

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

742



FROM: Redevelopment Agency

SUBMITTAL DATE:
December 30, 2009

SUBJECT: Approval of the Agreement with Contreras Construction Company in the Thousand Palms Community for the La Canada Way Sidewalk Project and Approval of the Project Budget

RECOMMENDED MOTION: That the Board of Directors:

1. Waive minor irregularity by the apparent low bidder Contreras Construction Company;
2. Accept and award the construction contract to the low bidder, Contreras Construction Company, in the amount of \$165,390.00;
3. Approve the project budget of \$225,929.00;
4. Approve and authorize the Chairman to execute contract documents on behalf of the Board.

BACKGROUND: On September 1, 2009, the Board approved the plans and specifications for the La Canada Way Sidewalk Project. A Notice Inviting Bids was released September 16 and 23, 2009 with sealed bids due on October 29th, 2009.

(Continued on Page 2)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 225,929.00	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.: 9/1/09, 3.53

District: 4th

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

44

FORM 11-APPROVED COUNTY COUNSEL
BY: *[Signature]*
NEAL R. KIPNIS
DATE: _____
Departmental Concurrence

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

BACKGROUND: (continued)

The Clerk of the Board received 5 bids. The bid submitted by the apparent low bidder Contreras Construction Company appears to be in appropriate form with the exception of the non-collusion affidavit. The affidavit has the pertinent facts inserted, and has a notary acknowledgement attached, however the affidavit itself was not actually signed.

County Counsel, in the past, advised that a bid is non-responsive if the non-collusion affidavit is not submitted, or was submitted but there was no evidence of intent to execute it. To allow other than submission at time of bid would seem to subvert the intent of the statute. In this case, however, the form was submitted, the name of the individual to be signing was inserted, and the notary acknowledgement was attached, all evidencing an apparent intent to make the required statement upon submission of the bid, but with the lack of the actual signature. Therefore the Agency recommends in this instance to find the defective affidavit an inconsequential deviation and consequently request that the Board waive it as a minor irregularity, as this has been corrected in the final contract package.

If the Board waives this minor irregularity, County Counsel has determined that Contreras Construction Company, can be deemed the lowest responsible bidder and would constitute a proper basis for award of the contract.

Therefore, EDA Staff recommends that the Board waive the minor irregularity and award the contract to the lowest qualified bidder, Contreras Construction Co., in the amount of \$165,390.00 and approve the project budget as follows:

Project Budget:

Construction	\$165,390.00
Permits/Inspection/ Misc.	\$ 25,000.00
Materials Testing	\$ 15,000.00
<u>Subtotal</u>	<u>\$205,390.00</u>
Contingency 10%	\$ 20,539.00
<u>Project Total</u>	<u>\$225,929.00</u>

The project will be funded entirely by Redevelopment Agency Capital Improvement Funds - DCPA and will not impact County General Funds.

Attachments:

Bid Summary
Agreement Forms
Performance Bonds
Payment Bonds
Certificate of Liability Insurance
Certificate of Workers' Compensation Insurance

AGREEMENT FORM

THIS AGREEMENT entered into this 26 day of Jan, 2010, by and between Contreras Construction Co., hereinafter called the "Contractor" and the Redevelopment Agency for the County of Riverside, hereinafter called the "Owner".

WITNESSETH

That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The complete Contract includes all of the Contract 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, Specific 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 materials for the construction of: La Canada Way Street Improvements, in strict accordance with the plans and specifications dated, September 18, 2009 prepared by Albert A. Webb Associates, hereinafter called the "Engineer", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Engineer and shall be completed within thirty (30) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

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 Contract Documents, the sum of One Hundred Sixty Five Thousand Three Hundred Ninety Dollars (\$165,390.00).

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

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

Type of Contractor's organization

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, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation Enrique G. Contreras

Name of Secretary of Corporation Ruben G. Contreras

Corporation is organized under the laws of the state of California

AFFIX
SEAL

Firm Name Contreras Const. Co.

Signature [Signature]

Title of Office President

Address 81-149 India Blvd.
Indio, CA 92201

Contractor's License No. 857632

Attest: **KECIA HARPER-IHEM**

[Signature]
Deputy

By [Signature]
Owner

Seal

MARION ASHLEY

Chairman, Board of Directors

FORM APPROVED COUNTY COUNSEL

BY: [Signature]
NEAL R. KIPNIS

DATE

XIV

State of California

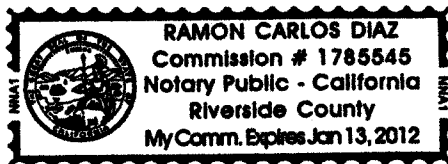
SS.

County of Riverside

On December 10, 2009, before me, Ramon Carlos Diaz (Notary Public), personally
appeared Enrique G. Contreras

Personally known to me, or

☒ 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.

WITNESS my hand and official seal.

OPTIONAL

Description of Attached Document

Title or Type of Document: Agreement (County of Riverside)

Document Date: 12/10/2009 Number of Pages: 2

Signer or Other than Name Above: _____

Signer is Representing: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

Individual

Corporate Officer-Title(s): _____

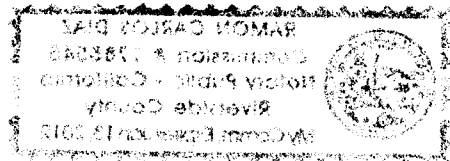
Partner- Limited- General

Attorney in Fact

Trustee

Guardian or Conservator

Other



Bond No: 729495P
Premium: Included
Issued in duplicate

PAYMENT BOND
(Public Work - Civil code Section 3247 et seq.)

The makers of this bond are Contreras Construction Co., as Principal and Original Contractor, and Developers Surety *, 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 **, a public entity, as Owner, for \$ 165,390.00, the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of road improvements and rough grading.

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 Sections 3248, 3249, 4250 and 3252 of said Code. Without notice, Surety consents to extension of time or performance, change in requirements, amount of compensation, or repayment under said contract. *& Indemnity Company

**Redevelopment Agency for the County of Riverside

DATED: December 9, 2009

Contreras Construction Co.

Original Contractor - Principal

Developers Surety & Indemnity Company By _____
Surety

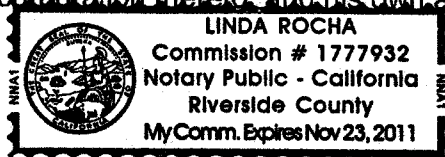
By Diane M. Nielsen
Its Attorney in Fact
Diane M. Nielsen

Title President
(If corporation, affix seal)

STATE OF CALIFORNIA)
COUNTY OF Riverside)

SURETYS ACKNOWLEDGMENT

On December 9, 2009, before me personally appeared Diane M. Nielsen, known to me to be the person whose name is subscribed to the within instrument as attorney in fact of Developers Surety *, a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own as its attorney in fact.



Linda Rocha
Linda Rocha, Notary Public
Notary Public (Seal)

Approved as to form:

Agency Counsel

State of California

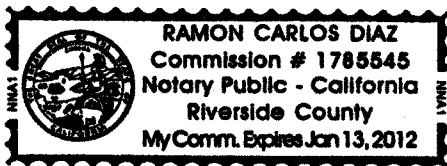
SS.

County of Riverside

On December 10, 2009, before me, Ramon Carlos Diaz (Notary Public), personally
appeared Enrique G. Contreras

Personally known to me, or

☒ 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.

WITNESS my hand and official seal.

OPTIONAL

Description of Attached Document

Title or Type of Document: Payment Bond (County of Riverside)

Document Date: 12/09/2009 Number of Pages: 1

Signer or Other than Name Above: _____

Signer is Representing: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

Individual

Corporate Officer-Title(s): _____

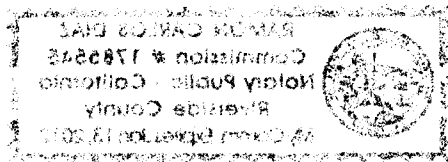
Partner- Limited- General

Attorney in Fact

Trustee

Guardian or Conservator

Other



Bond No. 729495P
Premium: \$2219.00
Premium is for the contract ter
and is subject to adjustment
based on final contract price.
Issued in duplicate

PERFORMANCE BOND

The makers of this bond, Contreras Construction Co., as Principal, and Developers Surety & Indemnity Company, as Surety, are held and firmly bound unto Redevelopment Agency for the County of Riverside, hereinafter called the Owner, in the sum of \$ 165,390.00, One hundred sixty five thousand, three hundred* 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.

*ninety

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Owner, dated _____, 20__, for the construction of La Canada Way Street Improvements in accordance with plans and specifications, dated _____, 20__.

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 contract 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.

DATED:

December 9, 2009

Contreras Construction Co.

PRINCIPAL

Developers Surety & Indemnity Company By _____
SURETY

By

Diane M. Nielsen

Its Attorney In Fact

Diane M. Nielsen, Attorney in Fact

Title

President

(If corporation, affix seal)

(NOTE: This bond must be executed by both parties, with corporate seals affixed. All signatures must be acknowledged. Attach acknowledgments.)

State of California

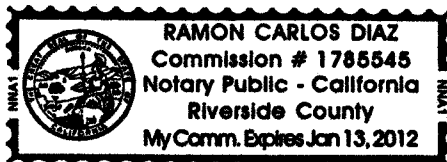
SS.

County of Riverside

On December 10, 2009, before me, Ramon Carlos Diaz (Notary Public), personally
appeared Enrique G. Contreras

Personally known to me, or

☒ 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.

WITNESS my hand and official seal.

OPTIONAL

Description of Attached Document

Title or Type of Document: Performance Bond (County of Riverside)

Document Date: 12/09/2009 Number of Pages: 1

Signer or Other than Name Above: _____

Signer is Representing: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

Individual

Corporate Officer-Title(s): _____

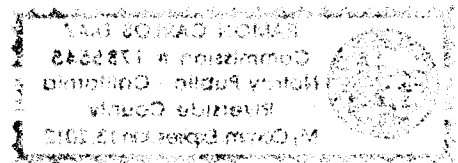
Partner- Limited- General

Attorney in Fact

Trustee

Guardian or Conservator

Other



STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

ON December 9, 2009, BEFORE ME, LINDA ROCHA, Notary Public

PERSONALLY APPEARED: Diane M. Nielsen

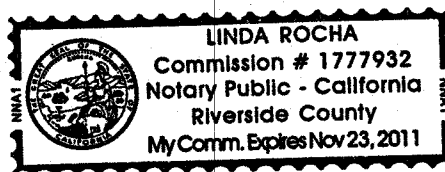
Who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument & acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signatures (s) on the instrument the person (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: Linda Rocha

Linda Rocha, Notary



ALL PURPOSE ACKNOWLEDGMENT

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

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

Ann Willard, Diane M. Nielsen, Van G. Tanner, Paul W. Lewis, Sal C. Sandoval, Mathew S. Costello, jointly or severally

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

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

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: Stephen T. Pate
Stephen T. Pate, Senior Vice President

By: Charles L. Day
Charles L. Day, Assistant Secretary

State of California
County of Orange

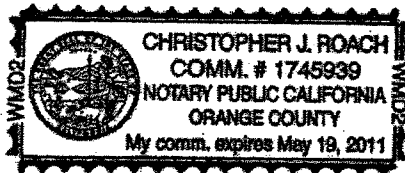
On January 1st, 2008 before me,
Date

Christopher J. Roach, Notary Public

Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day

Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature

Christopher J. Roach
Christopher J. Roach

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, the 9th day of December, 2009.

By: Albert Hillebrand
Albert Hillebrand, Assistant Secretary

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/09/2009												
PRODUCER Desert Empire Insurance Services, Inc. LIC # 0F09643 77-564 Country Club Drive Palm Desert, CA 92211		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 Contreras Construction Co PO Box 1808 Indio, CA 92202-1808		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Navigators Specialty Insurance</td> <td>36056</td> </tr> <tr> <td>INSURER B: RSUI Indemnity</td> <td>22314</td> </tr> <tr> <td>INSURER C: State Fund</td> <td>35076</td> </tr> <tr> <td>INSURER D: Peerless Insurance Company</td> <td>24198</td> </tr> <tr> <td>INSURER E: Golden Eagle</td> <td>10836</td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Navigators Specialty Insurance	36056	INSURER B: RSUI Indemnity	22314	INSURER C: State Fund	35076	INSURER D: Peerless Insurance Company	24198	INSURER E: Golden Eagle	10836
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INSURER C: State Fund	35076													
INSURER D: Peerless Insurance Company	24198													
INSURER E: Golden Eagle	10836													

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCIP Excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SF08CGL01270801	09/17/09	09/17/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	E				AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	NHA224568	09/17/09	09/17/10	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
					C
D	OTHER Leased/ Rented Equipment	CBP9886100	08/20/09	08/20/10	\$150,000/\$1,000 ded.


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

Re: La Canada Way Street Improvements

Riverside County Redevelopment Agency, its directors, officers, special districts, board of supervisors, employees, agents or representative are named additional insured per the attached form ANF-ES 160 5/06.

Waiver of subrogation in favor of the certificate holder applies to all policies.

CERTIFICATE HOLDER**CANCELLATION****10 Days for Non-Payment**

Riverside County Redevelopment Agency 44199 Monroe Street, Suite B Indio, CA 92201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
(EXCLUDING RESIDENTIAL)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)
CG 20 10 11 85**

SCHEDULE

Name of Person or Organization:

Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

The following additional provisions apply to any entity that is an insured by the terms of this endorsement:

1. **Primary Wording**

If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.

2. **Waiver of Subrogation**

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.

3. Neither the coverages provided by this insurance policy nor the provisions of this endorsement shall apply to any claim arising out of the sole negligence of any additional insured or any of their agents/ employees.

4. This endorsement does not apply to any work involving or related to properties intended for permanent residential or habitation occupancy (other than apartments).

The words "you" and "your" refer to the Named Insured shown in the Declarations.

"Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

ANF-ES 160 (5/ 2006)

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-09-2009

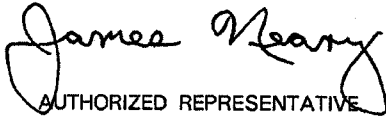
GROUP: 000238
POLICY NUMBER: 0005230-2008
CERTIFICATE ID: 29
CERTIFICATE EXPIRES: 01-01-2010
01-01-2009/01-01-2010COUNTY OF RIVERSIDE DEVELOPMENT AGENCY
44199 MONROE ST STE B
INDIO CA 92201-3094

SK

JOB: LA CANADA WAY STREET IMPROVEMENTS

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period that will expire or did expire as indicated above.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


AUTHORIZED REPRESENTATIVE
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2009-12-09 IS
ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
COUNTY OF RIVERSIDE DEVELOPMENT AGENCYENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2009 IS
ATTACHED TO AND FORMS A PART OF THIS POLICY.ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2009-12-09 IS
ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
COUNTY OF RIVERSIDE DEVELOPMENT AGENCY

EMPLOYER

CONTRERAS CONTRUCTION CO
PO BOX 1808
INDIO CA 92202

SK

[B17,SK]

Bid Summary

TO:	Pamela J. Walls County Counsel	PROJECT:	La Canada Way Sidewalk Improvements
FROM:	Jane Jennings 955-8092 Board Assistant COB	BID DATE:	10/29/09
		BID TIME:	10:30 a.m.
		ITEM/DATE:	#4.6 of 9/01/09

CONTRACTORS

BASE BID AMOUNT

Contreras Construction Co.
81-149 Indio Blvd.
Indio, CA 92201
(760) 347-6070

contrerasconstco@aol.com
Raquel

\$ 165,390.00

B&T Works, Inc.
23905 Clinton Keith Rd. #114-351
Wildomar CA 92595
N/A

\$ 198,745.00

4-Con Engineering, Inc.
2751 Avalon Street
Riverside, CA 92509
(951) 222-2241

\$ 251,010.00

Desert Concepts Construction, Inc.
77-770 Country Club Dr. Ste D.
Palm Desert, CA 92211
(760) 200-9007

\$ 283,510.00

Elite Bobcat Service, Inc.
1320 E. 6th St. #100.
Corona, CA 92879
(951) 279-6869

\$ 286,125.00

AFFIDAVIT FOR CORPORATE CONTRACTOR

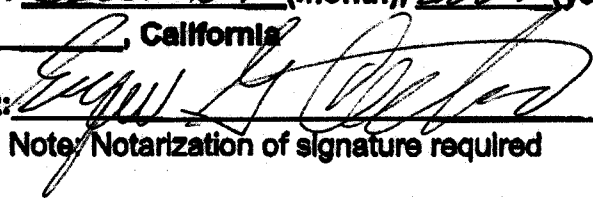
Enrique G. Contreras declares as follows:

That he or she is President of Contreras Construction Co.
a corporation which is a party making the foregoing proposal or bid; that the bid is not made in the interest of; or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury, that the foregoing is true and correct.

Dated this 15 (day) of December (month), 2009 (year)
at Indio, California

Signature of affiant:



Note: Notarization of signature required

State of California

SS.

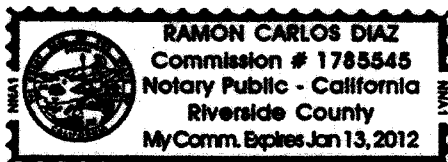
County of Riverside

On December 15, 2009, before me, Ramon Carlos Diaz (Notary Public), personally appeared Enrique G. Contreras

Personally known to me, or

☒ 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.



WITNESS my hand and official seal.

OPTIONAL

Description of Attached Document

Title or Type of Document: Affidavit for Corporate Contractor (County of Riverside)

Document Date: 12/15/2009 Number of Pages: 1

Signer or Other than Name Above: _____

Signer is Representing: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

Individual

Corporate Officer-Title(s): _____

Partner- Limited- General

Attorney in Fact

Trustee

Guardian or Conservator

Other