

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

4247



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
January 27, 2010

SUBJECT: Landscaping of an existing median island on Limonite Avenue, from Cedar Creek Road to Sumner Avenue in the City of Eastvale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Reject first and second apparent low Contractor Proposals received from Inland Empire Landscape, Inc. and EZ Sunnyday Landscape, Inc. for being non-responsive; and,
2. Accept the third lowest responsive bid from Adame Landscape, Inc. of Murrieta, CA in the amount of \$48,417; and,

RECOMMENDED MOTION (continued):

Juan C. Perez
Director of Transportation

JCP:jrj:sb

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 48,417	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Mira Loma RBBD (88.4%), Gas Tax (11.6%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: February 8, 2011
 xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref. 11/2/2010 Item 3.53 | **District:** 2 | **Agenda Number:**

3.41

FORM APPROVED COUNTY COUNSEL
 BY:
 MARSHAL L. VICTOR
 DATE: 1/15/11
 Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Landscaping of an existing median island on Limonite Avenue, from Cedar Creek Road to Sumner Avenue in the City of Eastvale.

January 27, 2010

Page 2 of 2

3. Award the contract to Adame Landscape, Inc. and authorize the Chairman of the Board to execute the contract documents; and,
4. Approve the project's proposed budget as shown on Attachment "A".

BACKGROUND:

By Minute Order dated November 2, 2010 (agenda item 3.53) the Board authorized the Clerk of the Board to advertise for the Landscaping of an existing median island on Limonite Avenue, from Cedar Creek Road to Sumner Avenue in the City of Eastvale. Additionally, the plans and specifications were approved by the Board within this agenda item.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, November 24, 2010. Ten responsive bids out of twelve were received. The basis for the selection of a contractor is the lowest responsive and responsible bidder.

The bid received from Inland Empire Landscape, Inc. was rejected and considered non responsive because they altered County's issued contract document and added an additional bid line item "Traffic Control Services" to their bid proposal. Any change to the originally issued bid terms makes the bid non-responsive.

The bid received from EZ Sunnyday Landscape, Inc. was also considered non-responsive due to the incorrect project title on the Bid Bond which made the Bid Bond unacceptable. Contractor's Bid without an enforceable bid bond is non-responsive.

County Counsel has reviewed the submitted apparent low bids, and has indicated concurrence that the two apparent low bids do not meet the bidding requirements of the contract documents. As a result, these two bids are non-responsive and rejected.

The lowest responsive bid was submitted by Adame Landscape Inc. of Murrieta, CA in the amount of \$48,417; which is \$26,704 (35.55%) below the Engineer's Estimate.

Jurupa Community Service District (JCSD) will maintain the median landscape in accordance with the maintenance agreement with the County, dated December 8, 2008.

The City of Eastvale desires to see the improvements completed. The majority of the funding for this project is provided from Road and Bridge Benefit District funds. These funds were contributed with developer fees for developments within the City of Eastvale.

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

The contractor is qualified.

Project Number: ZMS0006

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Adame Landscape, Inc.
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Minority Status:

M W DV None

Vendor/Lessor Location:	Murrieta, Ca.
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Local Preference Applied: Yes No N/A

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 48,417.41 to \$ 71,290.50
Local Bid Range: N/A
Responsive and
Responsible Bid Range: \$ 48,417.41 to \$ 71,290.50

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

Attachment "A"

Riverside County Transportation Department

Project: **ZMS0006**

Project No.(s): **Limonite Avenue Landscaping Median**

Expenses as of:

1/5/11

Project Costs and Budget

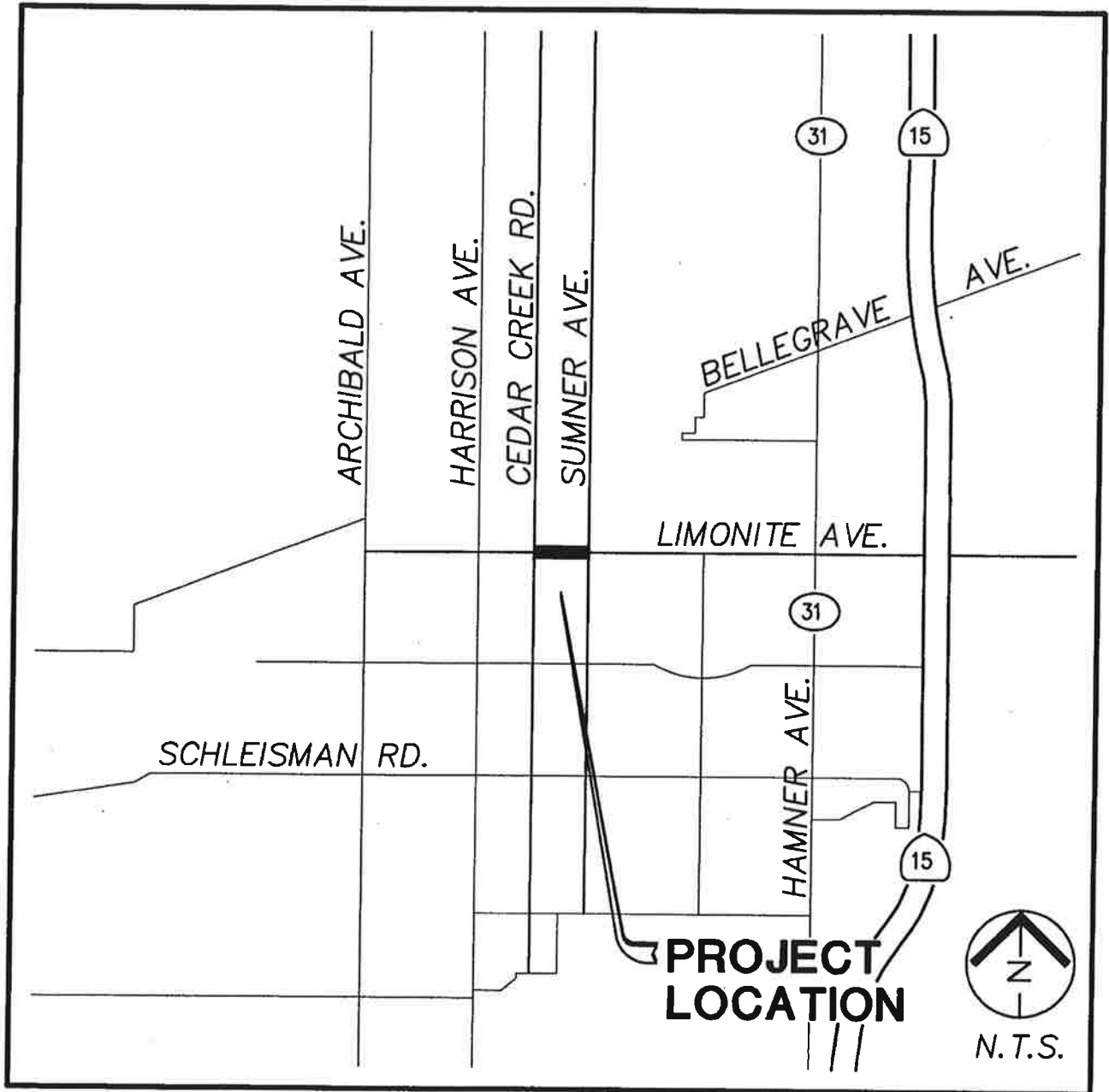
Activity	Incurred Costs	Projected Costs	Total Costs	Proposed Budget
Preliminary Survey				
Environmental		100	100	
Design	19,506	500	21,000	21,000
Right-of-way				
Utilities				
Construction		48,418	54,000	54,000
Construction Contingency 10.0%		4,842		
Construction Engineering & Inspection		20,000	20,000	20,000
Construction Survey				
Totals:	19,506	73,860	95,100	95,000

Project Funding

Code	Name	Proposed Budget
200	Gas Tax	11,000
428	Mira Loma RBBB	84,000
Totals		95,000

Comments

LIMONITE AVE. LANDSCAPE MEDIAN
FROM CEDAR CREEK ROAD TO SUMNER AVENUE
PROJECT NO. ZMS0006



SECTION 23, TOWNSHIP 2 SOUTH, RANGE 7 WEST
VICINITY MAP

Riverside County Transportation Department
Summary of Bids

Advertised: November 2, 2010 (Agenda Item: 3.53)

Addenda: None

Bids Open: 2 pm Date: Wednesday, November 24, 2010

PROJECT: Limonite Avenue, Landscape Median Improvements
from Cedar Creek Road to Sumner Avenue, in the City of Eastvale

PROJECT NO. ZMS0006

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	County Estimate			Adame Landscape, Inc. Murrieta, CA 92562	
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	1,122.30	1,122.30	
2	074020	WATER POLLUTION CONTROLS	LS	1	1,000.00	1,000.00	5,611.50	5,611.50	
3	000003	FINE GRADING	SQFT	9,655	0.11	1,062.05	0.08	772.40	
4	000003	SOIL PREPARATION (AMENDMENTS, FERTILIZERS & WEED PREPARATION).	SQFT	9,655	0.28	2,703.40	0.08	772.40	
5	000003	MULCHING (RECYCLED ORGANIC) - 3" THICK	SQFT	9,655	0.34	3,282.70	0.37	3,572.35	
6	000003	5 GALLON SHRUBS	EA	244	22.78	5,558.32	15.71	3,833.24	
7	000003	1 GALLON SHRUBS	EA	1,644	11.00	18,084.00	5.05	8,302.20	
8	000003	12" MAINTENANCE STRIP/WALK - NATURAL COLOR WITH BROOM FINISH	SQFT	1,625	8.10	13,162.50	7.07	11,488.75	
9	000003	MAINTENANCE (3 MONTHS)	LS	1	14,000.00	14,000.00	673.38	673.38	
10	000003	1812 POP-UP SPRAY HEAD, SWING JOINT, CHECK VALVE, PRESSURE REGULATOR, ROTATING NOZZLE, NP CAP	EA	144	38.89	5,600.16	37.60	5,414.40	
11	000003	ELECTRIC CONTROL VALVE W/FITTINGS - 1 1/2"	EA	2	291.32	582.64	280.58	561.16	
12	000003	PVC BALL VALVE AT QUICK COUPLER - 1"	EA	3	66.00	198.00	56.12	168.36	
13	000003	PVC BALL VALVE AT VALVE - 1 1/2"	EA	2	89.80	179.60	28.06	56.12	
14	000003	NIBCO T-113-K BRONZE GATE VALVE - 2"	EA	1	399.85	399.85	505.04	505.04	
15	208649	QUICK COUPLING VALVE	EA	3	183.05	549.15	168.35	505.05	
16	000003	PURPLE PLASTIC 10" ROUND VALVE BOX W/SUMP, FILTER FABRIC	EA	7	38.87	272.09	15.15	106.05	
17	000003	PURPLE PLASTIC STANDARD RECTANGULAR VALVE BOX W/SUMP, FILTER FABRIC	EA	3	44.53	133.59	28.06	84.18	
18	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 3/4"	LF	950	1.71	1,624.50	0.39	370.50	
19	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1"	LF	850	1.99	1,691.50	0.62	527.00	
20	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1 1/4"	LF	50	2.26	113.00	0.84	42.00	
21	000003	PURPLE PRESSURE SUPPLY LINE - CL 315 - 2 1/2"	LF	665	3.29	2,187.85	3.93	2,613.45	
22	000003	14 GAUGE DIRECT BURIAL WIRE	LF	2,300	0.19	437.00	0.45	1,035.00	
23	000003	MISC. FITTINGS AND THRUST BLOCKS	LS	1	1,300.00	1,300.00	280.58	280.58	
TOTAL									
ITEMS 1-23						75,121.90		48,417.41	

Riverside County Transportation Department
Summary of Bids

Advertised: November 2, 2010 (Agenda Item: 3.53)

Addenda: None

Bids Open: 2 pm Date: Wednesday, November 24, 2010

PROJECT: Limonite Avenue, Landscape Median Improvements
from Cedar Creek Road to Sumner Avenue, in the City of Eastvale

PROJECT NO. ZMS0006

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Southern California Landscape, Inc. Fontana, CA 92335		Jim Prather's Landscape, Inc. Etiwanda, CA 91739-0351	
					UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	2,000.00	2,000.00	2,400.00	2,400.00
2	074020	WATER POLLUTION CONTROLS	LS	1	2,500.00	2,500.00	2,500.00	2,500.00
3	000003	FINE GRADING	SQFT	9,655	0.15	1,448.25	0.12	1,158.60
4	000003	SOIL PREPARATION (AMENDMENTS, FERTILIZERS & WEED PREPARATION).	SQFT	9,655	0.15	1,448.25	0.18	1,737.90
5	000003	MULCHING (RECYCLED ORGANIC) - 3" THICK	SQFT	9,655	0.23	2,220.65	0.265	2,558.58
6	000003	5 GALLON SHRUBS	EA	244	14.00	3,416.00	22.00	5,368.00
7	000003	1 GALLON SHRUBS	EA	1,644	5.00	8,220.00	7.50	12,330.00
8	000003	12" MAINTENANCE STRIP/WALK - NATURAL COLOR WITH BROOM FINISH	SQFT	1,625	7.50	12,187.50	5.87	9,538.75
9	000003	MAINTENANCE (3 MONTHS)	LS	1	2,000.00	2,000.00	956.00	956.00
10	000003	1812 POP-UP SPRAY HEAD, SWING JOINT, CHECK VALVE, PRESSURE REGULATOR, ROTATING NOZZLE, NP CAP	EA	144	27.00	3,888.00	20.00	2,880.00
11	000003	ELECTRIC CONTROL VALVE W/FITTINGS - 1 1/2"	EA	2	400.00	800.00	240.00	480.00
12	000003	PVC BALL VALVE AT QUICK COUPLER - 1"	EA	3	75.00	225.00	24.00	72.00
13	000003	PVC BALL VALVE AT VALVE - 1 1/2"	EA	2	50.00	100.00	36.00	72.00
14	000003	NIBCO T-113-K BRONZE GATE VALVE - 2"	EA	1	500.00	500.00	75.00	75.00
15	208649	QUICK COUPLING VALVE	EA	3	175.00	525.00	175.00	525.00
16	000003	PURPLE PLASTIC 10" ROUND VALVE BOX W/SUMP, FILTER FABRIC	EA	7	50.00	350.00	28.00	196.00
17	000003	PURPLE PLASTIC STANDARD RECTANGULAR VALVE BOX W/SUMP, FILTER FABRIC	EA	3	50.00	150.00	42.00	126.00
18	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 3/4"	LF	950	0.75	712.50	0.84	798.00
19	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1"	LF	850	0.95	807.50	1.44	1,224.00
20	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1 1/4"	LF	50	1.25	62.50	1.82	91.00
21	000003	PURPLE PRESSURE SUPPLY LINE - CL 315 - 2 1/2"	LF	665	5.50	3,657.50	5.30	3,524.50
22	000003	14 GAUGE DIRECT BURIAL WIRE	LF	2,300	0.50	1,150.00	0.18	414.00
23	000003	MISC. FITTINGS AND THRUST BLOCKS	LS	1	3,420.00	3,420.00	3,871.68	3,871.68
TOTAL ITEMS 1-23						51,788.65		52,897.01

Riverside County Transportation Department
Summary of Bids

PROJECT: Limonite Avenue, Landscape Median Improvements
from Cedar Creek Road to Sumner Avenue, in the City of Eastvale

Advertiser: November 2, 2010 (Agenda Item: 3.53)

Addenda: None

Bids Open: 2 pm Date: Wednesday, November 24, 2010

PROJECT NO. ZMS0006

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Green Horizons Landscape & Maint. Escondido, CA 92029		Mariposa Landscapes, Inc. Irwindale, CA 91706	
					UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	1,500.00	1,500.00	8,841.00	8,841.00
2	074020	WATER POLLUTION CONTROLS	LS	1	500.00	500.00	1,010.00	1,010.00
3	000003	FINE GRADING	SQFT	9,655	0.13	1,255.15	0.07	675.85
4	000003	SOIL PREPARATION (AMENDMENTS, FERTILIZERS & WEED PREPARATION).	SQFT	9,655	0.10	965.50	0.31	2,993.05
5	000003	MULCHING (RECYCLED ORGANIC) - 3" THICK	SQFT	9,655	0.55	5,310.25	0.026	251.03
6	000003	5 GALLON SHRUBS	EA	244	16.00	3,904.00	11.01	2,686.44
7	000003	1 GALLON SHRUBS	EA	1,644	6.00	9,864.00	5.45	8,959.80
8	000003	12" MAINTENANCE STRIP/WALK - NATURAL COLOR WITH BROOM FINISH	SQFT	1,625	9.40	15,275.00	10.49	17,046.25
9	000003	MAINTENANCE (3 MONTHS)	LS	1	900.00	900.00	1,640.00	1,640.00
10	000003	1812 POP-UP SPRAY HEAD, SWING JOINT, CHECK VALVE, PRESSURE REGULATOR, ROTATING NOZZLE, NP CAP	EA	144	22.00	3,168.00	28.28	4,072.32
11	000003	ELECTRIC CONTROL VALVE W/FITTINGS - 1 1/2"	EA	2	195.00	390.00	189.49	378.98
12	000003	PVC BALL VALVE AT QUICK COUPLER - 1"	EA	3	75.00	225.00	82.92	248.76
13	000003	PVC BALL VALVE AT VALVE - 1 1/2"	EA	2	95.00	190.00	55.19	110.38
14	000003	NIBCO T-113-K BRONZE GATE VALVE - 2"	EA	1	450.00	450.00	443.00	443.00
15	208649	QUICK COUPLING VALVE	EA	3	155.00	465.00	155.96	467.88
16	000003	PURPLE PLASTIC 10" ROUND VALVE BOX W/SUMP, FILTER FABRIC	EA	7	25.00	175.00	8.87	62.09
17	000003	PURPLE PLASTIC STANDARD RECTANGULAR VALVE BOX W/SUMP, FILTER FABRIC	EA	3	35.00	105.00	20.31	60.93
18	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 3/4"	LF	950	1.50	1,425.00	2.36	2,242.00
19	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1"	LF	850	1.60	1,360.00	2.70	2,295.00
20	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1 1/4"	LF	50	2.00	100.00	5.08	254.00
21	000003	PURPLE PRESSURE SUPPLY LINE - CL 315 - 2 1/2"	LF	665	3.50	2,327.50	5.10	3,391.50
22	000003	14 GAUGE DIRECT BURIAL WIRE	LF	2,300	0.30	690.00	0.18	414.00
23	000003	MISC. FITTINGS AND THRUST BLOCKS	LS	1	4,450.00	4,450.00	37.00	37.00
TOTAL								
ITEMS 1-23						54,994.40		58,581.26

Riverside County Transportation Department
Summary of Bids

PROJECT: Limonite Avenue, Landscape Median Improvements
from Cedar Creek Road to Sumner Avenue, in the City of Eastvale

Advertiser: November 2, 2010 (Agenda Item: 3.53)

Addenda: None

Bids Open: 2 pm Date: Wednesday, November 24, 2010

PROJECT NO. ZMS0006

ITEM NO. / ITEM CODE		CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	BID ESTIMATE	Wallace Industries, Inc. Apple Valley, CA 92307	
							BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	500.00	500.00	7,200.00	7,200.00
2	074020	WATER POLLUTION CONTROLS	LS	1	4,000.00	4,000.00	7,600.00	7,600.00
3	000003	FINE GRADING	SQFT	9,655	0.15	1,448.25	0.21	2,027.55
4	000003	SOIL PREPARATION (AMENDMENTS, FERTILIZERS & WEED PREPARATION).	SQFT	9,655	0.50	4,827.50	0.30	2,896.50
5	000003	MULCHING (RECYCLED ORGANIC) - 3" THICK	SQFT	9,655	0.50	4,827.50	0.67	6,468.85
6	000003	5 GALLON SHRUBS	EA	244	16.00	3,904.00	16.50	4,026.00
7	000003	1 GALLON SHRUBS	EA	1,644	5.50	9,042.00	10.30	16,933.20
8	000003	12" MAINTENANCE STRIP/WALK - NATURAL COLOR WITH BROOM FINISH	SQFT	1,625	11.00	17,875.00	6.80	11,050.00
9	000003	MAINTENANCE (3 MONTHS)	LS	1	3,500.00	3,500.00	2,400.00	2,400.00
10	000003	1812 POP-UP SPRAY HEAD, SWING JOINT, CHECK VALVE, PRESSURE REGULATOR, ROTATING NOZZLE, NP CAP	EA	144	25.00	3,600.00	22.50	3,240.00
11	000003	ELECTRIC CONTROL VALVE W/FITTINGS - 1 1/2"	EA	2	150.00	300.00	123.00	246.00
12	000003	PVC BALL VALVE AT QUICK COUPLER - 1"	EA	3	50.00	150.00	16.25	48.75
13	000003	PVC BALL VALVE AT VALVE - 1 1/2"	EA	2	100.00	200.00	30.00	60.00
14	000003	NIBCO T-113-K BRONZE GATE VALVE - 2"	EA	1	180.00	180.00	110.00	110.00
15	208649	QUICK COUPLING VALVE	EA	3	150.00	450.00	80.00	240.00
16	000003	PURPLE PLASTIC 10" ROUND VALVE BOX W/SUMP, FILTER FABRIC	EA	7	15.00	105.00	15.00	105.00
17	000003	PURPLE PLASTIC STANDARD RECTANGULAR VALVE BOX W/SUMP, FILTER FABRIC	EA	3	25.00	75.00	25.00	75.00
18	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 3/4"	LF	950	2.25	2,137.50	0.75	712.50
19	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1"	LF	850	2.35	1,997.50	0.90	765.00
20	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1 1/4"	LF	50	2.50	125.00	1.00	50.00
21	000003	PURPLE PRESSURE SUPPLY LINE - CL 315 - 2 1/2"	LF	665	3.50	2,327.50	1.90	1,263.50
22	000003	14 GAUGE DIRECT BURIAL WIRE	LF	2,300	0.55	1,265.00	0.15	345.00
23	000003	MISC. FITTINGS AND THRUST BLOCKS	LS	1	4,000.00	4,000.00	1,124.00	1,124.00
TOTAL								
ITEMS 1-23						66,836.75		68,986.85

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Limonite Avenue, Landscape Median Improvements
from Cedar Creek Road to Sumner Avenue, in the City of Eastvale**

Advertised: November 2, 2010 (Agenda Item: 3.53)

Addenda: None

Bids Open: 2 pm Date: Wednesday, November 24, 2010

PROJECT NO. ZMS0006

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Nature Tech Landscaping, Inc. Riverside, Ca 92507		America West Landscape, Inc. Chino, CA 91710	
					UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	2,500.00	2,500.00	1,665.92	1,665.92
2	074020	WATER POLLUTION CONTROLS	LS	1	2,500.00	2,500.00	6,207.16	6,207.16
3	000003	FINE GRADING	SQFT	9,655	1.25	12,068.75	0.06	579.30
4	000003	SOIL PREPARATION (AMENDMENTS, FERTILIZERS & WEED PREPARATION).	SQFT	9,655	0.10	965.50	0.14	1,351.70
5	000003	MULCHING (RECYCLED ORGANIC) - 3" THICK	SQFT	9,655	0.30	2,896.50	0.50	4,827.50
6	000003	5 GALLON SHRUBS	EA	244	17.00	4,148.00	11.60	2,830.40
7	000003	1 GALLON SHRUBS	EA	1,644	5.00	8,220.00	5.52	9,074.88
8	000003	12" MAINTENANCE STRIP/WALK - NATURAL COLOR WITH BROOM FINISH	SQFT	1,625	9.30	15,112.50	9.17	14,901.25
9	000003	MAINTENANCE (3 MONTHS)	LS	1	1,160.00	1,160.00	4,674.48	4,674.48
10	000003	1812 POP-UP SPRAY HEAD, SWING JOINT, CHECK VALVE, PRESSURE REGULATOR, ROTATING NOZZLE, NP CAP	EA	144	30.00	4,320.00	36.68	5,281.92
11	000003	ELECTRIC CONTROL VALVE W/FITTINGS - 1 1/2"	EA	2	200.00	400.00	392.63	785.26
12	000003	PVC BALL VALVE AT QUICK COUPLER - 1"	EA	3	150.00	450.00	288.55	865.65
13	000003	PVC BALL VALVE AT VALVE - 1 1/2"	EA	2	150.00	300.00	415.23	830.46
14	000003	NIBCO T-113-K BRONZE GATE VALVE - 2"	EA	1	200.00	200.00	388.18	388.18
15	208649	QUICK COUPLING VALVE	EA	3	250.00	750.00	365.40	1,096.20
16	000003	PURPLE PLASTIC 10" ROUND VALVE BOX W/SUMP, FILTER FABRIC	EA	7	60.00	420.00	150.87	1,056.09
17	000003	PURPLE PLASTIC STANDARD RECTANGULAR VALVE BOX W/SUMP, FILTER FABRIC	EA	3	150.00	450.00	298.70	896.10
18	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 3/4"	LF	950	4.00	3,800.00	1.85	1,757.50
19	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1"	LF	850	2.00	1,700.00	1.80	1,530.00
20	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1 1/4"	LF	50	3.00	150.00	3.31	165.50
21	000003	PURPLE PRESSURE SUPPLY LINE - CL 315 - 2 1/2"	LF	665	6.00	3,990.00	5.23	3,477.95
22	000003	14 GAUGE DIRECT BURIAL WIRE	LF	2,300	1.00	2,300.00	0.68	1,564.00
23	000003	MISC. FITTINGS AND THRUST BLOCKS	LS	1	198.75	198.75	3,786.19	3,786.19
TOTAL ITEMS 1-23						69,000.00		69,593.59

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Limonite Avenue, Landscape Median Improvements
from Cedar Creek Road to Sumner Avenue, in the City of Eastvale**

Advertised: November 2, 2010 (Agenda Item: 3.53)

Addenda: None

Bids Open: 2 pm Date: Wednesday, November 24, 2010

PROJECT NO. ZMS0006

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	1,600.00	1,600.00	618.00	618.00
2	074020	WATER POLLUTION CONTROLS	LS	1	1,750.00	1,750.00	618.00	618.00
3	000003	FINE GRADING	SQFT	9,655	0.18	1,737.90	0.17	1,684.00
4	000003	SOIL PREPARATION (AMENDMENTS, FERTILIZERS & WEED PREPARATION).	SQFT	9,655	0.50	4,827.50	0.28	2,686.00
5	000003	MULCHING (RECYCLED ORGANIC) - 3" THICK	SQFT	9,655	0.87	8,399.85	0.32	3,054.00
6	000003	5 GALLON SHRUBS	EA	244	17.50	4,270.00	8.32	2,030.00
7	000003	1 GALLON SHRUBS	EA	1,644	6.25	10,275.00	3.60	5,912.00
8	000003	12" MAINTENANCE STRIP/WALK - NATURAL COLOR WITH BROOM FINISH	SQFT	1,625	5.75	9,343.75	5.21	8,472.00
9	000003	MAINTENANCE (3 MONTHS)	LS	1	3,800.00	3,800.00	741.00	741.00
10	000003	18" POP-UP SPRAY HEAD, SWING JOINT, CHECK VALVE, PRESSURE REGULATOR, ROTATING NOZZLE, NP CAP	EA	144	34.00	4,896.00	24.50	3,528.00
11	000003	ELECTRIC CONTROL VALVE W/FITTINGS - 1 1/2"	EA	2	390.00	780.00	152.50	305.00
12	000003	PVC BALL VALVE AT QUICK COUPLER - 1"	EA	3	359.00	1,077.00	46.33	139.00
13	000003	PVC BALL VALVE AT VALVE - 1 1/2"	EA	2	150.00	300.00	41.00	82.00
14	000003	NIBCO T-113-K BRONZE GATE VALVE - 2"	EA	1	195.00	195.00	300.00	300.00
15	208649	QUICK COUPLING VALVE	EA	3	93.00	279.00	105.33	316.00
16	000003	PURPLE PLASTIC 10" ROUND VALVE BOX W/SUMP, FILTER FABRIC	EA	7	110.00	770.00	19.43	136.00
17	000003	PURPLE PLASTIC STANDARD RECTANGULAR VALVE BOX W/SUMP, FILTER FABRIC	EA	3	163.00	489.00	31.67	95.00
18	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 3/4"	LF	950	4.55	4,322.50	1.38	1,310.00
19	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1"	LF	850	5.30	4,505.00	1.50	1,278.00
20	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1 1/4"	LF	50	9.50	475.00	1.44	72.00
21	000003	PURPLE PRESSURE SUPPLY LINE - CL 315 - 2 1/2"	LF	665	7.20	4,788.00	3.88	2,580.00
22	000003	14 GAUGE DIRECT BURIAL WIRE	LF	2,300	0.60	1,380.00	0.13	289.00
23	000003	MISC. FITTINGS AND THRUST BLOCKS	LS	1	1,030.00	1,030.00	577.00	577.00
TOTAL						71,290.50		Non responsive
ITEMS 1-23								

Riverside County Transportation Department
Summary of Bids

PROJECT: Limonite Avenue, Landscape Median Improvements
from Cedar Creek Road to Sumner Avenue, in the City of Eastvale

Advertised: November 2, 2010 (Agenda Item: 3.53)

Addenda: None

Bids Open: 2 pm Date: Wednesday, November 24, 2010

PROJECT NO. ZMS00006

ITEM NO./ITEM CODE		CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00
2	074020	WATER POLLUTION CONTROLS	LS	1	1,000.00	1,000.00
3	000003	FINE GRADING	SQFT	9,655	0.083	800.00
4	000003	SOIL PREPARATION (AMENDMENTS, FERTILIZERS & WEED PREPARATION).	SQFT	9,655	0.083	800.00
5	000003	MULCHING (RECYCLED ORGANIC) - 3" THICK	SQFT	9,655	0.083	800.00
6	000003	5 GALLON SHRUBS	EA	244	19.990	4,877.56
7	000003	1 GALLON SHRUBS	EA	1,644	5.990	9,847.56
8	000003	12" MAINTENANCE STRIPWALK - NATURAL COLOR WITH BROOM FINISH	SQFT	1,625	11.000	17,875.00
9	000003	MAINTENANCE (3 MONTHS)	LS	1	600.000	600.00
10	000003	18'12 POP-UP SPRAY HEAD, SWING JOINT, CHECK VALVE, PRESSURE REGULATOR, ROTATING NOZZLE, NP CAP	EA	144	20.000	2,880.00
11	000003	ELECTRIC CONTROL VALVE W/FITTINGS - 1 1/2"	EA	2	250.000	500.00
12	000003	PVC BALL VALVE AT QUICK COUPLER - 1"	EA	3	150.000	450.00
13	000003	PVC BALL VALVE AT VALVE - 1 1/2"	EA	2	120.000	240.00
14	000003	NIBCO T-113-K BRONZE GATE VALVE - 2"	EA	1	225.000	225.00
15	208649	QUICK COUPLING VALVE	EA	3	150.000	450.00
16	000003	PURPLE PLASTIC 10" ROUND VALVE BOX W/SUMP, FILTER FABRIC	EA	7	50.000	350.00
17	000003	PURPLE PLASTIC STANDARD RECTANGULAR VALVE BOX W/SUMP, FILTER FABRIC	EA	3	66.667	200.00
18	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 3/4"	LF	950	0.263	250.00
19	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1"	LF	850	0.353	300.00
20	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1 1/4"	LF	50	2.000	100.00
21	000003	PURPLE PRESSURE SUPPLY LINE - CL 315 - 2 1/2"	LF	665	2.382	1,584.00
22	000003	14 GAUGE DIRECT BURIAL WIRE	LF	2,300	0.130	300.00
23	000003	MISC. FITTINGS AND THRUST BLOCKS	LS	1	150.000	150.00
TOTAL						Non responsive
ITEMS 1-23						

AGREEMENT

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

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Limonite Avenue Landscape Median Improvements from Cedar Creek Road to Sumner Avenue, in the City of Eastvale, Project No. ZMS0006**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda (**none**). (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

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

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

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

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

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
 - (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
 - (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".
4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

**LIMONITE AVENUE
LANDSCAPE MEDIAN IMPROVEMENTS
FROM CEDAR CREEK ROAD TO SUMNER AVENUE
IN THE CITY OF EASTVALE**

PROJECT No. ZMS0006

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	1,122.30	1,122.30
2	074020	WATER POLLUTION CONTROLS	LS	1	5,611.50	5,611.50
3	000003	FINE GRADING	SQFT	9,655	0.08	772.40
4	000003	SOIL PREPARATION (AMENDMENTS, FERTILIZERS & WEED PREPPARATION)	SQFT	9,655	0.08	772.40
5	000003	MULCHING (RECYCLED ORGANIC) - 3" THICK	SQFT	9,655	0.37	3,572.35
6	000003	5 GALLON SHRUBS	EA	244	15.71	3,833.24
7	000003	1 GALLON SHRUBS	EA	1,644	5.05	8,302.20
8	000003	12" MAINTENANCE STRIP/WALK - NATURAL COLOR WITH BROOM FINISH	SQFT	1,625	7.07	11,488.75
9	000003	MAINTENANCE (3 MONTHS)	LS	1	673.38	673.38
10	000003	1812 POP-UP SPRAY HEAD, SWING JOINT, CHECK VALVE, PRESSURE REGULATOR, ROTATING NOZZLE, NP CAP	EA	144	37.60	5,414.40
11	000003	ELECTRIC CONTROL VALVE W/FITTINGS - 1 1/2"	EA	2	280.58	561.16
12	000003	PVC BALL VALVE AT QUICK COUPLER - 1"	EA	3	56.12	168.36
13	000003	PVC BALL VALVE AT VALVE - 1 1/2"	EA	2	28.06	56.12
14	000003	NIBCO T-113-K BRONZE GATE VALVE - 2"	EA	1	505.04	505.04
15	208649	QUICK COUPLING VALVE	EA	3	168.35	505.05
16	000003	PURPLE PLASTIC 10" ROUND VALVE BOX W/SUMP, FILTER FABRIC	EA	7	15.15	106.05
17	000003	PURPLE PLASTIC STANDARD RECTANGULAR VALVE BOX W/SUMP, FILTER FABRIC	EA	3	28.06	84.18
18	000003	PURPLE NON-PRESSURE LATERAL LINE -- SCH 40 - 3/4"	LF	950	0.39	370.50

**AGREEMENT
(CONTINUED)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
19	000003	PURPLE NON-PRESSURE LATERAL LINE – SCH 40 - 1"	LF	850	0.62	527.00
20	000003	PURPLE NON-PRESSURE LATERAL LINE – SCH 40 - 1 1/4"	LF	50	0.84	42.00
21	000003	PURPLE PRESSURE SUPPLY LINE – CL 315 - 2 1/2"	LF	665	3.93	2,613.45
22	000003	14 GAUGE DIRECT BURIAL WIRE	LF	2,300	0.45	1,035.00
23	000003	MISC. FITTINGS AND THRUST BLOCKS	LS	1	280.58	280.58

PROJECT
TOTAL:

Forty eight thousand, four hundred seventeen dollars and forty one cents

\$48,417.41

ITEMS 1-23

"WORDS"

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

COUNTY OF RIVERSIDE

ADAME LANDSCAPE INC.

BY Bob Buster
Chairman, Board of Supervisors
BOB BUSTER

BY JAMES POTTER
TITLE: Lim, CONST-DIV.
(If Corporation, Affix Seal)

Dated FEB 08 2011

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

RUDY ADAME

BY Karen Baster
Deputy

TITLE: PRESIDENT

Licensed in accordance with an act providing for the registration of Contractors,

License No. C27 6043164

Federal Employer Identification Number:

20-0572724

BY _____
"County"
(Seal)

"Corporation"
(Seal)



Adame Landscape, Inc.

41863 Juniper St. Murrieta, CA 92562

Lic. No. C-27 643164

MINUTES OF REGULAR MEETING
OF BOARD OF DIRECTORS OF
ADAME LANDSCAPE, INC

A regular meeting of the Board of Directors of ADAME LANDSCAPE, INC. was held at 11:00 a.m. on June 2, 2005, at 41863 Juniper Street, Murrieta, California.

The following directors were present at the meeting:

Rodolfo Adame
Gloria Adame

The Chairman called the meeting to order and that the meeting was held pursuant to written waiver of notice and consent to the holding of the meeting. The waiver and consent was presented to the meeting and, on a motion duly made, seconded and unanimously carried, was made part of the records and ordered inserted in the minute book immediately preceding the records of this meeting.

It was then moved, seconded, and unanimously resolved to dispense with the reading of the minutes of the last meeting.

The Chairman stated that it was necessary to ratify the actions of the Officers of the corporation for the previous year. Upon motion duly made and unanimously carried the following resolution was adopted:

RESOLVED: that all actions of each officer of the Corporation, during the preceding year, incident to his serving as an officer of this corporation be, and they hereby are, ratified, approved, and confirmed.

The Chairman then stated that it was the opinion of the Officers of the Corporation that two new positions, General Manager – Construction and General Manager – Maintenance need to be created. These positions are to have full power and authority to sign contracts and documents on behalf of the corporation and that such authority to continue in full force and effect until revoked by action of this board..


Upon motion duly made and unanimously carried, the following resolutions were adopted:

RESOLVED: that James Potter be appointed to the newly created position of GENERAL MANAGER - CONSTRUCTION and that he has the authority to sign any and all contracts and documents consistent with his area of responsibility and that his signature be binding on the corporation until revoked.

RESOLVED: that Carlos Adame be appointed to the newly created position of GENERAL MANAGER - LANDSCAPE and that he has the authority to sign any and all contracts and documents consistent with his area of responsibility and that his signature be binding on the corporation until revoked.

There being no further business to come before the meeting, upon motion duly made, seconded, and unanimously carried, the meeting was adjourned.

Gloria Adame
Secretary



Rodolfo Adame
Chairman



Adame Landscape, Inc.
41863 Juniper St. Murrieta, CA 92562

Lic. No. C-27 643164

June 2, 2005

Mr. James Potter
41863 Juniper Street
Murrieta, CA 92562

Dear James

As President and Chief Operating Officer of Adame Landscape, Inc, it is my pleasure to notify you of your appointment by the Board of Directors to the position of General Manager – Construction. As General Manager, you are hereby authorized to sign any and all contract bids and contracts and related documents on behalf of the corporation. This authority is to continue in effect until revoked by action of the Board of Directors.

Sincerely Yours,

Rodolfo Adame
President

ACCEPTED AND APPROVED:

JAMES POTTER

Phone (951) 676-1016 Fax (951) 696-9698

PERFORMANCE BOND

Recitals:

1. **ADAME LANDSCAPE INC.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known **LIMONITE AVENUE LANDSCAPE MEDIAN IMPROVEMENTS FROM CEDAR CREEK ROAD TO SUMNER AVENUE IN THE CITY OF EASTVALE, PROJECT NO. ZMS0006.**

2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **48,417.41 (Forty eight thousand, four hundred seventeen dollars and forty one cents)**, and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are ADAME LANDSCAPE INC., as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 48,417.41 (Forty eight thousand, four hundred seventeen dollars and forty one cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of LIMONITE AVENUE LANDSCAPE MEDIAN IMPROVEMENTS FROM CEDAR CREEK ROAD TO SUMNER AVENUE IN THE CITY OF EASTVALE, PROJECT NO. ZMS0006.

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

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

DUPLICATE ORIGINAL
PERFORMANCE BOND

#350239P

Recitals:

1. **ADAME LANDSCAPE INC.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known **LIMONITE AVENUE LANDSCAPE MEDIAN IMPROVEMENTS FROM CEDAR CREEK ROAD TO SUMNER AVENUE IN THE CITY OF EASTVALE, PROJECT NO. ZMS0006.**
2. DEVELOPERS SURETY AND INDEMNITY COMPANY, a IOWA corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **48,417.41 (Forty eight thousand, four hundred seventeen dollars and forty one cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of December 22, 2010

ADAME LANDSCAPE INC. DEVELOPERS SURETY AND INDEMNITY COMPANY

By [Signature] By Carol Strum

By [Signature] Type Name Carol Strum

Title President Its Attorney in Fact

"Contractor" "Surety"

(Corporate Seal)

(Corporate Seal)

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

ACKNOWLEDGMENT

State of California
County of Ventura)

On December 22, 2010 before me, John Strum, Notary Public
(insert name and title of the officer)

personally appeared Carol Strum
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 

(Seal)



ACKNOWLEDGMENT

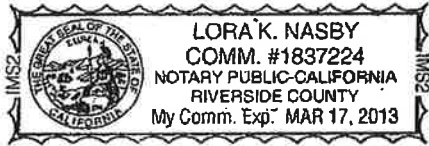
STATE OF CALIFORNIA
 COUNTY OF Riverside

On January 5, 2011, before me, Lora K Nasby, Notary Public
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Rodolfo Adame
Name(s) of Signor(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.



Place Notary Seal Above

WITNESS my hand and official seal.

Lora K Nasby
Signature of Notary Public

Principal must indicate below in what capacity he/she is signing. If other than in an individual capacity, the Principal must provide evidence satisfactory to demonstrate that he/she serves in such capacity and that he/she is authorized to execute this instrument.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

President
Title(s)

PERFORMANCE BOND
Title or Type of Document

- Partner(s)
 - Limited
 - General

THREE (3)
Number Of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

DECEMBER 22, 2010
Date Of Document

Signer is representing:
 Name Of Person(s) Or Entity(ies)
[Signature]

Adame Rodolfo
Signer(s) Other Than Named Above

PERFORMANCE BOND - (PRINCIPAL)

PAYMENT BOND

#350239P

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are ADAME LANDSCAPE INC., as Principal and Original Contractor and DEVELOPERS SURETY AND INDEMNITY COMPANY, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 48,417.41 (Forty eight thousand, four hundred seventeen dollars and forty one cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of LIMONITE AVENUE LANDSCAPE MEDIAN IMPROVEMENTS FROM CEDAR CREEK ROAD TO SUMNER AVENUE IN THE CITY OF EASTVALE, PROJECT NO. ZMS0006.

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

DATED: December 22, 2010

ADAME LANDSCAPE INC.

Original Contractor - Principal

DEVELOPERS SURETY AND INDEMNITY COMPANY

Surety

By [Signature]

By [Signature]

Its Attorney In Fact

Carol Strum

Title President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA }
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

ACKNOWLEDGMENT

State of California
County of Ventura)

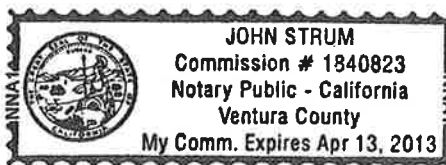
On December 22, 2010 before me, John Strum, Notary Public
(insert name and title of the officer)

personally appeared Carol Strum
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  (Seal)



ACKNOWLEDGMENT

STATE OF CALIFORNIA
 COUNTY OF Riverside }

On January 5, 2011, before me, Lora K Nasby, Notary Public
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Rodolfo Adame
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.



Place Notary Seal Above

WITNESS my hand and official seal.

Lora K Nasby
Signature of Notary Public

Principal must indicate below in what capacity he/she is signing. If other than in an individual capacity, the Principal must provide evidence satisfactory to demonstrate that he/she serves in such capacity and that he/she is authorized to execute this instrument.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporate Officer <hr/> <input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____	<hr/> Title or Type of Document <u>Payment Bond</u> <hr/> Number Of Pages <u>THREE (3)</u> <hr/> Date Of Document <u>December 22, 2010</u> <hr/> Signer(s) Other Than Named Above <u>Adame Rodolfo</u>
Title(s) <u>President</u>	
<input type="checkbox"/> Limited <input type="checkbox"/> General	
Signer is representing: Name Of Person(s) Or Entity(ies) <u>Adame Rodolfo</u>	

PAYMENT BOND (PRINCIPAL)

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

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

Carol Strum

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 Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either 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 officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

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



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
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 *Jenny TT Nguyen*
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or 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, this 22nd day of December 2010

By: *Gregg Okura*
Gregg Okura, Assistant Secretary

Company Profile

DEVELOPERS SURETY AND INDEMNITY COMPANY

17780 FITCH, SUITE 200
IRVINE, CA 92613

Agent for Service of Process

SUSAN M. MOORE, 11780 FITCH SUITE 200 IRVINE, CA 92614

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	12718
NAIC Group #:	<u>0075</u>
California Company ID #:	4606-0
Date authorized in California:	August 30, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	IOWA

Lines of Insurance Authorized to Transact

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

AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
FIRE
LEGAL INSURANCE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY

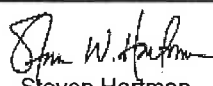
ACORD <small>TM.</small> CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 01/05/2011												
PRODUCER Phone: (559) 440-9330 Fax: (559) 440-9335 FIRST TEAM INSURANCE SERVICES, INC. 215 W. FALLBROOK AVE. SUITE 103 FRESNO 93711 <small>Agency Lic#: 0G23790</small>	THIS CERTIFICATE IS ISSUED AS A 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 ADAME LANDSCAPE, INC. 41863 JUNIPER ST MURRIETA CA 92562	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">INSURERS AFFORDING COVERAGE</td> <td style="width:20%;">NAIC #</td> </tr> <tr> <td>INSURER A: GREAT AMERICAN INSURANCE GROUP</td> <td>16691</td> </tr> <tr> <td>INSURER B: EVANSTON INS CO</td> <td>35378</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: GREAT AMERICAN INSURANCE GROUP	16691	INSURER B: EVANSTON INS CO	35378	INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: GREAT AMERICAN INSURANCE GROUP	16691												
INSURER B: EVANSTON INS CO	35378												
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAC1808303	11/01/10	11/01/11	EACH OCCURRENCE	\$ 1,000,000							
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000								
		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								
		EMPLOYEE BENEFITS LI				\$ 1,000,000								
		AUTOMOBILE LIABILITY												
		<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												
		GARAGE LIABILITY												
	<input type="checkbox"/> ANY AUTO													
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	XOBW3316011	01/10/11	06/01/11	EACH OCCURRENCE	\$ 1,000,000							
		AGGREGATE				\$ 1,000,000								
						\$								
						\$								
						\$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <small>If yes, describe under SPECIAL PROVISIONS below</small>													
						<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"><small>WC STATU-TORY LIMITS</small></td> <td style="width:50%;"><small>OTHER</small></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE-EA EMPLOYEE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE-POLICY LIMIT</td> <td style="text-align: right;">\$</td> </tr> </table>	<small>WC STATU-TORY LIMITS</small>	<small>OTHER</small>	E.L. EACH ACCIDENT	\$	E.L. DISEASE-EA EMPLOYEE	\$	E.L. DISEASE-POLICY LIMIT	\$
<small>WC STATU-TORY LIMITS</small>	<small>OTHER</small>													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE-EA EMPLOYEE	\$													
E.L. DISEASE-POLICY LIMIT	\$													
	OTHER:													

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER	CANCELLATION
County of Riverside 3525 14th Street Riverside, CA 92501 Attention: Joel Jimenez	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, OR MATERIALLY CHANGED, BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE CA Lic. # 0G23790  Steven Hartman

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #168

DATE
JAN 5 2011

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

****Replaces and supercedes certificate sent on 12/21/2010** RE: Limonite Avenue Landscape Median Improvements from Cedar Creek Road to Sumner Avenue, in the City of Eastvale, Project No. ZMS0006. City of Eastvale, its officers, directors, agents and employees and County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents and represenatives are named as additional insured per attached endorsement CG 85 19 08 10.**

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Administrative Offices
580 Walnut Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

CG 85 19
(Ed. 08 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES, OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – YOUR ONGOING OPERATIONS DURING POLICY PERIOD ONLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II – WHO IS AN INSURED is amended to include as an Additional Insured any person or organization for whom you perform ongoing operations during the policy period of this policy, but only when you and that person or organization expressly agreed in writing, in a written contract or agreement made before the “bodily injury,” “property damage,” or “personal and advertising injury” occurs, that such person or organization would be added as an Additional Insured under this policy. Our coverage for such an Additional Insured is subject to the terms, conditions, exclusions, and limitations of this insurance, as modified by this endorsement.

B. A person or organization described in Section **A.** of this endorsement is an Additional Insured only until the earliest of the following times:

- a. at the end of the period of time for which such Additional Insured status is required by the written contract or agreement between you and that person or organization, described in Section **A.** of this endorsement;
- b. when your ongoing operations for that person or organization end; or
- c. at the end of the policy period of this policy.

A person or organization described in Section **A.** of this endorsement is an Additional Insured only as respects “bodily injury” or “property damage” that:

1. is caused, in whole or in part, by your acts or omissions, or the acts or omissions of one acting on your behalf;
2. is caused, in whole or in part, by “your work” performed for that Additional Insured;
3. is not within the “products-completed operations hazard”; and
4. occurs after the making of the written contract or agreement described in Section **A.** of this endorsement.

No person or organization is an Additional Insured under this endorsement as respects any “bodily injury” or “property damage” within the “products-completed operations hazard.”

A person or organization described in Section **A.** of this endorsement is an Additional Insured only as respects “personal and advertising injury” caused by an offense that:

1. is committed, in whole or in part, by you or one acting on your behalf; and
2. arises out of “your work” performed for that Additional Insured.

- C. We have no duty to defend or indemnify such an Additional Insured against a claim or "suit" unless and until that Additional Insured provides us with written notice of that claim or "suit," of the kind described in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit**, paragraph b. Notice of a claim or "suit" provided to us by or on behalf of the Named Insured, or by or on behalf of any other Insured, person, or organization, is not notice by the Additional Insured.
- D. Coverage we provide for an Additional Insured will not, under any circumstances, be broader in any respect than either:
1. the coverage we provide for you under this policy; or
 2. the coverage required to be provided for that Additional Insured by the written contract or agreement described in Section A. of this endorsement.
- E. Under no circumstances will we pay more than the applicable Limit of Insurance. Neither this endorsement, nor any contract or agreement described in Section A. of this endorsement, nor our agreement to defend or indemnify an Additional Insured, can increase, enlarge, or reinstate any Limit of Insurance described in this policy. Any sum we pay for damages will be paid from, and will not be in addition to, the applicable Limit of Insurance.
- Under no circumstances will we pay for or on behalf of an Additional Insured any amount of insurance that exceeds the lesser of:
1. the applicable Limit of Insurance that would be available to you under this policy; or
 2. the amount of insurance you promised to provide in the written contract or agreement described in Section A. of this endorsement.
- F. As respects an Additional Insured described in Section A. of this endorsement, and in addition to the exclusions stated in either **Coverage A – Bodily Injury and Property Damage Liability, 2. Exclusions**, or **Coverage B – Personal and Advertising Injury Liability, 2. Exclusions**, our insurance of an Additional Insured under this endorsement also does not apply to any of the following:
1. "Bodily injury," "property damage," or "personal and advertising injury," to the extent caused by any act or omission of the Additional Insured or any of the Additional Insured's "employees";
 2. "Bodily injury" or "property damage" that occurs before you commence operations at the location where such "bodily injury" or "property damage" occurs;
 3. "Personal and advertising injury" arising out of any offense committed before you commence operations pursuant to the written contract or agreement described in Section A. of this endorsement; and
 4. "Bodily injury," "property damage," or "personal and advertising injury," arising out of the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including, but not limited to:
 - (a) preparing or approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
 - (b) supervisory, inspection, architectural, or engineering activities.

- G. As respects an Additional Insured described in Section A. of this endorsement, **Coverage A – Bodily Injury and Property Damage Liability, 2. Exclusions, 1. Damage to Your Work**, is deleted and replaced by the following:

1. Damage to Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard.”

- H. Subject to Section D. of this endorsement, an Additional Insured described in Section A. of this endorsement must comply with all applicable provisions of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** to the same extent as any Insured other than you. This includes, but is not limited to, compliance with Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit.**

- I. In **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added at the end of **4. Other Insurance, a. Primary Insurance:**

With respect to other insurance under which an Additional Insured is designated as a Named Insured, our insurance will be primary only if you and the Additional Insured have expressly agreed in writing, in a contract or agreement made before the “bodily injury,” “property damage,” or “personal and advertising injury” occurred, that our insurance is primary or primary and non-contributory. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in provision **4.c. Method of Sharing.**

- J. In **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added at the end of **4. Other Insurance, b. Excess Insurance, subparagraph (1):**

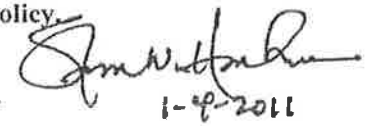
With respect to other insurance under which an Additional Insured is designated as a Named Insured, when the written agreement between you and the Additional Insured does not expressly require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.

Regardless of the written agreement between you and the Additional Insured, this insurance is excess over any other insurance, whether primary, excess, contingent, or on any other basis, for which the Additional Insured has been added as an Additional Insured by attachment of an endorsement or otherwise.

- K. An Additional Insured described in Section A. of this endorsement must promptly request defense and indemnity of the claim or “suit” under each policy issued by any other insurer, under which the Additional Insured may be insured in any capacity. The Additional Insured must assist us in enforcing its rights to defense and indemnity under any such other insurance. However, the previous two sentences do not apply to other insurance under which the Additional Insured is a Named Insured, if the written contract or agreement described in Section A. of this endorsement expressly provides that our policy is to be primary and non-contributory.

This endorsement does not change any other provision of the policy.

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Copyright, Insurance Services Office, Inc. 2010
(Page 3 of 3)



Handwritten signature and date: 1-18-2011

EVANSTON INSURANCE COMPANY

**EXCESS LIABILITY POLICY
DECLARATIONS**

Policy Number: XOBW3316011

Previous Policy Number: NEW

Item 1. Named Insured and Mailing Address: ADAME LANDSCAPE, INC 41863 JUNIPER STREET MURRIETA CA 92562	Producers Name and Address: LA CORRA Burns & Wilcox Ins. Serv. Inc. 7575 N. Palm Ave, # 200 Fresno CA 93711
---	---

Policy Period From: 01/10/11 To: 06/01/2011
 12:01 A.M. Standard Time At The Address Of The Insured Shown Above

Retroactive Date (This policy's inception date applies unless otherwise noted here) N/A

Item 2. Policy Premium: \$1,000.00 Flat Premium: or Adjustable Premium:
 (check flat or adjustable)
 Rate: Per: Basis:

Additional Premium Including Terrorism: N/A
 Deposit Premium: \$1,000.00 Policy Minimum Premium: 25.00%

Item 3. Policy Limit:

a. Limits of Liability	\$1,000,000	Each Occurrence
	\$1,000,000	Annual Aggregate (where applicable)
b. which is part of	N/A	Each Occurrence/Aggregate

Attaching excess of:

Item 4. Schedule Of Underlying Insurance:

Controlling Underlying Insurance Policy (Insurer, Policy Number, Policy Period) Great American Alliance Insurance Compan PAC180830300 11/01/2010 to 11/01/2011 Coverage: GENERAL LIABILITY	Underlying Limits of Liability: \$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000	Underlying Limits of Liability: GENERAL AGGREGATE PRODUCTS/COMPLETED OPERATIONS AGGREGATE PERSONAL AND ADVERTISING INJURY EACH OCCURRENCE
Other Underlying Insurance: EXCLUDED to Coverage: AUTO LIABILITY	Underlying Limits of Liability: EACH ACCIDENT	BODILY INJURY EACH ACCIDENT BODILY INJURY BY DISEASE POLICY LIMIT BODILY INJURY BY DISEASE EACH EMPLOYEE
EXCLUDED to Coverage: EMPLOYERS LIABILITY		

Item 5. Forms and Endorsements attached to this policy at the time of issuance:
 See Schedule of Forms and Endorsements attached DOC18 (03/05)

Date Issued: 01/05/2011
 DUSTIN

PolicyCopyLabel

by **Michael Vought**
 Authorized Representative

FORMS SCHEDULE

Named Insured: ADAME LANDSCAPE, INC.; SWEEPING UNLIMITED [A CORP];
 TEMECULA POWER SWEEL [A CORP]

Policy Number: XOBW3316011

Effective Date: 01/10/11

Form Number/Edition Date	Title	
CASL	GUARANTYSTAMP	CA-SL-GUARANTY STAMP [Ins s 1764.1]
L458 03-05		COVER PAGE
MEU2001 10-10		COMMERCIAL DECLARATIONS
L385 03-05		COMMERCIAL POLICY
L331 03-05		ASBESTOS EXCLUSION
L340 03-05		CARE, CUSTODY OR CONTROL EXCL
L344 03-05		CROSS SUITS EXCLUSION
L368 03-05		POLLUTION EXCL
L400 03-05		INSOLVENCY END
L404 03-05		PUNITIVE DAMAGE EXCL
L406CA 03-05		SERVICE OF SUIT - CA
L409 03-05		DESIGNATED PROJECTS LIMITATION
L411 03-05		LEAD EXCLUSION
L472 03-05		MILLENIUM EXCLUSION
L474 03-05		PROFESSIONAL LIAB EXCL
L483 03-05		DESIGNATED OPERATIONS EXCL
L485 09-05		BLAST FAXING EXCLUSION
MEU5002 03-05		UNIMPAIRED AGGREGATE LIMIT
MEU5303 08-95		SILICA EXCL
MEU5305 08-95		SUBSIDENCE EXCL
MEU5405 02-05		INTELLECTUAL PROPERTY HAZARD EXCLUSION
MEU5418 10-00		PRIOR INCIDENTS/PRIOR CONSTRUCTION DEFECTS EXCL
MEU5425 03-05		MOLD EXCLUSION
MEU5444 03-05		EMPLOYMENT PRACTICES LIAB EXCL
MEU5451 12-07		TERRORISM EXCLUSION
MEU7010 02-08		CONTRACTORS LIMITATION
MEUX5423 02-01		DESIGNATED WORK EXCLUSION (EIFS)

COMMERCIAL EXCESS LIABILITY POLICY

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the declarations. The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to Definitions (Section V.).

The word insured means any person or organization qualifying as such under any "Underlying Insurance."

SECTION I - EXCESS LIABILITY INSURANCE

1. Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the limits shown in Item 5 of the Declarations Schedule of Underlying Insurance that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the underlying insurance also applies, or would apply but for the exhaustion of its applicable Limits of insurance.
- b. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "Underlying Insurance", except:
 - (1) We will have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and
 - (2) With respect to any provisions to the contrary contained in this insurance.
- c. The amount we will pay for damages shall not exceed the Limits of Insurance stated in Item 4 of the declarations.
- d. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the "Underlying Insurance" has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend end when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

SECTION II - EXCLUSIONS

The exclusions applicable to the underlying insurance also apply to this insurance. Additionally, this insurance does not apply to:

- a. Any obligation imposed by law under any automobile no-fault, uninsured motorist, underinsured motorist, or any similar law.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations as Each Occurrence is the most we will pay for damages arising out of any one occurrence or offense.
2. The Limits of Insurance shown in the Declarations as the Combined Aggregate, is the most we will pay for all damages, except damages arising from ownership or use of an Automobile.

SECTION IV - CONDITIONS

If any of the following conditions are contrary to conditions contained in the underlying insurance the provisions contained in this policy apply.

1. Appeals

In the event the underlying insurer(s) elect not to appeal a judgment in excess of the limits of the "Underlying Insurance", we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits of Insurance, for all defense expenses we incur.

2. Maintenance of "Underlying Insurance"

- a. You agree to maintain the "Underlying Insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that "Underlying Insurance" by the same or another company. If you do not maintain the "Underlying Insurance" in full force and effect or fail to meet all conditions and warranties of such "Underlying Insurance" this policy shall apply as if those policies were available and collectible.
- b. Reduction or exhaustion of the aggregate limit of any "Underlying Insurance" by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain "Underlying Insurance" in full force and effect.
- c. No statement contained in this condition limits out right to cancel or not renew this policy. For purposes of this policy, if any "Underlying Insurance" is not available or collectible because of:
 - a. the bankruptcy or insolvency of the underlying insurer(s) providing such "Underlying insurance"; or
 - b. the inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;then this policy shall apply (and amounts payable hereunder shall be determined) as if such "Underlying Insurance" were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

4. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.
2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the declarations.

SECTION V - DEFINITIONS

1. "Underlying Insurance" means the policies or self-insurance listed in the Schedule of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule of Underlying insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule of Underlying Insurance. All "Underlying Insurance" shall be maintained by you in accordance with condition of this policy.

We have officially signed this policy below. This policy is not valid unless countersigned on the Declaration page by our fully authorized representative.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Forming a part of

Policy Number: BA8802973	
Coverage Is Provided In	
Named Insured: Adame Landscape, Inc.	Agent: Armstrong & Associates Insurance Services Agent Code: 4295714 Agent Phone: 530-668-2777

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

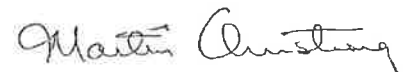
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

The persona or organization shown in the Schedule is an insured to the extent of their liability for the conduct of an insured under Section II-Liability Coverage of this policy.

SCHEDULE

Re: Limonite Avenue Landscape Median Improvements from Cedar Creek Road to Sumner Avenue, in the City of Eastvale, Project No. ZMS0006

City of Eastvale, its officers, directors, agents and employee; County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents and representatives





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2010

PRODUCER (559) 650-3555 FAX: (559) 650-3558
Landscape Contractors (Lic#0755906)
 Insurance Services, Inc.
 1835 N. Fine Avenue
 Fresno CA 93727

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
Adame Landscape, Inc.
 41863 Juniper St.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Tower Select Ins Co/**
 INSURER B: **Tower Group Companies**
 INSURER C:
 INSURER D:
 INSURER E:

44300

Murrieta CA 92562

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 LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <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 \$
		AUTOMOBILE LIABILITY <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) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	WCC 0012219 00	4/1/2010	4/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Project No ZMS0006 / Limonite Ave Landscape Median Improvements from Cedar Creek Rd to Sumner Ave, City of Eastvale.
 WC Waiver of Subrogation Attached
 ***** Note a 10-day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll *****

CERTIFICATE HOLDER

County of Riverside
Transportation and Land Mgmt Agency
 3525 14th Street
 Riverside, CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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
 Connie *Connie Carpenter*



Landscape Contractors Insurance Services, Inc.

1835 N. Fine Avenue, Fresno CA 93727

(800) 628-8735 • (559)650-3555 • (800) 440-2378 Toll Free Fax • (559)650-3558 Fax
e-mail: insure@lcisinc.com • www.lcisinc.com

January 5, 2011

County of Riverside
Transportation and Land Management Agency
3525 14th Street
Riverside CA 92501

Re: Adame Landscape, Inc
Workers Compensation, #WCC 0012219 00
Pertains to: Project No ZMS0006 / Limonite Ave Landscape Median
Improvements from Cedar Creek Rd to Sumner Ave, City of
Eastvale.

To Whom It May Concern:

Our office has received your request to modify the cancellation clause by crossing out the wording "endeavor to...but failure to..." and provide confirmation that upon cancellation your office is notified.

The Workers Compensation Carrier, Tower Select Ins Co/Tower Group Companies, will not allow our office to provide this.

Due to this restriction, please accept our office's confirmation that we will notify you by mail in the event of cancellation. Our office will provide 30 day notice of cancellation with the exception of cancellation due to non-payment of premium or non-reporting of payroll a 10 day notice will apply.

We appreciate your consideration of this matter. If you have any questions or concerns, please feel free to contact our office.

Sincerely,

Elizabeth Ngo, CISR

Elizabeth Ngo, CISR
Account Manager

Arizona License #52998 • California License #0755906 • Nevada License #7289 and 6288

Mission Statement: To provide quality insurance products at competitive prices along with superior service through our commitment of excellence to our customers and employees.

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 5% of the total premium or \$100 minimum premium whichever is greater of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization:

County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents and representative.

City of Eastvale its directors, officers, agents, employees and representative

Job Description:

Project No ZMS0006 / Limonite Ave Landscape Median Improvements from Cedar Creek Rd to Sumner Ave, City of Eastvale.

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: 1/12/2011 Policy No. WCC 0012219 00 Endorsement No. N/A
Premium \$

Insured: Adame Landscape, Inc.; Sweeping Unlimited, Inc.; Temecula Power Sweep, Inc.; French Valley Park Specialist, Inc.; West Coast Steam Cleaning, Inc

Insurance Company: Tower Select Ins Co/Tower Group Companies

Countersigned by: Elizabeth Ngo

Company Profile

GREAT AMERICAN INSURANCE COMPANY

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

Former Names for Company

Old Name: AMERICAN CONTINENTAL INSURANCE COMPANY	Effective Date: 12-06-1976
Old Name: SELECTIVE INSURANCE COMPANY	Effective Date: 06-15-1972
Old Name: MANUFACTURERS & MERCHANTS INDEMNITY CO.	Effective Date: 09-05-1956

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR LOS ANGELES, CA
90017 JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH ST LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	16691
NAIC Group #:	0084
California Company ID #:	1301-1
Date authorized in California:	October 17, 1945
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	OHIO

Lines of Insurance Authorized to Transact

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

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Profile

EVANSTON INSURANCE COMPANY

TEN PARKWAY NORTH, STE. 100
DEERFIELD, IL 60015

Agent for Service of Process

COMMISSIONER INSURANCE, 300 CAPITOL MALL, 17TH FLOOR SACRAMENTO, CA 95814
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	35378
NAIC Group #:	<u>0785</u>
California Company ID #:	4861-1
Date authorized in California:	October 01, 2004
License Status:	N/A
Company Type:	ACCREDITED REINSURER
State of Domicile:	ILLINOIS

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

Last Revised - June 26, 2009 05:53 PM
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Company Profile

PEERLESS INSURANCE COMPANY

175 BERKELEY STREET

BOSTON, MA 02116

800-228-7830

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100
SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	24198
NAIC Group #:	<u>0111</u>
California Company ID #:	1234-4
Date authorized in California:	June 12, 1939
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

Lines of Insurance Authorized to Transact

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

AIRCRAFT
 AUTOMOBILE
 BOILER AND MACHINERY
 BURGLARY
 COMMON CARRIER LIABILITY
 FIRE
 LIABILITY
 MARINE
 MISCELLANEOUS
 PLATE GLASS
 SPRINKLER
 SURETY
 TEAM AND VEHICLE
 WORKERS' COMPENSATION

Company Profile

TOWER INSURANCE COMPANY OF NEW YORK

120 BROADWAY, 14TH FLOOR

NEW YORK, NY 10271

888-856-5522

DBA Name: TOWER SELECT INSURANCE
COMPANY

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR LOS ANGELES, CA 90017
JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH ST LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	44300
NAIC Group #:	<u>3703</u>
California Company ID #:	5058-3
Date authorized in California:	September 21, 2007
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

Lines of Insurance Authorized to Transact

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

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
WORKERS' COMPENSATION

CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: 11-24-10

hereafter called "County":

BIDDER: ADAME LANDSCAPE, INC.
(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of LIMONITE AVENUE LANDSCAPE MEDIAN IMPROVEMENTS FROM CEDAR CREEK ROAD TO SUMNER AVENUE, PROJECT NO. ZMS0006 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. Ø for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor not by telephone or telegram before the time specified in the Notice Inviting Bids for the public opening of bids, this Proposal constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Proposals and to waive any irregularities or informalities contained in a Proposal.
3. To execute the Agreement and deliver the Faithful Performance Bond, Payment Bond and Insurance Certificate with endorsements, which comply with the requirements set forth in the Instructions to Bidders and General Conditions, within ten (10) working days of the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the County of Riverside.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract Documents shall constitute a written memorial thereof.
5. To submit to County such information as County may require to determine whether a particular Proposal is the lowest responsible bid submitted.

6. That the accompanying certified or cashier's check or Bid Bond is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Agreement and deliver the required bonds within ten (10) days after notice of award. If Contractor fails to execute and deliver said documents, the check or bond is to be charged with the costs of the resultant damages to County, including but not limited to publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this proposal the Contractor certifies that the representations made therein are made under penalty of perjury.

**LIMONITE AVENUE
LANDSCAPE MEDIAN IMPROVEMENTS**

**FROM CEDAR CREEK ROAD TO SUMNER AVENUE
IN THE CITY OF EASTVALE**

PROJECT NO. ZMS0006

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	\$ 1,122.30	\$ 1,122.30
2	074020	WATER POLLUTION CONTROLS	LS	1	\$ 5,611.50	\$ 5,611.50
3	000003	FINE GRADING	SQFT	9,655	\$ 0.08	\$ 772.40
4	000003	SOIL PREPARATION (AMENDMENTS, FERTILIZERS & WEED PREPARATION).	SQFT	9,655	\$ 0.08	\$ 772.40
5	000003	MULCHING (RECYCLED ORGANIC) - 3" THICK	SQFT	9,655	\$ 0.37	\$ 3,572.35
6	000003	5 GALLON SHRUBS	EA	244	\$ 15.71	\$ 3,833.24
7	000003	1 GALLON SHRUBS	EA	1,644	\$ 5.05	\$ 8,302.20
8	000003	12" MAINTENANCE STRIP/WALK - NATURAL COLOR WITH BROOM FINISH	SQFT	1,625	\$ 7.07	\$ 11,488.75
9	000003	MAINTENANCE (3 MONTHS)	LS	1	\$ 673.38	\$ 673.38
10	000003	1812 POP-UP SPRAY HEAD, SWING JOINT, CHECK VALVE, PRESSURE REGULATOR, ROTATING NOZZLE, NP CAP	EA	144	\$ 37.60	\$ 5,414.40
11	000003	ELECTRIC CONTROL VALVE W/FITTINGS - 1 1/2"	EA	2	\$ 280.58	\$ 561.16
12	000003	PVC BALL VALVE AT QUICK COUPLER - 1"	EA	3	\$ 56.12	\$ 168.36
13	000003	PVC BALL VALVE AT VALVE - 1 1/2"	EA	2	\$ 28.06	\$ 56.12
14	000003	NIBCO T-113-K BRONZE GATE VALVE - 2"	EA	1	\$ 505.04	\$ 505.04
15	208649	QUICK COUPLING VALVE	EA	3	\$ 168.35	\$ 505.05
16	000003	PURPLE PLASTIC 10" ROUND VALVE BOX W/SUMP, FILTER FABRIC	EA	7	\$ 15.15	\$ 106.05
17	000003	PURPLE PLASTIC STANDARD RECTANGULAR VALVE BOX W/SUMP, FILTER FABRIC	EA	3	\$ 28.06	\$ 84.18
18	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 3/4"	LF	950	\$ 0.34	\$ 327.50
19	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1"	LF	850	\$ 0.62	\$ 527.00
20	000003	PURPLE NON-PRESSURE LATERAL LINE - SCH 40 - 1 1/4"	LF	50	\$ 0.84	\$ 42.00
21	000003	PURPLE PRESSURE SUPPLY LINE - CL 315 - 2 1/2"	LF	665	\$ 3.93	\$ 2,613.45
22	000003	14 GAUGE DIRECT BURIAL WIRE	LF	2,300	\$ 0.45	\$ 1,035.00
23	000003	MISC. FITTINGS AND THRUST BLOCKS	LS	1	\$ 280.58	\$ 280.58

PROJECT TOTAL: Forty eight thousand four hundred & seventeen w/ forty one cents \$ 48,417.41
ITEMS 1-23 "WORDS"

BIDDER DATA:

Name of Bidder ADAME LANDSCAPE, INC.

Type of Organization CORPORATION

Person(s) Authorized to Sign for Bidder JAMES POTTER

Address 41863 JUNIPER STREET MURKIEA, CA 92562

Phone 951 698 3990

Contractor's License Type & Number C27 - 643164

Expiration Date 7-31-12

8. **DESIGNATION OF SUBCONTRACTORS:** Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
2	SWPPP SOLUTIONS	31805 TEMECULA PKWY TEMECULA, CA 92592	3153 #CT-032706

Percent of work to be performed by sub-contractors: 5%
(Note: 50% of the work required to be performed by general contractor)

IN WITNESS WHEREOF Contractor executed this Proposal as of the date set forth on Page 1 of this proposal.

JAMES POTTER
[Signature]
TITLE GM CONST. DIV.
"Contractor"

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

_____ declares as follows:

That he or she is the 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 _____ (day) of _____ (month),
_____ (year) at _____, California

Signature of affiant: _____

Note: Notarization of signature required

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

_____ Declares as follows:

That he or she is a member of the joint venture or copartnership firm designated as _____ which is the 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.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by _____ who constitute the other members of the joint venture or copartnership.

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

Dated this _____ (day) of _____ (month),
_____ (year)
at _____, California

Signature of affiant: _____

Note: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

JAMES POTTER

declares as follows:

That he or she is GENERAL MANAGER, CONST. DIV
ADAMS CONSTRUCTION, I.A.C. of a corporation which is the 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.

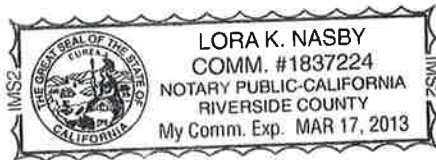
I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 22 (day) of NOV. (month),
2010 (year)
at Murrieta, California

Signature of affiant:



Note: Notarization of signature required



BID BOND

Recitals:

1. ADAME LANDSCAPE, INC. "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for Limonite Avenue, Landscape Median Improvements from * in accordance with a Notice Inviting Bids of County dated November 24, 2010
- * DEVELOPERS SURETY AND INDEMNITY COMPANY Cedar Creek Road to Sumner Avenue in the City of Eastvale, Proj. # ZMS0006 a _____ corporation, hereafter called "Surety", is the surety of this Bond.

Agreement:

We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: November 19, 2010
DEVELOPERS SURETY AND INDEMNITY COMPANY

By Carol Strum
Title: Attorney in Fact
Carol Strum "Surety"

ADAME LANDSCAPE, INC.
By [Signature]
Title: PRESIDENT
"Contractor"

STATE OF CALIFORNIA }
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

ACKNOWLEDGMENT

State of California
County of Ventura

On November 19, 2010 before me, John Strum, Notary Public
(insert name and title of the officer)

personally appeared Carol Strum
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  (Seal)



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

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

Carol Strum

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 Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either 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 officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

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



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
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 *Jenny TT Nguyen*
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or 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, this 19th day of November 2010

By: *Gregg Okura*
Gregg Okura, Assistant Secretary