

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

662A
C



FROM: Redevelopment Agency

SUBMITTAL DATE:
August 4, 2011

SUBJECT: Thermal Town Street Improvement Project- Award Construction Contract and Execute Reimbursement Agreement

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings in accordance with Health & Safety Code Section 33445:
 - a. The proposed improvements will benefit the Thermal Sub Area of the Desert Communities Project Area (DCPA) and eliminate blight by enhancing existing road infrastructure and pedestrian facilities for accessibility within DCPA;
 - b. Due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the project, there are no other reasonable means of financing available to the community for this project;

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,905,336	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Redevelopment Agency Capital Improvement Funds- Desert Communities Project Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer Sargent*
Jennifer Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

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: August 16, 2011
xc: RDA, EDA, Transp., Auditor

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

(Comp. Item 3.46)

Prev. Agn. Ref.: 4.3 of 05/24/11

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

District: 4

Agenda Number:

4.10

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]* 8/3/11
 DATE: 8/3/11
 DEPARTMENT: SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 8/3/11
 DATE: 8/3/11
 MARSHAL VICTOR

Consent
 Policy
 Consent
 Policy
 Dept's Recomm.:
 Per Exec. Ofc.:

RECOMMENDED MOTION: (Continued)

- c. The payment of the funds for the cost of the project is consistent with the Implementation Plan for the DCPA, which identifies road improvements as vital for the community;
2. Approve Addendum 1 to the Contact Documents;
3. Accept and award the construction contract to the lowest responsive bidder Hazard Construction Company in the amount of \$2,272,832;
4. Approve the project budget of \$2,905,336; and
5. Approve and authorize the Chairman of the Board to execute the reimbursement agreement by and between the Redevelopment Agency for the County of Riverside and the County of Riverside in the amount of \$227,283.

BACKGROUND:

On May 24, 2011, the Board approved the plans and specifications for the Thermal Town Streets Improvement Project. A notice inviting bids was published May 27th and June 3rd, 2011 with sealed bids due on June 22, 2011. The Clerk of the Board received 2 bids. During the bidding process Addendum 1 was issued for additional work; this change to approved contract documents requires approval by the Board, therefore, agency staff recommends the Board approve Addendum 1 to the Contract Documents.

County Counsel has reviewed bids and has determined that the bid may be awarded to Hazard Construction Company as the lowest responsive bidder. The attached reimbursement agreement between the Redevelopment Agency and the county will provide construction oversight and inspection services by the Transportation Department for the Project. The project will be funded entirely by Redevelopment Agency Capital Improvement Funds - DCPA and will not impact County General Funds. Therefore agency staff recommends the Board make the findings, and award the contract to the lowest responsive bidder, Hazard Construction Company. Staff recommends execution of the reimbursement agreement and approve the project budget as follows:

Project Budget:

Construction	2,272,832
Construction Survey	50,700
Project Management	45,400
Construction Engineering & Inspection	227,283
Materials & Soils Testing	30,000
Mitigation Monitoring	15,000
<u>Subtotal</u>	<u>\$2,641,215</u>
Contingency 10%	264,121
<u>Project Total</u>	<u>\$2,905,336</u>

Attachments:

- Exhibit A - Bid Summary
- Exhibit B - Addendum 1
- Exhibit C - Construction Contract (3 copies)
- Exhibit D - Performance and Payment Bonds
- Exhibit E - Certificate of Liability Insurance and Worker's Compensation Insurance
- Exhibit F - Reimbursement Agreement (3 copies)

1 **WHEREAS**, pursuant to Section 33421 of the California Health and Safety Code
2 a redevelopment agency may cause, provide to undertake or make provision with other
3 agencies for the installation, or construction of streets, utilities, parks, playgrounds and
4 other public improvements necessary for carrying out in the PROJECT AREA the
5 redevelopment plan;

6 **WHEREAS**, pursuant to Section 33445 of the California Health and Safety Code,
7 upon specific findings, a redevelopment agency may, with the consent of the legislative
8 body, pay all or a part of the value of the land for and the cost of the installation and
9 construction of any building, facility, structure or other improvement that is publicly
10 owned either inside or contiguous to the PROJECT AREA;

11 **WHEREAS**, AGENCY and the COUNTY have determined that there is a great
12 need for the street improvements in the Thermal Town site, in the unincorporated
13 community of Thermal (hereinafter the "PROJECT");

14 **WHEREAS**, the PROJECT will benefit the PROJECT AREA and community by
15 improving traffic and pedestrian movement and eliminate blighted conditions of roads
16 within the PROJECT AREA and as such meets a primary objective of the PLAN;

17 **WHEREAS**, the AGENCY agrees to reimburse the COUNTY for Construction
18 Management and Inspection services associated with the construction of the
19 PROJECT;

20 **NOW, THEREFORE**, in consideration of the covenants, conditions and
21 provisions contained herein, the Parties hereto do hereby agree as follows:

22 **SECTION 1. Purpose of AGREEMENT**. The purpose of this AGREEMENT is
23 to set forth the terms and conditions by which AGENCY will reimburse COUNTY for
24 COUNTY'S actual costs associated with the Construction Management and Inspection
25 services of the PROJECT.

26 **SECTION 2. Location of the PROJECT**. The PROJECT is bordered by
27 Grapefruit Boulevard on east, Polk Street on west, Airport Boulevard on the north, and
28 Church Street on south, in the unincorporated community of Thermal, as more

1 specifically detailed in Exhibit A, which is attached hereto and made a part hereof by
2 this reference.

3 **SECTION 3. Scope of Work.** The work to be performed by the COUNTY
4 includes Construction Management and Inspection Services for the road improvements
5 which will include street widening, the installation of curb, gutter and sidewalk of town
6 streets within the community of Thermal, CA as detailed in Exhibit B, which is attached
7 hereto and made a part hereof by this reference. COUNTY services shall be provided
8 in compliance with all applicable laws, including, but not limited to, compliance with the
9 requirements set forth in California Health and Safety Code Sections 33000 et seq.;
10 nondiscrimination provisions of the Fair Housing and Employment Act; and all
11 applicable federal and state and local laws, rules and regulations.

12 **SECTION 4. Construction of the PROJECT.** The contractor(s) for the
13 PROJECT are to be selected by AGENCY. AGENCY shall cause the construction of
14 the PROJECT to be carried out in compliance with all applicable laws, including, but not
15 limited to, the requirements set forth in California Health and Safety Code Sections
16 33000 et seq; all applicable federal and state and local environmental, occupational,
17 safety and health standards; nondiscrimination requirements; accessibility for the
18 disabled; and prevailing wage laws.

19 **SECTION 5. Permits.** AGENCY agrees to obtain, secure or cause to be
20 secured any and all permits and/or clearances which may be required by COUNTY or
21 any other federal, state or local governmental or regulatory agency relating to the
22 PROJECT.

23 **SECTION 6. Time Limit.** COUNTY shall complete the work that is the subject
24 of this AGREEMENT within a period of twenty four (24) months after the date of
25 execution of this AGREEMENT. In the event said twenty four (24) month period expires
26 prior to the completion of the work, the terms of this AGREEMENT may be extended
27 upon written consent of Parties. Nothing in this Section shall be deemed a waiver of
28 any or all claims or other actions by either party in regard to any breach of this

1 AGREEMENT.

2 **SECTION 7. Payment.** AGENCY shall reimburse COUNTY for the actual cost
3 of the Services as outlined in Exhibit B. Said costs for management and inspection
4 services for the PROJECT shall not exceed two hundred twenty seven thousand two
5 hundred eighty three (\$227,283) dollars which shall constitute the full and complete
6 financial obligation of the AGENCY. Said amount shall include, but is not limited to, all
7 of COUNTY's charges to manage and inspect the construction of the PROJECT.

8 COUNTY shall invoice AGENCY monthly or quarterly for the work performed
9 during the prior billing period and submit documentation to verify reimbursable
10 expenditures by COUNTY. A written project status report shall also be included with
11 each invoice. Said status report shall provide a description of the work completed that
12 AGENCY is being billed for and indicate the percentage of the PROJECT which is
13 completed. The final invoice shall be received by AGENCY within 12 months of
14 completion of the construction of the PROJECT. After said 12 month period, AGENCY
15 will reprogram any remaining funds.

16 **SECTION 8. Principal Contact Persons.** The following individuals are hereby
17 designated to be the principal contact persons for their respective parties:

18 **AGENCY:** Joaquin Tijerina, Project Manager
19 Redevelopment Agency for the County of Riverside
20 44-199 Monroe Street, Suite B, Indio, CA 92201
21 (760) 863-2529

22 **COUNTY:** Ward Maxwell, Construction Engineer
23 Riverside County Transportation Department
24 2950 Washington Street, Riverside, CA 92504
25 (951) 955-8614

26 **SECTION 9. Conflict of Interest.** No member, official or employee of AGENCY
27 or COUNTY shall have any personal interest, direct or indirect, in this AGREEMENT nor
28 shall any such member, official or employee participate in any decision relating to this

1 AGREEMENT which affects his or her personal interests or the interests of any
2 corporation, partnership or association in which he or she is directly or indirectly
3 interested.

4 **SECTION 10. Interpretation and Governing Law.** This AGREEMENT and any
5 dispute arising there under shall be governed and interpreted in accordance with the
6 laws of the State of California. This AGREEMENT shall be construed as a whole
7 according to its fair language and common meaning to achieve the objectives and
8 purposes of the Parties hereto, and the rule of construction to the effect that ambiguities
9 are to be resolved against the drafting party shall not be employed in interpreting this
10 AGREEMENT, all parties having been represented by counsel in the negotiation and
11 preparation hereof.

12 **SECTION 11. No Third Party Beneficiaries.** This AGREEMENT is made and
13 entered into for the sole protection and benefit of the Parties hereto. No other person or
14 entity shall have any right of action based upon the provisions of this AGREEMENT.

15 **SECTION 12. Indemnification.** Except as to any legal challenge or claim
16 brought by any person or entity questioning the use of redevelopment funds for the
17 purposes set forth herein that is the subject of this AGREEMENT:

18 (i) COUNTY shall indemnify and hold AGENCY, its elected officials, officers,
19 directors, affiliates, agents and employees free and harmless from liability to any person
20 or entity not a party to this AGREEMENT from any damage, loss or injury to person
21 and/or property which primarily relates to or arises from the negligence or willful
22 misconduct of COUNTY, its officers, agents, or employees in the execution or
23 implementation of this AGREEMENT;

24 (ii) AGENCY shall indemnify and hold COUNTY, its officers, agents, or
25 employees free and harmless from any person or entity not a party to this
26 AGREEMENT from any damage, loss or injury to person and/or property which primarily
27 relates to or arises from the negligence or willful misconduct of AGENCY, its elected
28 officials, officers, directors, affiliates, agents, or employees in the execution or

1 implementation of this AGREEMENT.

2 **SECTION 13. Insurance.** AGENCY shall cause AGENCY's Contractor to
3 maintain in force, until completion and acceptance of the PROJECT, a policy of
4 Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property
5 Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a
6 policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum.
7 Endorsements to each policy shall be required which name the COUNTY, its officers,
8 directors, officials, agents and employees as additionally insured. COUNTY shall also
9 require AGENCY's Contractors/Consultant to maintain Worker's Compensation
10 Insurance. AGENCY shall provide Certificates of Insurance and Additional Insured
11 Endorsements which meet the requirements of this section to COUNTY upon request.

12 **SECTION 14. Section Headings.** The Section headings herein are for the
13 convenience of the Parties only and shall not be deemed to govern, limit, modify or in
14 any manner affect the scope, meaning or intent of the provisions or language of this
15 AGREEMENT.

16 **SECTION 15. Project Sign.** AGENCY may place a project sign at the project
17 site identifying the AGENCY as a funding source for the road improvement project.

18 **SECTION 16. Entire Agreement.** This AGREEMENT is intended by the Parties
19 hereto as a final expression of their understanding with respect to the subject matter
20 hereof and as a complete and exclusive statement of the terms and conditions thereof
21 and supersedes any and all prior and contemporaneous agreements and
22 understandings, oral or written, in connection therewith. Any amounts to or clarification
23 necessary to this AGREEMENT shall be in writing and acknowledged by all Parties to
24 the AGREEMENT.

25 **SECTION 17. Amendments to the Agreement.** It is agreed that the rights,
26 interests, understandings, agreements and obligations of the respective parties
27 pertaining to the subject matter of this AGREEMENT may not be amended, modified or
28 supplemented in any respect except by a subsequent written instrument evidencing the

1 express written consent of each of the parties hereto and duly executed by the Parties.

2 **SECTION 18. Successors and Assigns.** This AGREEMENT shall inure to the
3 benefit of, and be binding upon, the successors, executors, administrators, legal
4 representatives and assigns of the Parties hereto.

5 **SECTION 19. Termination by AGENCY.** AGENCY shall have the right to
6 terminate this AGREEMENT in the event COUNTY fails to perform, keep or observe
7 any of its duties or obligations hereunder; provided however, that COUNTY shall have
8 thirty (30) days in which to correct such breach or default after written notice thereof has
9 been served on it by AGENCY.

10 **SECTION 20. Termination by COUNTY.** COUNTY shall have the right to
11 terminate this AGREEMENT in the event AGENCY fails to perform, keep or observe
12 any of its other duties or obligations hereunder; provided however, that AGENCY shall
13 have thirty (30) days in which to correct such breach or default after written notice
14 thereof has been served on it by COUNTY.

15 END OF AGREEMENT

16 SIGNATURES ON NEXT PAGE

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1 **IN WITNESS WHEREOF**, AGENCY and COUNTY have executed this
2 AGREEMENT as of the date first above written.

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

COUNTY OF RIVERSIDE

6
7
8 *Bob Buster*

9 Bob Buster, Chairman
10 Board of Directors

Bob Buster

Bob Buster, Chairman
Board of Supervisors

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13 **ATTEST:**

14 Kecia Harper-Ihem, Clerk of the Board

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16
17 BY: *Kecia Harper-Ihem*

18 Deputy

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21 **APPROVED AS TO FORM:**

22 Pamela J. Walls, Agency Counsel

23
24
25 BY: *Anita C. Willis* 8/3/11

26 Anita C. Willis, Deputy

APPROVED AS TO FORM:

Pamela J. Walls, County Counsel

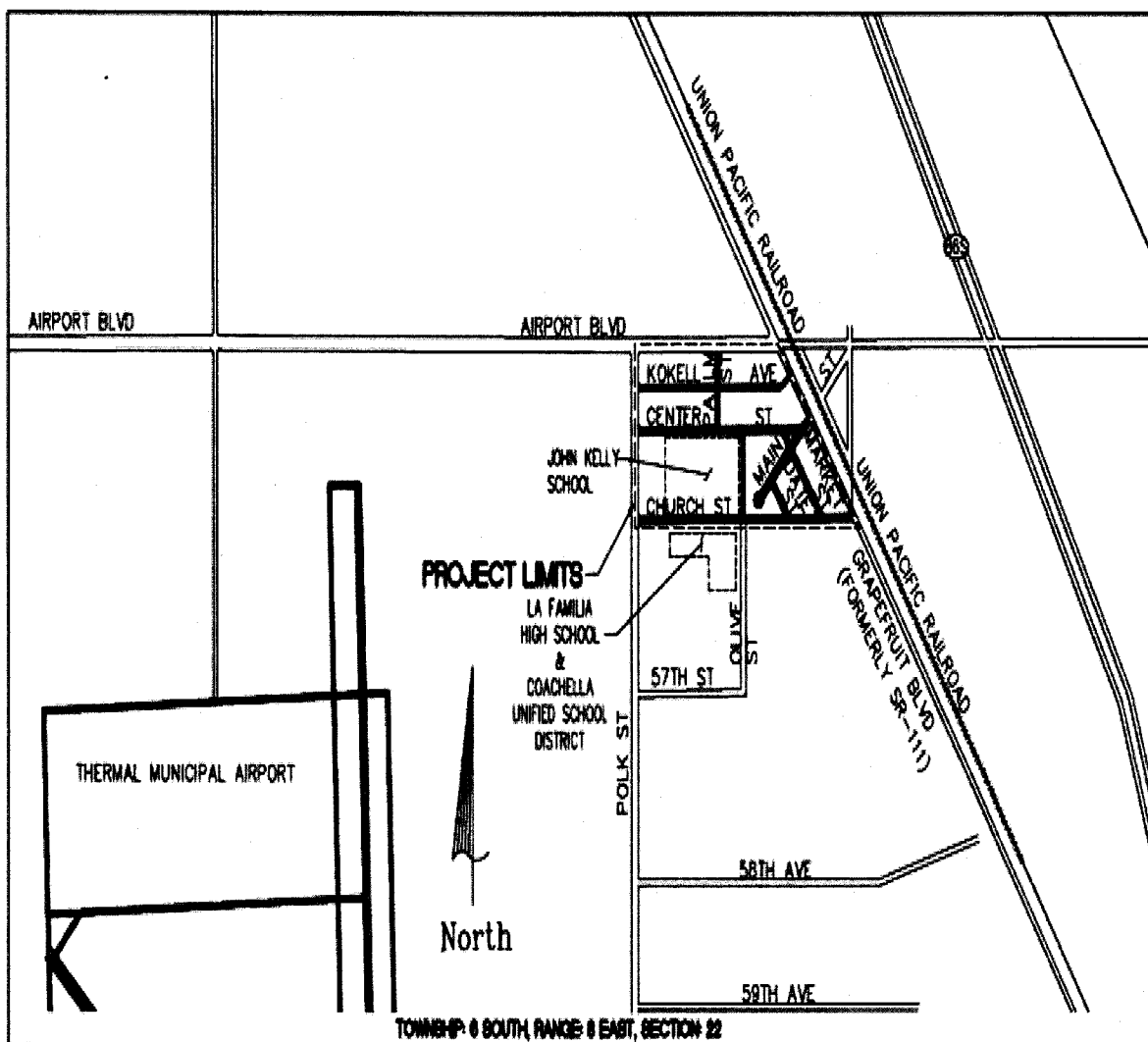
27
28 BY: *Marsha L. Victor* 8/3/11

Marsha L. Victor, Deputy

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EXHIBIT A
LOCATION OF PROJECT

THERMAL STREET IMPROVEMENT PROJECT



VICINITY MAP

NOT TO SCALE

EXHIBIT B

SCOPE OF WORK

Description: The PROJECT includes the installation of curb, gutter, sidewalk, and street paving within the Thermal Town Site. In addition, upgrades to existing curb ramps, driveways and the replacement of cracked and lifted sidewalk have been incorporated to the project activities along with utility relocations and upgrades as necessary.

COUNTY will oversee and/or perform the following tasks associated with the PROJECT:

Construction Engineering and Inspection Services	\$227,283
--------------------------------------------------	-----------

The Agency will provide construction survey services for the Project under a separate agreement.

AGREEMENT

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between the Redevelopment Agency for the County of Riverside hereafter called "Owner" and HAZARD CONSTRUCTION COMPANY hereafter called "Contractor".

WITNESSETH

RECITALS:

1. Contractor has submitted to Owner his Contractor's Proposal for the construction of Owner's project, Thermal Town Street Improvement Project in strict accordance with the Contract Documents identified below and Owner 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 Riverside County Department of Transportation identified on the plans or in the Special Provisions. (l) Imperial Irrigation District Developer Energy Planning Guide. (m) The Plans. (n) Addenda No. 1 (o) The Determination of Prevailing Wage Rates for Public Work. (p) Any Change Orders issued. (q) 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 of the State of California Department of Transportation, edition of May 2006, Section 7.1 and 7.2 of the General Conditions and Section 1.4 and 1.8 of the Special Provisions.

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

The Contractor shall notify KOA Corporation, hereafter Engineer, in writing, of his intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the 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 Owner, 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.

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

REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE

BY Bob Buster
Chairman, Board of Directors

BOB BUSTER

Dated AUG 16 2011

CONTRACTOR

BY [Signature]

TITLE: JASON A. SPINDLER, VICE PRESIDENT
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY [Signature]
Deputy

ATTEST:

[Signature]

TITLE: Notary

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

License No. 750542 A

Federal Employer identification Number

33-0807734

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 8/3/11
MARSHAL VICTOR DATE

"Owner"
(Seal)

"Corporation"
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On July 18, 2011 before me, Sandra Kostyrka, Notary Public

Date

NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC

personally appeared Jason A. Mordhorst

NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

Sandra Kostyrka (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL

Though the data below is not required by law. It may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

INDIVIDUAL

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

PARTNER(S)

LIMITED

GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

NUMBER OF PAGES

SIGNER IS REPRESENTING:

NAMES OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

PERFORMANCE BOND

Recitals:

1. Hazard Construction Company (Contractor) intend to enter into an Agreement with **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE** (Owner) for construction of public work known as the Thermal Town Street Improvement Project.
2. Travelers Casualty and Surety Company of America, 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 \$2,272,832.00 and inures to the benefit of Owner.
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 Owner 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 July 7, 2011

Hazard Construction Company

Travelers Casualty and Surety Company of America

By [Signature]
JASON A. NOTOWIDIGDHO, VICE PRESIDENT

By [Signature]

By _____

Type Name Tara Bacon, Attorney-in-Fact
Its Attorney in Fact
'Surety'

Title **HAZARD CONSTRUCTION COMPANY**
"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).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On July 18, 2011 before me, Sandra Kostyrka, Notary Public

Date

NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC

personally appeared Jason A. Mordhorst

NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

Sandra Kostyrka (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL

Though the data below is not required by law. It may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
 CORPORATE OFFICER

- TITLE(S)
 PARTNER(S) LIMITED
 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

- TITLE OR TYPE OF DOCUMENT
NUMBER OF PAGES
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAMES OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

ACKNOWLEDGMENT

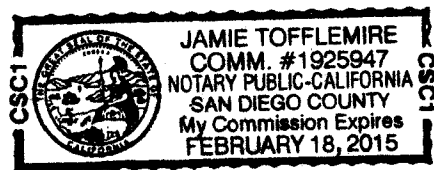
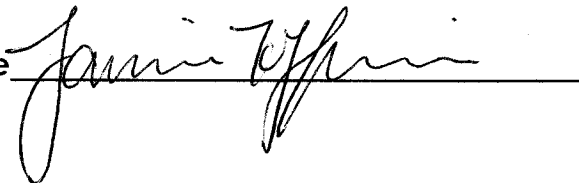
State of California
County of San Diego

On July 7, 2011 before me, Jamie Tofflemire, Notary Public, personally appeared Tara Bacon, who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222176

Certificate No. 004198337

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dale Harshaw, Tara Bacon, Geoffrey R. Shelton, Bradley R. Orr, and Kyle King

of the City of San Diego, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of May, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of May, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are Hazard Construction Company, as Principal and Original Contractor and Travelers Casualty and Surety Company of America 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 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE a public entity, as Owner, for \$2,272,832.00, 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 the Thermal Town Street Improvement Project.

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: July 7, 2011

Hazard Construction Company
Original Contractor - Principal

Travelers Casualty and Surety Company of America -
Surety

By [Signature]

By [Signature]
Tara Bacon, Its Attorney In Fact

Title JASON A. HORNWOLF, VICE PRESIDENT
(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

On [Signature] 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: All signatures must be notarized

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On July 18, 2011 before me, Sandra Kostyrka, Notary Public
Date NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Jason A. Mordhorst
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

Sandra Kostyrka (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL

Though the data below is not required by law. It may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

- TITLE OR TYPE OF DOCUMENT
- NUMBER OF PAGES
- DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAMES OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

ACKNOWLEDGMENT

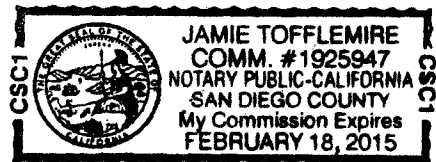
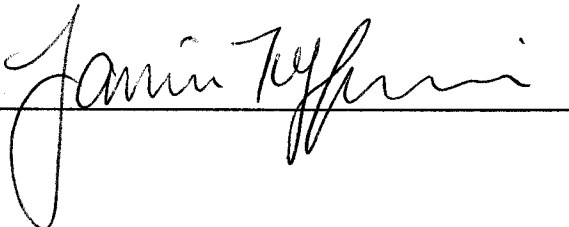
State of California
County of San Diego

On July 7, 2011 before me, Jamie Tofflemire, Notary Public, personally appeared Tara Bacon, who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222176

Certificate No. 004198338

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dale Harshaw, Tara Bacon, Geoffrey R. Shelton, Bradley R. Orr, and Kyle King

of the City of San Diego, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of May, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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Travelers Casualty and Surety Company of America
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State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of May, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

Exhibit A – Bid Summary

Bid Summary

TO:	Pamela J. Walls County Counsel	PROJECT:	Thermal Town Street Improvement Project
FROM:	Jane Jennings 955-8092 Board Assistant, COB	BID DATE:	6/22/11
Project Mgr:	Joaquin Tijerina - EDA (760) 863-2552	BID TIME:	2:00 p.m.
		ITEM/DATE:	4.3 of 05/24/11

(PLEASE REFER ALL QUESTIONS TO THE PROJECT MANAGER)

CONTRACTORS

BID AMOUNT

Hazard Construction
6465 Marindustry Place
San Diego, CA 92121
(858) 587-3600

Total Bid: \$ 2,272,832.00

Granite Construction Company
585 West Beach Street
Watsonville, CA 95076
(831) 724-1011

Total Bid: \$ 2,278,722.00

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
CONTRACT DOCUMENTS FOR
THERMAL TOWN STREET IMPROVEMENTS

ADDENDUM NO. 1

PLEASE BE ADVISED:

1. **Reference:** Street Improvement Plans, Plan Sheet RD-01, RD-03, RD-06, and RD-15

Substitute the attached plans: RD-01, RD-03, RD-06 and RD-15

Note:

- a. Sheet RD-01: Updated Quantities Schedule
- b. Sheet RD-03: Revised Cross Section of Kokell Avenue (Sta. 29.45+94 to Sta. 30+31.53)
- c. Sheet RD-06: Added Cross Gutter, New Sidewalk, and Type C Curb Ramps along Kokell Avenue near Grapefruit Boulevard
- d. Sheet RD-15: Added Cross Gutter along Main Street at Grapefruit Boulevard

2. **Reference:** Bidding Documents, Contractor's Proposal, Bid Schedule, Page B-3 and B-4:

Substitute the attached pages: B-3 and B-4

Note:

- a. Revised Quantities of Bid Item 9, Bid Item 13, Bid Item 17, Bid Item 28;
- b. Included a fix amount of \$60,000 for Bid Item 43;
- c. Added Bid Item 44, 45, and 46)

3. **Reference:** Bidding Documents, Section 4, Special Provisions, Page SP42:

Add the following:

Bid Item 44 - Remove and Replace Existing Driveway Approach as Directed by Field Engineer

The contractor shall remove and replace existing Driveway Approach as requested and directed by field engineer throughout the project site.

Driveway Approach construction shall conform to County of Riverside Standard Drawings and the provisions in Section 73 of the State Standard Specifications and Riverside County Ordinance 461, County Roadway Improvement Standards and Specifications, and Special Provisions section 2.9.

The Contract unit price paid per Square Foot as shown on the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

Bid Item 45 - Remove and Replace Existing Curb and Gutter as Directed by Field Engineer

The contractor shall remove and replace existing concrete curb and gutter as requested and directed by field engineer throughout the project site.

Construction of curb and gutter shall conform to the provisions in Section 73 of the State Standard Specifications and Special Provision 2.9.

The Contract unit price paid per Linear Foot for Curb and Gutter as shown on Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

Bid Item 46 - Remove and Replace Existing Sidewalk as Directed by Field Engineer

The contractor shall remove and replace existing sidewalk as requested and directed by field engineer throughout the project site.

Construction of concrete sidewalk shall conform to the provisions in Section 73 of the State Standard Specifications and Special Provisions 2.9.

The Contract unit price paid per Square Foot as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

ENCLOSURES:

Revised Plans: RD-01, RD-03, RD-06 and RD-15

Revised Bid Schedule: Page B-3 and B-4



By: _____
Mujib Ahmed, RCE No. 68467

Date: 6/20/2011

ADDENDUM NO. 1 ACKNOWLEDGEMENT

Bidder hereby acknowledges receipt of Addendum No. 1 and the incorporation thereof in bid proposal for the Thermal Town Street Improvements. This acknowledgement page shall be signed, dated and included with the Bidder's Bid Proposal Packet.

Bidder: _____

By: _____
(Bidder's Authorized Representative)

Date: _____

Title: _____

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES.



SCALE 1"=40'

North

CONCRETE TABLE

CHG	LENGTH	RADIUS	DELTA	INCHES
C1	112.88'	180.00'	55.5547	58.35'
C2	125.42'	200.00'	55.5547	64.85'
C3	137.96'	220.00'	55.5547	71.35'
C4	150.50'	240.00'	55.5547	77.85'
C5	163.04'	260.00'	55.5547	84.35'
C6	175.58'	280.00'	55.5547	90.85'
C7	188.12'	300.00'	55.5547	97.35'
C8	200.66'	320.00'	55.5547	103.85'
C9	213.20'	340.00'	55.5547	110.35'
C10	225.74'	360.00'	55.5547	116.85'
C11	238.28'	380.00'	55.5547	123.35'
C12	250.82'	400.00'	55.5547	129.85'
C13	263.36'	420.00'	55.5547	136.35'
C14	275.90'	440.00'	55.5547	142.85'
C15	288.44'	460.00'	55.5547	149.35'
C16	300.98'	480.00'	55.5547	155.85'
C17	313.52'	500.00'	55.5547	162.35'
C18	326.06'	520.00'	55.5547	168.85'
C19	338.60'	540.00'	55.5547	175.35'
C20	351.14'	560.00'	55.5547	181.85'
C21	363.68'	580.00'	55.5547	188.35'
C22	376.22'	600.00'	55.5547	194.85'
C23	388.76'	620.00'	55.5547	201.35'
C24	401.30'	640.00'	55.5547	207.85'
C25	413.84'	660.00'	55.5547	214.35'
C26	426.38'	680.00'	55.5547	220.85'
C27	438.92'	700.00'	55.5547	227.35'
C28	451.46'	720.00'	55.5547	233.85'
C29	464.00'	740.00'	55.5547	240.35'
C30	476.54'	760.00'	55.5547	246.85'
C31	489.08'	780.00'	55.5547	253.35'
C32	501.62'	800.00'	55.5547	259.85'
C33	514.16'	820.00'	55.5547	266.35'
C34	526.70'	840.00'	55.5547	272.85'
C35	539.24'	860.00'	55.5547	279.35'
C36	551.78'	880.00'	55.5547	285.85'
C37	564.32'	900.00'	55.5547	292.35'
C38	576.86'	920.00'	55.5547	298.85'
C39	589.40'	940.00'	55.5547	305.35'
C40	601.94'	960.00'	55.5547	311.85'
C41	614.48'	980.00'	55.5547	318.35'
C42	627.02'	1000.00'	55.5547	324.85'

NOTE: APPROXIMATE LOCATIONS FOR DRIVEWAY LIMITS ARE SHOWN ON THE PLAN. CONTRACTOR SHALL VERIFY THE EXISTING DRIVEWAY LIMITS TO BE SHOWN ON THE PLAN AND CONFORMANCE WITH THE DRIVEWAY LIMITS SHOWN ON THE PLAN.

SEAL - ENGINEER

ENGINEERING COMPANY

KOA CORPORATION

PLANNING & ENGINEERING

1000 Koa Parkway, Suite 1000, Honolulu, HI 96813

PREPARED BY: [Signature]

DATE: 5-18-11

SCALE: 1"=40' v. 1"=40'

RICE NO. 28257

DATE: 5-18-11

BENCHMARK: TIBERIAL TOWER STRONGERS JARRINGTONS PROSPECT RD - 10000

PLAN & PROFILE

KOKELL AVENUE

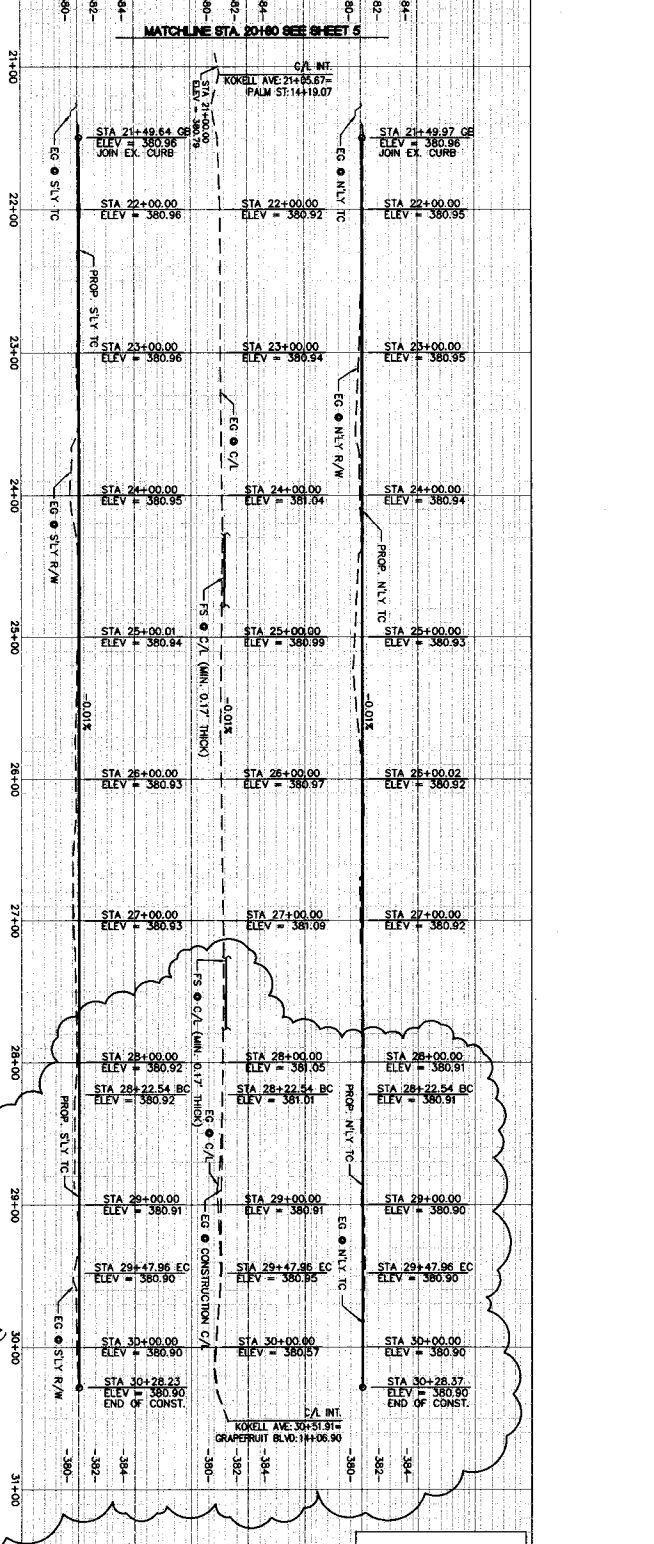
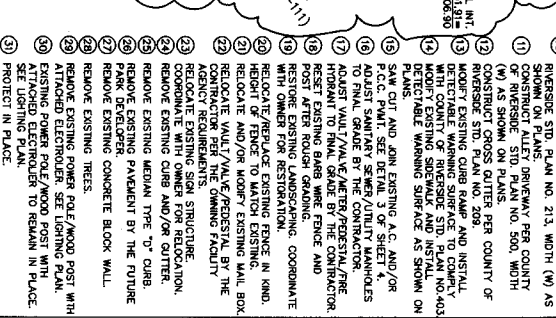
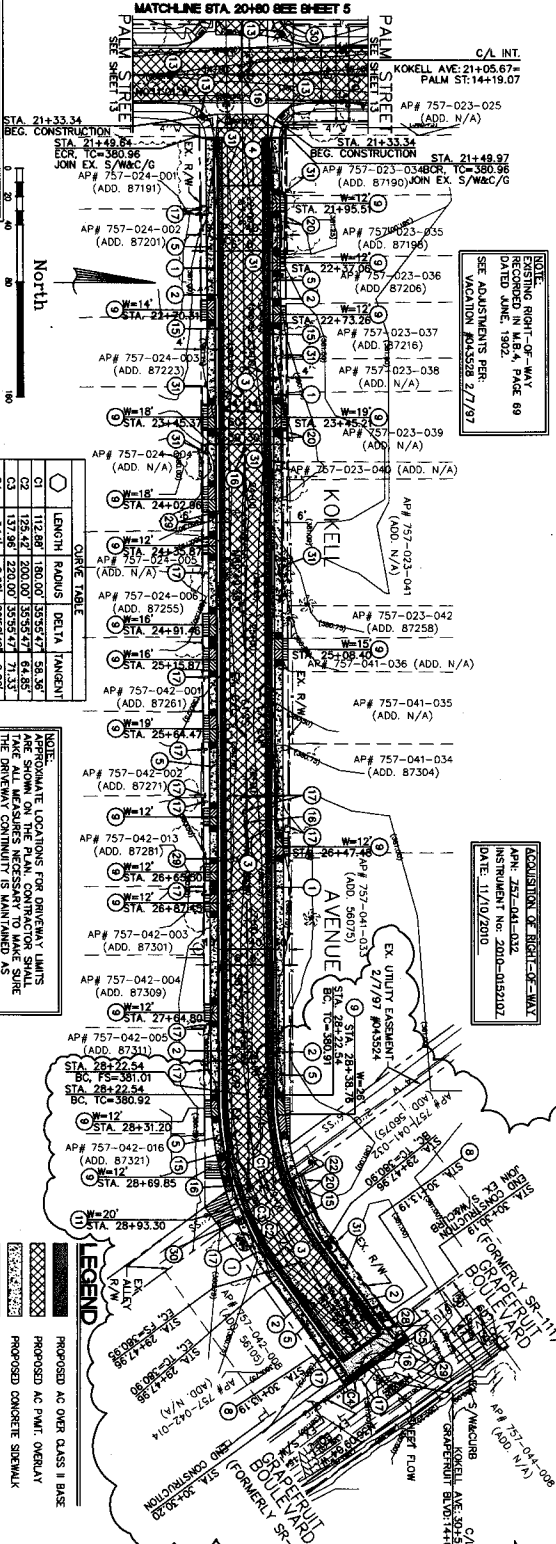
STA. 20+80 TO 30+52

RD-06

17 SHEETS

NO. 1000000000

IP 000048



- CONSTRUCTION NOTES**
1. CONSTRUCT 0.30" THICK A.C. PAVT. PER COUNTY OF RENEWABLE STD. PLAN NO. 200 & 401.
 2. CONSTRUCT ASP. PAVT. DRIVEWAY (MIN. 0.17%), SEE DETAIL 1 ON SHEET 4.
 3. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.
 4. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.
 5. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.
 6. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.
 7. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.
 8. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.
 9. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.
 10. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.
 11. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.
 12. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.
 13. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.
 14. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.
 15. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.
 16. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.
 17. CONSTRUCT 50' HEDGER GRIND, SEE DETAIL 1 ON SHEET 4.

**THERMAL TOWN STREET IMPROVEMENT PROJECT
BID PROPOSAL**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	999990	MOBILIZATION	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	160101	CLEARING AND GRUBBING (INCLUDING TRIMMING OF TREES AND BUSHES)	LS	1		
5	731504	MINOR CONCRETE (CURB AND GUTTER) TYPE A-6	LF	10,850		
6	390102	ASPHALT CONCRETE TYPE A	TON	1,600		
7	260201	CLASS 2 AGGREGATE BASE	CY	1,425		
8	153112	ASPHALT CONCRETE PAVEMENT OVERLAY (.17' DEPTH MIN.)	SQYD	34,000		
9	153103	CONSTRUCT 50' HEADER GRIND	SQFT	19,400		
10	731521	MINOR CONCRETE SIDEWALK (CONSTRUCT 6" THICK SIDEWALK)	CY	925		
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE A)	EA	12		
12	017316	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE B)	EA	3		
13	017316	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE C)	EA	5		
14	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	86		
15	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 213)	EA	3		
16	731516	MINOR CONCRETE (ALLEY APRON) (CRS 500)	EA	3		
17	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	7,000		
18	017315	MODIFY CURB RAMP AND INSTALL DETECTABLE WARNING SURFACE	EA	15		
19	017315	MODIFY SIDEWALK AND INSTALL DETECTABLE WARNING SURFACE	EA	1		
20	152440	ADJUST SEWER AND UTILITY MANHOLE TO FINAL GRADE	EA	34		
21	152452	ADJUST VAULT/ VALVE/ METER/ PEDESTAL/ FIRE HYDRANT TO FINAL GRADE	EA	100		
22		RESET EXISTING BARB WIRE FENCE AND POST	LF	1,300		
23		RESTORE EXISTING LANDSCAPING	LF	200		
24	801900	RELOCATE/ REPLACE EXISTING CHAIN LINK FENCE IN KIND	LF	2,050		
25	152370	RELOCATE AND/OR MODIFY EXISTING MAIL BOX	EA	8		
26	152410	RELOCATE VAULT/ VALVE/ PEDESTAL	EA	4		
27	152394	RELOCATE EXISTING SIGN STRUCTURE	EA	1		
28	153239	REMOVE EXISTING CURB AND GUTTER	LF	500		
29	153218	REMOVE EXISTING MEDIAN TYPE "D" CURB	LF	2,000		
30	153246	REMOVE EXISTING CONCRETE BLOCK WALL	LF	300		
31	160120	REMOVE EXISTING TREES	EA	48		

**THERMAL TOWN STREET IMPROVEMENT PROJECT
BID PROPOSAL-(CONTINUE):**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)	
32	840506	PAINT 8" TRAFFIC STRIPE	LF	910			
33	840504	PAINT 4" TRAFFIC STRIPE	LF	60			
34	840501	PAINT 4" TRAFFIC STRIPE (WITH RPM'S)	LF	5,100			
35	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	3,261			
36	597401	PAINT RED CURB	LF	500			
37	568023	INSTALL ROADSIDE SIGN AND POST	EA	38			
38	568017	INSTALL ROADSIDE SIGN PANEL	EA	33			
39		RELOCATE EXISTING ROADSIDE SIGN AND INSTALL NEW POST	EA	8			
40	151281	REMOVE EXISTING ROADSIDE SIGN AND POST	EA	25			
41	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM]	LS	1			
42	190101	REMOVE 6" DIA. ABANDONED WATER PIPE	LF	500			
43	000003	MISCELLANEOUS DIRECTED WORK	FA	1	\$60,000	\$60,000	
44		REMOVE AND REPLACE EXISTING DRIVEWAY APPROACH AS DIRECTED BY FIELD ENGINEER	SQFT	7,200			
45		REMOVE AND REPLACE EXISTING CURB AND GUTTER AS DIRECTED BY FIELD ENGINEER	LF	3,000			
46		REMOVE AND REPLACE EXISTING SIDEWALK AS DIRECTED BY FIELD ENGINEER	SQFT	5,000			
PROJECT TOTAL ITEMS 1-46							\$
"Words"							

Exhibit C - Construction Contract (3 Copies)

Exhibit D – Performance and Payment Bonds

With Corresponding Power of Attorney

**Exhibit E – Certificate of Liability
and Worker's Compensation Insurance**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2011 15:24

PRODUCER Barney & Barney LLC CA Insurance Lic: 0C03950 9171 Towne Centre Drive, Suite 500 San Diego, CA 92122 858-457-3414	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Hazard Construction Company PO BOX 229000 San Diego, CA 92192-9000	INSURER A: Fireman's Fund Insurance Company	21873
	INSURER B: Lexington Insurance Company	19437
	INSURER C: The Netherlands Insurance Company	24171
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR (ADD'L LTR)	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI DEDUCTIBLE: \$5,000 <input checked="" type="checkbox"/> PD DEDUCTIBLE: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	035406586	3/1/2011	3/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
<i>This certificate amends and supercedes prior certificates</i>						
C	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp/Collision Ded: \$2500	BA8027366	3/1/2011	3/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Builder's Risk	MZI93018337	3/1/2011	3/1/2012	Transit: \$500,000; Temporary Storage Location: \$500,000 Deductible: \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.
 RE: HCC Job: 11027 Thermal Town Street Improvements. Contract Amount in reference to Builder's Risk: \$2,272,832. Builder's Risk includes Earthquake and Flood for duration of job (60 working days), 5%/\$500,000 minimum deductible applies. The County, the Agency, their Director's, Officers, special Districts, Board of Supervisors, Employees, Agents, or Representatives are Additional Insured GL/AL. Waiver of Subrogation applies to GL/WC

CERTIFICATE HOLDER	CANCELLATION
County of Riverside, Economic Development Agency 44-199 Monrie Street, Suite B Indio, CA 92201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> * DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Amanda Glebus Amanda Colebs</i>

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

This Certificate of Insurance 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.

INSURED: Hazard Construction Company

POLICY #: 035406586

COMPANY: Lexington Insurance Company

POLICY PERIOD: 3/1/2011

TO 3/1/2012

EFFECTIVE DATE:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

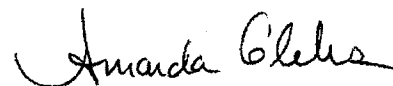
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p> <p><i>Blanket - "As required by written contract". This endorsement applies to work performed on Commercial projects only and excludes any and all "Residential Structures" work as defined by LX9911 (02/06) on this policy.</i></p>
<p>Location And Description of Completed Operations:</p>
<p>Additional Premium:</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



INSURED: Hazard Construction Company

POLICY #: 035406588

COMPANY: Lexington Insurance Insurance Company

POLICY PERIOD: 3/1/2011

TO 3/1/2012

EFFECTIVE DATE:

POLICY NUMBER: TBD

ENDORSEMENT

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

BLANKET AS REQUIRED BY WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Amanda Gleba

INSURED: Hazard Construction Company

POLICY #: BA8027366

COMPANY: The Netherlands Insurance Company

POLICY PERIOD: 3/1/2011

TO 3/1/2012

EFFECTIVE DATE:

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.
- b. The most we will pay for "loss" in any one "accident" is the smallest of:
 - (1) \$50,000
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".
- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A. 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.



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INSURED: Hazard Construction Company

POLICY #: 035406586

COMPANY: Lexington Insurance Company

POLICY PERIOD: 3/1/2011 TO 3/1/2012

EFFECTIVE DATE:

ENDORSEMENT

This endorsement, effective 12:01 AM

Forms a part of policy no.:

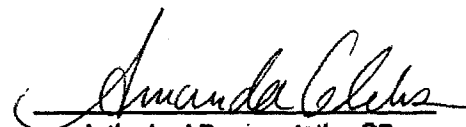
Issued to:

By:

**WAIVER OF SUBROGATION
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.


Authorized Representative OR
Countersignature (In states where applicable)

INSURED: Hazard Construction Company
COMPANY: Zurich American Insurance Company

POLICY #: WC824841312
POLICY PERIOD: 3/1/2011 TO 3/1/2012
EFFECTIVE DATE:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 4-84)

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 0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

As agreed by written contract or agreement.

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

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By

Amanda Cole

WC 04 03 06

(Ed. 04-84)

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INSURED: Hazard Construction Company
COMPANY: Zurich American Ins. Co.

POLICY#: WC82481312
POLICY PERIOD: 3/1/11 to 3/1/12

ENDORSEMENT

This endorsement is issued by the company named on the Information Page. It forms a part of the policy as of the effective date shown above, at the hour stated on the Information Page.

This endorsement changes the insurance as is afforded by the policy relating to the following:

ALTERNATE EMPLOYER ENDT EXPANDED

ALTERNATE EMPLOYER ENDORSEMENT (2/89)

ALTERNATE EMPLOYER:

AN ALTERNATE EMPLOYER WITH WHOM YOU HAVE A WRITTEN CONTRACT THAT REQUIRES THIS POLICY TO APPLY AS THOUGH THE ALTERNATE EMPLOYER IS AN INSURED.

ADDRESS:

ALL STATES LISTED IN ITEM 3A OF THE INFORMATION PAGE

STATE OF SPECIAL OR TEMPORARY EMPLOYMENT:

ANY CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE OR PROJECT WHICH IS THE SUBJECT OF THE CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE.



U-WC-178-C (8/93)

Page 1

Last page

Exhibit F- Reimbursement Agreement (3 copies)