

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



144A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 29, 2010

SUBJECT: Sumner Avenue and Hamner Avenue Bike Lane improvements, Eastvale area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the lowest responsive bid of Sierra Pacific Electrical Contracting of Riverside, CA in the amount of \$148,494.
2. Award the contract to Sierra Pacific Electrical Contracting and authorize the Chairman of the Board to execute the contract documents.

BACKGROUND: By Minute Order dated October 5, 2010 (agenda item 3.30) the Board authorized the Clerk of the Board to advertise for the Sumner Avenue and Hamner Avenue Bike

Juan C. Perez
Director of Transportation

JCP:jrr:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 148,494	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: West County DIF Signal Mitigation Fund (87.46%), Measure A/Western (12.54%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:

Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *SP Victor* 12/20/10
DATE
MARSHAL L. VICTOR

Departmental Concurrence

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

Prev. Agn. Ref. 10/5/2010 Item 3.30 | District: 2 | Agenda Number:

3.72

The Honorable Board of Supervisors

RE: Sumner Avenue and Hamner Avenue Bike Lane improvements, Eastvale area.

December 29, 2010

Page 2 of 2

Lane improvements, in the City of Eastvale. Additionally, the plans and specifications were approved by the Board within this agenda item.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, October 27, 2010. Six bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bidder.

The lowest bid was submitted by Sierra Pacific Electrical Contracting of Riverside, CA in the amount of \$148,494; which is \$91,111 (38%) below the Engineer's Estimate.

The project improvements will provide bike lane signing and striping along Hamner and Sumner Avenues, and video detection (for both bikes and vehicles) at several signalized intersections along both routes, which will also improve the efficiency of the signal operations.

The bike lane project on Hamner Avenue will connect Schleisman Road and Limonite Avenue and on Sumner Avenue it will connect Citrus Street to northerly of Limonite Avenue.

County staff has made the City of Eastvale aware of this project and are coordinating construction activities with them.

This project will be funded by the Development Impact Fee (DIF) program, which is governed under Ordinance 659.6, allows for the use of DIF funds for the traffic signal facilities portion of the work. The project will be completed within the existing budget shown on Attachment "A".

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: C0-0517

Attachment "A"

Riverside County Transportation Department

Project: **Hamner Avenue & Sumner Avenue Bike Lane Project**

Project No.(s): **C0-0517**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental	800	200	1,000	1,000
Design	22,520	1,480	24,000	7,000
Right-of-way				
Utilities				
Construction		148,494	148,494	265,000
Construction Contingency 10%		14,849	14,849	
Construction Engineering & Inspection 13%		18,562	18,562	30,000
Construction Survey				
Totals:	23,320	183,585	206,905	303,000

Project Funding

Code	Name	Existing Budget
369	West County DIF Signal Mitigation Fund (Signal, Inspection)	265,000
300	Measure A Western (Striping, Environmental, Design)	38,000
Totals		303,000

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 (RFPs Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Sierra Pacific Electrical Contracting
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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:

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

Bidding Process:

Bid Range: \$ 148,493.85 to \$ 223,352.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 148,493.85 to \$ 223,352.00

Contract/Lease Renewals Only

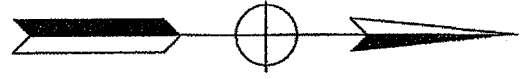
Existing Agreement Items

Proposed Agreement Items

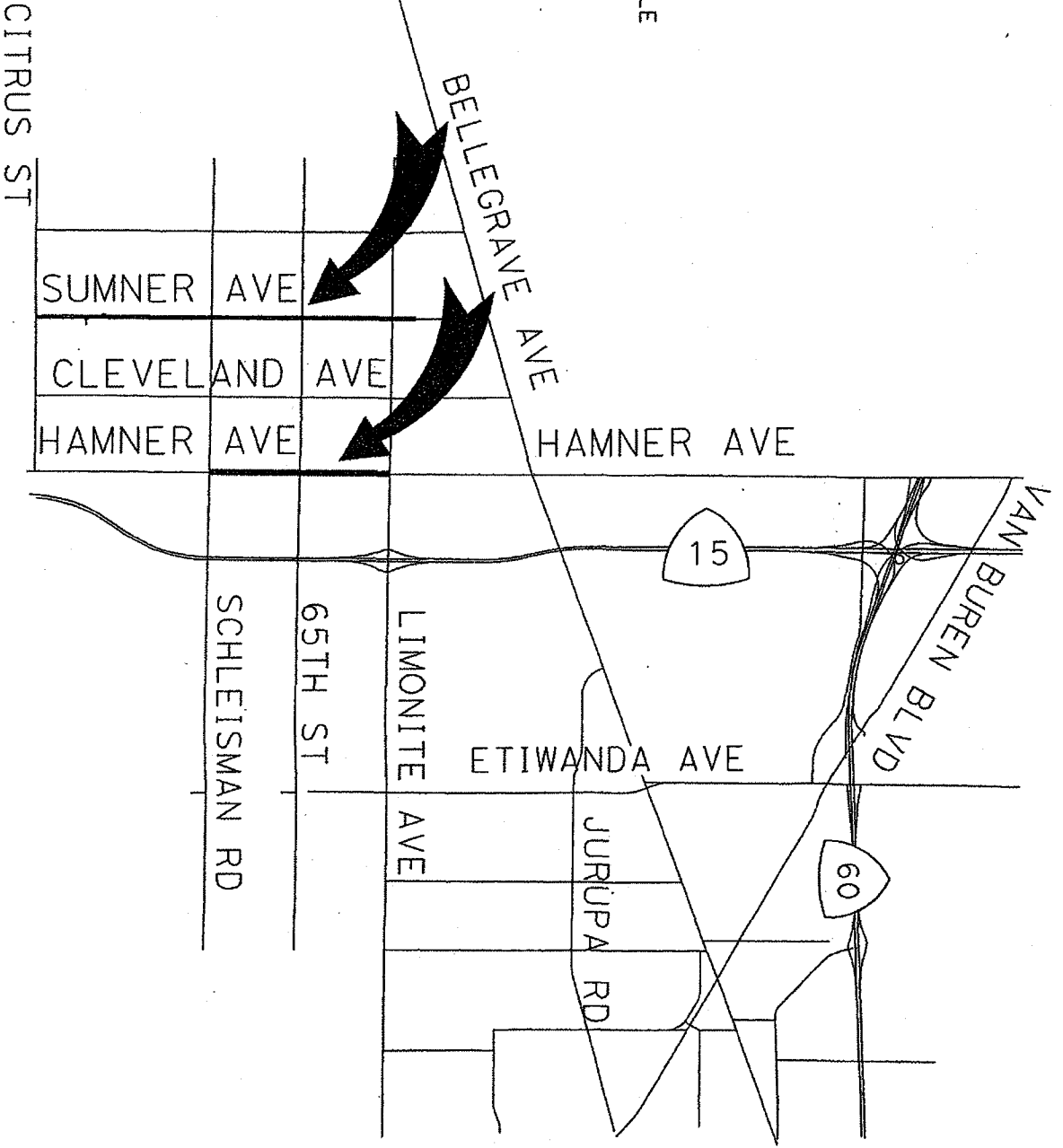
1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

(Continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT



NOT TO SCALE



CITRUS ST

SUMNER AVE

CLEVELAND AVE

HAMNER AVE

BELLEGRANE AVE

HAMNER AVE

15

60

VAN BUREN BLVD

ETIWANDA AVE

LIMONITE AVE

JURUPA RD

65TH ST

SCHLEISMAN RD

PROJECT LENGTH = 14000 FT
TOWNSHIP 2S RANGE 7W SECTION 25-26, 35-36
2008 THOMAS GUIDE PG 683, C-7

TOWNSHIP 2S RANGE 7W SECTION 25
AND
2008 THOMAS GUIDE PG 683, E-7

VICINITY MAP

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Sumner Avenue and Hammer Avenue Bike Lane Project.

Advertised: October 5, 2010 (Agenda Item:3.30)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 27, 2010

PROJECT NO. C0-0517

				COUNTY'S ESTIMATE				Sierra Pacific Electrical Riverside, CA 92509				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	UNIT PRICE	BID UNIT PRICE	BID ESTIMATE	
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	8,000.00	8,000.00	6,154.00	6,154.00	8,000.00	6,154.00	6,154.00	
2	566011	ROADSIDE SIGN - ONE POST	EA	11	250.00	2,750.00	240.75	2,648.25	250.00	240.75	2,648.25	
3	151281	SALVAGE ROADSIDE SIGN	EA	55	100.00	5,500.00	16.05	882.75	100.00	16.05	882.75	
4	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	77	150.00	11,550.00	69.55	5,355.35	150.00	69.55	5,355.35	
5	000003	INSTALL SIGN ON EXISTING WOOD POST	EA	3	150.00	450.00	80.25	240.75	150.00	80.25	240.75	
6	840515	THERMOPLASTIC PAVEMENT MARKING	SOFT	525	5.00	2,625.00	5.05	2,651.25	5.00	5.05	2,651.25	
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	25,000	0.50	12,500.00	0.27	6,750.00	0.50	0.27	6,750.00	
8	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SOFT	650	5.00	3,250.00	2.90	1,885.00	5.00	2.90	1,885.00	
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	30	6.00	180.00	3.75	112.50	6.00	3.75	112.50	
10	000003	SUMNER AVE & ORANGE ST VIDEO DETECTION CAMERA SYSTEM	LS	1	800.00	800.00	1,574.00	1,574.00	800.00	1,574.00	1,574.00	
11	000003	SUMNER AVE & SCHLEISMAN RD VIDEO DETECTION CAMERA SYSTEM	LS	1	32,000.00	32,000.00	20,040.00	20,040.00	32,000.00	20,040.00	20,040.00	
12	000003	SUMNER AVE & LIMONITE AVE VIDEO DETECTION CAMERA SYSTEM	LS	1	32,000.00	32,000.00	20,040.00	20,040.00	32,000.00	20,040.00	20,040.00	
13	000003	HAMNER AVE & SCHLEISMAN RD VIDEO DETECTION CAMERA SYSTEM	LS	1	32,000.00	32,000.00	20,040.00	20,040.00	32,000.00	20,040.00	20,040.00	
14	000003	HAMNER AVE & 68TH ST VIDEO DETECTION CAMERA SYSTEM	LS	1	32,000.00	32,000.00	20,040.00	20,040.00	32,000.00	20,040.00	20,040.00	
15	000003	HAMNER AVE & 65TH ST VIDEO DETECTION CAMERA SYSTEM	LS	1	32,000.00	32,000.00	20,040.00	20,040.00	32,000.00	20,040.00	20,040.00	
16	000003	HAMNER AVE & OAKDALE ST VIDEO DETECTION CAMERA SYSTEM	LS	1	32,000.00	32,000.00	20,040.00	20,040.00	32,000.00	20,040.00	20,040.00	
TOTAL							239,605.00				148,493.85	
ITEMS 1-16												
				Macadee Electrical Construction, Inc. Chino, Ca 91710				C.T.&F., Inc. Bell Gardens, CA 90201				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE		
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,000.00	2,000.00	4,215.00	4,215.00	2,000.00	4,215.00		
2	566011	ROADSIDE SIGN - ONE POST	EA	11	196.00	2,156.00	242.16	2,663.76	196.00	2,156.00		
3	151281	SALVAGE ROADSIDE SIGN	EA	55	44.00	2,420.00	16.14	887.70	44.00	2,420.00		
4	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	77	67.00	5,159.00	69.96	5,386.92	67.00	5,159.00		
5	000003	INSTALL SIGN ON EXISTING WOOD POST	EA	3	67.00	201.00	53.81	161.43	67.00	201.00		
6	840515	THERMOPLASTIC PAVEMENT MARKING	SOFT	525	7.00	3,675.00	5.08	2,667.00	7.00	3,675.00		
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	25,000	0.22	5,500.00	0.25	6,250.00	0.22	5,500.00		
8	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SOFT	650	1.40	910.00	2.92	1,898.00	1.40	910.00		
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	30	3.60	108.00	3.77	113.10	3.60	108.00		
10	000003	SUMNER AVE & ORANGE ST VIDEO DETECTION CAMERA SYSTEM	LS	1	656.00	656.00	3,114.00	3,114.00	656.00	656.00		
11	000003	SUMNER AVE & SCHLEISMAN RD VIDEO DETECTION CAMERA SYSTEM	LS	1	21,356.00	21,356.00	23,793.00	23,793.00	21,356.00	21,356.00		
12	000003	SUMNER AVE & LIMONITE AVE VIDEO DETECTION CAMERA SYSTEM	LS	1	21,356.00	21,356.00	24,888.00	24,888.00	21,356.00	21,356.00		
13	000003	HAMNER AVE & SCHLEISMAN RD VIDEO DETECTION CAMERA SYSTEM	LS	1	21,356.00	21,356.00	24,139.00	24,139.00	21,356.00	21,356.00		
14	000003	HAMNER AVE & 68TH ST VIDEO DETECTION CAMERA SYSTEM	LS	1	21,356.00	21,356.00	24,507.00	24,507.00	21,356.00	21,356.00		
15	000003	HAMNER AVE & 65TH ST VIDEO DETECTION CAMERA SYSTEM	LS	1	21,356.00	21,356.00	24,219.00	24,219.00	21,356.00	21,356.00		
16	000003	HAMNER AVE & OAKDALE ST VIDEO DETECTION CAMERA SYSTEM	LS	1	21,356.00	21,356.00	23,705.00	23,705.00	21,356.00	21,356.00		
TOTAL							150,921.00				172,607.91	
ITEMS 1-16												

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Sumner Avenue and Hamner Avenue Bike Lane Project.

Advertised: October 5, 2010 (Agenda Item:3.30)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 27, 2010

PROJECT NO. C0-0517

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Steiny & Company, Inc. Baldwin Park, Ca. 91706		PTM Engineering Riverside, CA. 92504	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,450.00	2,450.00	5,805.25	5,805.25
2	566011	ROADSIDE SIGN - ONE POST	EA	11	265.00	2,915.00	260.00	2,860.00
3	151281	SALVAGE ROADSIDE SIGN	EA	55	17.00	935.00	17.00	935.00
4	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	77	77.00	5,929.00	75.00	5,775.00
5	000003	INSTALL SIGN ON EXISTING WOOD POST	EA	3	58.00	174.00	58.00	174.00
6	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	525	5.60	2,940.00	5.43	2,850.75
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	25,000	0.27	6,750.00	0.27	6,750.00
8	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	650	3.19	2,073.50	3.12	2,028.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	30	4.15	124.50	4.00	120.00
10	000003	SUMNER AVE & ORANGE ST VIDEO DETECTION CAMERA SYSTEM	LS	1	2,962.00	2,962.00	2,800.00	2,800.00
11	000003	SUMNER AVE & SCHLEISMAN RD VIDEO DETECTION CAMERA SYSTEM	LS	1	27,720.00	27,720.00	28,000.00	28,000.00
12	000003	SUMNER AVE & LIMONITE AVE VIDEO DETECTION CAMERA SYSTEM	LS	1	27,720.00	27,720.00	28,000.00	28,000.00
13	000003	HAMNER AVE & SCHLEISMAN RD VIDEO DETECTION CAMERA SYSTEM	LS	1	27,720.00	27,720.00	28,000.00	28,000.00
14	000003	HAMNER AVE & 68TH ST VIDEO DETECTION CAMERA SYSTEM	LS	1	27,720.00	27,720.00	28,000.00	28,000.00
15	000003	HAMNER AVE & 65TH ST VIDEO DETECTION CAMERA SYSTEM	LS	1	27,900.00	27,900.00	28,000.00	28,000.00
16	000003	HAMNER AVE & OAKDALE ST VIDEO DETECTION CAMERA SYSTEM	LS	1	27,900.00	27,900.00	28,000.00	28,000.00
TOTAL						193,933.00		198,098.00

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	JFL Electric, Inc. Los Angeles, CA. 90001-3915			
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,450.00	15,450.00		
2	566011	ROADSIDE SIGN - ONE POST	EA	11	232.00	2,552.00		
3	151281	SALVAGE ROADSIDE SIGN	EA	55	16.00	880.00		
4	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	77	67.00	5,159.00		
5	000003	INSTALL SIGN ON EXISTING WOOD POST	EA	3	52.00	156.00		
6	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	525	5.00	2,625.00		
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	25,000	0.30	7,500.00		
8	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	650	3.00	1,950.00		
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	30	4.00	120.00		
10	000003	SUMNER AVE & ORANGE ST VIDEO DETECTION CAMERA SYSTEM	LS	1	1,560.00	1,560.00		
11	000003	SUMNER AVE & SCHLEISMAN RD VIDEO DETECTION CAMERA SYSTEM	LS	1	30,900.00	30,900.00		
12	000003	SUMNER AVE & LIMONITE AVE VIDEO DETECTION CAMERA SYSTEM	LS	1	30,900.00	30,900.00		
13	000003	HAMNER AVE & SCHLEISMAN RD VIDEO DETECTION CAMERA SYSTEM	LS	1	30,900.00	30,900.00		
14	000003	HAMNER AVE & 68TH ST VIDEO DETECTION CAMERA SYSTEM	LS	1	30,900.00	30,900.00		
15	000003	HAMNER AVE & 65TH ST VIDEO DETECTION CAMERA SYSTEM	LS	1	30,900.00	30,900.00		
16	000003	HAMNER AVE & OAKDALE ST VIDEO DETECTION CAMERA SYSTEM	LS	1	30,900.00	30,900.00		
TOTAL						223,352.00		

**Riverside County Transportation Department
Bid Evaluation**

PROJECT: Sumner Avenue and Hamner Avenue Bike Lane Project.

PROJECT No. C0-0517

Advertised: October 5, 2010 Agenda Item No. 3.30
 Bids Opened: 2:00 pm Date: October 27, 2010
 Estimated Award: January 11, 2011
 Project Manager: Dowling Tsai

County's Estimate: Total: \$ 239,605.00

BIDDING CONTRACTORS	BIDS	DIFFERENCE	
		AMOUNT	%
1 SIERRA PACIFIC ELECTRICAL RIVERSIDE, CA	Total: \$ 148,493.85	\$ (91,111.15)	-38.03%
2 MACADEE ELECTRICAL CHINO, CA	Total: \$ 150,921.00	\$ (88,684.00)	-37.01%
3 C.T. & F., INC. BELL GARDENS, CA	Total: \$ 172,607.91	\$ (66,997.09)	-27.96%
4 STEINY AND COMPANY, INC BALDWIN PARK, CA	Total: \$ 193,933.00	\$ (45,672.00)	-19.06%
5 PTM GENERAL ENGINEERING RIVERSIDE, CA	Total: \$ 198,098.00	\$ (41,507.00)	-17.32%
6 JFL ELECTRIC LOS ANGELES, CA	Total: \$ 223,352.00	\$ (16,253.00)	-6.78%
Average Bid	Total: \$ 181,234.29	\$ (58,370.71)	-24.36%

LOW BID / AVERAGE BID VS. ENGINEER ESTIMATE COMPARISONS

Low Bidder Comparison:	\$ (91,111.15)	-38.0%	BELOW
Average Bid Comparison:	\$ (58,370.71)	-24.36%	BELOW

LOW BID VS. ENGINEER ESTIMATE EVALUATION

It is desired that the lowest responsible bid be as close as possible to the engineer's estimate. The target range for the low responsive and responsible bid is between 10% below the engineer's estimate and 5% over the engineer's estimate. Bids outside this range should be evaluated.

5% Above:	\$ 251,585.25	
10% Below:	\$ 215,644.50	Low Bid: \$ 148,493.85

Within Standard Range: **NO**

EVALUATION COMMENTS

A total of 6 bids were submitted. The bids received range from \$148,493.85 to \$223,352.00.

Sierra Pacific Electrical Contracting of Riverside, CA is the apparent low bidder. Their bid is not within the target price range, and is \$91,111.00 or 38% well below the Engineer's Estimate.

Sierra Pacific Electrical Contracting, bid 14 out of the 16 contract bid items below the Engineer's estimate. Bid item 10, "SUMNER AVE & ORANGE ST VIDEO DETECTION CAMERA SYSTEM" is 98.6% above the engineer's Estimate which is only 1.1% of the whole project cost. On the other hand item 4, "INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)" is 53.6% below the Engineer's Estimate and it contribute 3.6% of total project cost.

Sierra Pacific Electrical Contracting has previously worked on several County projects and they are considered good contractor. They have good reputation in the County. Contractor did not bid any other item significantly higher or lower than the engineer's Estimate. They have submitted balance and responsive bid.

The following six items contribute to 81% of the total cost of the project.

Bid Item No.	Contract Item	Eng'r Estimate	Avg. Bid	Low Bidder
11	SUMNER AVE & SCHLEISMAN RD VIDEO DETECTION CAMERA SYSTEM	32,000.00	25,301.50	20,040.00
12	SUMNER AVE & LIMONITE AVE VIDEO DETECTION CAMERA SYSTEM	32,000.00	25,484.00	20,040.00
13	HAMNER AVE & SCHLEISMAN RD VIDEO DETECTION CAMERA SYSTEM	32,000.00	25,359.17	20,040.00
14	HAMNER AVE & 68TH ST VIDEO DETECTION CAMERA SYSTEM	32,000.00	25,420.50	20,040.00
15	HAMNER AVE & 65TH ST VIDEO DETECTION CAMERA SYSTEM	32,000.00	25,402.50	20,040.00
16	HAMNER AVE & OAKDALE ST VIDEO DETECTION CAMERA SYSTEM	32,000.00	25,318.83	20,040.00
TOTAL:				120,240.00

PROJECT TOTAL: 148,493.85

Sierra Pacific Electrical Contracting do not have any debarment against them. Their license is current and active. This contract will be awarded to Sierra Pacific Electrical Contracting in the total amount of \$148,493.85.

Additional Project Information

Sumner Avenue and Hamner Avenue
Bike lane Project, Eastvale Area

Project No. C0-0517

<u>Working Days</u>	<u>Liquidated Damages</u>
30	\$ 400.00 ** **

Project Manager: Dowling Tsai

Design Engineer: Bret Craig & Mike Krantz

*In addition to the liquidated damages set forth above, Contractor shall pay to the County of Riverside the sum of **\$400.00 per day**, for each and every calendar day's delay in completing the work within the number of calendar days prescribed above, for each street segment subjected to delay, and shall apply separately to each street segment within the scope of work.

In addition to the liquidated damages set forth above, the Contractor shall pay to the County of Riverside the sum of **\$400.00 per day for each and every calendar day's delay in receiving all of the below listed equipment, onto the job site or at the Contractor's storage facility, and available for installation, within **30** calendar days of the award of the contract by the County of Riverside Board of Supervisors:

1. Video Detection Cameras

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 **Sierra Pacific Electrical Contracting** hereafter called "Contractor".

WITNESSETH

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Sumner Avenue and Hamner Avenue Bike Lane Improvements, Project No. C0-0517**, 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.

SUMNER AVENUE AND HAMNER AVENUE BIKE LANE IMPROVEMENTS

PROJECT No. C0-0517

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	6,154.00	6,154.00
2	566011	ROADSIDE SIGN - ONE POST	EA	11	240.75	2,648.25
3	151281	SALVAGE ROADSIDE SIGN	EA	55	16.05	882.75
4	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	77	69.55	5,355.35
5	000003	INSTALL SIGN ON EXISTING WOOD POST	EA	3	80.25	240.75
6	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	525	5.05	2,651.25
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	25,000	0.27	6,750.00
8	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	650	2.90	1,885.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	30	3.75	112.50
10	000003	SUMNER AVE & ORANGE ST VIDEO DETECTION CAMERA SYSTEM	LS	1	1,574.00	1,574.00
11	000003	SUMNER AVE & SCHLEISMAN RD VIDEO DETECTION CAMERA SYSTEM	LS	1	20,040.00	20,040.00
12	000003	SUMNER AVE & LIMONITE AVE VIDEO DETECTION CAMERA SYSTEM	LS	1	20,040.00	20,040.00
13	000003	HAMNER AVE & SCHLEISMAN RD VIDEO DETECTION CAMERA SYSTEM	LS	1	20,040.00	20,040.00
14	000003	HAMNER AVE & 68TH ST VIDEO DETECTION CAMERA SYSTEM	LS	1	20,040.00	20,040.00
15	000003	HAMNER AVE & 65TH ST VIDEO DETECTION CAMERA SYSTEM	LS	1	20,040.00	20,040.00
16	000003	HAMNER AVE & OAKDALE ST VIDEO DETECTION CAMERA SYSTEM	LS	1	20,040.00	20,040.00

PROJECT TOTAL:

One hundred forty eight thousand, four hundred ninety three dollars and eighty five cents

\$148,493.85

ITEMS 1-16

"WORDS"

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

COUNTY OF RIVERSIDE

SIERRA PACIFIC ELECTRICAL CONTRACTING

BY _____
Chairman, Board of Supervisors

BY Bil Loop

Dated _____

TITLE: VP
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

Judy K. Long

BY _____
Deputy

TITLE: ASST. SEC'Y / CFO

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

License No. 264048

Federal Employer Identification Number:

95-2687802

FORM APPROVED COUNTY COUNSEL

BY: MB Victor 12/20/10
MARSHAL VICTOR DATE

BY _____
"County"
(Seal)

"Corporation"
(Seal)

PERFORMANCE BOND

Recitals:

1. **Sierra Pacific Electrical Contracting**, (Contractor) intend to enter into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Sumner Avenue and Hamner Avenue Bike Lane Improvements, Project No. C0-0517.**

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 **\$ 148,493.85, One hundred forty eight thousand, four hundred ninety three dollars and eighty five 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 for each party. All signatures must be acknowledged. (Attach acknowledgements).

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond **Sierra Pacific Electrical Contracting**, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and **COUNTY OF RIVERSIDE** a public entity, as Owner, for **\$ 148,493.85, One hundred forty eight thousand, four hundred ninety three dollars and eighty five 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 **Sumner Avenue and Hamner Avenue Bike Lane Improvements, Project No. C0-0517.**

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 _____
(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. (Attach acknowledgements).

PERFORMANCE BOND

Recitals:

1. **Sierra Pacific Electrical Contracting**, (Contractor) intend to enter into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Sumner Avenue and Hamner Avenue Bike Lane Improvements, Project No. C0-0517.**
2. Western Surety Company, a South Dakota 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 **\$ 148,493.85, One hundred forty eight thousand, four hundred ninety three dollars and eighty five 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 November 4, 2010

By 

By 

By _____

Type Name J. W. Johnson
Its Attorney in Fact
"Surety"

Title J.P.
"Contractor"
(Corporate Seal)

(Corporate Seal)

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

J W Johnson, Susan J Sampson, Jay Hurt, Anthony J D'Asaro, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 18th day of June, 2010.



WESTERN SURETY COMPANY

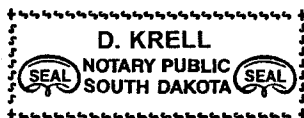
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of June, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of November, 2010.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

THE UNIVERSITY OF CHICAGO
LIBRARY
540 EAST 57TH STREET
CHICAGO, ILL. 60637
TEL: 773-936-3000
WWW.CHICAGO.EDU


California All Purpose Acknowledgment

State of California
County of Riverside

On November 9, 2010 before me, Earl Smith, Notary Public, personally appeared Gil Loop, 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 he executed the same in his authorized capacity, and that by his 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.



Earl Smith, Notary Public



Optional

Description of Attached Document

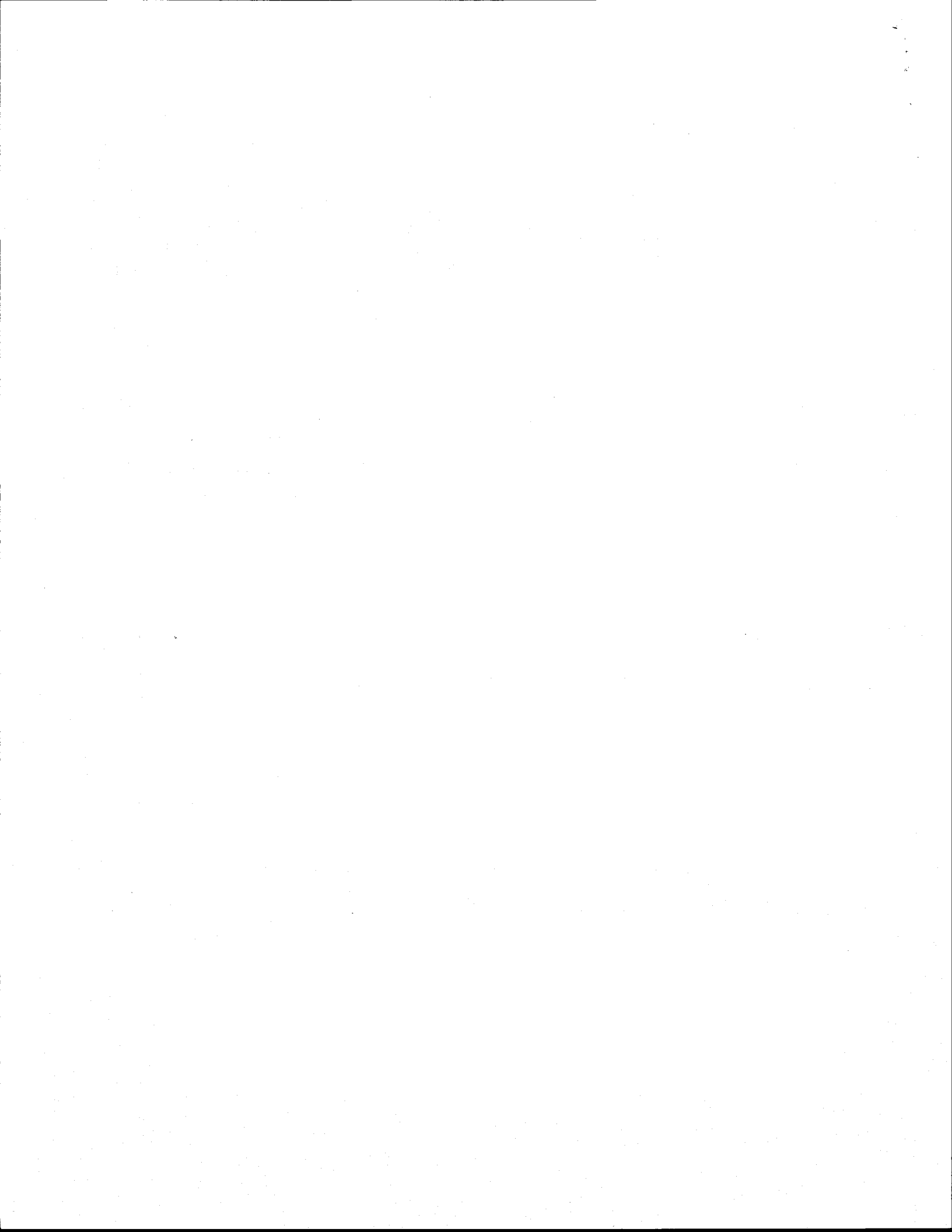
Title or Type of Document: _____

Document Date: _____ Number of Pages: One

Signer(s) other then named above: None

Signers Name: Gil Loop

- Individual
- Corporate Officer – Title: Vice President
- Partner
- Other
- Signer is Representing: Sierra Pacific Electrical Contracting



PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond **Sierra Pacific Electrical Contracting**, as Principal and Original Contractor and Western Surety 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 **\$ 148,493.85, One hundred forty eight thousand, four hundred ninety three dollars and eighty five 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 **Sumner Avenue and Hamner Avenue Bike Lane Improvements, Project No. C0-0517.**

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: November 4, 2010

Sierra Pacific Electrical Contracting
Original Contractor - Principal

Western Surety Company
Surety

By [Signature]

By [Signature]
Its Attorney In Fact J.W. Johnson

Title V.P.
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

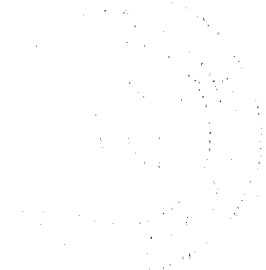
On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature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



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

J W Johnson, Susan J Sampson, Jay Hurt, Anthony J D'Asaro, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 18th day of June, 2010.



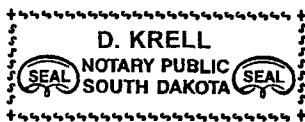
WESTERN SURETY COMPANY

Paul T. Brufat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of June, 2010, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of November, 2010.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange

On November 4, 2010 before me, Suzan M. Martinez, Notary Public
NAME

personally appeared J.W. Johnson
NAME OF SIGNER

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 he executed the same in his authorized capacity, and that by his 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.

Suzan M. Martinez
(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER	_____ TITLE OR TYPE OF DOCUMENT
TITLE(S) <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____ NUMBER OF PAGES
<input type="checkbox"/> <u>ATTORNEY-IN-FACT</u>	_____ DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____ _____	

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

SIGNER OTHER THAN NAMED ABOVE

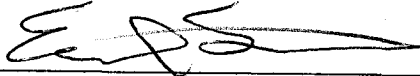
California All Purpose Acknowledgment

State of California
County of Riverside

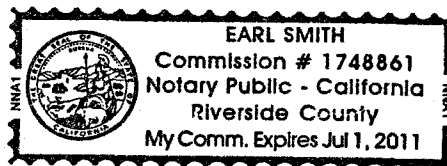
On November 9, 2010 before me, Earl Smith, Notary Public, personally appeared Gil Loop, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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.



Earl Smith, Notary Public



Optional

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: One

Signer(s) other then named above: None

Signers Name: Gil Loop

- Individual
 Corporate Officer – Title: Vice President
 Partner
 Other
 Signer is Representing: Sierra Pacific Electrical Contracting

Company Profile

WESTERN SURETY COMPANY

P.O. BOX 5077

SIoux FALLS, SD 57117-5077

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	13188
NAIC Group #:	<u>0218</u>
California Company ID #:	0761-7
Date authorized in California:	July 29, 1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

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](#).

LIABILITY
SURETY

Company Complaint Information

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2010

PRODUCER Edgewood Partners Insurance Center (EPIC) 19000 MacArthur Blvd. PH Floor Irvine, CA 92612 www.edgewoodins.com (949) 263-0606 (949) 263-0906		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 Sierra Pacific Electrical Contracting 2542 Avalon Street Riverside CA 92509		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Lexington Insurance Company	19437
		INSURER B: Peerless Insurance Company	18333
		INSURER C: RSUI Indemnity Company	22314
		INSURER D: SeaBright Insurance Company	15563
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Wrap Exclusion <input checked="" type="checkbox"/> \$5,000 Deduct. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	023462673 \$5,000,000 Per Project Agg/Limit Contractual Liability Included	6/30/2010	6/30/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8161433	6/30/2010	6/30/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
C	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	NHA226248	6/30/2010	6/30/2011	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	BB1101091	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	OTHER Business Personal Property Leased/Rented Equip	CBP8161333	6/30/2010	6/30/2011	\$237,000 Limit \$1,000 deductible Special Form-Replacement Cost \$90,000 Limit \$1,000 deductible

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

Re: Sumner Ave & Hamner Ave Bike Lane Improvements, County of Riverside; Project #CO-0517
 Certificate holder is additional insured for general liability as required by written contract with the named insured prior to an occurrence as per form 11-85 subject to all policy terms & conditions.
 GL Waiver of Subro LX0CC234 1103 & Proj Agg LX9695 & Primary Wording LX98380805 will apply if required by written contract.
 Work Comp Waiver of Subro WC040306 484 & auto liability add'l ins GECA701 apply if required by written contract.

CERTIFICATE HOLDER

Re: Sumner Ave & Hamner Ave Bike Lane Improvements

 County of Riverside
 3525 14th Street
 Riverside CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~NOT~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~AND~~ * 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE

Susan J. Sampson

CERTIFICATE ADDENDUM

DATE ISSUED

12/3/2010

NAMED INSURED:

Sierra Pacific Electrical Contracting
2542 Avalon Street
Riverside CA 92509

CERTIFICATE HOLDER:

County of Riverside
3525 14th Street
Riverside CA 92501

Alternate Employer endorsement applies to the policy as per form attached as regards the certificate holders subject to all policy terms and conditions.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be * % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

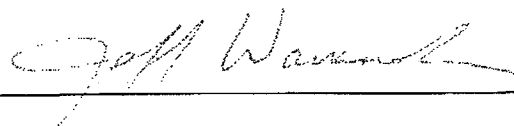
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. BB1101091
Insured Sierra Pacific Electrical Contracting
Insurance Company SeaBright Insurance Company

Endorsement No.
Policy Effective Date 1/1/2010

Countersigned By



WC 04 03 06
(Ed. 4-84)

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ENDORSEMENT # 007

This endorsement, effective 12:01 AM 06/30/2010

Forms a part of policy no.: 023462673

Issued to: SIERRA PACIFIC ELECTRICAL CONTRACTING

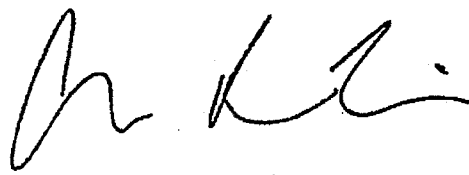
By: LEXINGTON INSURANCE COMPANY

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to be 'M. K. Li', written over a horizontal line.

Authorized Representative OR
Countersignature (In states where applicable)

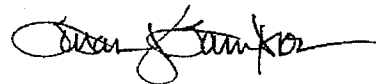
12/3/2010

This endorsement, effective 12:01 AM 6/30/2010
Forms a part of policy no.: 023462673
Issued to: Sierra Pacific Electrical Contracting
By: LEXINGTON INSURANCE COMPANY

**WAIVER OF SUBROGATION
(BLANKET)**

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

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (In states where applicable)

LEXOCC234 (11/03)

LX0485
CERT NO. 9909224 Lupe Ortiz 12/3/2010 2:16:53 PM Page 5 of 14

INSURED'S COPY

12/3/2010

ENDORSEMENT

This endorsement, effective 12:01 AM 6/30/2010

Forms a part of policy no.: 023462673

Issued to: Sierra Pacific Electrical Contracting

By: Lexington Insurance Company

**AGGREGATE LIMITS OF INSURANCE - PER PROJECT AMENDMENT AND
OVERALL GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the policy:

Subject to the Overall General Aggregate Limit stated in Item 3 of the Declarations, the General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "projects" away from premises owned by or rented to you.

It is further understood and agreed that the following changes are made to the policy:

- (1) Item 3, Limits of Insurance in the Declarations is amended by the addition thereto of the following Limit:

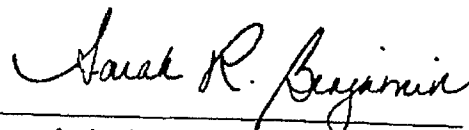
Overall General Aggregate Limit - \$ 5,000,000

- (2) SECTION III- LIMITS OF INSURANCE is amended by the addition thereto of the following paragraph under paragraph 6.

7. The Overall General Aggregate Limit is the most we will pay under Coverages A and B for the sum of all Limits of Insurance as provided in this SECTION III regardless of the number of your "projects"; except for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

For the purpose of this endorsement, "project" means the work for which the Named Insured is responsible according to a contract between the Named Insured as the contractor or sub-contractor, and an owner, developer or general or sub-contractor.

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT

This endorsement, effective 12:01 AM 6/30/2010

Forms a part of policy no.: 023462673

Issued to: SIERRA PACIFIC ELECTRICAL CONTRACTING, INC.

By: LEXINGTON INSURANCE COMPANY

**ADDITIONAL INSURED -- OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

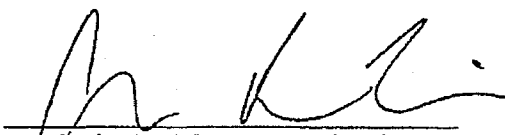
COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: BLANKET WHERE REQUIRED BY WRITTEN CONTRACT.

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

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (In states where applicable)

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.
- 3. Legal Action Against Us**
- No one may bring a legal action against us under this Coverage Form until:
- a. There has been full compliance with all the terms of this Coverage Form; and
 - b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.
- 4. Loss Payment – Physical Damage Coverages**
- At our option we may:
- a. Pay for, repair or replace damaged or stolen property;
 - b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
 - c. Take all or any part of the damaged or stolen property at an agreed or appraised value.
- If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.
- 5. Transfer Of Rights Of Recovery Against Others To Us**
- If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

[Handwritten Signature]
12-6-2010

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.

5. 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.**

8. Lease Gap Coverage

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

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

B. EXCLUSIONS

The following is added to Paragraph 3:

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

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c. does not apply to:

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

D. DEDUCTIBLE

The following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. – BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

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

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

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

The following is added to 5.

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

B. GENERAL CONDITIONS

9. is added:

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

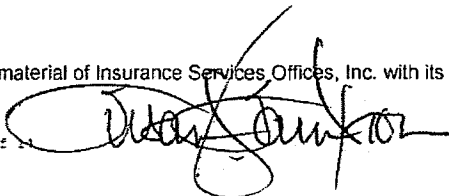
COMMON POLICY CONDITIONS

2.b. is replaced by the following:

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

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GECA 701 (09/04)



ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

"Any person or organization for who, or for which, you may direct your employee to work as a special or temporary employee, if your agreement with such person or organization specifies in writing that you must provide insurance as described in this endorsement to person or organization. You must keep a record of each such agreement and furnish it to us when we examine and audit your records that relate to this policy."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

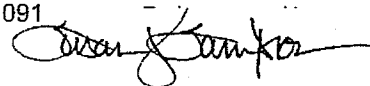
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured Sierra Pacific Electrical Contracting

Policy No BB1101091

Insurance Company

Countersigned by _____



WC 00 03 01 A
(Ed. 2-89)

12/3/2010



COMMERCIAL EXCESS
LIABILITY POLICY DECLARATIONS

945 E. Paces Ferry Rd.
Suite 1800
Atlanta, GA 30326

THIS POLICY IS ISSUED BY THE COMPANY DESIGNATED BELOW:

COMPANY NAME **RSUI INDEMNITY COMPANY**
(A New Hampshire Stock Co.)

POLICY NUMBER: NHA226248

NEW:

RENEWAL OF: _____

PRODUCER
CODE NO: _____

PRODUCER'S NAME AND ADDRESS

ITEM 1
NAMED
INSURED
AND
MAILING
ADDRESS
SIERRA PACIFIC ELECTRICAL CONTRACTING
2542 AVALON STREET
RIVERSIDE, CA 92509

ITEM 2	COVERAGE: EXCESS	
ITEM 3	POLICY PERIOD FROM 06/30/2010 TO 06/30/2011 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED	
ITEM 4 LIMITS AND PREMIUM	LIMITS OF INSURANCE	
	EACH OCCURRENCE	AGGREGATE WHERE APPLICABLE
	\$ 2,000,000	\$ 2,000,000
	PREMIUM	
	\$22,838.00	
	<input checked="" type="checkbox"/> FLAT <input type="checkbox"/> AUDITABLE - SEE PREMIUM COMPUTATION ENDORSEMENT	

ITEM 5
ENDORSEMENTS ATTACHED: Policy Jacket: RSG 31001 0507, Schedule of Underlying Insurance-RSG 30002 0803
SEE SCHEDULE OF POLICY ATTACHMENTS AND FORMS

Countersigned By

David E. Leonard
Authorized Representative

Date Issued 7/14/2010

WC

RSG 30001 1003



COMMERCIAL EXCESS LIABILITY POLICY
DECLARATIONS

POLICY NO. NHA226248

ITEM 6. SCHEDULE OF UNDERLYING INSURANCE

Type of Policy	Insurer	Applicable Limit
GENERAL LIABILITY	LEXINGTON INSURANCE COMPANY	\$1,000,000 EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE PER JOB \$2,000,000 PRODUCTS/COMPLETED OPS AGG \$1,000,000 PERSONAL/ADVERTISING INJURY
AUTO LIABILITY	PEERLESS INSURANCE COMPANY	\$1,000,000 COMBINED SINGLE LIMIT
EMPLOYERS LIABILITY	SEABRIGHT INSURANCE COMPANY	\$1,000,000 EACH ACCIDENT \$1,000,000 DISEASE EACH EMPLOYEE \$1,000,000 DISEASE POLICY LIMIT
EMPLOYEE BENEFITS LIABILITY	LEXINGTON INSURANCE COMPANY	\$1,000,000 EACH CLAIM \$1,000,000 AGGREGATE

Policy Number: NHA226248

Insurer: RSUI Indemnity Company

Named Insured: SIERRA PACIFIC ELECTRICAL CONTRACTING

NOTICE - REJECTION OF TERRORISM COVERAGE

Coverage has been "rejected" by the Insured for all acts of terrorism including but not limited to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act as extended on December 20, 2007.

This Endorsement Changes The Policy. Please Read It Carefully.

SCHEDULE OF POLICY ATTACHMENTS AND FORMS

RSG 99022 0908 ✓	State Fraud Statement
RSG 36003 0904 ✓	Absolute Asbestos Exclusion
RSG 92022 0305 ✓	California Changes - Spouse or Registered Domestic Partner
RSG 33022 1208 ✓	California Changes-Cancellation and Nonrenewal
RSG 94041 0104 ✓	Employee Benefits Liability - Following Form
RSG 36016 0408 ✓	Exclusion - Real and Personal Property - Care Custody and Control
RSG 36045 0108 ✓	Exclusion of Certified Acts of Terrorism and Other Nuclear, Biological, Chemical or Radiological Acts of Terrorism
RSG 36030 0803 ✓	Pollution Exclusion Endorsement - Total
RSG 36037 0803 ✓	Uninsured Underinsured Motorist Exclusion
RSG 36044 0404 ✓	War Liability Exclusion

Company Profile

SEABRIGHT INSURANCE COMPANY

1501 4TH AVENUE, SUITE 2600

SEATTLE, WA 98101

Former Names for Company

Old Name: KEMPER EMPLOYERS INSURANCE COMPANY

Effective Date: 03-16-2004

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	15563
NAIC Group #:	0000
California Company ID #:	4648-2
Date authorized in California:	August 15, 2000
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

Lines of Insurance Authorized to Transact

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

AUTOMOBILE
LIABILITY
MARINE
WORKERS' COMPENSATION

Company Complaint Information

Company Enforcement Action Documents

Company Profile

PEERLESS INDEMNITY INSURANCE COMPANY

175 BERKELEY STREET
BOSTON, MA 02116

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	18333
NAIC Group #:	<u>0111</u>
California Company ID #:	4834-8
Date authorized in California:	December 31, 2002
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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

Company Profile

LEXINGTON INSURANCE COMPANY
100 SUMMER STREET, LEGAL DEPT. Stephen J. Andrick,
CPCU, VP/GC
BOSTON, MA 02110

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19437
NAIC Group #:	<u>0012</u>
California Company ID #:	4571-6
Date authorized in California:	December 31, 1998
License Status:	N/A
Company Type:	ACCREDITED REINSURER
State of Domicile:	DELAWARE

Company Complaint Information

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

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