

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



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
November 10, 2011

**SUBJECT:** Construction of traffic signal at the intersection of Ramona Expressway and Lakeview Avenue, Lakeview 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 \$209,902; and
2. Award the contract to PTM General Engineering Services, Inc. and authorize the Chairman of the Board to execute the contract documents; and

Departmental Concurrence

Juan C. Perez  
Director of Transportation

JCP:jrj:sb  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 209,902	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

<b>SOURCE OF FUNDS:</b> West County DIF Signal Mitigation Fund (100%)  There are no General Funds used in this project	<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: MARSHAL VICTOR  
DATE: 11/16/11

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

Prev. Agn. Ref. 9/13/2011 Item 3.100 | District: 5 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.34

The Honorable Board of Supervisors

RE: Construction of traffic signal at the intersection of Ramona Expressway and Lakeview Avenue, Lakeview area.

November 10, 2011

Page 2 of 2

**BACKGROUND:** By Minute Order dated September 13, 2011 (agenda item 3.100) the Board authorized the Clerk of the Board to advertise for the construction of traffic signal, lighting, and associated improvements at the intersection of Ramona Expressway and Lakeview Avenue, in the Lakeview area.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, October 5, 2011. Nine bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive bid was submitted by PTM General Engineering Services, Inc. in the amount of \$209,902 which is \$24,043 (10.28%) less than the Engineer's Estimate.

The Transportation Improvement Program provides for the construction of the subject improvements. The Project is expected to complete within the existing budget as shown on attachment A.

The proposed traffic signal will increase capacity and improve safety by providing protected traffic movements and pedestrian crossings. This project will also provide roadway lighting, striping and signing, roadway widening and drainage improvements at the intersection.

The construction of this signal project will be funded by the Development Impact Fee (DIF) program, which is governed under Ordinance 659.6 and allows for the use of DIF funds for traffic signal facilities.

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, which meet the requirements of the contract.

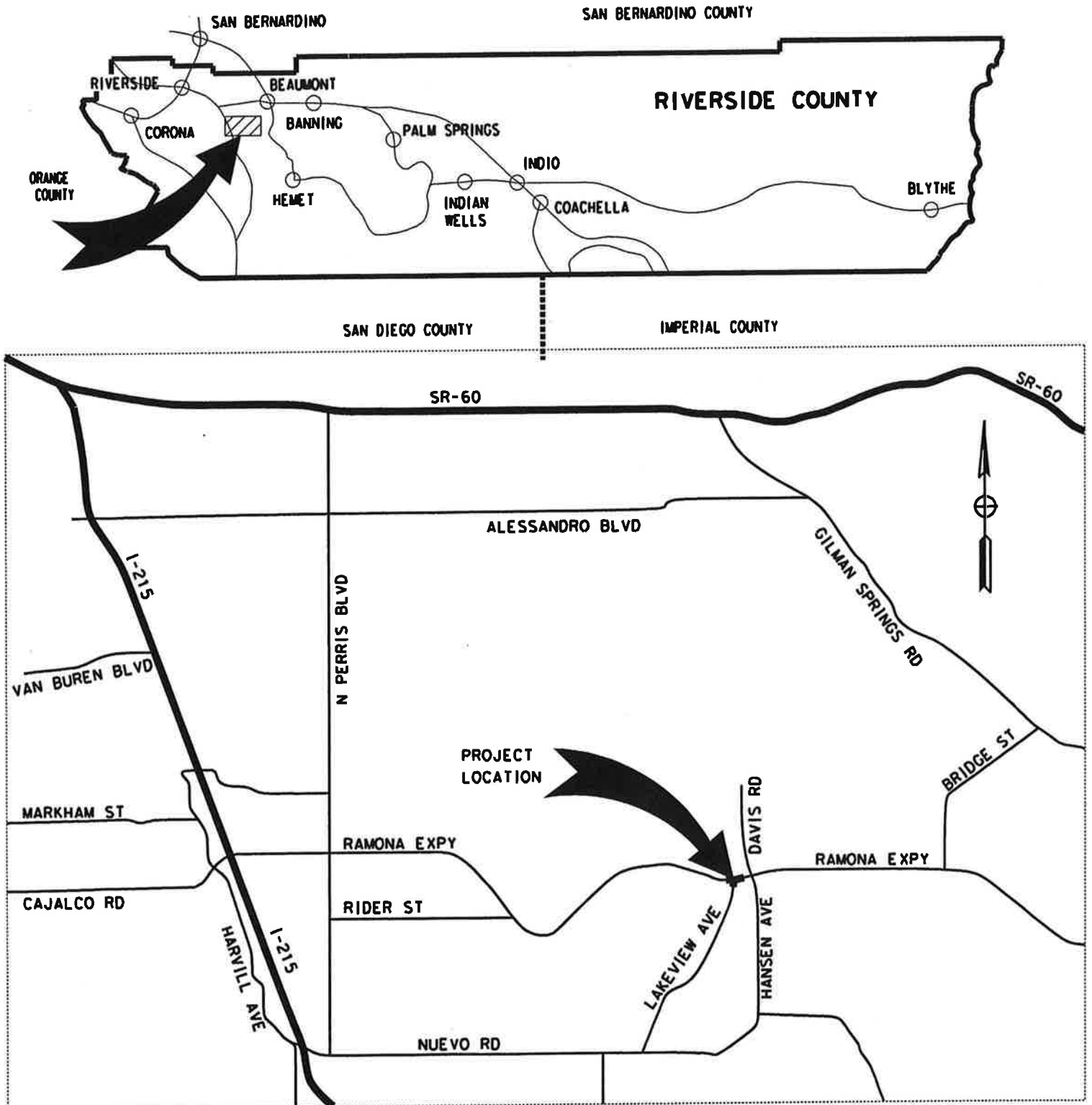
The contractor is qualified.

Project Number: C1-0624

# VICINITY MAP

## RAMONA EXPY AND LAKEVIEW AVE TRAFFIC SIGNAL

TOWNSHIP 4 SECTION 7 RANGE 2W  
2009 THOMAS GUIDE PG 779, A-2



# Attachment "A"

Riverside County Transportation Department

Project: **Ramona Expressway & Lakeview Avenue Traffic Signal**

Project No.(s) **C1-0624**

### Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey	17,720	280	18,000	30,000
Environmental	1,754	246	2,000	1,000
Design	37,935	2,065	40,000	40,000
Right-of-way				
Utilities	3,572	1,428	5,000	
Construction		209,902	209,902	
Construction Contingency 10%		20,990	20,990	
Signal Pole Equipment		28,000	28,000	28,000
Construction Engineering & Inspection 15%	170	31,315	31,485	60,000
Construction Survey 5%		10,495	10,495	40,000
<b>Totals:</b>	<b>61,151</b>	<b>304,722</b>	<b>365,873</b>	<b>571,000</b>

### Project Funding

Code	Name	Existing Budget
369	West County DIF Signal Mitigation Fund	571,000
<b>Totals</b>		<b>571,000</b>

### Comments

**Form 11 Attachment**

**Contract/Lease/Purchase Summary Data**

**Contract (for Services)**

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

**Lease**

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

**Purchase (for Materials)**

- G Sole Source
- G Other than Low Bid
- G Change Order

**Selection Committee Member Names (RFP=s Only)**

<b>User Department:</b>	Transportation Department
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N/A

<b>Vendor/Lessor Name:</b>	PTM General Engineering Services, Inc.
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**Minority Status:**

M    W    DV    None

<b>Vendor/Lessor Location:</b>	Riverside, CA
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**Local Preference Applied:** G Yes   G 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: \$ 209,902.00 to \$ 247,559.00  
Local Bid Range: N/A  
Responsive and Responsible Bid Range: \$ 209,902.00 to \$ 247,559.00

**Contract/Lease Renewals Only**

Existing Agreement Items

Proposed Agreement Items

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

(Continue on blank sheet if necessary)

**NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT**

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Traffic Signal and Lighting Project at the Intersection of  
Ramona Expressway and Lakeview Avenue in the Lakeview area**

Advertised: September 13, 2011 (Agenda Item: 3.100)  
Addenda: None  
Bids Open: 2 pm Date: Wednesday, October 5, 2011

**PROJECT NO. C1-0624**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			PTM General Engineering Service Inc. Riverside, Ca 92504	BID ESTIMATE
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE		
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00	2,000.00	2,000.00	
2	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	1,540.00	1,540.00	
3	860201	SIGNAL AND LIGHTING	LS	1	145,370.00	145,370.00	130,002.50	130,002.50	
4	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00	500.00	500.00	
5	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	1,340.00	1,340.00	
6	190101	ROADWAY EXCAVATION	CY	130	40.00	5,200.00	55.00	7,150.00	
7	260201	CLASS 2 AGGREGATE BASE	CY	65	50.00	3,250.00	54.00	3,510.00	
8	390130	HOT MIX ASPHALT	TON	160	100.00	16,000.00	145.00	23,200.00	
9	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [SIDEWALK RAMP PAVING]	SQYD	40	30.00	1,200.00	50.00	2,000.00	
10	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (0.12')	SQYD	150	12.00	1,800.00	22.00	3,300.00	
11	000003	MINOR CONCRETE (CURB RAMP) (CRS 403 CASE A, MODIFIED)	EA	1	4,000.00	4,000.00	3,100.00	3,100.00	
12	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 CASE A)	EA	2	4,000.00	8,000.00	2,980.00	5,960.00	
13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	130	15.50	2,015.00	26.50	3,445.00	
14	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	165	20.00	3,300.00	28.60	4,719.00	
15	667006	21" X 15" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	32	25.00	800.00	121.00	3,872.00	
16	000003	CORRUGATED STEEL PIPE COLLAR	EA	2	80.00	160.00	1,050.00	2,100.00	
17	190185	SHOULDER BACKING	LF	750	20.00	15,000.00	4.20	3,150.00	
18	150740	REMOVE SIGN	EA	3	150.00	450.00	55.00	165.00	
19	566011	ROADSIDE SIGN -ONE POST	EA	5	250.00	1,250.00	250.00	1,250.00	
20	066148	RELOCATE SIGNS	EA	2	200.00	400.00	150.00	300.00	
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	330	6.00	1,980.00	3.30	1,089.00	
22	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	1,120	6.00	6,720.00	2.00	2,240.00	
23	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	650	6.00	3,900.00	4.00	2,600.00	
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,150	1.00	4,150.00	0.33	1,369.50	
Project Total Items 1-24						<b>233,945.00</b>		<b>209,902.00</b>	

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Traffic Signal and Lighting Project at the Intersection of  
Ramona Expressway and Lakeview Avenu in the Lakeview area**

Advertised: September 13, 2011 (Agenda Item: 3.100)  
Addenda: None  
Bids Open: 2 pm Date: Wednesday, October 5, 2011

**PROJECT NO. C1-0624**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					Sierra Pacific Electrical Contracting Riverside, Ca 92509	Traffic Development Services Moorpark, Ca 93021	BID UNIT PRICE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	8,460.00	6,000.00	6,000.00	6,000.00
2	066102	DUST ABATEMENT	LS	1	2,150.00	2,200.00	2,200.00	2,200.00
3	860201	SIGNAL AND LIGHTING	LS	1	110,059.00	128,536.00	128,536.00	128,536.00
4	074020	WATER POLLUTION CONTROL	LS	1	2,625.00	3,000.00	3,000.00	3,000.00
5	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	1,000.00	1,000.00
6	190101	ROADWAY EXCAVATION	CY	130	105.00	13,650.00	85.00	11,050.00
7	260201	CLASS 2 AGGREGATE BASE	CY	65	147.00	9,555.00	100.00	6,500.00
8	390130	HOT MIX ASPHALT	TON	160	120.75	19,320.00	110.00	17,600.00
9	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [SIDEWALK RAMP PAVING]	SQYD	40	38.85	1,554.00	40.00	1,600.00
10	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (0.12)	SQYD	150	25.20	3,780.00	15.00	2,250.00
11	000003	MINOR CONCRETE (CURB RAMP) (CRS 403 CASE A, MODIFIED)	EA	1	2,625.00	2,625.00	3,000.00	3,000.00
12	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 CASE A)	EA	2	4,725.00	9,450.00	2,000.00	4,000.00
13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	130	26.25	3,412.50	30.00	3,900.00
14	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	165	28.35	4,677.75	35.00	5,775.00
15	667006	21" X 15" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	32	159.60	5,107.20	120.00	3,840.00
16	000003	CORRUGATED STEEL PIPE COLLAR	EA	2	451.50	903.00	250.00	500.00
17	190185	SHOULDER BACKING	LF	750	4.94	3,705.00	3.50	2,625.00
18	150740	REMOVE SIGN	EA	3	52.50	157.50	50.00	150.00
19	566011	ROADSIDE SIGN -ONE POST	EA	5	236.25	1,181.25	250.00	1,250.00
20	066148	RELOCATE SIGNS	EA	2	141.75	283.50	200.00	400.00
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	330	3.15	1,039.50	3.10	1,023.00
22	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	1,120	1.89	2,116.80	0.90	1,008.00
23	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	650	3.78	2,457.00	4.90	3,185.00
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,150	0.32	1,328.00	0.82	3,403.00
Project Total Items 1-24						<b>210,597.00</b>		<b>213,795.00</b>

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Traffic Signal and Lighting Project at the Intersection of  
Ramona Expressway and Lakeview Avenu in the Lakeview area**

Advertised: September 13, 2011 (Agenda Item: 3.100)  
Addenda: None  
Bids Open: 2 pm Date: Wednesday, October 5, 2011

		4			5				
		DBX, Inc. Temecula, CA 92590			Republic ITS Anaheim, CA 92806				
PROJECT NO. C1-0624	ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
	1	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,000.00	3,000.00	10,700.00	10,700.00
	2	066102	DUST ABATEMENT	LS	1	900.00	900.00	4,000.00	4,000.00
	3	860201	SIGNAL AND LIGHTING	LS	1	127,704.00	127,704.00	121,600.00	121,600.00
	4	074020	WATER POLLUTION CONTROL	LS	1	800.00	800.00	2,900.00	2,900.00
	5	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	2,900.00	2,900.00
	6	190101	ROADWAY EXCAVATION	CY	130	40.00	5,200.00	50.00	6,500.00
	7	260201	CLASS 2 AGGREGATE BASE	CY	65	95.00	6,175.00	100.00	6,500.00
	8	390130	HOT MIX ASPHALT	TON	160	140.00	22,400.00	120.00	19,200.00
	9	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [SIDEWALK RAMP PAVING]	SQYD	40	40.00	1,600.00	21.00	840.00
	10	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (0.12')	SQYD	150	27.00	4,050.00	22.00	3,300.00
	11	000003	MINOR CONCRETE (CURB RAMP) (CRS 403 CASE A, MODIFIED)	EA	1	3,000.00	3,000.00	4,400.00	4,400.00
	12	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 CASE A)	EA	2	5,000.00	10,000.00	4,950.00	9,900.00
	13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	130	35.00	4,550.00	20.00	2,600.00
	14	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	165	35.00	5,775.00	25.00	4,125.00
	15	667006	21" X 15" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	32	100.00	3,200.00	140.00	4,480.00
	16	000003	CORRUGATED STEEL PIPE COLLAR	EA	2	150.00	300.00	825.00	1,650.00
	17	190185	SHOULDER BACKING	LF	750	10.00	7,500.00	11.00	8,250.00
	18	150740	REMOVE SIGN	EA	3	50.00	150.00	50.00	150.00
	19	566011	ROADSIDE SIGN -ONE POST	EA	5	225.00	1,125.00	250.00	1,250.00
	20	066148	RELOCATE SIGNS	EA	2	135.00	270.00	110.00	220.00
	21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	330	3.00	990.00	3.40	1,122.00
	22	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	1,120	1.80	2,016.00	1.00	1,120.00
	23	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	650	3.60	2,340.00	5.40	3,510.00
	24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,150	0.30	1,245.00	0.90	3,735.00
			Project Total Items 1-24				<b>215,290.00</b>		<b>224,952.00</b>



**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Traffic Signal and Lighting Project at the Intersection of  
Ramona Expressway and Lakeview Avenue in the Lakeview area**

Advertised: September 13, 2011 (Agenda Item: 3.100)  
Addenda: None  
Bids Open: 2 pm Date: Wednesday, October 5, 2011

		PROJECT NO. C1-0624			6		7	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Steiny and Company, Inc. Baldwin Park, Ca 91706	California Professional Engineering, Inc. La Puente, Ca 91748	BID UNIT PRICE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,500.00	3,500.00	6,000.00	6,000.00
2	066102	DUST ABATEMENT	LS	1	2,000.00	2,000.00	500.00	500.00
3	860201	SIGNAL AND LIGHTING	LS	1	122,750.00	122,750.00	146,888.00	146,888.00
4	074020	WATER POLLUTION CONTROL	LS	1	2,100.00	2,100.00	1,000.00	1,000.00
5	160101	CLEARING AND GRUBBING	LS	1	3,100.00	3,100.00	3,000.00	3,000.00
6	190101	ROADWAY EXCAVATION	CY	130	110.00	14,300.00	87.00	11,310.00
7	260201	CLASS 2 AGGREGATE BASE	CY	65	145.00	9,425.00	115.00	7,475.00
8	390130	HOT MIX ASPHALT	TON	160	145.00	23,200.00	115.00	18,400.00
9	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [SIDEWALK RAMP PAVING]	SQYD	40	98.00	3,920.00	78.00	3,120.00
10	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (0.12')	SQYD	150	18.00	2,700.00	14.50	2,175.00
11	000003	MINOR CONCRETE (CURB RAMP) (CRS 403 CASE A, MODIFIED)	EA	1	3,895.00	3,895.00	3,100.00	3,100.00
12	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 CASE A)	EA	2	380.00	760.00	3,025.00	6,050.00
13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	130	25.00	3,250.00	20.00	2,600.00
14	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	165	43.00	7,095.00	34.00	5,610.00
15	667006	21" X 15" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	32	370.00	11,840.00	295.00	9,440.00
16	000003	CORRUGATED STEEL PIPE COLLAR	EA	2	691.00	1,382.00	550.00	1,100.00
17	190185	SHOULDER BACKING	LF	750	11.00	8,250.00	9.00	6,750.00
18	150740	REMOVE SIGN	EA	3	57.00	171.00	55.00	165.00
19	566011	ROADSIDE SIGN -ONE POST	EA	5	282.00	1,410.00	247.50	1,237.50
20	066148	RELOCATE SIGNS	EA	2	126.00	252.00	148.50	297.00
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	330	4.00	1,320.00	3.30	1,089.00
22	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	1,120	1.10	1,232.00	1.98	2,217.60
23	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	650	6.16	4,004.00	3.96	2,574.00
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,150	1.00	4,150.00	0.33	1,369.50
Project Total								
Items 1-24						<b>236,006.00</b>		<b>243,467.60</b>

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Traffic Signal and Lighting Project at the Intersection of  
Ramona Expressway and Lakeview Avenue in the Lakeview area**

Advertised: September 13, 2011 (Agenda Item: 3.100)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 5, 2011

PROJECT NO. C1-0624

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	8		9	
					Flatiron Electric Group, Inc. Chino, Ca 91708	BID ESTIMATE	Unique Performance Const. Inc. Costa Mesa, Ca 92627	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00	8,750.00	8,750.00
2	066102	DUST ABATEMENT	LS	1	1,500.00	1,500.00	1,800.00	1,800.00
3	860201	SIGNAL AND LIGHTING	LS	1	125,588.00	125,588.00	152,000.00	152,000.00
4	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00	3,000.00	3,000.00
5	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	8,000.00	8,000.00
6	190101	ROADWAY EXCAVATION	CY	130	113.00	14,690.00	69.00	8,970.00
7	260201	CLASS 2 AGGREGATE BASE	CY	65	137.00	8,905.00	60.00	3,900.00
8	390130	HOT MIX ASPHALT	TON	160	145.00	23,200.00	129.00	20,640.00
9	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [SIDEWALK RAMP PAVING]	SQYD	40	93.00	3,720.00	87.00	3,480.00
10	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (0.12')	SQYD	150	17.00	2,550.00	34.00	5,100.00
11	000003	MINOR CONCRETE (CURB RAMP) (CRS 403 CASE A, MODIFIED)	EA	1	3,700.00	3,700.00	2,300.00	2,300.00
12	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 CASE A)	EA	2	3,615.00	7,230.00	2,300.00	4,600.00
13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	130	24.00	3,120.00	23.00	2,990.00
14	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	165	41.00	6,765.00	29.00	4,785.00
15	667006	21" X 15" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	32	350.00	11,200.00	58.00	1,856.00
16	000003	CORRUGATED STEEL PIPE COLLAR	EA	2	655.00	1,310.00	460.00	920.00
17	190185	SHOULDER BACKING	LF	750	11.00	8,250.00	3.50	2,625.00
18	150740	REMOVE SIGN	EA	3	54.00	162.00	50.00	150.00
19	566011	ROADSIDE SIGN -ONE POST	EA	5	270.00	1,350.00	260.00	1,300.00
20	066148	RELOCATE SIGNS	EA	2	120.00	240.00	115.00	230.00
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	330	3.70	1,221.00	3.60	1,188.00
22	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	1,120	1.10	1,232.00	1.00	1,120.00
23	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	650	6.00	3,900.00	5.70	3,705.00
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,150	1.00	4,150.00	1.00	4,150.00
Project Total								
Items 1-24						<b>245,983.00</b>		<b>247,559.00</b>

## 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 **P T M 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 at the intersection of Ramona Expressway and Lakeview Avenue in the Lakeview area, Project No. C1-0624**, 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  
AT THE INTERSECTION OF RAMONA EXPRESSWAY AND  
LAKEVIEW AVENUE IN THE LAKEVIEW AREA  
PROJECT No. C1-0624**

**AGREEMENT**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,000.00	2,000.00
2	066102	DUST ABATEMENT	LS	1	1,540.00	1,540.00
3	860201	SIGNAL AND LIGHTING	LS	1	130,002.50	130,002.50
4	074020	WATER POLLUTION CONTROL	LS	1	500.00	500.00
5	160101	CLEARING AND GRUBBING	LS	1	1,340.00	1,340.00
6	190101	ROADWAY EXCAVATION	CY	130	55.00	7,150.00
7	260201	CLASS 2 AGGREGATE BASE	CY	65	54.00	3,510.00
8	390130	HOT MIX ASPHALT	TON	160	145.00	23,200.00
9	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [SIDEWALK RAMP PAVING]	SQYD	40	50.00	2,000.00
10	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (0.12')	SQYD	150	22.00	3,300.00
11	000003	MINOR CONCRETE (CURB RAMP) (CRS 403 CASE A, MODIFIED)	EA	1	3,100.00	3,100.00
12	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 CASE A)	EA	2	2,980.00	5,960.00
13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	130	26.50	3,445.00
14	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	165	28.60	4,719.00
15	667006	21" X 15" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	32	121.00	3,872.00
16	000003	CORRUGATED STEEL PIPE COLLAR	EA	2	1,050.00	2,100.00
17	190185	SHOULDER BACKING	LF	750	4.20	3,150.00
18	150740	REMOVE SIGN	EA	3	55.00	165.00
19	566011	ROADSIDE SIGN -ONE POST	EA	5	250.00	1,250.00
20	066148	RELOCATE SIGNS	EA	2	150.00	300.00
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	330	3.30	1,089.00
22	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	1,120	2.00	2,240.00
23	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	650	4.00	2,600.00
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,150	0.33	1,369.50

PROJECT TOTAL: Two hundred nine thousand, nine hundred two dollars and zero cents  
ITEMS 1-24 "WORDS"


\$209,902.00

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

Dated \_\_\_\_\_

TITLE: \_\_\_\_\_  
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:  \_\_\_\_\_  
Elizabeth H. M. McRae

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

TITLE: \_\_\_\_\_  
Notary

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

License No. 891265

Federal Employer Identification Number:  
20-5693645

FORM APPROVED COUNTY COUNSEL

BY:  \_\_\_\_\_  
MARSHAL VICTOR DATE 11/16/11

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 4 day of October, 2011 (year).

A TRUE RECORD

ATTEST

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

(Corporate Seal)

**PERFORMANCE BOND**

**Recitals:**

1. **P T M 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 at the intersection Of Ramona Expressway and Lakeview Avenue in the Lakeview area, Project No. C1-0624.**
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 \$ **209,902.00 (Two hundred nine thousand, nine hundred two 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. P T M 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 at the intersection Of Ramona Expressway and Lakeview Avenue in the Lakeview area, Project No. C1-0624.
2. INTERNATIONAL FIDELITY INSURANCE COMPANY, a NEW JERSEY 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 \$ 209,902.00 (Two hundred nine thousand, nine hundred two 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 OCTOBER 17, 2011

By *Eusebio H. Mendez de Mella*  
*President TCFD*

By *Brian Mendoza*  
*Vice President TCFD*

By *[Signature]*

Type Name PHILIP VEGA  
 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).

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

## FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

PHILIP VEGA, FRANK MORONES

Covina, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17TH day of OCTOBER, 2011

Assistant Secretary

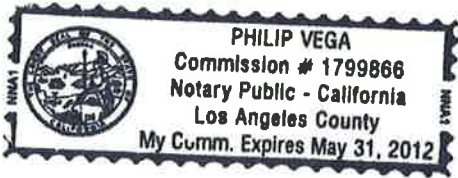
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 10/18/2011 before me, Philip Vega, Notary public

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 [Signature] Signature of Notary Public

Place Notary Seal Above

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's Name:

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



Signer Is Representing:

Signer Is Representing:

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

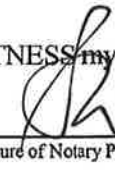
On 10/18/2011 before me, Elizabeth H.M. McRae, Notary Public  
(Here insert name and title of the officer)

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 of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

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

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- \_\_\_\_\_  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ - is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

}

On OCT 17 2011 before me, Monica Blaisdell, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Philip Vega

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.

Signature Monica Blaisdell

Signature of Notary Public

Place Notary Seal Above

**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are P T M GENERAL ENGINEERING SERVICES, INC., as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$209,902.00 (Two hundred nine thousand, nine hundred two 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 at the intersection Of Ramona Expressway and Lakeview Avenue in the Lakeview area, Project No. C1-0624.

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



**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)



The makers of this Bond are **P T M GENERAL ENGINEERING SERVICES, INC.**, as Principal and Original Contractor and **INTERNATIONAL FIDELITY 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 **\$209,902.00 (Two hundred nine thousand, nine hundred two 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 at the intersection Of Ramona Expressway and Lakeview Avenue in the Lakeview area, Project No. C1-0624.**

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: OCTOBER 17, 2011

PTM GENERAL ENGINEERING SERVICES, INC.  
Original Contractor - Principal

INTERNATIONAL FIDELITY INSURANCE COMPANY  
Surety

By  Elizabeth H. Maldon de Melo  
President / CFO  
 Brian Maldon  
Vice President / Secretary

By  \_\_\_\_\_  
PHILIP VEGA 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. All signatures must be acknowledged. (Attach acknowledgements).**

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

## FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

PHILIP VEGA, FRANK MORONES

Covina, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17TH day of OCTOBER, 2011

Assistant Secretary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

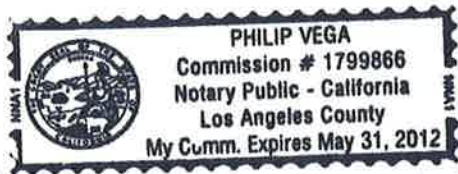
On 10/18/2011 before me, Philip Vega, Notary public

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 [Signature] Signature of Notary Public

Please Notary Seal Above

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:

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

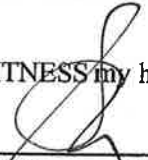
County of Riverside

On 10/18/2011 before me, Elizabeth H.M. McRae, Notary Public  
(Here 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 of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_

(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

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

\_\_\_\_\_

(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles



On OCT 17 2011 before me, Monica Blaisdell, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Philip Vega

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 Monica Blaisdell  
Signature of Notary Public

## Company Profile

# INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER 20TH FL  
NEWARK, NJ 07102-5207

### Agent for Service of Process

DOROTHY O'CONNOR-MANSON, 2999 OAK ROAD SUITE 820 WALNUT CREEK, CA 94597  
Unable to Locate the Agent for Service of Process?

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### Reference Information

NAIC #:	11592
NAIC Group #:	<u>4705</u>
California Company ID #:	4341-4
Date authorized in California:	February 09, 1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

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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.

SURETY ✓

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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](#)

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Last Revised - May 26, 2011 01:14 PM



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/18/2011

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> LICENSE NO. 0637431 PATRICK MCRAE INSURANCE SERVICES 1290 N. HANCOCK ST., SUITE 210 ANAHEIM HILLS, CA 92807	<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>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : SCOTTSDALE INSURANCE COMPANY</td> <td>41297</td> </tr> <tr> <td>INSURER B : REDWOOD FIRE &amp; CASUALTY INSURANCE</td> <td>11673</td> </tr> <tr> <td>INSURER C : SCOTTSDALE INSURANCE COMPANY</td> <td>41297</td> </tr> <tr> <td>INSURER D : FIRST NATIONAL INSURANCE COMPANY</td> <td>24724</td> </tr> <tr> <td>INSURER E : BARRET BUSINESS SERVICES (BBSI)</td> <td>2246 (SIP)</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : SCOTTSDALE INSURANCE COMPANY	41297	INSURER B : REDWOOD FIRE & CASUALTY INSURANCE	11673	INSURER C : SCOTTSDALE INSURANCE COMPANY	41297	INSURER D : FIRST NATIONAL INSURANCE COMPANY	24724	INSURER E : BARRET BUSINESS SERVICES (BBSI)	2246 (SIP)	INSURER F :
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INSURER F :														
<b>INSURED</b> PTM GENERAL ENGINEERING SERVICES INC PO BOX 7745 RIVERSIDE CA 92503														

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU / OCP <input checked="" type="checkbox"/> EBL: \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	BCS0022114 DEDUCTIBLE: \$5,000 / OCCURRENCE	05/11/2011	05/11/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED PHY. DAMAGE	X	X	CAA100637 COMPREHENSIVE DED: \$1,000 COLLISION DED: \$1,000	02/09/2011	02/09/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ NIL	-	-	XLS0067022 UNDERLYING POLICIES: GL & AL	05/11/2011	05/11/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PROD > COMP / OPS \$ 10,000,000 \$
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	2246	11/19/2010	11/18/2011	<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
D	<b>PROPERTY &amp; INLAND MARINE</b>			25CC23092810	07/13/2010	07/13/2011	\$1,650,000 TOTAL INSURED VALUES \$1,000 DEDUCTIBLE PER OCCURRENCE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)** COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES ARE HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECTS TO THE ABOVE MENTIONED POLICIES PER ATTACHED ENDORSEMENT(S). COVERAGE IS PRIMARY & NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, A 30 DAY WRITTEN NOTICE WILL BE ISSUED.  
 PROJECT: PROJECT NO. C1-0624 CONSTRUCTION OF TRAFFIC SIGNAL AND LIGHTING PROJECT AT THE INTERSECTION OF RAMONA EXPRESSWAY AND LAKEVIEW AVE. (P11-12)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY 3525 14TH ST. RIVERSIDE, CA 92504	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 

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NAMED INSURED: PTM GENERAL ENGINEERING SERVICES, INC.  
INSURANCE CARRIER: SCOTTSDALE INSURANCE COMPANY  
POLICY NUMBER: BCS0022114  
POLICY PERIOD: 05/11/2011 to 05/11/2012

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE "OCCURRENCE" TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.

COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES ARE NAMED ADDITIONAL INSURED.

Location And Description Of Completed Operations:

ALL LOCATIONS

PROJECT NO. C1-0624 CONSTRUCTION OF TRAFFIC SIGNAL AND LIGHTING PROJECTS AT THE INTERSECTION OF RAMONA EXPRESSWAY AND LAKEVIEW AVENUE (P11-12)

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".



NAMED INSURED: PTM GENERAL ENGINEERING SERVICES, INC.  
INSURANCE CARRIER: SCOTTSDALE INSURANCE COMPANY  
POLICY NUMBER: BCS0022114  
POLICY PERIOD: 05/11/2011 to 05/11/2012

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Name of Additional Insured Person(s) Or Organization(s):

COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES ARE NAMED ADDITIONAL INSURED.

Location And Description:

PROJECT NO. C1-0624 CONSTRUCTION OF TRAFFIC SIGNAL AND LIGHTING PROJECTS AT THE INTERSECTION OF RAMONA EXPRESSWAY AND LAKEVIEW AVENUE (P11-12)

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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



NAMED INSURED: PTM GENERAL ENGINEERING SERVICES, INC.  
INSURANCE CARRIER: SCOTTSDALE INSURANCE COMPANY  
POLICY NUMBER: BCS0022114  
POLICY PERIOD: 05/11/2011 to 05/11/2012

**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 WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO LOSS.

COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES ARE NAMED ADDITIONAL INSURED.

**Location And Description:**

PROJECT NO. C1-0624 CONSTRUCTION OF TRAFFIC SIGNAL AND LIGHTING PROJECTS AT THE INTERSECTION OF RAMONA EXPRESSWAY AND LAKEVIEW AVENUE (P11-12)

Information required to compete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

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.





Attached to and forming part of

Policy No. BCS0022114

Named Insured

PTM GENERAL ENGINEERING SERVICES, INC.

Policy Period. 05/11/2011 to 05/11/2012

Endorsement Effective Date 05-11-11

12:01 A.M., Standard Time

Agent No. 04787

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

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

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

- Additional Insured – Owners, Lessees Or Contractors- Scheduled Person Or Organization (CG 20 10).
- Additional Insured – Owners, Lessees Or Contractors- Automatic Status When Required In Construction Agreement with You (CG 20 33).
- Additional Insured – Owners, Lessees Or Contractors – Completed Operations (CG 20 37).

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

- Primary and noncontributory.
- Primary.
- Noncontributory.

<p><b>Name of Additional Insured Person(s) Or Organization(s):</b>          COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES ARE NAMED ADDITIONAL INSURED.</p>
<p><b>Location And Description:</b>          PROJECT NO. C1-0624 CONSTRUCTION OF TRAFFIC SIGNAL AND LIGHTING PROJECTS AT THE INTERSECTION OF RAMONA EXPRESSWAY AND LAKEVIEW AVENUE (P11-12)</p>

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

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

## **BLANKET ADDITIONAL INSURED ENDORSEMENT – PRIMARY**

This endorsement modifies insurance provided under the following:

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

With respects to SECTION II – LIABILITY COVERAGE only, Who is An Insured is amended to include as an additional insured any person(s) or organization(s) whom you are required to add to this policy as an additional insured under a written agreement in effect or becoming effective during the policy period.

This insurance applies only to "bodily injury" and "property damage" that occurs subsequent to execution of the written and subsequent to the issuance of a certificate of insurance including such person(s) or organization(s) as additional insured(s).

**Name of Additional Insured Person(s) Or Organization(s):**

COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES ARE NAMED ADDITIONAL INSURED.

**Location And Description:**

PROJECT NO. C1-0624 CONSTRUCTION OF TRAFFIC SIGNAL AND LIGHTING PROJECTS AT THE INTERSECTION OF RAMONA EXPRESSWAY AND LAKEVIEW AVENUE (P11-12)

The insurance provided hereby to the Additional Insured(s) is limited as follows:

1. The coverage afforded hereby to such additional insured is limited to imputed liability specifically resulting from the conduct of the Named Insured for which the additional insured was held liable.
2. The limits of insurance applicable to the insurance afforded hereby are those specified in the written agreement or in the Declarations or Schedules of this policy, whichever is less. The limits of insurance applicable to the insurance afforded hereby are not inclusive and not in addition to the limits of the insurance shown the Declarations or Schedule of this policy.
3. Any coverage provided under this endorsement for any additional insured will never be broader than coverage provided to any names insured.

Any other policy terms, conditions, limitations, exclusions, and definitions apply to this endorsement.



This endorsement effective **02/09/2011**  
forms part of Policy Number **CAA100637**  
policy effective dates **02/09/2011** to **02/09/2012**  
issued to **PTM GENERAL ENGINEERING SERVICES, INC.**  
by **REDWOOD FIRE & CASUALTY INSURANCE COMPANY**

**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

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).

### **SCHEDULE**

Name of Additional Insured Person(s) Or Organization(s):

COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES ARE NAMED ADDITIONAL INSURED.

Location And Description:

PROJECT NO. C1-0624 CONSTRUCTION OF TRAFFIC SIGNAL AND LIGHTING PROJECTS AT THE INTERSECTION OF RAMONA EXPRESSWAY AND LAKEVIEW AVENUE (P11-12)



This endorsement effective 02/09/2011,  
forms part of Policy Number CAA100637  
policy effective dates 02/09/2011 to 02/09/2012  
issued to PTM GENERAL ENGINEERING SERVICES, INC.  
by REDWOOD FIRE & CASUALTY INSURANCE COMPANY

October 17, 2011



PTM GENERAL ENGINEERING SERVICE, INC.  
5942 ACORN ST

RIVERSIDE, CA 92504-1040

Re: Barrett Business Services, Inc. ("BBSI")  
Letter of Self-Insurance for Workers' Compensation Coverage

As the named addressee of this Letter, your company's required workers' compensation coverage is provided through BBSI's state approved Self-Insured Workers' Compensation Plan by way of your co-employment contract with BBSI. BBSI's California customers can also verify BBSI's state certification at <http://www.dir.ca.gov/SIP/sip.html>; next, click on "Rosters"; then click on Private self insured employers; then scroll down to Barrett (the list is numeric by license number). Additional information is as follows:

Self Insurance Certification Number:

California:	<u>2246</u>
Oregon:	<u>1068</u>
Washington:	<u>706, 116</u>
Delaware:	<u>152</u>
Maryland:	<u>11365</u>
Colorado:	<u>463</u>

Other Comments (place an "X" if applicable):

- Waiver of Subrogation: BBSI and PTM GENERAL ENGINEERING SERVICE, INC. agree to waive their right of subrogation for the benefit of:  
County of Riverside its agents, officers and employees at Traffic Signal and Lighting project at Ramona Expwy & Lakeview Ave
- Named "Letter Holder": County of Riverside 3525 14th St Riverside, CA 92501
- Other: Coverage Effective Dates: 11/19/10 through 11/18/12; Barrett Business Services will notify County of Riverside 30 days in advance of a cancellation of coverage for PTM.

Additionally, BBSI's self-insured program is further supported by an excess workers' compensation insurance policy with National Union Fire Insurance Company of Pittsburgh, PA. Copy of certificate is available upon request.

For additional information, please contact your local BBSI office at: (909) 890-3633 .

Very truly yours,

Michael L. Elich  
President and Chief Executive Officer

BBSI Office: SAN BERNARDINO

doc: LOSI-2

**DECLARATIONS**

**COMMERCIAL EXCESS LIABILITY POLICY**

XLS0067022  
Renewal of Number



**SCOTTSDALE INSURANCE COMPANY®**

Policy Number  
XLS0074611

Home Office:  
One Nationwide Plaza Columbus, Ohio 43215  
Administrative Office:  
8877 North Gainey Center Drive Scottsdale, Arizona 85258  
1-800-423-7675  
A STOCK COMPANY

**ITEM 1. NAMED INSURED AND MAILING ADDRESS:**

FREEWAY ELECTRIC;  
(SEE SCHEDULE OF NAMED INSUREDS)  
PO BOX 7745  
RIVERSIDE CA 92503

**AGENT NAME AND ADDRESS:**

RISK PLACEMENT SERVICES, INC.  
5670 WILSHIRE BLVD STE 1200  
LOS ANGELES CA 90036-5605

Agent No. 04787 Program No. NONE

**ITEM 2. POLICY PERIOD**

From: 05-11-2011

To: 05-11-2012

12:01 A.M. Standard Time at your mailing address.

In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide you with the insurance as stated in this policy.

**ITEM 3. THE NAMED INSURED IS:**  Individual  Partnership  Corporation  Joint Venture  Other

**ITEM 4. LIMIT OF INSURANCE:**

A. Each Occurrence \$ 10,000,000  
B. Aggregate \$ 10,000,000

**ITEM 5. SCHEDULE OF CONTROLLING UNDERLYING INSURANCE:**

See Schedule of Controlling Underlying Insurance

**ITEM 6. PREMIUM COMPUTATION:**

Flat Premium \$ [REDACTED]

Subject to Adjustment:

Estimated Deposit Premium \$ \_\_\_\_\_

Estimated Exposure Base: \_\_\_\_\_

Rate: \_\_\_\_\_ Per: \_\_\_\_\_

Policy Minimum Premium \$ \_\_\_\_\_

Audit Period:  Annual  Other: WAIVED

**ITEM 7. ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION:**

See Schedule of Forms and Endorsements

THIS COMMERCIAL EXCESS LIABILITY DECLARATIONS WITH THE COVERAGE FORM AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.

**SCHEDULE OF NAMED INSUREDS**

Policy No. XLS0074611

Effective Date: 05-11-11  
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
SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy No.: XLS0074611

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

Named Insured: FREEWAY ELECTRIC;

Agent No.: 04787

Table with 3 columns: INSURER, POLICY NUMBER AND POLICY PERIOD; TYPE OF COVERAGE; APPLICABLE LIMITS. Rows include General Liability, Commercial Auto Liability, and Employer's Liability.





SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL EXCESS LIABILITY  
SUPPLEMENTARY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy No.: XLS0074611

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

Named Insured: FREEWAY ELECTRIC;

Agent No.: 04787

Type of Coverage: **EMPLOYEE BENEFITS LIABILITY**

Applicable Limits:  
\$1,000,000 EACH CLAIM  
\$1,000,000 AGGREGATE

Insurer:  
SCOTTSDALE INSURANCE COMPANY  
Policy Number: ON FILE WITH COMPANY

Policy Period: 05/11/11 to 05/11/12

Occurrence  Claims-made

Type of Coverage:

Applicable Limits:

Insurer:  
NOT APPLICABLE  
Policy Number:

Policy Period: \_\_\_\_\_ to \_\_\_\_\_

Occurrence  Claims-made

Type of Coverage:

Applicable Limits:

Insurer:  
NOT APPLICABLE  
Policy Number:

Policy Period: \_\_\_\_\_ to \_\_\_\_\_

Occurrence  Claims-made

Type of Coverage:

Applicable Limits:

Insurer:  
NOT APPLICABLE  
Policy Number:

Policy Period: \_\_\_\_\_ to \_\_\_\_\_

Occurrence  Claims-made

## COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV - Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

### SECTION I - COVERAGES

#### 1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II - Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
  - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

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.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

#### 5. Cancellation

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

#### 6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

#### 7. Maintenance Of Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

#### 8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

#### 9. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

## 11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

## 12. Transfer Of Defense

### a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

### b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

## 13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION IV - DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following Definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an "occurrence", offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
  - a. Settlements, judgments, binding arbitration; or
  - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

# Company Profile

## SCOTTSDALE INDEMNITY COMPANY

8877 NORTH GAINES CENTER DRIVE

SCOTTSDALE, AZ 85258

800-423-7675

### 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 #:	15580
NAIC Group #:	<u>0140</u>
California Company ID #:	3940-4
Date authorized in California:	May 19, 1995
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	OHIO

*Note: NAIC # w/ AM Best rating was different made phone call @ number above. Verify that Scottsdale Indemnity and Scottsdale Insurance are the same company.*

*d  
10/25/11*

### 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

### Company Complaint Information

## 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, 525 MARKET STREET SUITE 3110 SAN FRANCISCO, CA 94105  
Unable to Locate the Agent for Service of Process?

### 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

### Lines of Insurance Authorized to Transact

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

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

## Company Profile

# FIRST NATIONAL INSURANCE COMPANY OF AMERICA

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?

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### Reference Information

NAIC #:	24724
NAIC Group #:	<u>0111</u>
California Company ID #:	0978-7
Date authorized in California:	January 03, 1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WASHINGTON

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

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