

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE  
REDEVELOPMENT AGENCY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

140



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
January 12, 2010

**SUBJECT:** Airport Boulevard Agricultural Drainage and Irrigation Pipeline Replacement

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

1. Accept and award the construction contract to the low bidder Jones Brothers Construction Company in the amount of \$ 1,092,117.06;
2. Approve a project budget of \$1,523,402.17;
3. Authorize the Chairman to sign the contract documents on behalf of the Board; and
4. Approve and Authorize the Chairman to execute the Material Testing and Inspections Agreement by and between the Redevelopment Agency and Construction Testing and Engineering, Inc., in the amount of \$113,114.

**BACKGROUND:** (Commences on page 2)

*Robert Field*

Robert Field  
Executive Director

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$ 1,523,402.17	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2009-2010

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** No

**SOURCE OF FUNDS:** Redevelopment Agency Capital Improvement Funds – Desert Communities Project Area

**Positions To Be Deleted Per A-30** ☐

**Requires 4/5 Vote** ☐

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

**APPROVE**

BY:

*Jennifer L. Sargent*  
Jennifer L. Sargent

**County Executive Office Signature**

**MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY**

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Buster, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** Tavaglione  
**Date:** January 26, 2010  
**xc:** RDA

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

**Prev. Agn. Ref.:** Item 4.9 07/21/09

**District:** 4th

**Agenda Number:**

4.2

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL

BY: *[Signature]* DATE: *[Signature]*  
NEAL R. KIPNIS Departmental Concurrence

☒ Policy

☒ Consent

Dept't Recomm.: ☐

☒ Policy

☒ Consent

Per Exec. Ofc.: ☐

**BACKGROUND:**

On July 21, 2009, the Board approved CEQA, the plans and specifications, and authorized the Clerk of the Board to advertise the Notice of Inviting Bids for the Airport Boulevard Agricultural Drainage and Irrigation Pipeline Replacement Project.

On August 19, 2009 three bids were received. County Counsel has reviewed all bids and has determined that Jones Brothers Construction, Inc. is the lowest bidder and constitutes a proper basis for award of the contract. Therefore, EDA Staff recommends that the Board award the contract to Jones Brothers Construction Incorporated in the amount of \$ 1,092,117.06 and approve the project budget as follows:

**Project Budget:**

Construction	\$ 1,092,117.06
Permits/Inspection/Misc.	\$ 80,000.00
Utility/Fees	\$ 45,000.00
Engineering	\$ 54,680.00
Materials Testing	\$ 113,114.00
Subtotal	\$ 1,384,911.06
Contingency 10%	\$ 138,491.11
Project Total	\$ 1,523,402.17

The Agency also received proposals for Materials Testing and Inspection Services for this project in response to a Request For Proposals. Agency staff found the proposal submitted by Construction Testing and Engineering, Inc. to be the most responsive. Staff negotiated an agreement for the scope of work and recommends approval of the attached agreement for materials testing and inspections services.

The project will be funded entirely by DCPA Capital Improvement Funds and will not impact the County's General Fund.

**Attachments:**

Bid Summary  
Agreement Forms  
Performance Bond  
Payment Bond  
Certificate of Liability Insurance  
Certificate of Workers' Compensation Insurance  
Materials Testing and Inspection Services Agreement (3)

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

CONSULTING SERVICES AGREEMENT  
FOR SPECIALTY MATERIALS AND SOILS TESTING AND INSPECTION  
SERVICES FOR THE AIRPORT BOULEVARD AGRICULTURAL DRAINAGE AND  
IRRIGATION PIPELINE REPLACEMENT PROJECT

BY AND BETWEEN  
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE  
AND CONSTRUCTION TESTING AND ENGINEERING, INC.,

This Agreement, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and  
between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public  
body corporate politic in the State of California (hereinafter "AGENCY"), and  
CONSTRUCTION TESTING AND ENGINEERING, INCORPORATED, (hereinafter  
"CONSULTANT").

WHEREAS, AGENCY is a redevelopment Agency duly created, established and  
authorized to transact business and exercise its powers, all under and pursuant to the provisions  
of the Community Redevelopment Law which is Part 1 of Division 24 of the California Health  
and Safety Code (commencing with Section 33000 et seq.);

WHEREAS, pursuant to Section 33125 of the Health and Safety Code, the  
AGENCY is authorized to make and execute contracts and other instruments necessary or  
convenient to the exercise of its powers;

WHEREAS, pursuant to CRL 33020(a) of the California Redevelopment Law,  
"redevelopment" means to conduct planning, development, and replanning of all or part of a  
survey area as may be appropriate and necessary in the interest of general welfare, including  
recreational and other facilities incidental or appurtenant to them;

1 WHEREAS, the proposed services provided in this Agreement are necessary to  
2 install improvements needed for the Thermal Sheriff Station and road improvements on Airport  
3 Boulevard;

4 WHEREAS, the AGENCY has selected CONSULTANT to provide services  
5 based on their response to a Request for Proposal (RFP); and  
6

7 WHEREAS, CONSULTANT has agreed to provide such services to AGENCY,

8 NOW THEREFORE, in consideration of the mutual covenants contained herein,  
9 the parties hereto agree as follows:

10 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all services as  
11 outlined and specified in Exhibit A, consisting of three (3) pages, attached hereto and by this  
12 reference incorporated herein.  
13

14 1.1 CONSULTANT represents and maintains that it is skilled in the professional  
15 calling necessary to perform all services, duties and obligations required by this Agreement to  
16 fully and adequately complete the project. CONSULTANT shall perform the services and  
17 duties in conformance to and consistent with the standards generally recognized as being  
18 employed by professionals in the same discipline in the State of California. CONSULTANT  
19 further represents and warrants to the AGENCY that it has all licenses, permits, qualifications  
20 and approvals of whatever nature are legally required to practice its profession.  
21 CONSULTANT further represents that it shall keep all such licenses and approvals in effect  
22 during the term of this Agreement.  
23  
24

25 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance  
26 upon date of execution of this Agreement and complete performance within twelve (12) months  
27 from said date. CONSULTANT will diligently and responsibly pursue the performance of the  
28 services required of it by this Agreement through project completion unless the work is altered

1 by written amendment(s) pursuant to Section 14, or terminated as specified in Section 9. All  
2 applicable indemnification provisions in this Agreement shall remain in effect following the  
3 termination of this Agreement.

4 3. COMPENSATION: The AGENCY shall pay the CONSULTANT for services  
5 performed and expenses incurred in accordance with the terms of this Agreement.  
6 CONSULTANT shall be paid an amount not to exceed One Hundred Thirteen Thousand, One  
7 Hundred Fourteen Dollars \$113,114.00. CONSULTANT shall submit invoices to the AGENCY  
8 for progress payments based on hourly rate for work completed to maximum for each task.  
9

10 3.1 Said compensation shall be paid in accordance with an invoice submitted to  
11 AGENCY by CONSULTANT within fifteen (15) days from the last day of each calendar  
12 month, and AGENCY shall pay the invoice within thirty (30) working days from the date of  
13 receipt of the invoice.  
14

15 4. INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an  
16 independent contractor basis. CONSULTANT is not, and shall not be considered to be in any  
17 manner, an employee or agent of the AGENCY. Personnel performing the Services under this  
18 Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S  
19 exclusive direction and control. CONSULTANT shall pay all wages, salaries and other  
20 amounts due such personnel in connection with their performance of Service and as required by  
21 law. CONSULTANT shall be responsible for all reports and obligations respecting such  
22 personnel, including but not limited to, social security taxes, income tax withholdings,  
23 unemployment insurance, and workers' compensation insurance. CONSULTANT and its  
24 employees and agents shall maintain professional licenses required by the laws of the State of  
25 California at all times while performing services.  
26  
27  
28

1           5.     INDEMNIFICATION: CONSULTANT shall indemnify and hold harmless all  
2 Agencies, Districts, Special Districts and Departments of the County of Riverside, their  
3 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,  
4 agents and representatives from any liability whatsoever, based or asserted upon any services of  
5 CONSULTANT, its officers, employees, subcontractors, agents or representatives arising out of  
6 or in any way relating to this Agreement, including but not limited to property damage, bodily  
7 injury, or death or any other element of any kind or nature whatsoever and resulting from any  
8 reason whatsoever arising from the performance of CONSULTANT, its officers, agents,  
9 employees, subcontractors, agents or representatives from this Agreement; and CONSULTANT  
10 shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost  
11 of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and  
12 Departments of the County of Riverside, their respective directors, officers, Board of  
13 Supervisors, elected and appointed officials, employees, agents and representatives in any claim  
14 or action based upon such alleged acts or omissions.

15                 With respect to any action or claim subject to indemnification herein by  
16 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their  
17 own choice and shall have the right to adjust, settle, or compromise any such action or claim  
18 without the prior consent of AGENCY; provided, however, that any such adjustment, settlement  
19 or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S  
20 indemnification to AGENCY as set forth herein. CONSULTANT'S obligation to defend,  
21 indemnify and hold harmless AGENCY shall be subject to AGENCY having given  
22 CONSULTANT written notice within a reasonable period of time of the claim or of the  
23 commencement of the related action, as the case may be, and information and reasonable  
24 assistance, at CONSULTANT'S expense, for the defense or settlement thereof.

1 CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided  
2 to AGENCY the appropriate form of dismissal relieving AGENCY from any liability for the  
3 action or claim involved.

4 The specified insurance limits required in this Agreement shall in no way limit or  
5 circumscribe CONSULTANT'S obligations to indemnify and hold harmless the AGENCY  
6 herein from third party claims.

7  
8 In the event there is conflict between this clause and California Civil Code Section 2782,  
9 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not  
10 relieve the CONSULTANT from indemnifying the AGENCY to the fullest extent allowed by  
11 law.

12  
13 6. INSURANCE: Without limiting CONSULTANT'S indemnification,  
14 CONSULTANT shall maintain in force at all times during the performance of this Agreement,  
15 insurance policies evidencing coverage during the entire term of the Agreement as follows:

16 6.1 Workers' Compensation: If CONSULTANT has employees as defined by  
17 the State of California, CONSULTANT shall maintain Workers' Compensation Insurance  
18 (Coverage A) as prescribed by the laws of the State of California. Policy shall include  
19 Employers' Liability (Coverage B) including Occupational Disease with limits not less than  
20 \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of  
21 the AGENCY and County of Riverside; and, if applicable, to provide a Borrowed  
22 Servant/Alternate Employer Endorsement.

23  
24 6.2 Commercial General Liability: Commercial General Liability insurance  
25 coverage, including but not limited to, premises liability, contractual liability, completed  
26 operations, personal and advertising injury covering claims which may arise from or out of  
27 CONSULTANT'S performance of its obligations hereunder. Policy shall name the AGENCY,  
28

1 County of Riverside, special districts, their respective directors, officers, Board of Supervisors,  
2 elected officials, employees, agents or representatives as an Additional Insured. Policy's limit  
3 of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such  
4 insurance contains a general aggregate limit, it shall apply separately to this agreement or be no  
5 less than two (2) times the occurrence limit.  
6

7         6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment are  
8 used in the performance of the obligations under this Agreement, CONSULTANT shall  
9 maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less  
10 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
11 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the  
12 occurrence limit. Policy shall name the AGENCY, County of Riverside, special districts, their  
13 respective directors, officers, Board of Supervisors, elected officials, employees, agents, or  
14 representatives as an Additional Insured.  
15

16         6.4 Professional Liability: CONSULTANT shall maintain Professional Liability  
17 Insurance providing coverage for performance of work included within this Agreement, with a  
18 limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If  
19 CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than  
20 an occurrence basis, such insurance shall continue through the term of this Agreement. Upon  
21 termination of this Agreement or the expiration or cancellation of the claims made insurance  
22 policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting  
23 Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer  
24 with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3)  
25 demonstrate through Certificates of Insurance that Consultant has maintained continuous  
26 coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will  
27  
28



1 continue for a period of five (5) years beyond the termination of this Agreement.

2 6.5 General Insurance Provisions - All lines:

- 3 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to  
4 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:  
5 8) unless such requirements are waived, in writing, by the AGENCY Risk Manager.  
6 If the AGENCY'S Risk Manager waives a requirement for a particular insurer such  
7 waiver is only valid for that specific insurer and only for one policy term.
- 8 b. The CONSULTANT'S insurance carrier(s) must declare its insurance deductibles or  
9 self-insured retentions. If such deductibles or self-insured retentions exceed  
10 \$500,000 per occurrence such deductibles and/or retentions shall have the prior  
11 written consent of the AGENCY Risk Manager before the commencement of  
12 operations under this Agreement. Upon notification of deductibles or self insured  
13 retentions which are deemed unacceptable to the AGENCY, at the election of the  
14 AGENCY'S Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or  
15 eliminate such deductibles or self-insured retentions as respects this Agreement with  
16 the AGENCY, or 2) procure a bond which guarantees payment of losses and related  
17 investigations, claims administration, defense costs and expenses.
- 18 c. The CONSULTANT shall cause their insurance carrier(s) to furnish the AGENCY  
19 with 1) a properly executed original Certificate(s) of Insurance and certified original  
20 copies of Endorsements effecting coverage as required herein; or, 2) if requested to  
21 do so orally or in writing by the AGENCY Risk Manager, provide original Certified  
22 copies of policies including all Endorsements and all attachments thereto, showing  
23 such insurance is in full force and effect. Further, said Certificate(s) and policies of  
24 insurance shall contain the covenant of the insurance carrier(s) shall provide no less  
25  
26  
27  
28

1 than thirty (30) days written notice be given to the AGENCY prior to any material  
2 modification or cancellation of such insurance. In the event of a material  
3 modification or cancellation of coverage, this Agreement shall terminate forthwith,  
4 unless the AGENCY receives, prior to such effective date, another properly  
5 executed original Certificate of Insurance and original copies of endorsements or  
6 certified original policies, including all endorsements and attachments thereto  
7 evidencing coverages and the insurance required herein is in full force and effect.

8 Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the  
9 original endorsements for each policy and the Certificate of Insurance.  
10

11 ***CONSULTANT shall not commence operations until the AGENCY has been***  
12 ***furnished original Certificate (s) of Insurance and certified original copies of***  
13 ***endorsements or policies of insurance including all endorsements and any and all***  
14 ***other attachments as required in this Section.***  
15

16 d. It is understood and agreed by the parties hereto and the CONSULTANT'S  
17 insurance company(s), that the Certificate(s) of Insurance and policies shall so  
18 covenant and shall be construed as primary insurance, and the AGENCY'S insurance  
19 and/or deductibles and/or self-insured retentions or self-insured programs shall not  
20 be construed as contributory.  
21

22 e. If, during the term of this Agreement or any extension thereof, there is a material  
23 change in the scope of services or performance of work the Risk Manager reserves  
24 the right to adjust the types of insurance required under this Agreement and the  
25 monetary limits of liability for the insurance coverages required herein, if, in the  
26 AGENCY Risk Manager's reasonable judgment, the amount or type of insurance  
27 carried by the CONSULTANT has become inadequate.  
28

1 f. CONSULTANT shall pass down the insurance obligations contained herein to all  
2 tiers of subconsultants working under this Agreement.

3 7. COOPERATION BY AGENCY: All information, data, reports, records, and  
4 maps as are existing, available to the AGENCY and necessary for carrying out the work  
5 described shall be furnished to CONSULTANT without charge by the AGENCY. The  
6 AGENCY shall cooperate with CONSULTANT as appropriate to facilitate, without undue  
7 delay, the work to be performed under this Agreement.

8  
9 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents, servants,  
10 employees and subcontractors shall act at all times in an independent capacity during the term  
11 of this agreement, and shall not act as, and shall not be, nor shall they in any manner be  
12 construed to be, agents, officers or employees of AGENCY, and further, CONSULTANT, its  
13 agents, servants, employees and subcontractors, shall not in any manner incur or have the  
14 power to incur any debt, obligation, or liability against the AGENCY.

15  
16 9. TERMINATION: AGENCY may, by written notice to CONSULTANT,  
17 terminate this Agreement in whole or in part at any time, with or without cause. Such  
18 termination may be for AGENCY'S convenience or because of CONSULTANT'S failure to  
19 perform its duties and obligations under this Agreement including, but not limited to, the failure  
20 of CONSULTANT to timely perform Services.

21  
22 9.1 Discontinuance of Services. Upon receipt of written Notice of  
23 Termination, CONSULTANT shall discontinue all affected Services within seven (7) days of  
24 receipt of the Notice, unless otherwise directed by the Notice, and deliver to the AGENCY all  
25 data, estimates, graphs, summaries, reports, and other related materials as may have been  
26 prepared or accumulated by CONSULTANT in performance of Services, whether completed or  
27 in progress.  
28

1           9.2    Effect of Termination For Convenience. If the termination is to be for the  
2 convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for Services  
3 satisfactorily provided through the date of termination. Such payment shall include a pro-rated  
4 amount of profit, if applicable, but no amount shall be paid for anticipated profit on  
5 unperformed Services. CONSULTANT shall provide documentation deemed adequate by  
6 AGENCY'S Representative to show the Services actually completed by CONSULTANT prior  
7 to the date of termination. This Agreement shall terminate thirty (30) days following receipt by  
8 the CONSULTANT of the written Notice of Termination.  
9

10           9.3    Effect of Termination For Cause. If the termination is due to the failure  
11 of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be  
12 compensated for those Services which have been completed and accepted by the AGENCY. In  
13 such case, the AGENCY may take over the work and prosecute the same to completion by  
14 contract or otherwise. Further, CONSULTANT shall be liable to the AGENCY for any  
15 reasonable additional costs incurred by the AGENCY to revise work for which the AGENCY  
16 has compensated CONSULTANT under this Agreement, but which the AGENCY has  
17 determined in its sole discretion needs to be revised in part or whole to complete the Project.  
18 Following discontinuance of Services, the AGENCY may arrange for a meeting with  
19 CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill  
20 its requirements under this Agreement. In its sole discretion, AGENCY'S Representative may  
21 propose an adjustment to the terms and conditions of the Agreement, including the contract  
22 price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on  
23 CONSULTANT and shall be performed as part of this Agreement. In the event of termination  
24 for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate  
25 seven (7) days following the date the Notice of Termination was mailed to the CONSULTANT.  
26  
27  
28

1 Termination of this Agreement for cause may be considered by the AGENCY in determining  
2 whether to enter into future agreements with CONSULTANT.

3 9.4 Cumulative Remedies. The rights and remedies of the parties provided in  
4 this Section are in addition to any other rights and remedies provided by law or under this  
5 Agreement.  
6

7 10. CONFLICT OF INTEREST: CONSULTANT shall have no interest, and shall  
8 not acquire any interest, direct or indirect, which will conflict in any manner or degree with the  
9 performance of services required under this Agreement.

10 11. DESIGNATED REPRESENTATIVES: The following individuals are  
11 designated as representatives of the AGENCY and CONSULTANT respectively to act as  
12 liaison between the parties:  
13

14 AGENCY	CONSULTANT
15 Joaquin Tijerina, Project Manager	Tom Gaeto, RCE, President
16 Redevelopment Agency for the County of Riverside	Construction Testing &
44-199 Monroe Street	Engineering, Inc
17 Suite B	1441 Montiel Road, Suite 115
Indio, CA 92201	Escondido, CA 92026
18 (760) 863-2537	(760) 746-4955
19 (760) 863-2551 (FAX)	(760) 746-9806 (FAX)

20 Any change in designated representatives shall be promptly reported to the other party in  
21 order to ensure proper coordination

22 12. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT,  
23 either in whole or in part, without prior written consent of AGENCY. Any assignment or  
24 purported assignment of this Agreement by CONSULTANT without the prior written consent  
25 of AGENCY will be deemed void and of no force or effect.  
26

27 13. NONDISCRIMINATION: CONSULTANT shall ensure that there shall be no  
28 discrimination against or segregation of any person, or group of persons, on account of sex,

1 marital status, race, religion, color, creed, national origin, ancestry, sex, physical condition or  
2 age, in the performance of this Agreement and that CONSULTANT, Contractor, or any person  
3 claiming under or through the AGENCY shall not establish or permit any such practice or  
4 practices of discrimination or segregation.

5 14. ALTERATION: No alteration or variation of the terms of this Agreement shall  
6 be valid unless made in writing and signed by the parties hereto, and no oral understanding or  
7 agreement not incorporated herein shall be binding on any of the parties hereto.

8 15. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of  
9 this Agreement, possession of a current and valid license in compliance with any local, State,  
10 and Federal laws and regulations relative to the scope of services to be performed under Exhibit  
11 A, and that services(s) will be performed by properly trained and licensed staff.

12 16. CONFIDENTIALITY: CONSUTLANT shall observe all Federal, State and  
13 AGENCY regulations concerning confidentiality of records. CONSULTANT shall refer all  
14 requests for information to AGENCY.

15 17. WORK PRODUCT: All documents, reports, preliminary findings, or data  
16 assembled or compiled by CONSULTANT under this Agreement shall become the property of  
17 the AGENCY upon creation. The AGENCY reserves the right to authorize others to use or  
18 reproduce such materials. Therefore, such materials shall not be circulated in whole or in part,  
19 nor released to the public, without the direct authorization of the AGENCY Director or an  
20 authorized designee.

21 18. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be  
22 construed under the laws of the State of California. The parties agree to the jurisdiction and  
23 venue of the appropriate courts in the County of Riverside, State of California. Should action  
24

1 be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be  
2 entitled to attorney's fees in addition to whatever other relief is granted.

3 19. WAIVER: Any waiver by AGENCY of any breach of any one or more of the  
4 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach  
5 of the same or of any other term thereof. Failure on the part of the AGENCY to require exact,  
6 full and complete compliance with any terms of this Agreement shall not be construed as in any  
7 manner changing the terms hereof, or estopping AGENCY from enforcement hereof.  
8

9 20. SEVERABILITY: If any provision in this Agreement is held by a court of  
10 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will  
11 nevertheless continue in full force without being impaired or invalidated in any way.  
12

13 21. ENTIRE AGREEMENT: This Agreement is intended by the Parties hereto as a  
14 final expression of their understanding with respect to the subject matter hereof, and all prior or  
15 contemporaneous agreements of any kind or nature relating to the same shall be deemed to be  
16 merged herein. Any modifications to the terms of this Agreement must be in writing and signed  
17 by the parties herein.  
18

19 22. NOTICES: All correspondence and notices required or contemplated by this  
20 Agreement shall be delivered to the respective parties at the addresses set forth below and are  
21 deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:  
22

23 AGENCY:

24 Redevelopment Agency for the  
25 County of Riverside  
26 44-199 Monroe Street, #B  
27 Indio, CA 92201  
28 Attn: Joaquin Tijerina

CONSULTANT:

Construction Testing &  
Engineering, Inc.  
1441 Montiel Road  
Escondido, CA 92026  
Attn: Tom Gaeto

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first  
2 above written.

3 **REDEVELOPMENT AGENCY FOR**  
4 **THE COUNTY OF RIVERSIDE**

**CONSTRUCTION TESTING &**  
**ENGINEERING, INC.**

6  
7 By: Marion Ashley

8 Marion Ashley, Chairman  
9 Board of Directors

6  
7 By: Tom Gaeto

8 Tom Gaeto, President

13  
14 **APPROVED AS TO FORM:**

15 Pamela Walls, County Counsel

**ATTEST:**

Kecia Harper-Ihem, Clerk of the Board

16  
17  
18 By: Neil John

19 Deputy

16  
17  
18 By: Opie E. Keller

19 Deputy



# **EXHIBIT A**



# CONSTRUCTION TESTING & ENGINEERING, INC.

14538 MERIDIAN PARKWAY, SUITE A | RIVERSIDE, CA 92518 | 951.571.4081 | FAX 951.571.4188

December 16, 2009

CTE PR No. 29170

Mr. Joaquin Tijerina  
Riverside County EDA - Desert Office  
44-199 Monroe Street, Suite B  
Indio, CA 92201  
Phone: 760.863.2537  
Fax: 760.863.2551

**PROPOSAL**

**SUBJECT: PROPOSAL TO PROVIDE GEOTECHNICAL SERVICES,  
MATERIALS AND SOILS LABORATORY TESTING, AND  
SPECIAL INSPECTION SERVICES**

**PROJECT: THERMAL IMPROVEMENTS,  
THERMAL, CALIFORNIA**

Dear Mr Tijerina,

Attached is our proposal to provide geotechnical, materials testing and special inspection services for the above project. Our estimate is based on review of the project plans.

We are fully capable of providing all of the proposed services from our facilities in Riverside County, California. While considering our proposal please keep in mind that all of our **rates include review and distribution of all reports. No additional charges for travel, mileage or administrative work will be added.**

The opportunity to present this proposal is appreciated and we look forward to working with you.

If you have any questions regarding this proposal or our capabilities, or suggestions on how we may better serve you, please contact me at (951) 571-4081 or (951) 552-5732.

Respectfully,

**CONSTRUCTION TESTING & ENGINEERING, INC.**

Tiffany Hilborn  
Business Development

**Furnishing and Installing Drainage and Irrigation  
Pipelines and Appurtenances**

**Proposed Services:**

Service	Qty	Unit	Rate/Unit	Total
<b>Bid Item 3 Drainage Pipeline / Manholes</b>				
Materials Technician	12	hrs @	\$67.50	\$810
Concrete Compression Tests	9	each@	\$18	\$162
Sample Pick-Up	3	hrs @	\$0	\$0
Soils Technician	240	hrs @	\$67.50	\$16,200
PM / Compaction Report	24	hrs @	\$80	\$1,920
Lab Max Densities (Check Point)	3	each@	\$75	\$225
				<b>\$19,317</b>
<b>Bid Item 4 Drainage Pipeline</b>				
Abandon 14 - 18" Reinforced Concrete Pipelng by Crush in Place, Removal, followed by Compaction to 95% Minimum Density per approved plans.				
Soils Technician	128	hrs @	\$67.50	\$8,640
PM / Compaction Report	8	hrs @	\$80	\$640
Lab Max Densities (Check Point)	2	each@	\$75	\$150
				<b>\$9,430</b>
<b>Bid Item 4 Drainage Pipeline</b>				
Abandon 24" Reinforced Concrete Pipelng by Crush in Place, Removal, or Slurry Backfill, followed by Compaction to 95% Minimum Density per approved plans.				
Soils Technician	48	hrs @	\$67.50	\$3,240
PM / Compaction Report	4	hrs @	\$80	\$320
Lab Max Densities (Check Point)	1	each@	\$75	\$75
				<b>\$3,635</b>
<b>Bid Item 5 Irrigation Pipeline (18" PVC Pipeline)</b>				
Furnish and Instal 18" PVC Pipeline, Fittings, Bends, connectors, Air Release, and Restrained Joints, per approved plans.				
Soils Technician	80	hrs @	\$67.50	\$5,400
PM / Compaction Report	8	hrs @	\$80	\$640
Lab Max Densities (Check Point)	1	each@	\$75	\$75
				<b>\$6,115</b>
<b>Bid Item 5 Irrigation Pipeline ( 12" PVC Pipeline)</b>				
Furnish and Instal 12" PVC Pipeline, Fittings, Bends, connectors, Air Release, and Restrained Joints, per approved plans.				
Soils Technician	156	hrs @	\$67.50	\$10,530
PM / Compaction Report	16	hrs @	\$80	\$1,280
Lab Max Densities (Check Point)	1	each@	\$75	\$75
				<b>\$11,885</b>
<b>Bid Item 6 Irrigation Pipeline ( 14" &amp; 20" Abandon Irrigation Pipeline)</b>				
Abandon 14" & 20" Reinforced Concrete Irrigation Pipelng by Crush in Place, Removal, or Slurry Backfill, followed by Compaction to 95% Minimum Density per approved plans				
Soils Technician	156	hrs @	\$67.50	\$10,530
PM / Compaction Report	16	hrs @	\$80	\$1,280
Lab Max Densities (Check Point)	1	each@	\$75	\$75
				<b>\$11,885</b>
<b>Bid Item 9 (Hardscapes)</b>				
Materials Technician	40	hrs @	\$67.50	\$2,700
Concrete Compression Tests	9	each@	\$18	\$162
Asphalic Paving Lab Tests	1	each@	\$3,000	\$3,000
Sample Pick-Up	4	hrs @	\$0	\$0
				<b>\$5,862</b>
<b>Estimated Total for Proposed Services:</b>				<b>\$68,129</b>

Box Culvert (Cast In Place Culvert)

***Proposed Materials Testing and Inspection Services:***

Service	Qty	Unit	Rate/Unit	Total
Concrete (Cast in Place Culvert)	264	hrs @	\$67.50	\$17,820
Concrete Compression Tests	90	each @	\$18	\$1,620
Sample Pickup	8	hrs @	\$0.00	\$0

***Estimated Sub-Total Materials Testing and Inspection:*** \$ 19,440

***Proposed Geotechnical Testing Services:***

Service	Qty	Unit	Rate/Unit	Total
Soil Technician (Cast in Place Culvert)	264	hrs @	\$67.50	\$17,820
Lab Maximum Density Test	7	each @	\$175	\$1,225
Sr. Engineer Services	65	hrs @	\$100	\$6,500

***Estimated Sub-Total Geotechnical Services:*** \$ 25,545

***Estimated Total for Proposed Services*** \$ 44,985

**TOTAL ESTIMATE FOR BOTH PROJECTS:**

Furnishing and Installing Drainage, and Irrigation  
Pipelines, and Appurtenances Project..... \$ 68,129.<sup>00</sup>

Box Culvert (cast in place culvert) Project..... \$ 44,985.<sup>00</sup>

***ESTIMATED TOTAL FOR PROPOSED SERVICES*** \$113,114.<sup>00</sup>

## AGREEMENT FORM

THIS AGREEMENT entered into this 22 day of Sept., 2009, by and between Jones Bros Const. Co., hereinafter called the "Contractor", and Riverside County EDA, hereinafter called the "Owner".  
"Riverside County Economic Development Agency"

**CONTRACT:** The complete Contract includes all of the Contracts Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, the Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Appendices, the Special Conditions and this Agreement. All contract documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all contract documents.

**STATEMENT OF WORK:** The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and material for:

**AIRPORT BOULEVARD  
AGRICULTURAL DRAINAGE AND IRRIGATION PIPELINE REPLACEMENT  
PROJECT**

in strict accordance with the specifications dated July, 2009 prepared by *Olson Engineering*, hereinafter called the "Engineer", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

**TIME OF COMPLETION:** Time of completion for the project is 60 days from the date specified in the NOTICE TO PROCEED issued by the Owner.

**COMPENSATION TO BE PAID TO CONTRACTOR:** The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of one million ninety-two thousand, one hundred seventeen and six cents Dollars (\$1,092,117.06), being the total.

The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code Section 1861, the Contractor gives the following certifications: I am aware of provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in 2 counterparts.

Type of Contractor's organization Corporation

If other than individual or corporation, list names of all members who have authority to bind firm.

IF OTHER THAN CORPORATION EXECUTE HERE

Attest:

~~Firm Name~~

~~Signature~~

~~Address~~

~~Contractor's License No.~~

IF CORPORATION, FULL OUT FOLLOWING AND EXECUTE

Name of President of Corporation Johnny Jones

Name of Secretary of Corporation Mike Jones

Corporation is organized under the laws of state of California

Firm Name Jones Bros Const. Co.

Signature [Signature]

Title of Office President

Address PO Box 905 Coachella, Ca 92230

Contractor's License No. 172092

AFFIX  
SEAL

Owner: THE COUNTY OF RIVERSIDE

Signature: [Signature]

Title:

Chairman - Board of Supervisors

Attest:

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

Title: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY: [Signature]

NEAL R. KIPNIS

DATE

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On Sept. 22, 2009 before me, K.L. Manning, Notary Public

personally appeared Johnny Jones

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 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: Agreement Form

Document Date: Sept. 22, 2009 Number of Pages: 2

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

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

Signer's Name: Johnny Jones

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing:

Jones Bros Const. Co.

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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

☐ Individual

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

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

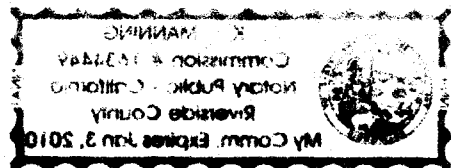
☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here





**PERFORMANCE BOND**

Bond No. 6376749

The makers of this bond, J & J BROTHERS\* as Principal, and SAFECO\*\* as Surety, are held and firmly bound unto REDEVELOPMENT AGENCY FOR THE COUNTY\*\*\*, hereinafter called the Owner, in the sum of ONE\*\*\*\* dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Owner, dated September 22, 2009, for

**AIRPORT BOULEVARD**  
**AGRICULTURAL DRAINAGE AND IRRIGATION PIPELINE REPLACEMENT**  
**PROJECT**

in accordance with these specifications, dated July, 2009.

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contracts and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said contract.

Signed and Sealed this 22nd day of September, 2009.

J & J BROTHERS CONSTRUCTION CO., INC. d/b/a

JONES BROS. CONSTRUCTION CO.

(Firm Name - Principal)

Affix Seal If  
Corporation

85-989 Avenue 52, P. O. Box 905, Coachella, California 92236

(Business Address)

By: 

(Signature - Attach Notary's Acknowledgment)

Johnny Jones, President

(Title)

SAFECO INSURANCE COMPANY OF AMERICA

(Corporation Name - Surety)

Affix Seal if  
Seal

7800 South Elati Street, Suite 100, Littleton, Colorado 80120

(Business Address)

By: 

(Signature - Attach Notary's Acknowledgment)

Cynthia M. Burnett

Attorney - In- Fact (Title - Attach Power of Attorney)

\*CONSTRUCTION CO., INC. d/b/a JONES BROS. CONSTRUCTION CO.

\*\*INSURANCE COMPANY OF AMERICA

\*\*\*OF RIVERSIDE, CALIFORNIA

\*\*\*\*MILLION NINETY TWO THOUSAND ONE HUNDRED SEVENTEEN AND 06/100 (\$1,092,117.06)



POWER  
OF ATTORNEY

Safeco Insurance Company of America  
General Insurance Company of America  
1001 4th Avenue  
Suite 1700  
Seattle, WA 98154

No. 13208

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

\*\*\*\*\*CYNTHIA M. BURNETT; DOUGLAS J. ROTHEY; ERIK ULIBARRI; KATHY VAN HOUTEN; Denver, Colorado\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 21st day of March, 2009

*Dexter R. Legg*

*T. A. Mikołajewski*

Dexter R. Legg, Secretary

Timothy A. Mikołajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 22nd day of September, 2009



*Dexter R. Legg*

Dexter R. Legg, Secretary

State of **COLORADO** )  
 ) ss.  
County of **ARAPAHOE** )

On **September 22, 2009**, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Cynthia M. Burnett**

known to me to be Attorney-in-Fact of **SAFECO INSURANCE COMPANY OF AMERICA**

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires: **July 21, 2013**

**Alexander D. Rothey,**

**Notary Public**

**PAYMENT BOND**  
(Public Work – Civil Code Section 3247 et seq.)

Bond No. 6376749

The makers of this bond are J & J BROTHERS CONSTRUCTION CO., \* as Principal and Original Contractor, and SAFECO INSURANCE COMPANY OF AMERICA a corporation, authorized to issue Surety Bonds in California, as Surety, a and this bond is issued in conjunction with that certain public works contract date Sept. 22, 2009 between Principal and REDEVELOPMENT\*\* a public works entity, as Owner, for \$ONE MILLION\*\*\* the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of

**AIRPORT BOULEVARD  
AGRICULTURAL DRAINAGE AND IRRIGATION PIPELINE REPLACEMENT  
PROJECT**

The beneficiaries of this bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Section 3248, 3249, 4250, and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirement, amount of compensation, or repayment under said contract.

Signed and Sealed this 22nd Day of Sept. 2009

J & J BROTHERS CONSTRUCTION CO., INC. d/b/a

JONES BROS. CONSTRUCTION CO.

(Firm Name – Principal)

85-989 Avenue 52, P. O. Box 905

Coachella, California 92236

(Business Address)

Affix Seal if  
Corporation

By: 

(Signature – Attach Notary's Acknowledgment)

Johnny Jones, President  
(Title)

SAFECO INSURANCE COMPANY OF AMERICA

7800 South Elati Street, Suite 100

Littleton, Colorado 80120

(Business Address)

Affix Corporate  
Seal

By: 

(Signature – Attach Notary's Acknowledgment)

Cynthia M. Burnett

ATTORNEY – IN- FACT

(Title – Attach Power of Attorney)

\*INC. d/b/a JONES BROS. CONSTRUCTION CO.

\*\*AGENCY FOR THE COUNTY OF RIVERSIDE, CALIFORNIA

\*\*\*NINETY TWO THOUSAND ONE HUNDRED SEVENTEEN AND 06/100 DOLLARS (\$1,092,117.06)

State of **COLORADO** )  
County of **ARAPAHOE** ) ss.

On Sept. 22, 2009, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Cynthia M. Burnett**

known to me to be Attorney-in-Fact of **SAFECO INSURANCE COMPANY OF AMERICA**

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires: **July 21, 2013**

  
**Alexander D. Rothey,**

Notary Public



POWER  
OF ATTORNEY

Safeco Insurance Company of America  
General Insurance Company of America  
1001 4th Avenue  
Suite 1700  
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 13208

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*CYNTHIA M. BURNETT; DOUGLAS J. ROTHEY; ERIK ULIBARRI; KATHY VAN HOUTEN; Denver, Colorado\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

*Dexter R. Legg*

*T. Mikolajewski*

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 22nd day of Sept., 2009



*Dexter R. Legg*

Dexter R. Legg, Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On Sept. 23, 2009 before me, K.L. Manning, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Johnny Jones  
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 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 & Payment Bond

Document Date: Sept. 22, 2009 Number of Pages: 2

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

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

Signer's Name: Johnny Jones

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

Signer Is Representing: Jones Bros Const. Co.

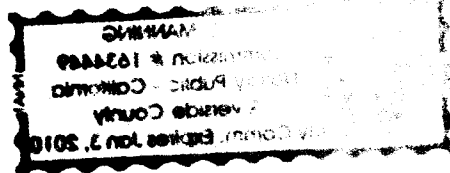
RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here





**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
12/22/2009

## PRODUCER

Desert Empire Insurance  
Services, Inc. LIC # 0F09643  
77-564 Country Club Drive  
Palm Desert, CA 92211THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: National Union Fire Insurance

AIU

INSURER B: Interstate Fire &amp; Casualty

AmWINS

INSURER C: SeaBright Insurance Company

15563

INSURER D: Travelers Property &amp; Casualty

INSURER E: Peerless Insurance Company

## INSURED

Jones Brothers Construction Co.  
(J & J Brothers Construction Co. Inc.)  
Box 905  
Coachella, CA 92236

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GL23022507	04/14/09	04/14/10	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					10,000,000
E		AUTOMOBILE LIABILITY	BA9574172	03/27/09	03/27/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		GARAGE LIABILITY					
		<input type="checkbox"/> ANY AUTO					
B		EXCESS/UMBRELLA LIABILITY	PFX70009576	04/14/09	04/14/10	EACH OCCURRENCE	\$4,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$4,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BB1100807	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D		OTHER All risk	6601160C993	11/30/08	11/30/09		\$1,000,000
		Installation floater					

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

When required in a written contract, the Certificate holder is additional insured as respects liability arising out of your operations, per attached endorsement.  
Project: Airport Boulevard Agricultural Drainage & Irrigation Pipeline Replacement

## CERTIFICATE HOLDER

Redevelopment Agency for the  
County of Riverside  
44-199 Monroe St. #B  
Indio, CA 92201

## CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY MAIL OR BY FIRST CLASS MAIL~~ BY FIRST CLASS MAIL

AUTHORIZED REPRESENTATIVE

Van G Tanne

Dec. 22, 2009

**Jones Bros. Construction Company, Inc.**

**Carrier: Peerless Insurance Co. #BA9574172**

This endorsement modifies insurance provided under the following:

**Business auto coverage form**

WHO IS AN INSURED is amended to include as an insured the person(s) or organization(s) shown in the schedule below, but only with respect to their liability arising out of:

- a) your work for the additional insured(s) at the locations designated, or
- b) acts or omissions of the additional insured(s) in connection with their general supervision of "your work" at the location shown in the schedule.

**Waiver of Subrogation**

If required by written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

Additional insured:

Redevelopment Agency for the County of Riverside  
County of Riverside, their Directors, Officers, special Districts,  
Board of Supervisors, employees, agents or representatives

December 22, 2009

Named insured: JONES BROS. CONSTRUCTION CO. INC.

Policy number/ carrier: GL23022507 - National Union Fire Insurance Co. of Pittsburgh, PA.

This endorsement changes the policy. Please read it carefully.

**ADDITIONAL INSURED - WHEN REQUIRED UNDER CONTRACT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule with respect to liabilities arising out of your operations. (professional services are excluded)

# 61714 (9-01)

**PRIMARY**

Coverage provided by this policy to additional insureds shall be primary insurance but only as respects any claim, loss or liability arising out of the operations of the named insured, sub-subcontractors, materialmen or suppliers, and any insurance maintained by the additional insureds shall be non-contributing.

# 90533 (3-06)

**WAIVER of SUBROGATION**

If required by written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

(CG2404 (10-93))

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

Redevelopment Agency for the County of Riverside

**\*\*All work under an OCIP or Wrap is excluded**

**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.

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.

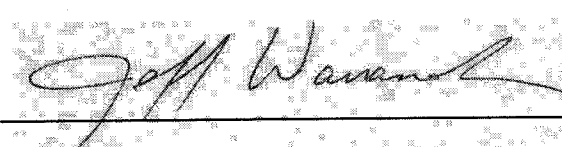
**Person or Organization****BLANKET WAIVER**

\*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	1-1-2010	Policy No.	BB1100807	Endorsement No.	1
Insured	J&J Brothers Construction Company, Inc. DBA: Jones Brothers Construction Co.			Policy Effective Date	01/01/2010
Insurance Company	SeaBright Insurance Company				

Countersigned By

WC 04 03 06  
(Ed. 4-84)

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
12/22/2009

## PRODUCER

Desert Empire Insurance  
Services, Inc. LIC # 0F09643  
77-564 Country Club Drive  
Palm Desert, CA 92211

DEC 24 2009

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

Jones Brothers Construction Co.  
(J & J Brothers Construction Co. Inc.)  
Box 905  
Coachella, CA 92236

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: SeaBright Insurance Company

15563

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below  <b>OTHER</b>	BB1100807	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <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

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All operations - when required in a written contract, a waiver of subrogation applies to the workers  
compensation.

Project: Airport Boulevard Agricultural Drainage &amp; Irrigation Pipeline Replacement

## CERTIFICATE HOLDER

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County of Riverside  
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DATE THEREOF, THE ISSUING INSURER WILL ~~RECOVER BY~~ MAIL 30 DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY MAIL OR BY FIRST CLASS MAIL~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
 AUTHORIZED REPRESENTATIVE  
*Van G Tanne*