

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

224 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 June 15, 2009

SUBJECT: Construction of Traffic Signal, Signing and Striping at Harrison Avenue and 65th Street, Eastvale area.

RECOMMENDED MOTION: That the Board accept the low bid of AK Engineering of San Bernardino, CA in the amount of \$177,032. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents. Amend the TIP by approval of the project's proposed budget as shown on Attachment A.

BACKGROUND: By Minute Order dated March 24, 2009 (agenda item 3.25) the Board authorized the Clerk of the Board to advertise for the construction of traffic signal, signing and striping at Harrison Avenue and 65th Street, Eastvale area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, April 22, 2009. Eighteen responsive bids were received. The lowest and best bid was submitted by AK Engineering in

Departmental Concurrence

Juan C. Perez
 Director of Transportation

JCP:jrj
 (Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 177,032	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2008/2009
SOURCE OF FUNDS: West County DIF Signal Mitigation Fund (100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*
 Tina Grande

County Executive Office Signature

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

Prev. Agn. Ref. 3/24/09, Item 3.25 | District: 2 | Agenda Number:

12/9/08, Item 2.3

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.47

The Honorable Board of Supervisors

RE: Construction of Traffic Signal, Signing and Striping at Harrison Avenue and 65th Street, Eastvale area.

June 15, 2009

Page 2 of 2

the amount of \$177,032. The bid is \$77,103 (30%) less than the Engineer's Estimate. The Transportation Improvement Program provides for the construction of the subject improvements.

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.

The Development Impact Fee (DIF) program, which is governed under Ordinance 659.6, allows for the use of DIF funds for traffic signal facilities.

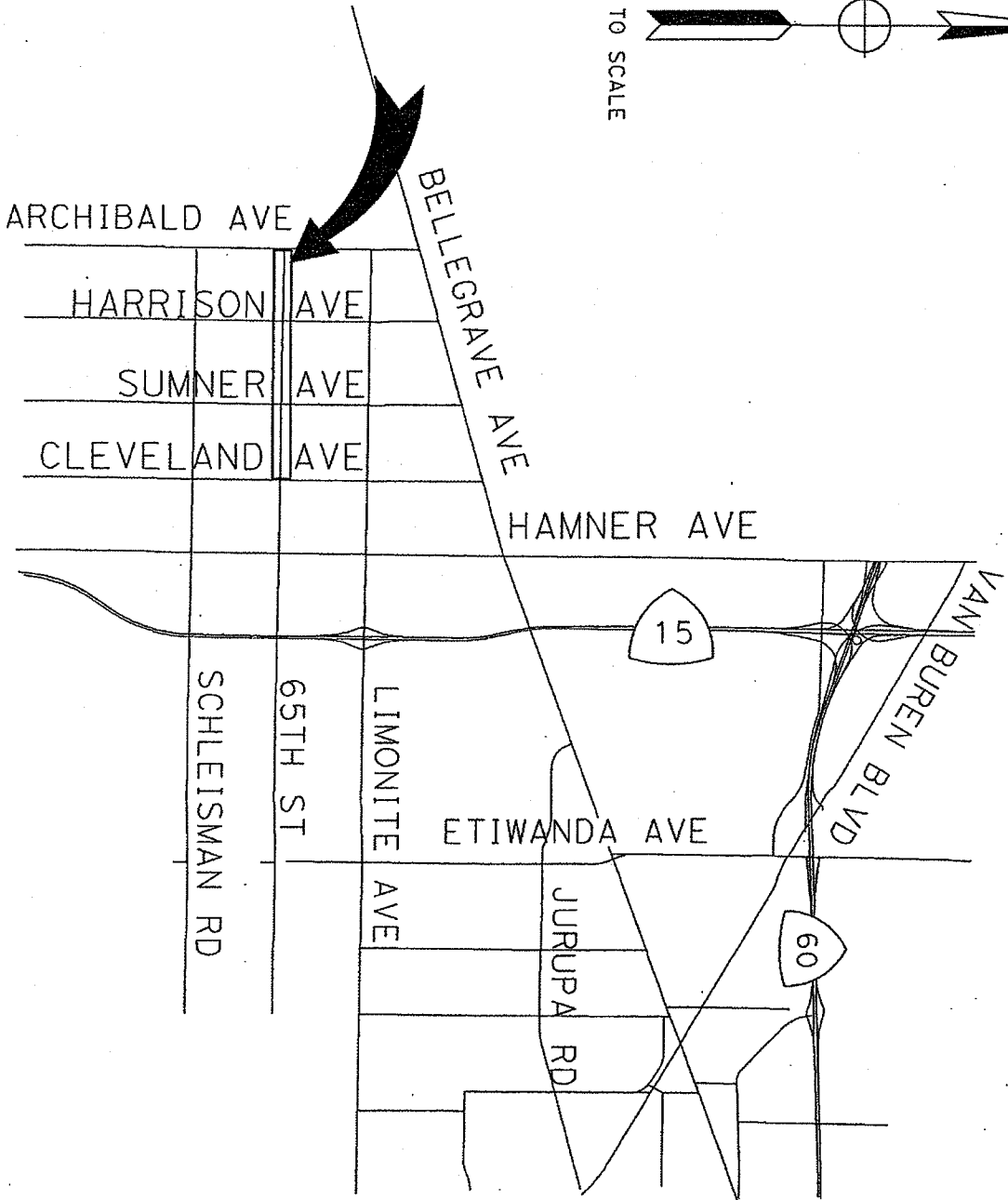
The intersection meets the established warrants for the construction of a traffic signal, which will provide protected traffic movements and improve traffic and pedestrian safety.

Annual traffic signal operation and maintenance costs are estimated at \$5,500 for this location, to be funded from gas tax.

Project Number: B8-0690



NOT TO SCALE



PROJECT LENGTH = 8000 FT
TOWNSHIP 2S RANGE 7W SECTION 28
2008 THOMAS GUIDE PG 683, B-7

VICINITY MAP

Attachment "A"

Riverside County Transportation Department

Project: Harrison Ave & 65th St (TRAFFIC SIGNAL AND LIGHTING PROJECT)

Project No.(s): BB-0690

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	672		672	1,000	1,000
Design	56,998		56,998	20,000	57,000
Right-of-way					
Utilities	2,996		2,996	5,000	3,000
Construction		177,032	177,032	170,000	227,000
Construction Contingency 10%		17,703	17,703		
Signal Pole Equipment		31,459	31,459		
Construction Engineering & Inspection 15.0%	1,274	26,555	26,555	20,000	27,000
Construction Survey 5.0%		8,852	8,852	8,000	9,000
Totals:	61,940	261,601	322,267	224,000	324,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
369	West County DIF Signal Mitigation Fund	224,000	324,000
Totals		224,000	324,000

Comments

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

VENDOR NAME AND ADDRESS: AK Engineering 1254 S. Waterman Avenue #17 San Bernardino, CA 92408 (909) 890-0926	DEPT: Transportation DATE: May 21, 2009 BUDGET F. Y.: 2008 / 2009	B-PO NO.: B	BOS APPROVAL DATE: _____ AGENDA NUMBER: _____
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VENDOR CODE: _____	TRANS CODE: PO	TRANS DEPT: 3130500000	DOCUMENT TOTAL: \$ 177,032.00
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LINE NO.	FUND	DEPT.	ORG.	SUB ORG.	APPR. CODE	OBJECT	ACTIVITY	JOB/PROJECT	LINE AMOUNT
	20000								

NOTE:

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

X Regular contract or Blanket contract. If blanket: Encumber, Do not encumber. Current year contract, or Multi-year contract.	If multi-year contract, encumbrance amount for: First year \$ <u>N/A</u> Second year \$ _____ Third year \$ _____
CONTRACT DESCRIPTION: Traffic Signal and Lighting, and Signing & Striping For Harrison Avenue and 65th Street Project No. B8-0690	

PREPARED BY: Joel Jimenez DATE: May 21, 2009 APPROVED BY: _____ DATE: _____	A-C ENCUMBRANCE: ENCUMBERED BY: _____
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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:	AK Engineering
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Minority

Status: M W DV None

Vendor/Lessor Location:	San Bernardino, 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:

Bidding Process:

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

- Bid Range: \$ 177,032.00 to \$ 235,422.00
- Local Bid Range: N/A
- Responsive and Responsible Bid Range: \$ 177,032.00 to \$ 235,422.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

Riverside County Transportation Department Summary of Bids

PROJECT: Traffic signal and lighting and signing & striping plans for Harrison Avenue and 65th Street

Advertised: March 24, 2009 (Agenda Item: 3.25)
Bids Open: 2 pm **Date:** Wednesday, April 22, 2009

PROJECT NO. B8-0690

Base Bid		COUNTY'S ESTIMATE				AK ENGINEERING San Bernardino, CA 92408		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG. ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	201,220.00	201,220.00	145,185.00	145,185.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00	3,000.00	3,000.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	10,250	2.50	25,625.00	1.14	11,685.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	26,500	0.20	5,300.00	0.18	4,770.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,180	3.00	6,540.00	2.80	6,104.00
6	566011	ROADSIDE SIGN - ONE POST	EA	9	200.00	1,800.00	210.00	1,890.00
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	15	150.00	2,250.00	90.00	1,350.00
8	151281	SALVAGE ROADSIDE SIGN	EA	14	100.00	1,400.00	57.00	798.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	5.00	5,000.00	2.25	2,250.00
						254,135.00		177,032.00

Base Bid		DBX, INC. Temecula, CA 92590				LINCOLN PACIFIC BUILDERS, INC. Baldwin Park, CA 91706		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	146,155.00	146,155.00	144,000.00	144,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,000.00	2,000.00	2,000.00	2,000.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	10,250	0.54	5,535.00	0.60	6,150.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	26,500	0.40	10,600.00	0.45	11,925.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,180	2.77	6,038.60	3.00	6,540.00
6	566011	ROADSIDE SIGN - ONE POST	EA	9	227.22	2,044.98	230.00	2,070.00
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	15	148.33	2,224.95	150.00	2,250.00
8	151281	SALVAGE ROADSIDE SIGN	EA	14	69.29	970.06	70.00	980.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	2.75	2,750.00	3.00	3,000.00
						178,318.59		178,915.00

Riverside County Transportation Department Summary of Bids

PROJECT: Traffic signal and lighting and signing & striping plans for Harrison Avenue and 65th Street

Advertised: March 24, 2009 (Agenda Item: 3.25)
Bids Open: 2 pm Date: Wednesday, April 22, 2009

PROJECT NO. B8-0690

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	PRO TECH ENGINEERING, CORP. Corona Del Mar, CA 92625		SIERRA PACIFIC ELECTRICAL CONTRACTING Riverside, CA 92509	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	158,000.00	158,000.00	158,146.00	158,146.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	1,000.00	1,000.00	1,500.00	1,500.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	10,250	0.54	5,535.00	1.04	10,660.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	26,500	0.30	7,950.00	0.17	4,505.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,180	2.77	6,038.60	2.63	5,733.40
6	566011	ROADSIDE SIGN - ONE POST	EA	9	250.00	2,250.00	193.00	1,737.00
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	15	100.00	1,500.00	84.00	1,260.00
8	151281	SALVAGE ROADSIDE SIGN	EA	14	50.00	700.00	56.00	784.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	2.25	2,250.00	2.10	2,100.00
						185,223.60		186,425.40

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	PTM GENERAL ENGINEERING SERVICES, INC. Riverside, CA 92504		POUK & STEINLE, INC. Riverside, CA 92519	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	155,188.00	155,188.00	164,000.00	164,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	6,000.00	6,000.00	1,000.00	1,000.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	10,250	1.10	11,275.00	0.56	5,740.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	26,500	0.18	4,770.00	0.42	11,130.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,180	2.75	5,995.00	3.00	6,540.00
6	566011	ROADSIDE SIGN - ONE POST	EA	9	204.00	1,836.00	234.00	2,106.00
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	15	88.00	1,320.00	152.80	2,292.00
8	151281	SALVAGE ROADSIDE SIGN	EA	14	43.21	604.94	71.00	994.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	2.20	2,200.00	2.85	2,850.00
						189,188.94		196,652.00

Riverside County Transportation Department Summary of Bids

PROJECT: Traffic signal and lighting and signing and striping plans for Harrison Avenue and 65th Street

Advertised: March 24, 2009 (Agenda Item: 3.25)

Bids Open: 2 pm **Date:** Wednesday, April 22, 2009

PROJECT NO. B8-0690

Base Bid		MOORE ELECTRICAL CONTRACTING, INC. Corona, CA 92880				MATT GARDNER CONSTRUCTION, INC. Ontario, CA 91761			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	170,750.00	170,750.00	164,898.00	164,898.00	164,898.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,000.00	2,000.00	1,999.87	1,999.87	1,999.87
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	10,250	1.00	10,250.00	1.10	11,275.00	11,275.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	26,500	0.16	4,240.00	0.30	7,950.00	7,950.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,180	2.50	5,450.00	2.82	6,147.60	6,147.60
6	566011	ROADSIDE SIGN - ONE POST	EA	9	185.00	1,665.00	241.27	2,171.43	2,171.43
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	15	80.00	1,200.00	99.94	1,499.10	1,499.10
8	151281	SALVAGE ROADSIDE SIGN	EA	14	50.00	700.00	45.00	630.00	630.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	2.00	2,000.00	2.25	2,250.00	2,250.00
						198,255.00			198,821.00

Base Bid		CHRISTOPHER R. MORALES, INC. San Dimas, CA 91773				HIGH LIGHT ELECTRIC Riverside, CA 92504			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	165,000.00	165,000.00	159,159.00	159,159.00	159,159.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	4,500.00	4,500.00	13,000.00	13,000.00	13,000.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	10,250	0.54	5,535.00	1.00	10,250.00	10,250.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	26,500	0.40	10,600.00	0.25	6,625.00	6,625.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,180	2.77	6,038.60	2.50	5,450.00	5,450.00
6	566011	ROADSIDE SIGN - ONE POST	EA	9	227.22	2,044.98	250.00	2,250.00	2,250.00
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	15	148.33	2,224.95	90.00	1,350.00	1,350.00
8	151281	SALVAGE ROADSIDE SIGN	EA	14	69.29	970.06	60.00	840.00	840.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	2.75	2,750.00	2.50	2,500.00	2,500.00
						199,663.59			201,424.00

Riverside County Transportation Department Summary of Bids

PROJECT: Traffic signal and lighting and signing and striping plans for Harrison Avenue and 65th Street

Advised: March 24, 2009 (Agenda Item: 3.25)
Bids Open: 2 pm **Date:** Wednesday, April 22, 2009

PROJECT NO. B8-0690

Base Bid		TRAFFIC LOOPS CRACKFILLING, INC. Anaheim, CA 92804		KDC, INC. dba DYNAELECTRIC Los Alamitos, CA 90720				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	167,900.00	167,900.00	175,180.00	175,180.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	4,500.00	4,500.00	2,038.00	2,038.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	10,250	1.00	10,250.00	0.60	6,150.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	26,500	0.35	9,275.00	0.40	10,600.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,180	3.00	6,540.00	2.80	6,104.00
6	566011	ROADSIDE SIGN - ONE POST	EA	9	245.00	2,205.00	232.00	2,088.00
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	15	105.00	1,575.00	151.00	2,265.00
8	151281	SALVAGE ROADSIDE SIGN	EA	14	40.00	560.00	71.00	994.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	2.30	2,300.00	2.80	2,800.00
						205,105.00		208,219.00

Base Bid		CSI ELECTRICAL CONTRACTORS, INC. Santa Fe Springs, CA 90670		COMPETITIVE EDGE ELECTRIC, INC. Highland, CA 92346				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	150,974.00	150,974.00	188,000.00	188,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	1,891.00	1,891.00	1,836.41	1,836.41
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	10,250	1.00	10,250.00	0.54	5,535.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	26,500	1.00	26,500.00	0.40	10,600.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,180	4.00	8,720.00	2.77	6,038.60
6	566011	ROADSIDE SIGN - ONE POST	EA	9	264.00	2,376.00	227.22	2,044.98
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	15	173.00	2,595.00	148.33	2,224.95
8	151281	SALVAGE ROADSIDE SIGN	EA	14	81.00	1,134.00	69.29	970.06
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	4.00	4,000.00	2.75	2,750.00
						208,440.00		220,000.00

Riverside County Transportation Department Summary of Bids

PROJECT: Traffic signal and lighting and signing and striping plans for Harrison Avenue and 65th Street

Advised: March 24, 2009 (Agenda Item: 3.25)

Bids Open: 2 pm Date: Wednesday, April 22, 2009

PROJECT NO. B8-0690

Base Bid		CALIFORNIA PROFESSIONAL ENGINEERING, INC. South El Monte, CA 91733		TERNO, INC. La Mirada, CA 90638				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	189,500.00	189,500.00	197,944.00	197,944.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,000.00	2,000.00	2,222.00	2,222.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	10,250	0.57	5,842.50	0.60	6,150.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	26,500	0.42	11,130.00	0.44	11,660.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,180	2.91	6,343.80	3.10	6,758.00
6	566011	ROADSIDE SIGN - ONE POST	EA	9	240.00	2,160.00	252.00	2,268.00
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	15	155.00	2,325.00	164.80	2,472.00
8	151281	SALVAGE ROADSIDE SIGN	EA	14	73.00	1,022.00	77.00	1,078.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	2.90	2,900.00	3.06	3,060.00
						223,223.30		233,612.00

Base Bid		STEINY AND COMPANY, INC. Baldwin Park, CA 91706						
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	200,257.50	200,257.50		
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	1,000.00	1,000.00		
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	10,250	1.15	11,787.50		
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	26,500	0.35	9,275.00		
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,180	2.90	6,322.00		
6	566011	ROADSIDE SIGN - ONE POST	EA	9	249.00	2,241.00		
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	15	103.00	1,545.00		
8	151281	SALVAGE ROADSIDE SIGN	EA	14	46.00	644.00		
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	2.35	2,350.00		
						235,422.00		

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 **AK ENGINEERING** 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, **Harrison Avenue & 65th Street Traffic Signal and Lighting and Signing & Striping, Project No. B8-0690**, 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 **No.1**. (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.

HARRISON AVENUE AND 65TH STREET

**TRAFFIC SIGNAL AND LIGHTING
AND SIGNING & STRIPING PLANS**

PROJECT NO. B8-0690

AGREEMENT

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	860201	1	LS	SIGNAL AND LIGHTING	145,185.00	145,185.00
2.	120100	1	LS	TRAFFIC CONTROL SYSTEM	3,000.00	3,000.00
3.	150717	10,250	SQFT	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	1.14	11,685.00
4.	840656	26,500	LF	PAINT TRAFFIC STRIPE (2-COAT)	0.18	4,770.00
5.	840519	2,180	SQFT	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	2.80	6,104.00
6.	566011	9	EA	ROADSIDE SIGN - ONE POST	210.00	1,890.00
7.	568001	15	EA	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	90.00	1,350.00
8.	151281	14	EA	SALVAGE ROADSIDE SIGN	57.00	798.00
9.	850102	1,000	EA	PAVEMENT MARKER (REFLECTIVE)	2.25	2,250.00

PROJECT TOTAL One hundred seventy seven thousand, thirty two dollars and no cents
ITEMS 1-9 "WORDS"

\$177,032.00

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

COUNTY OF RIVERSIDE

AK ENGINEERING

BY _____
Chairman, Board of Supervisors

BY Kamal Khalid

Dated _____

TITLE: Owner
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST: [Signature]
FREDERICK C. HENNING, NOTARY

BY _____
Deputy

TITLE: Notary

BY _____
"County"
(Seal)

"Corporation"
(Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN BERNARDINO

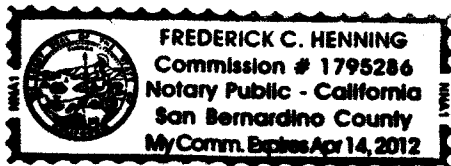
On 5-12-09 before me, FREDERICK C. HENNING, Notary
Date Here Insert Name and Title of the Officer

personally appeared KAMAL S. KHALIL
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: AGREEMENT

Document Date: 5-12-09 Number of Pages: 4

Signer(s) Other Than Named Above: -

Capacity(ies) Claimed by Signer(s)

Signer's Name: KAMAL S. KHALIL

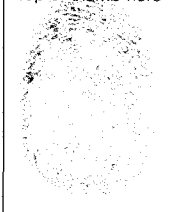
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

AK ENGINEERING

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



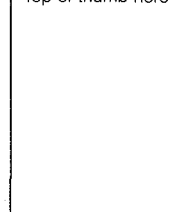
Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

KAMAL S. KHALIL

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 22ND (day) of APRIL (month),
2009 (year) at SAN BERNARDINO, California

Signature of affiant: Kamal Khalif

Note: Notarization of signature required

PERFORMANCE BOND

Recitals:

1. AK ENGINEERING (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as Harrison Avenue and 65th Street Traffic Signal & Lighting and Signing & Striping, Project No. B8-0690.
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 \$ 177,032.00 (One hundred seventy seven thousand, thirty two dollars and no 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 AK ENGINEERING, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$177,032.00 (One hundred seventy seven thousand, thirty two dollars and no 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 Harrison Avenue and 65th Street Traffic Signal & Lighting and Signing & Striping, Project No. B8-0690 . .

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.

Executed in Five Counterparts

Bond #C910561
Premium: \$3,541.00

PERFORMANCE BOND

Premium is for contract term and is subject to adjustment based on final contract price

Recitals:

1. AK ENGINEERING (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as Harrison Avenue and 65th Street Traffic Signal & Lighting and Signing & Striping, Project No. B8-0690.
2. Financial Pacific Insurance Company, a California 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 \$ 177,032.00 (One hundred seventy seven thousand, thirty two dollars and no cents), and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of May 8, 2009

AK Engineering
By _____

By Kamal Khalid

Title Owner
"Contractor"

(Corporate Seal)

Financial Pacific Insurance Company
By Pamela McCarthy
Type Name Pamela McCarthy

Its Attorney in Fact
"Surety"

(Corporate Seal)

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

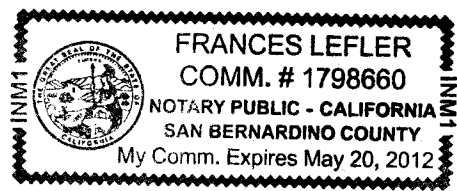
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of San Bernardino) ss.

On 5-8-09 before me, FRANCES LEFLER, NOTARY PUBLIC
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____ PAMELA MCCARTHY
Name(s) of Signer(s)

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.

Frances Lefler
Signature of Notary Public

OPTIONAL

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

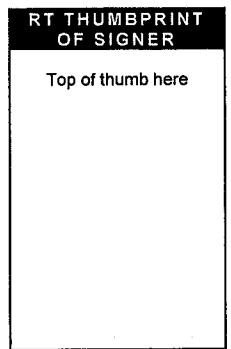
Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN BERNARDINO

On 5-12-09 before me, FREDERICK C. HENNING, NOTARY

Date

Here Insert Name and Title of the Officer

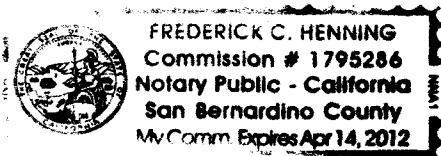
personally appeared KAMAL S. KHALIL

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND

Document Date: 5-8-09

Number of Pages: 3

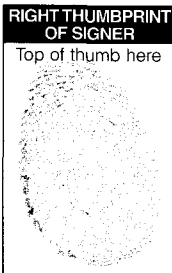
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: KAMAL S. KHALIL

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

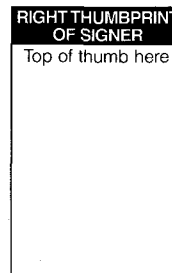
Signer Is Representing: AK ENGINEERING



Signer's Name: _____

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

Signer Is Representing: _____



LIMITED POWER OF ATTORNEY

Financial Pacific Insurance Company

BOND NUMBER **C910561**

POWER NUMBER **910561**

PRINCIPAL **AK Engineering**

PENAL SUM **\$177,032.00**

KNOW ALL MEN BY THESE PRESENTS, that Financial Pacific Insurance Company, a California corporation (the "Company"), does hereby make, constitute and appoint: **Jay P. Freeman, Susan C. Monteon, Frances Lefler, Pamela McCarthy**

its true and lawful Attorneys-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances or other written obligations in the nature thereof as follows:

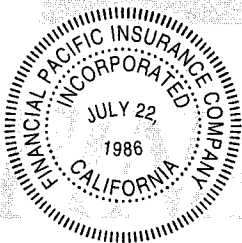
and to bind the Company thereby. **Bid, Performance, Payment, Subdivision and Miscellaneous Bonds up to \$1,500,000.00** This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Financial Pacific Insurance Company at the meeting duly held July 6, 1995, which are now in full force and effect:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted such person.


RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; any such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 12th of September, 2007.





Edward J. Paoletti, Vice President


John R. Hollingshead, Secretary

STATE OF CALIFORNIA, COUNTY OF PLACER

On this 1st of January, 2008, before me, Lisa Roper, Notary Public, personally appeared Edward J. Paoletti and John R. Hollingshead, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.





Lisa Roper, Notary Public

CERTIFICATE

I certify under the Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Signed and sealed at Placer, this 8th day of May, 2009


John R. Hollingshead, Secretary



Executed in Five Counterparts

PAYMENT BOND

Bond #C910561

Premium included in Performance Bond

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are AK ENGINEERING, as Principal and Original Contractor and Financial Pacific Insurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$177,032.00 (One hundred seventy seven thousand, thirty two dollars and no 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 Harrison Avenue and 65th Street Traffic Signal & Lighting and Signing & Striping, Project No. B8-0690 . .

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

DATED: May 8, 2009

AK Engineering

Original Contractor - Principal

Financial Pacific Insurance Company

Surety

By Kamal Khalil

By Pamela McCarthy
Its Attorney In Fact
Pamela McCarthy

Title owner

(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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of San Bernardino) ss.

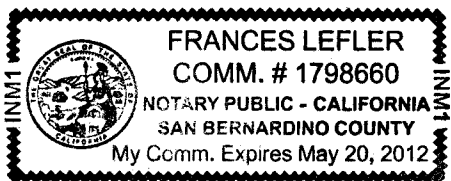
On 5-8-09 before me, FRANCES LEFLER, NOTARY PUBLIC
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____ PAMELA MCCARTHY
Name(s) of Signer(s)

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.



Frances Lefler
Signature of Notary Public

OPTIONAL

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

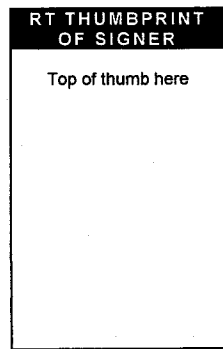
Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN BERNARDINO

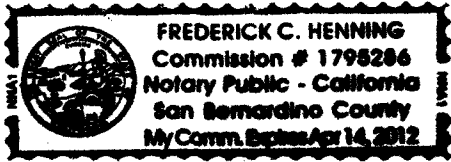
On 5-12-09 before me, FREDERICK C. HENNING, NOTARY
Date Here Insert Name and Title of the Officer

personally appeared KAMAL S. KHALIL
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PAYMENT BOND

Document Date: MAY 8, 2009 Number of Pages: 3

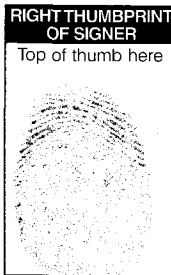
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: KAMAL S. KHALIL

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

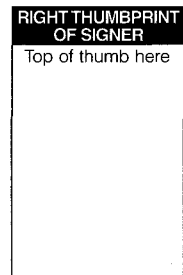
Signer Is Representing: AK ENGINEERING



Signer's Name: _____

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

Signer Is Representing: _____



LIMITED POWER OF ATTORNEY

Financial Pacific Insurance Company

BOND NUMBER **C910561**

POWER NUMBER **910565**

PRINCIPAL **AK Engineering**

PENAL SUM **\$177,032.00**

KNOW ALL MEN BY THESE PRESENTS, that Financial Pacific Insurance Company, a California corporation (the "Company"), does hereby make, constitute and appoint: **Jay P. Freeman, Susan C. Monteon, Frances Lefler, Pamela McCarthy**

its true and lawful Attorneys-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances or other written obligations in the nature thereof as follows:

and to bind the Company thereby. **Bid, Performance, Payment, Subdivision and Miscellaneous Bonds up to \$1,500,000.00** This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Financial Pacific Insurance Company at the meeting duly held July 6, 1995, which are now in full force and effect:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; any such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 12th of September, 2007.





Edward J. Paoletti, Vice President


John R. Hollingshead, Secretary

STATE OF CALIFORNIA, COUNTY OF PLACER

On this 1st of January, 2008, before me, Lisa Roper, Notary Public, personally appeared Edward J. Paoletti and John R. Hollingshead, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.





Lisa Roper, Notary Public

CERTIFICATE

I certify under the Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Signed and sealed at Placer, this 8th day of May, 2009


John R. Hollingshead, Secretary



Company Profile

FINANCIAL PACIFIC INSURANCE COMPANY

PO BOX 292220
SACRAMENTO, CA 95829-2220
800-371-8067

Former Names for Company

Old Name: M. L. OATES INSURANCE COMPANY

Effective Date: 12-30-1993

Agent for Service of Process

CHARLES E. WARDLAW, 3850 ATHERTON ROAD ROCKLIN, CA 95765

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	31453
NAIC Group #:	<u>1114</u>
California Company ID #:	3132-8
Date authorized in California:	December 31, 1987
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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

Company Profile

PEERLESS INSURANCE COMPANY

175 BERKELEY STREET

BOSTON, MA 02116

800-228-7830

Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	24198
NAIC Group #:	0111
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 Complaint Information

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/22/2009

PRODUCER Phone: 909-886-9861 Fax: 909-886-2013
Alliant Insurance Services, Inc.
735 Carnegie Drive, Suite 200
San Bernardino CA 92408

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
Kamal Khalil dba AK Engineering
1254 S. Waterman #17
San Bernardino CA 92408

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Ins C	41297
INSURER B: Peerless Ins Co	24198
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. JECT <input type="checkbox"/> LOC	BCS0019532	4/10/2009	4/10/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8411740	4/9/2009	4/9/2010	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 EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	XLS0059740	5/22/2009	8/22/2009	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The cancellation clause has been amended to delete the "endeavor to" and "but failure to..." wording.
Re: Project #B8-0690, Harrison Avenue & 65th Street Traffic Signal and Lighting and Signing & Striping Project.
County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents and representatives are additional insureds as per form attached.
Waiver of Subrogation is included as per form attached.

CERTIFICATE HOLDER

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

CANCELLATION *10 Day Notice for Non-Pay

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

Jay P. Freeman
©ACORD CORPORATION 1988

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

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 insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B.** With respect to the insurance afforded these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities.


Authorized Representative

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

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
County of Riverside Transportation and Land Management Agency, County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents and representatives are additional insureds as per form attached. Waiver of Subrogation is included as per form attached.	Re: Project #B8-0690, Harrison Avenue & 65th Street Traffic Signal and Lighting and Signing & Striping Project.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

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

SCHEDULE

Name of Person or Organization:

County of Riverside Transportation and Land Management Agency

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

The cancellation clause has been amended to delete the "endeavor to" and "but failure to..." wording.

Re: Project #B8-0690, Harrison Avenue & 65th Street Traffic Signal and Lighting and

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.


Authorized Representative



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT
NO. _____

Attached to and forming a part of

Endorsement Effective Date

Policy No. BCS0019532

12:01 A.M., Standard Time

Named Insured Kamal Khajji dba AK Engineering

Agent No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS
SPECIAL CONDITION**

For coverage provided in the following endorsements as indicated by an "X" in the box below:

Additional Insured-Owners, Lessees Or Contractors-Scheduled Person Or Organization (CG 20 10).

Additional Insured-Owners, Lessees Or Contractors-Automatic Status When Required In Construction Agreement With You (CG 20 33).

Additional Insured-Owners, Lessees Or Contractors-Completed Operations (CG 20 37).

The insurance provided is amended to be (indicated by an "X" in one box below):

Primary and noncontributory.

Primary.

Noncontributory.

X Jay P. Freeman 5/22/2009
Authorized Representative/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.


Authorized Representative

SJ

**STATE
COMPENSATION
INSURANCE
FUND**

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-12-2009

GROUP: 000238
POLICY NUMBER: 0012105-2009
CERTIFICATE ID: 3
CERTIFICATE EXPIRES: 04-10-2010
04-10-2009/04-10-2010

COUNTY OF RIVERSIDE
3525 14TH ST
RIVERSIDE CA 92501-3813

SJ

JOB: HARRISON AVENUE & 95TH STREET TRAFFIC
SIGNAL AND LIGHTING AND SIGNING AND
STRIPING

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

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

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

James Neary
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

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

EMPLOYER

KHALIL, KAMAL
1245 SOUTH WATERMAN #17
SAN BERNARDINO CA 92408

SJ

[B16,SD]

Company Profile

PEERLESS INSURANCE COMPANY

175 BERKELEY STREET

BOSTON, MA 02116

800-228-7830

Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	24198
NAIC Group #:	0111
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



Rating Center
Rating Methodology
Industry Research
Ratings Definitions
Search Best's Ratings
Press Releases
Related Products
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Scottsdale Insurance Company

(a member of [Nationwide Group](#))
A.M. Best #: 03292 NAIC #: 41297 FEIN #: 311024978

Address: 8877 North Gainey Center Drive Phone: 614-249-1545
Scottsdale, AZ 85258-2108 Fax: 614-277-5501

Web: www.scottsdaleins.com

This rating is assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policyholders.



Best's Ratings

Financial Strength Ratings [View Definitions](#)

Issuer Credit Ratings [View Definitions](#)

Rating: **A+ (Superior)**

Long-Term: **aa-**

Affiliation Code: **p (Pooled)**

Outlook: **Negative**

Financial Size Category: **XV** (\$2 Billion or greater)

Action: **Affirmed**

Outlook: **Negative**

Date: **January 27, 2009**

Action: **Affirmed**

Effective Date: **January 27, 2009**

* *Denotes Under Review Ratings. See rating definitions.*

Reports and News

Visit our [NewsRoom](#) for the latest [news](#) and [press releases](#) for this company and its A.M. Best Group.



AMB Credit Report - Insurance Professional (Unabridged) (formerly known as Best's Company Report) - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 02/10/2009 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional \(Unabridged\) Archive](#).



Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

Data Status: 2009 Best's Statement File - P/C, US. Contains data compiled as of 5/12/2009 (Quality Cross Checked).

- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.



AMB Credit Report - Business Professional - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary.

Data Status: Contains data compiled as of 5/12/2009 (Quality Cross Checked).



Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products.

Data Status: 2007 Financial Data (Quality Cross Checked).

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