury or Property Damage** which occurs during the **Policy Period** and was not, prior to the **Policy Period**, known to have occurred by any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph N. of Section VII., any executive officer or director listed under subparagraph 2d. of Paragraph N. of Section VII. or any employee authorized by you to give or receive notice of an **Occurrence** or claim, includes any continuation, change or resumption of that **Bodily Injury or Property Damage** after the end of the **Policy Period**.



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

**COMPANY PROFILE**

**Company Information**

**HARTFORD UNDERWRITERS INSURANCE COMPANY**  
**ONE HARTFORD PLAZA**  
**HARTFORD, CT 06155**  
**800-243-5860**

**Old Company Names**

**Effective Date**

[back to top](#)

**Agent For Service**

KAREN HARRIS  
 2730 GATEWAY OAKS DRIVE  
 SUITE 100  
 SACRAMENTO CA 95833

[back to top](#)

**Reference Information**

NAIC #:	30104
California Company ID #:	3162-5
Date Authorized in California:	07/01/1988
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

[back to top](#)

**NAIC Group List**

NAIC Group #: 0091 HARTFORD FIRE & CAS GRP

[back to top](#)

**Lines Of Business**

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

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY

FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

**back to top**

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

**COMPANY PROFILE**

**Company Information**

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

**70 PINE STREET  
NEW YORK, NY 10270  
800-551-0824**

**Old Company Names**

**Effective Date**

**back to top**

**Agent For Service**

KAREN HARRIS  
2730 GATEWAY OAKS DRIVE  
SUITE 100  
SACRAMENTO CA 95833

**back to top**

**Reference Information**

NAIC #:	19445
California Company ID #:	0131-3
Date Authorized in California:	11/28/1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

**back to top**

**NAIC Group List**

NAIC Group #: 0012 AMERICAN INTRNL GRP

**back to top**

**Lines Of Business**

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

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- DISABILITY
- FIRE

LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

**back to top**

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

**COMPANY PROFILE**

**Company Information**

**SEABRIGHT INSURANCE COMPANY**

**1501 4TH AVENUE, SUITE 2600  
SEATTLE, WA 98101  
888-636-1580**

Old Company Names	Effective Date
KEMPER EMPLOYERS INSURANCE COMPANY	03/16/2004

**back to top**

**Agent For Service**

KAREN HARRIS  
2730 GATEWAY OAKS DRIVE  
SUITE 100  
SACRAMENTO CA 95833

**back to top**

**Reference Information**

NAIC #:	15563
California Company ID #:	4648-2
Date Authorized in California:	08/15/2000
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

**back to top**

**NAIC Group List**

NAIC Group #: 0000

**back to top**

**Lines Of Business**

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

- AUTOMOBILE
- LIABILITY
- MARINE
- WORKERS' COMPENSATION

**back to top**