

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

613A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
July 15, 2010

**SUBJECT:** Construction of Traffic Signal and Lighting at the intersection of Clay Street and De Anza Plaza Drive, Pedley area.

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

1. Accept the low bid of PTM General Engineering Services, Inc. of Riverside, CA in the amount of \$199,900.
2. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.
3. Approve the project's proposed budget as shown on Attachment A.

Juan C. Perez  
Director of Transportation

JCP:rrj:rr  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 199,900	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

<b>SOURCE OF FUNDS:</b> West County DIF (100%)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

BY:   
Tina Grande

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  
DATE: 7/16/10  
Departmental Concurrence

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

Prev. Agn. Ref. 4/20/2010 Item 3.70 | District: 2 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.75

The Honorable Board of Supervisors

RE: Construction of Traffic Signal and Lighting at the intersection of Clay Street and De Anza Plaza Drive, Pedley area.

July 15, 2010

Page 2 of 2

**BACKGROUND:** By Minute Order dated April 20, 2010 (agenda item 3.70) the Board authorized the Clerk of the Board to advertise for the construction of traffic signal, lighting, and associated improvements at the intersection of Clay Street and De Anza Plaza Drive in the Pedley area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, May 12, 2010. Eleven responsive bids were received. The lowest responsive bid was submitted by PTM General Engineering Services, Inc. in the amount of \$199,900. The bid is \$38,725 (16%) less than the Engineer's Estimate.

The Transportation Improvement Program provides for the construction of the subject improvements.

The Development Impact Fee (DIF) program, which is governed under Ordinance 659.6, allows for the use of DIF funds for traffic signal facilities. By minute order dated January 5, 2010, (agenda item 9.8) the Board approved the Annual Mitigation Fee report for Fiscal Year 2008-09, which include the funding for these improvements.

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. This project will also provide striping and signing improvements at the intersection.

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

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

The contractor is qualified.

Project Number: B9-0987

# Attachment "A"

Riverside County Transportation Department

Project: **Clay St & De Anza Plaza Dr**

Project No.(s): **B9-0987**

### Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	17,521	79	17,600	5,000	18,000
Design	55,926	74	56,000	35,000	56,000
Environmental	506	94	600	1,000	1,000
Right-of-way	1,000		1,000	0	1,000
Utilities	2,248	52	2,300	1,000	2,000
Construction	1,191	199,909	201,100		
Construction Contingency 10%		20,110	20,110	250,000	245,000
Signal Pole Equipment		24,000	24,000		
Construction Engineering & Inspection 15.0%	1,304	28,861	30,165	44,000	30,000
Construction Survey 5.0%	112	9,943	10,055	5,000	10,000
<b>Totals:</b>	<b>79,808</b>	<b>283,122</b>	<b>362,930</b>	<b>341,000</b>	<b>363,000</b>

### Project Funding

Code	Name	Existing Budget	Proposed Budget
369	West County DIF Signal Mitigation Fund	341,000	363,000
<b>Totals</b>		<b>341,000</b>	<b>363,000</b>

### Comments

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:	MAMCO, INC.
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Minority Status:

M  W  DV  None

Vendor/Lessor Location:	Riverside, 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: \$ 199,900.00 to \$ 260,025.00  
 Local Bid Range: N/A  
 Responsive and Responsible Bid Range: \$ 199,900.00 to \$ 260,025.00

Contract/Lease Renewals Only

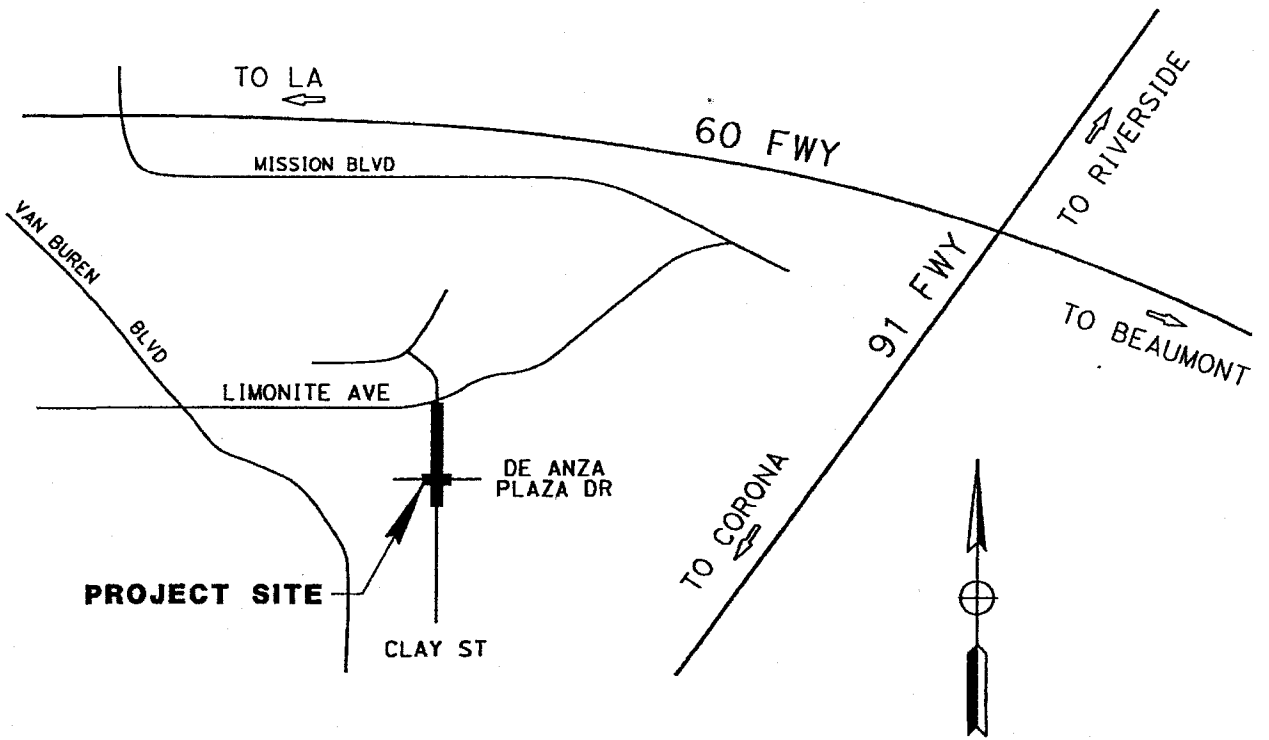
Existing Agreement Items

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**



**VICINITY MAP**

NO SCALE

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Traffic Signal & Lighting at the Intersection of Clay Street  
and De Anza Plaza Drive, Pedley Area**

Advertised: April 20, 2010 (Agenda Item: 3.70)  
Bids Open: 2 pm Date: Wednesday, May 12, 2010

PROJECT NO. B9-0987

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	COUNTY'S ESTIMATE				PTM General Engineering Riverside, CA 92504
				QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	
1	510501	MINOR CONCRETE [(CURB RAMP)(CALTRANS CASE CM)]	EA	2	1,600.00	3,200.00	4,000.00	8,000.00
2	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	1,760.00	1,760.00
3	066148	RELOCATE SIGNS	EA	1	250.00	250.00	105.00	105.00
4	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00	1,000.00	1,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00	2,700.00	2,700.00
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	1600	2.00	3,200.00	1.32	2,112.00
7	150740	REMOVE SIGN	EA	3	150.00	450.00	31.50	94.50
8	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	2,000.00	2,000.00
9	190101	ROADWAY EXCAVATION	CY	130	40.00	5,200.00	55.00	7,150.00
10	260201	CLASS 2 AGGREGATE BASE	CY	80	50.00	4,000.00	25.30	2,024.00
11	390130	HOT MIX ASPHALT	TON	70	100.00	7,000.00	154.00	10,780.00
12	510501	MINOR CONCRETE [STAMPED CONCRETE]	SQFT	1220	10.00	12,200.00	7.20	8,784.00
13	566011	ROADSIDE SIGN - ONE POST	EA	5	250.00	1,250.00	252.00	1,260.00
14	650014	18" REINFORCED CONCRETE PIPE	LF	8	150.00	1,200.00	875.00	7,000.00
15	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	2	2,500.00	5,000.00	2,350.00	4,700.00
16	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	610	15.50	9,455.00	12.35	7,533.50
17	017312	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	SQFT	625	12.00	7,500.00	8.70	5,437.50
18	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	1180	12.00	14,160.00	6.20	7,316.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	648	6.00	3,888.00	3.42	2,216.16
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,228	1.00	2,228.00	0.74	1,648.72
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	74	6.00	444.00	4.25	314.50
22	860201	SIGNAL AND LIGHTING	LS	1	142,000.00	142,000.00	113,764.12	113,764.12
23	220101	FINISHING ROADWAY	LS	1	2,000.00	2,000.00	2,200.00	2,200.00
Project Total Items 1-23						238,625.00		199,900.00

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PROJECT NO. B9-0987

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	International Line Builders Riverside, CA 92519		Sierra Pacific Electrical Contracting Riverside, CA 92509	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	510501	MINOR CONCRETE [(CURB RAMP)(CALTRANS CASE CM)]	EA	2	2,575.00	5,150.00	650.00	1,300.00
2	066102	DUST ABATEMENT	LS	1	1,030.00	1,030.00	1,400.00	1,400.00
3	066148	RELOCATE SIGNS	EA	1	110.00	110.00	100.00	100.00
4	074020	WATER POLLUTION CONTROL	LS	1	1,250.00	1,250.00	1,600.00	1,600.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,150.00	5,150.00	3,750.00	3,750.00
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	1600	1.30	2,080.00	1.25	2,000.00
7	150740	REMOVE SIGN	EA	3	32.00	96.00	30.00	90.00
8	160101	CLEARING AND GRUBBING	LS	1	4,550.00	4,550.00	7,500.00	7,500.00
9	190101	ROADWAY EXCAVATION	CY	130	36.00	4,680.00	68.00	8,840.00
10	260201	CLASS 2 AGGREGATE BASE	CY	80	67.00	5,360.00	132.00	10,560.00
11	390130	HOT MIX ASPHALT	TON	70	128.00	8,960.00	170.00	11,900.00
12	510501	MINOR CONCRETE [STAMPED CONCRETE]	SQFT	1220	8.25	10,065.00	6.40	7,808.00
13	566011	ROADSIDE SIGN - ONE POST	EA	5	247.00	1,235.00	240.00	1,200.00
14	650014	18" REINFORCED CONCRETE PIPE	LF	8	515.00	4,120.00	450.00	3,600.00
15	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	2	4,635.00	9,270.00	2,900.00	5,800.00
16	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	610	18.50	11,285.00	17.50	10,675.00
17	017312	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	SQFT	625	7.00	4,375.00	8.40	5,250.00
18	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	1180	9.25	10,915.00	8.90	10,502.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	648	3.50	2,268.00	3.25	2,106.00
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,228	0.75	1,671.00	0.70	1,559.60
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	74	5.00	370.00	4.00	296.00
22	860201	SIGNAL AND LIGHTING	LS	1	131,795.00	131,795.00	128,470.00	128,470.00
23	220101	FINISHING ROADWAY	LS	1	1,050.00	1,050.00	4,000.00	4,000.00
Project Total Items 1-23						226,835.00		230,306.60

**Riverside County Transportation Department  
Summary of Bids**

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**PROJECT NO. B9-0987**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	C.T. & F., INC. Bell Gardens, CA 90201		High Light Electric Riverside, CA 92504	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	510501	MINOR CONCRETE [(CURB RAMP)(CALTRANS CASE CM)]	EA	2	2,971.53	5,943.06	2,800.00	5,600.00
2	066102	DUST ABATEMENT	LS	1	512.50	512.50	4,000.00	4,000.00
3	066148	RELOCATE SIGNS	EA	1	107.63	107.63	100.00	100.00
4	074020	WATER POLLUTION CONTROL	LS	1	512.50	512.50	3,500.00	3,500.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,158.79	3,158.79	12,000.00	12,000.00
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	1600	1.24	1,984.00	1.00	1,600.00
7	150740	REMOVE SIGN	EA	3	107.63	322.89	40.00	120.00
8	160101	CLEARING AND GRUBBING	LS	1	4,305.00	4,305.00	7,000.00	7,000.00
9	190101	ROADWAY EXCAVATION	CY	130	80.97	10,526.10	125.00	16,250.00
10	260201	CLASS 2 AGGREGATE BASE	CY	80	77.49	6,199.20	125.00	10,000.00
11	390130	HOT MIX ASPHALT	TON	70	180.81	12,656.70	135.00	9,450.00
12	510501	MINOR CONCRETE [STAMPED CONCRETE]	SQFT	1220	7.22	8,808.40	3.75	4,575.00
13	566011	ROADSIDE SIGN - ONE POST	EA	5	295.97	1,479.85	230.00	1,150.00
14	650014	18" REINFORCED CONCRETE PIPE	LF	8	403.59	3,228.72	500.00	4,000.00
15	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	2	4,590.21	9,180.42	2,700.00	5,400.00
16	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	610	15.83	9,656.30	16.00	9,760.00
17	017312	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	SQFT	625	11.23	7,018.75	12.00	7,500.00
18	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	1180	9.31	10,985.80	8.00	9,440.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	648	3.18	2,060.64	3.00	1,944.00
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,228	0.54	1,203.12	1.00	2,228.00
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	74	1.66	122.84	5.00	370.00
22	860201	SIGNAL AND LIGHTING	LS	1	136,477.30	136,477.30	115,000.00	115,000.00
23	220101	FINISHING ROADWAY	LS	1	2,690.63	2,690.63	10,000.00	10,000.00
Project Total Items 1-23						<b>239,141.14</b>		<b>240,987.00</b>



**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Traffic Signal & Lighting at the Intersection of Clay Street  
and De Anza Plaza Drive, Pedley Area**

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Bids Open: 2 pm Date: Wednesday, May 12, 2010

**PROJECT NO. B9-0987**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Steiny and Company, Inc. Baldwin Park, CA 91706		Hillcrest Contracting Corona, CA 92878-1898	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	510501	MINOR CONCRETE [(CURB RAMP)(CALTRANS CASE CM)]	EA	2	3,140.00	6,280.00	650.00	1,300.00
2	066102	DUST ABATEMENT	LS	1	9,300.00	9,300.00	1,400.00	1,400.00
3	066148	RELOCATE SIGNS	EA	1	110.00	110.00	110.00	110.00
4	074020	WATER POLLUTION CONTROL	LS	1	3,300.00	3,300.00	1,600.00	1,600.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	6,700.00	6,700.00	3,750.00	3,750.00
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	1600	1.27	2,032.00	1.39	2,224.00
7	150740	REMOVE SIGN	EA	3	110.00	330.00	35.00	105.00
8	160101	CLEARING AND GRUBBING	LS	1	8,270.00	8,270.00	7,500.00	7,500.00
9	190101	ROADWAY EXCAVATION	CY	130	77.00	10,010.00	68.00	8,840.00
10	260201	CLASS 2 AGGREGATE BASE	CY	80	138.00	11,040.00	132.00	10,560.00
11	390130	HOT MIX ASPHALT	TON	70	138.00	9,660.00	170.00	11,900.00
12	510501	MINOR CONCRETE [STAMPED CONCRETE]	SQFT	1220	9.00	10,980.00	6.40	7,808.00
13	566011	ROADSIDE SIGN - ONE POST	EA	5	303.00	1,515.00	266.00	1,330.00
14	650014	18" REINFORCED CONCRETE PIPE	LF	8	1,048.00	8,384.00	450.00	3,600.00
15	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	2	938.00	1,876.00	2,900.00	5,800.00
16	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	610	20.00	12,200.00	17.50	10,675.00
17	017312	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	SQFT	625	8.25	5,156.25	8.40	5,250.00
18	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	1180	7.20	8,496.00	8.90	10,502.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	648	3.25	2,106.00	3.60	2,332.80
20	840666	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,228	0.55	1,225.40	0.78	1,737.84
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	74	1.70	125.80	4.45	329.30
22	860201	SIGNAL AND LIGHTING	LS	1	120,300.00	120,300.00	142,000.00	142,000.00
23	220101	FINISHING ROADWAY	LS	1	4,375.00	4,375.00	4,000.00	4,000.00
Project Total Items 1-23						<b>243,771.45</b>		<b>244,653.94</b>

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Traffic Signal & Lighting at the Intersection of Clay Street  
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Advertised: April 20, 2010 (Agenda Item: 3.70)  
Bids Open: 2 pm Date: Wednesday, May 12, 2010

PROJECT NO. B9-0987

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	Lincoln Pacific Baldwin Park, CA 91706		Christopher R. Morales, Inc. San Dimas, CA 91773		
				QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	510501	MINOR CONCRETE [(CURB RAMP)(CAL TRANS CASE CM)]	EA	2	2,700.00	5,400.00	2,650.00	5,700.00
2	066102	DUST ABATEMENT	LS	1	2,000.00	2,000.00	650.00	650.00
3	066148	RELOCATE SIGNS	EA	1	100.00	100.00	150.00	150.00
4	074020	WATER POLLUTION CONTROL	LS	1	2,500.00	2,500.00	1,000.00	1,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00	4,000.00	4,000.00
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	1600	1.00	1,600.00	1.60	2,560.00
7	150740	REMOVE SIGN	EA	3	50.00	150.00	50.00	150.00
8	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	7,500.00	7,500.00
9	190101	ROADWAY EXCAVATION	CY	130	37.00	4,810.00	70.00	9,100.00
10	260201	CLASS 2 AGGREGATE BASE	CY	80	67.00	5,360.00	125.00	10,000.00
11	390130	HOT MIX ASPHALT	TON	70	127.00	8,890.00	125.00	8,750.00
12	510501	MINOR CONCRETE (STAMPED CONCRETE)	SQFT	1220	10.00	12,200.00	8.00	9,760.00
13	566011	ROADSIDE SIGN - ONE POST	EA	5	210.00	1,050.00	300.00	1,500.00
14	650014	18" REINFORCED CONCRETE PIPE	LF	8	505.00	4,040.00	950.00	7,600.00
15	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	2	4,600.00	9,200.00	850.00	1,700.00
16	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	610	20.00	12,200.00	18.50	11,285.00
17	017312	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	SQFT	625	8.00	5,000.00	7.50	4,687.50
18	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	1180	11.00	12,980.00	6.50	7,670.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	648	2.50	1,620.00	3.00	1,944.00
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,228	0.75	1,671.00	0.50	1,114.00
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	74	5.00	370.00	6.00	444.00
22	860201	SIGNAL AND LIGHTING	LS	1	140,000.00	140,000.00	161,635.50	161,635.50
23	220101	FINISHING ROADWAY	LS	1	3,000.00	3,000.00	1,000.00	1,000.00
Project Total						249,141.00		259,900.00
Items 1-23								

**Riverside County Transportation Department  
Summary of Bids**

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and De Anza Plaza Drive, Pedley Area**

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Bids Open: 2 pm Date: Wednesday, May 12, 2010

PROJECT NO. B9-0987

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	Roadway Engineering Riverside, CA 92509		Dynalectric Los Alamitos, CA 90720-2539	
				BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	510501	MINOR CONCRETE [(CURB RAMP)(CALTRANS CASE CM)]	EA	950.00	1,900.00	3,845.00	7,690.00
2	066102	DUST ABATEMENT	LS	875.00	875.00	1,039.00	1,039.00
3	066148	RELOCATE SIGNS	EA	110.00	110.00	156.00	156.00
4	074020	WATER POLLUTION CONTROL	LS	1,825.00	1,825.00	2,791.00	2,791.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	8,600.00	8,600.00	12,208.00	12,208.00
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	1.27	2,032.00	1.00	1,600.00
7	150740	REMOVE SIGN	EA	110.00	330.00	104.00	312.00
8	160101	CLEARING AND GRUBBING	LS	5,100.00	5,100.00	1,039.00	1,039.00
9	190101	ROADWAY EXCAVATION	CY	220.00	28,600.00	166.00	21,580.00
10	260201	CLASS 2 AGGREGATE BASE	CY	125.00	10,000.00	88.00	7,040.00
11	390130	HOT MIX ASPHALT	TON	160.00	11,200.00	182.00	12,740.00
12	510501	MINOR CONCRETE (STAMPED CONCRETE)	SQFT	3.75	4,575.00	12.00	14,640.00
13	566011	ROADSIDE SIGN - ONE POST	EA	300.00	1,500.00	286.00	1,430.00
14	650014	18" REINFORCED CONCRETE PIPE	LF	900.00	7,200.00	831.00	6,648.00
15	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	7,100.00	14,200.00	3,637.00	7,274.00
16	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	14.50	8,845.00	28.00	17,080.00
17	017312	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	SQFT	6.50	4,062.50	7.00	4,375.00
18	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	6.50	7,670.00	9.00	10,620.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	3.25	2,106.00	3.00	1,944.00
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	0.55	1,225.40	1.00	2,228.00
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1.70	125.80	2.00	148.00
22	860201	SIGNAL AND LIGHTING	LS	128,850.00	128,850.00	124,404.00	124,404.00
23	220101	FINISHING ROADWAY	LS	9,000.00	9,000.00	1,039.00	1,039.00
Project Total					259,931.70		260,025.00
Items 1-23							

## AGREEMENT

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

### WITNESSETH

#### RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Construction of Traffic Signal and Lighting project at the Intersection of Clay Street and DeAnza Plaza Drive, Project No. B9-0583**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

#### AGREEMENT:

#### IT IS AGREED BY THE PARTIES AS FOLLOWS:

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

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

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

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

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

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

**CONSTRUCTION OF TRAFFIC SIGNAL AND LIGHTING PROJECT  
AT THE INTERSECTION OF  
CLAY STREET AND DE ANZA PLAZA DRIVE**

**PROJECT NO. B9-0987**

**AGREEMENT**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	510501	MINOR CONCRETE [(CURB RAMP)(CALTRANS CASE CM)]	EA	2	4,000.00	8,000.00
2	066102	DUST ABATEMENT	LS	1	1,760.00	1,760.00
3	066148	RELOCATE SIGNS	EA	1	105.00	105.00
4	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,700.00	2,700.00
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	1,600	1.32	2,112.00
7	150740	REMOVE SIGN	EA	3	31.50	94.50
8	160101	CLEARING AND GRUBBING	LS	1	2,000.00	2,000.00
9	190101	ROADWAY EXCAVATION	CY	130	55.00	7,150.00
10	260201	CLASS 2 AGGREGATE BASE	CY	80	25.30	2,024.00
11	390130	HOT MIX ASPHALT	TON	70	154.00	10,780.00
12	510501	MINOR CONCRETE [STAMPED CONCRETE]	SQFT	1,220	7.20	8,784.00
13	566011	ROADSIDE SIGN - ONE POST	EA	5	252.00	1,260.00
14	650014	18" REINFORCED CONCRETE PIPE	LF	8	875.00	7,000.00
15	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	2	2,350.00	4,700.00
16	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	610	12.35	7,533.50
17	017312	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	SQFT	625	8.70	5,437.50
18	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	1,180	6.20	7,316.00

**AGREEMENT  
(CONTINUED)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	648	3.42	2,216.16
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,228	0.74	1,648.72
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	74	4.25	314.50
22	860201	SIGNAL AND LIGHTING	LS	1	113,764.12	113,764.12
23	220101	FINISHING ROADWAY	LS	1	2,200.00	2,200.00

PROJECT TOTAL: One hundred ninety nine thousand, nine hundred dollars and zero cents \$ 199,900.00

ITEMS 1-23 "WORDS"

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

COUNTY OF RIVERSIDE

PTM GENERAL ENGINEERING SERVICES, INC.

BY \_\_\_\_\_  
Chairman, Board of Supervisors

BY *RB* *Bruce Mardou*

Dated \_\_\_\_\_

TITLE: *Vice President Secretary*  
(If Corporation, Affix Seal)

ATTEST:  
Kecia Harper-Ihem, Clerk of the Board

ATTEST: *R* *Elizabeth H. Mardou* *cc*  
*McRae*

BY \_\_\_\_\_  
Deputy

TITLE: *President / CFO*

FORM APPROVED COUNTY COUNSEL  
BY: *NEAL R. KIPNIS* *2/8/10*  
DATE

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

License No. *891265*

Federal Employer Identification Number:

*20-5693645*

BY \_\_\_\_\_  
"County"  
(Seal)

\_\_\_\_\_  
"Corporation"  
(Seal)



# CERTIFICATE OF CORPORATE RESOLUTION

---

I, Brian Mendoza, Secretary of PTM General Engineering Services, Inc. (Corporation) do hereby certify that at a duly constituted meeting of the Stockholders and Directors of the Corporation held at the office of the Corporation on December 30, 2007 (year), it was upon motion duly made and seconded, that it be VOTED: Elizabeth H. Mendoza de McRae, President/CFO ..... OR.... Brian Mendoza, Vice President/Secretary Authorized to sign & execute contracts and submit bids with either one of the corporate officer's signatures.


It was upon further motion made and seconded that it be further VOTED: That Elizabeth H. Mendoza de McRae, President/CFO .....OR....Brian Mendoza, Vice President/Secretary in the capacity as \_\_\_\_\_ of the Corporation is empowered, authorized and directed to execute, deliver and accept any and all documents and undertake all acts reasonably required or incidental to accomplish the foregoing vote, all on such terms and conditions as he in his discretion deems to be in the best interests of the Corporation.

I further certify that the foregoing votes are in full force this date without rescission, modification or amendment.

Signed this 15th day of June, 2010 (year).

A TRUE RECORD

ATTEST

  
\_\_\_\_\_  
Secretary/Clerk      Brian Mendoza  
Vice President/Secretary

(Corporate Seal)

**PERFORMANCE BOND**

**Recitals:**

1. **PTM GENERAL ENGINEERING SERVICES, INC.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Construction of Traffic Signal And Lighting Project At The Intersection Of Clay Street and De Anza Plaza Drive, Project No. B9-0987.**
  
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 \$ **199,900.00 (One hundred ninety nine thousand, nine hundred dollars and zero 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).**

PERFORMANCE BOND

Recitals:

1. PTM GENERAL ENGINEERING SERVICES, INC. (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as Construction of Traffic Signal And Lighting Project At The Intersection Of Clay Street and De Anza Plaza Drive, Project No. B9-0987.
2. BERKLEY REGIONAL INSURANCE COMPANY a DELAWARE 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 \$ 199,900.00 (One hundred ninety nine thousand, nine hundred dollars and zero 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 JUNE 9TH, 2010

PTM GENERAL ENGINEERING SERVICES, INC.

By *Brian Mandoza*  
*Vice President / Secretary*  
 By *Elizabeth McKee*  
*President / CFO*

Title \_\_\_\_\_  
"Contractor"

(Corporate Seal)

BERKLEY REGIONAL INSURANCE COMPANY

By *Frank Morones*

Type Name FRANK MORONES  
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).

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: Philip Vega, Frank Morones or Jadon H. Smith of C & D Bonding & Insurance Services, Inc. of Covina, CA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 Dollars (\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7 day of March, 2010.

Attest:

Berkley Regional Insurance Company

(Seal)

By [Signature]
Ira S. Lederman
Senior Vice President & Secretary

By [Signature]
Robert P. Cole
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )
) ss:
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 1 day of March, 2010, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN HILLEN
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-30-2012

[Signature]
Notary Public, State of Connecticut
my commission expires 6-30-2012

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 9 day of June, 2010.

(Seal)

[Signature]
Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certificate seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

**ACKNOWLEDGMENT**

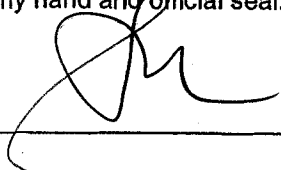
State of California  
County of Riverside )

On June 10, 2010 before me, Elizabeth H.M. McRae, Notary Public  
(insert name and title of the officer)

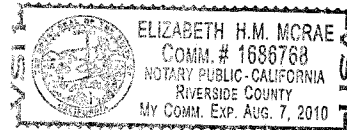
personally appeared Brian Mendoza  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~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

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

WITNESS my hand and official seal.

Signature 

(Seal)



# ACKNOWLEDGMENT

State of California  
County of Riverside )

On June 10, 2010 before me, Brian Mendoza, Notary Public  
(insert name and title of the officer)

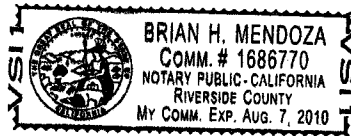
personally appeared Elizabeth H. Mendoza de McRae,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by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

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

WITNESS my hand and official seal.

Signature 

(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

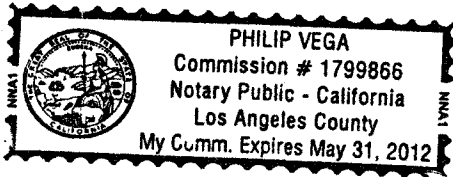
State of California

County of LOS ANGELES

On 06/09/2010 before me, Philip Vega, Notary public  
Date Here Insert Name and Title of the Officer

personally appeared Frank Morones  
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 \_\_\_\_\_  
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: \_\_\_\_\_

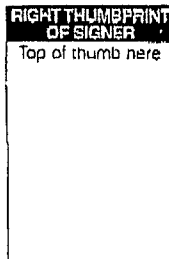
Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

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



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

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

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



## Company Profile

### BERKLEY REGIONAL INSURANCE COMPANY

11201 DOUGLAS AVENUE  
DES MOINES, IA 50322  
800-842-8972

#### Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

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#### Reference Information

NAIC #:	29580
NAIC Group #:	0098
California Company ID #:	4515-3
Date authorized in California:	March 31, 1998
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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#### Lines of Insurance Authorized to Transact

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

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

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#### Company Complaint Information

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

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#### Want More?

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

[Financial Rating Organizations](#)

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Last Revised - June 26, 2009 05:53 PM  
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**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are PTM GENERAL ENGINEERING SERVICES, INC., as Principal and Original Contractor and BERKLEY REGIONAL 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 to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$199,900.00 (One hundred ninety nine thousand, nine hundred dollars and zero 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 Construction of Traffic Signal And Lighting Project At The Intersection Of Clay Street and De Anza Plaza Drive, Project No. B9-0987.

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: JUNE 9TH, 2010

PTM GENERAL ENGINEERING SERVICES, INC.  
Original Contractor - Principal

BERKLEY REGIONAL INSURANCE COMPANY

Surety

By [Signature]  
Its Attorney In Fact FRANK MORONES

(Corporate Seal)

By [Signature] Brigitte Mancoske  
Vice President Secretary

Title \_\_\_\_\_

(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. All signatures must be acknowledged. (Attach acknowledgements).**

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: Philip Vega, Frank Morones or Jadon H. Smith of C & D Bonding & Insurance Services, Inc. of Covina, CA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 Dollars (\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7 day of March, 2010.

Attest:

Berkley Regional Insurance Company

(Seal)

By [Signature]
Ira S. Lederman
Senior Vice President & Secretary

By [Signature]
Robert P. Cole
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 1 day of March, 2010, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEN
NOTARY PUBLIC
MY COMMISSION EXPIRES 06/30/2012

[Signature]
Notary Public, State of Connecticut
my commission expires 6-30-2012

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 9 day of June, 2010.

(Seal)

[Signature]
Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (or reverse) must be in blue ink.

**ACKNOWLEDGMENT**

State of California  
County of Riverside )

On June 10, 2010 before me, Elizabeth H.M. McRae, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of LOS ANGELES

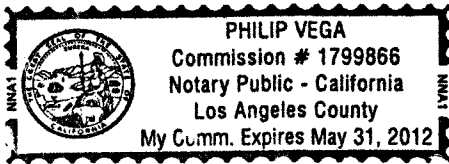
On 06/09/2010 before me, Philip Vega, Notary-public  
Date Here Insert Name and Title of the Officer

personally appeared Frank Morones  
Name(s) of Signor(s)

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

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

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: \_\_\_\_\_

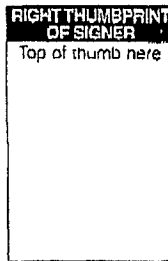
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

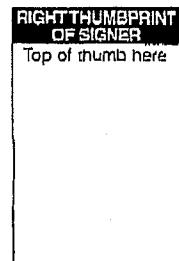
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/22/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).


<b>PRODUCER</b> PATRICK MCRAE INSURANCE SERVICES 1290 N. HANCOCK ST., SUITE 210 ANAHEIM HILLS, CA 92807		LICENSE NO. 0637431	<b>CONTACT NAME:</b> PATRICK MCRAE <b>PHONE (A/C. No. Ext):</b> (714) 779-6999 <b>FAX (A/C. No):</b> (714) 779-6903 <b>E-MAIL ADDRESS:</b> P.MCRAE@SBCGLOBAL.NET <b>PRODUCER CUSTOMER ID #:</b> FWY/PTM 2010
<b>INSURED</b>  FREEWAY ELECTRIC; FREEWAY ELECTRIC INC. PTM GENERAL ENGINEERING SERVICES, INC. PO BOX 7745 RIVERSIDE CA 92503	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> SCOTTSDALE INSURANCE COMPANY		41297
	<b>INSURER B:</b> REDWOOD FIRE & CASUALTY INSURANCE		11673
	<b>INSURER C:</b> SCOTTSDALE INSURANCE COMPANY		41297
	<b>INSURER D:</b> FIRST NATIONAL INSURANCE COMPANY		24724
	<b>INSURER E:</b> BARRET BUSINESS SERVICES (BBSI)		2246 (SIP)
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	BCS0022114 DEDUCTIBLE: \$5,000 / OCCURRENCE	05/11/2010	05/11/2011	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> XCU / OCP						PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> EBL: \$1,000,000						GENERAL AGGREGATE \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$	
B	AUTOMOBILE LIABILITY	X	X	CAA100637 COMPREHENSIVE DED: \$1,000 COLLISION DED: \$1,000	02/09/2010	02/09/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS						\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
<input checked="" type="checkbox"/> HIRED PHY. DAMAGE	\$							
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	-	-	XLS0067022	05/11/2010	05/11/2011	EACH OCCURRENCE \$ 10,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000	
	<input checked="" type="checkbox"/> DEDUCTIBLE						PROD > COMP / OPS \$ 10,000,000	
	RETENTION \$ 0						CRISIS RESPONSE \$ 250,000	
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	X	2246	11/19/2009	11/18/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROPERTY & INLAND MARINE			25CC23092810	07/13/2009	07/13/2010	\$1,650,000 TOTAL INSURED VALUES \$1,000 DEDUTIBLE PER OCCURRENCE	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
COUNTY OF RIVERSIDE, ALONG WITH IT'S OFFICERS, OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT. INSURANCE AFFORDED BY THE COMMERCIAL GENERAL LIABILITY POLICY FOR THE BENEFIT OF THE ADDITIONAL INSURED IS PRIMARY INSURANCE AS RESPECTS ANY CLAIM, LOSS OR LIABILITY CAUSED IN WHOLE OR IN PART BY THE NAMED INSURED(S) OPERATIONS, AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED EXCESS AND NON-CONTRIBUTORY.  
\*CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, 30 DAYS WRITTEN NOTICE WILL BE ISSUED.  
RE: PTM JOB# P10-08 OWNER PROJECT NO. B9-0987 TRAFFIC SIGNAL AT THE INTERSECTION OF CLAY STREET AND DE ANZA PLAZA

<b>CERTIFICATE HOLDER</b>  COUNTY OF RIVERSIDE 3525 14TH STREET RIVERSIDE, CA 92501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	---

NAMED INSURED: FREEWAY ELECTRIC, FREEWAY ELECTRIC, INC., PTM GENERAL ENGINEERING SERVICES, INC.  
INSURANCE CARRIER: SCOTTSDALE INSURANCE COMPANY

**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 Additional Insured Person(s) Or Organization(s):</p> <p><b>Any person or organization that the insured is required by written contract to name as an additional insured. It is agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured shall be primary insurance as respects any claim, loss or liability caused in whole or in part by the Named Insured(s) operations, and any other insurance maintained by the Additional Insured shall be excess and non-contributory with the insurance provided hereunder.</b></p>
<p>Location And Description Of Completed Operations:</p> <p><b>All Operations</b></p>

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".



POLICY NUMBER: BCS0022114

COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93

NAMED INSURED: FREEWAY ELECTRIC, FREEWAY ELECTRIC, INC., PTM GENERAL ENGINEERING SERVICES, INC.  
INSURANCE CARRIER: SCOTTSDALE INSURANCE COMPANY

**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:**

Any person or organization to whom or to which you are obligated by virtue of written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

(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 contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

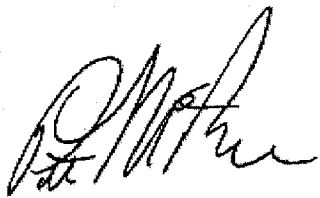
MOTOR CARRIER COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

### **SCHEDULE**

**Name or Person or Organization:**

Any person or organization to whom or to which you are obligated by virtue of written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

We agree to waive any and all subrogation claims or rights of recovery against any person(s) or organization(s) if there is an executed written agreement with that person(s) or organizations(s), which requires a Waiver of Subrogation Clause from the Named Insured, except for losses, which are due in whole or part to the negligence or errors and omissions of such persons(s) or organization(s).



This endorsement effective **02/09/2010**  
forms part of Policy Number **CAA100637**  
policy effective dates **02/09/2010** to **02/09/2011**  
issued to **FREWAY ELECTRIC / PTM GENERAL ENGINEERING SERVICES, INC.**  
by **REDWOOD FIRE & CASUALTY INSURANCE COMPANY**



**CERTIFICATE OF INSURANCE**

Issue Date:


<b>PRODUCER</b> Ron Graybeal Beecher Carlson Insurance Agency 220 NW 2nd Avenue, Suite 800 Portland, OR 97209-3951	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.
<b>INSURED</b> Barrett Business Services, Inc 8100 NE Parkway, Suite 200 Vancouver WA 98662	COMPANIES AFFORDING COVERAGE COMPANY LETTER A National Union Fire Insurance Company of Pittsburg PA COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E

**COVERAGES**  
 THIS IS TO CERTIFY THAT 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 CONDITION OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTORS PROT.	Policy Number	Effective Date	Expiration Date	GENERAL AGGREGATE PRODUCTS-COMP/OPS AGGREGATE PERSONAL & ADVERTISING IN JURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MEDICAL EXPENSE (Any one person)	\$XXX,XXX \$XXX,XXX \$XXX,XXX \$XXX,XXX \$XXX,XXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULE AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE COLLISION DEDUCTIBLE COMPREHENSIVE DEDUCTIBLE	\$XXX,XXX \$XXX,XXX \$XXX,XXX \$XXX,XXX \$XXX,XXX
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$XXX,XXX
	WORKERS COMPENSATION				\$15,000,000	LIMIT
A	AND EMPLOYERS' LIABILITY	4880390	1/1/2010	1/1/2011	\$1,000,000 \$1,000,000 \$1,000,000	(EACH ACCIDENT) (DISEASE-POLICY LIMIT) (DISEASE-EACH EMPLOYEE)

**OTHER**  
 Covered states - CA DE OR WA

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/ RESTRICTIONS/SPECIAL ITEMS**  
 Limits shown are above a \$5 000,000 self-insured retention

<b>CERTIFICATE HOLDER</b> This section intentionally left blank	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES. Authorized Representative R Graybeal, CPCU, ARM 
--	--

- d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

## 2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

### a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

### b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

### c. Pollution

- (1) "injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

## SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or suits brought, or number of vehicles involved;
- c. Persons or organizations making claims or bringing suits; or
- d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

- a. This insurance only applies in excess of the "retained limit".
- b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

- c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
- d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.



SCOTTSDALE INSURANCE COMPANY®

**SCHEDULE OF NAMED INSURED**

Policy No. XLS0067022

Effective Date: 05-11-10

12:01 A.M., Standard Time

Named Insured FREEWAY ELECTRIC;

Agent No. 04787

FREEWAY ELECTRIC;

FREEWAY ELECTRIC, INC.;

PTM GENERAL ENGINEERING SERVICES,  
INC.



SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL EXCESS LIABILITY  
SUPPLEMENTARY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy No.: XLS0067022

Effective Date: 05-11-10  
12:01 A.M. Standard Time

Named Insured: FREEWAY ELECTRIC;

Agent No.: 04787

<b>Type of Coverage:</b> EMPLOYEE BENEFITS LIABILITY		<b>Applicable Limits:</b> \$1,000,000 EACH CLAIM \$1,000,000 AGGREGATE	
<b>Insurer:</b> SCOTTSDALE INSURANCE COMPANY <b>Policy Number:</b> ON FILE WITH COMPANY			
<b>Policy Period:</b> <u>05/11/10</u> to <u>05/11/11</u>	<input type="checkbox"/> Occurrence	<input checked="" type="checkbox"/> Claims-made	
<b>Type of Coverage:</b>		<b>Applicable Limits:</b>	
<b>Insurer:</b> NOT APPLICABLE <b>Policy Number:</b>			
<b>Policy Period:</b> _____ to _____	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-made	
<b>Type of Coverage:</b>		<b>Applicable Limits:</b>	
<b>Insurer:</b> NOT APPLICABLE <b>Policy Number:</b>			
<b>Policy Period:</b> _____ to _____	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-made	
<b>Type of Coverage:</b>		<b>Applicable Limits:</b>	
<b>Insurer:</b> NOT APPLICABLE <b>Policy Number:</b>			
<b>Policy Period:</b> _____ to _____	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-made	

## Company Profile

**REDWOOD FIRE AND CASUALTY INSURANCE COMPANY**  
3333 FARNAM STREET, SUITE 300  
OMAHA, NE 68131  
800-488-2930

**Agent for Service of Process**  
MARGARET HARTMANN, 50 CALIFORNIA STREET 14TH FLOOR SAN FRANCISCO, CA 94111  
Unable to Locate the Agent for Service of Process?

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### Reference Information

NAIC #:	11673
NAIC Group #:	<u>0031</u>
California Company ID #:	2357-2
Date authorized in California:	March 25, 1980
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEBRASKA

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### Lines of Insurance Authorized to Transact

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

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

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### Company Complaint Information

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

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[Financial Rating Organizations](#)

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Note: The first digit in the Certificate Box represents Administered or Self Administered  
Self Administered and Administered is (1) Self Administered is (2) Administered is (3)

3 2207 07 011

Ms. Bette A. Baker  
Director of Risk Management  
99 CENT ONLY STORES  
1000 Union Pacific Ave  
Commerce, CA 90023  
Phone: (323) 881-9971

3 1920 01 048

Mr. Allen King  
Manager, Workers' Compensation  
ABF FREIGHT SYSTEM, INC.  
P.O. Box 10048  
Fort Smith, AR 72917-48  
Phone: (479) 785-6218 Fax: (479) 785-6396

*State approved  
Self-Insured Workers'  
Compensation Plan  
(see next page)*

3 1013 38 005

Mr. Rich Kindorf  
Sr Vice President  
ABM INDUSTRIES INCORPORATED  
420 Taylor Street, #200  
San Francisco, CA 94102-1702

3 1915 01 291

Ms. Susan Cisneros  
Global EHS Section Manager  
ADVANCED MICRO DEVICES  
7171 Southwest Parkway M/S 500.1A.260  
Austin, TX 78735  
Phone: (512) 602-5207 Fax: (512) 602-5303

2 2061 01 99

Ms. Kathleen L. Wilson  
Director of Benefits Administration  
ADVENTIST HEALTH SYSTEM-WEST  
2100 Douglas Blvd.  
Roseville, CA 95661-9002  
Phone: (916) 781-4613 Fax: (916) 781-2441

## Company Profile

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH,  
PA**  
175 WATER STREET, 18TH FLOOR  
NEW YORK, NY 1003-8  
800-551-0824

**Agent for Service of Process**  
KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100 SACRAMENTO, CA 95833  
Unable to Locate the Agent for Service of Process?

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### Reference Information

NAIC #:	19445
NAIC Group #:	<u>0012</u>
California Company ID #:	0131-3
Date authorized in California:	November 28, 1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

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AUTOMOBILE  
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