

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

174
A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 16, 2012

SUBJECT: Construction of traffic signal at the intersection of Murrieta Hot Springs Road and Willows Avenue, Temecula area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one Addendum to the specifications and plans, issued prior to the June 27, 2012 bid opening.
2. Accept the low bid of Competitive Edge Electric, Inc. of Highland, CA in the amount of \$222,880.
3. Award the contract to Competitive Edge Electric, Inc. and authorize the Chairman of the Board to execute the contract documents.
4. Approve the project's proposed budget as shown on Attachment A.

Juan C. Perez
Director of Transportation and Land Management

JCP:jrj:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 222,880	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: West County DIF Signal Mitigation Fund (100%),	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds used in this project	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MARSHA L. VICTOR
DATE: 8/14/12

Departmental Concurrence

Dept't Recomm.:	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Policy
Per Exec. Ofc.:	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Policy

Prev. Agn. Ref. 6/5/2012 Item 3.62 | **District:** 3rd / 3rd | **Agenda Number:**

3.105

The Honorable Board of Supervisors

RE: Construction of traffic signal at the intersection of Murrieta Hot Springs Road and Willows Avenue, Temecula area.

August 16, 2012

Page 2 of 2

BACKGROUND:

By Minute Order dated June 5, 2012 (Agenda Item 3.62) the Board authorized the Clerk of the Board to advertise for the construction of traffic signal, lighting, and associated improvements at the intersection of Murrieta Hot Springs Road and Willows Avenue in the Temecula area.

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the specifications and special provisions. Bidders are required to acknowledge the addendum and take it into account on their Contractor's Proposal in order to be considered for award. The addendum was issued to clarify and modify the approved contract documents. The addendum is attached as Addendum No. 1.

Bids for the project were opened in the office of the Director of Transportation and Land Management at 2:00 PM, Wednesday, June 27, 2012. 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 Competitive Edge Electric, Inc. in the amount of \$222,880, which is \$11,120 (4.75%) less than the Engineer's Estimate.

The proposed traffic signal will improve safety by providing protected traffic movements and pedestrian crossings. Additionally, the storm drain inlets and median nose are being reconstructed to remove the obstruction within the proposed marked crosswalk. New ADA compliant ramps will be installed at all four curb returns of the proposed traffic signal. This project will also provide striping and signing improvements at the intersection.

Annual traffic signal operation and maintenance costs are estimated at \$5,500 for this location.

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

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.

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

The contractor is qualified to perform the work as outlined in the bid.

Project Number: C2-0128

Attachment "A"

Riverside County Transportation Department

Project: **Murrieta Hot Springs Road & Willows Avenue Traffic Signal Project**

Project No.: **C2-0128**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	1,565	435	2,000	5,000	2,000
Environmental	2,023	977	3,000	1,000	3,000
Design	33,058	942	34,000	25,000	34,000
Right-of-way	2,008	992	3,000	5,000	3,000
Utilities	594	406	1,000	5,000	1,000
Construction	1,327	222,880	224,207		
Construction Contingency 10%		22,288	22,288	265,000	279,000
Signal Pole Equipment		33,000	33,000		
Construction Engineering & Inspect 18.0%	2,341	40,118	42,459	40,000	42,000
Construction Survey 0.0%					
Totals:	42,916	322,038	364,954	346,000	364,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
369	West County DIF Signal Mitigation Fund	346,000	364,000
Totals		346,000	364,000

Comments

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFPs Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Competitive Edge Electric
Vendor/Lessor Location:	Highland, CA

Minority Status:

- M W DV None

Local Preference Applied: Yes No N/A

Local Preference Award Cost \$
(5% maximum preference)

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 222,880.00 to \$ 261,279.00
Local Bid Range: N/A
Responsive and
Responsible Bid Range: \$ 222,880.00 to \$ 261,279.00

Contract/Lease Renewals Only

Existing Agreement Items

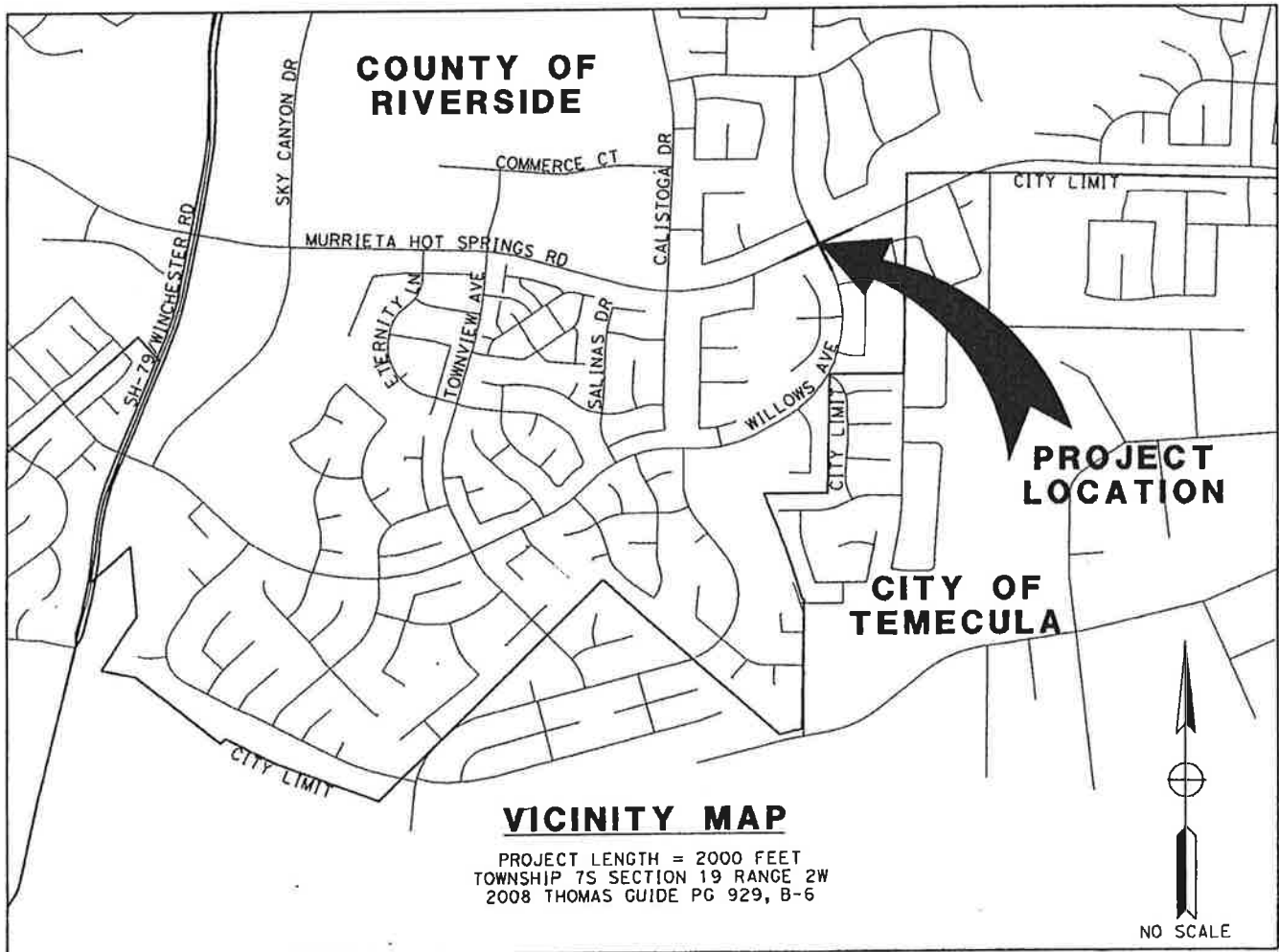
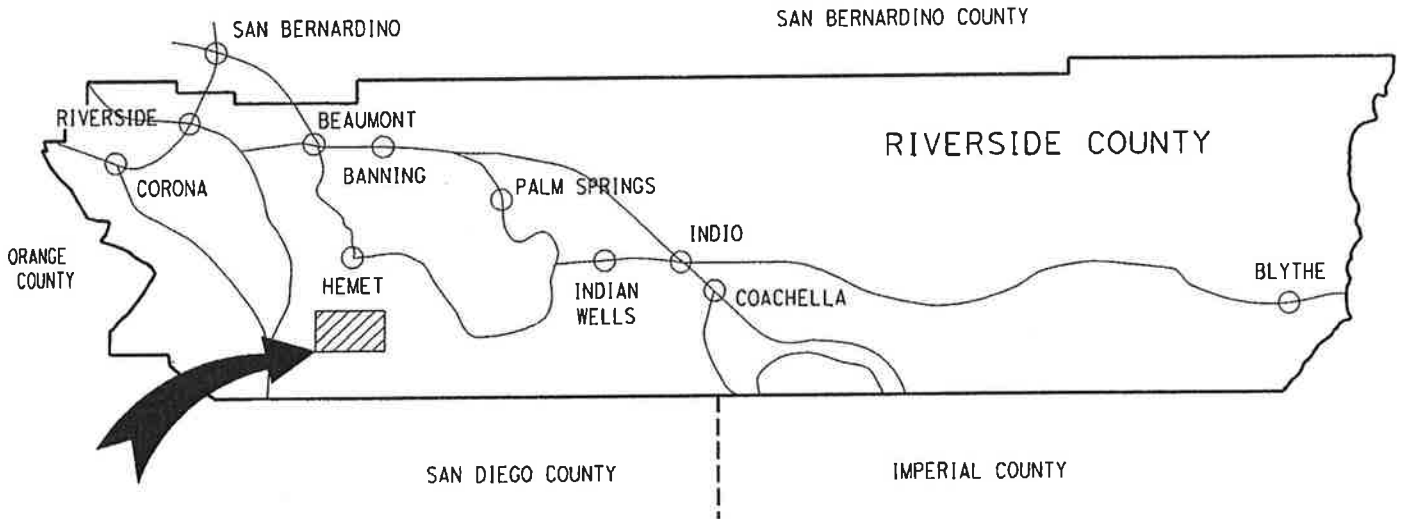
Proposed Agreement Items

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

MURRIETA HOT SPRINGS ROAD AND WILLOWS AVENUE TRAFFIC SIGNAL PROJECT



**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Traffic Signal and Lighting Project at the Intersection of
Murrieta Hot Springs Road and Willows Avenue**

Advertised: June 5, 2012 (Agenda Item: 3.62)

Addenda: 1(06/20/2012)

Bids Open: 2 pm Date: Wednesday, June 27, 2012

PROJECT NO. C2-0128

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	COUNTY'S ESTIMATE				Competitive Edge Electric Inc. Highland, CA 92346	
				QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	2,900.00	2,900.00	
2	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00	3,000.00	3,000.00	
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00	7,500.00	7,500.00	
4	160101	CLEARING AND GRUBBING	LS	1	2,500.00	2,500.00	2,500.00	2,500.00	
5	860201	SIGNAL AND LIGHTING	LS	1	155,000.00	155,000.00	128,570.00	128,570.00	
6	850014	18" REINFORCED CONCRETE PIPE	LF	12	120.00	1,440.00	350.00	4,200.00	
7	017104A	JUNCTION STRUCTURE - RCFC STD NO.2, STD DRAWING No. JS 227	EA	1	3,500.00	3,500.00	2,200.00	2,200.00	
8	000003	CONCRETE BULKHEAD - RCFC STD M816	EA	1	1,500.00	1,500.00	2,400.00	2,400.00	
9	000003	24" x 24" CATCH BASIN WITH STEEL PARKWAY GRATE	EA	1	2,500.00	2,500.00	2,500.00	2,500.00	
10	000003	GRIND AND REPLACE PAVEMENT FOR 1' WIDE SLOT PATCH	LS	1	2,000.00	2,000.00	6,000.00	6,000.00	
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	4	4,000.00	16,000.00	5,000.00	20,000.00	
12	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	40	50.00	2,000.00	25.00	1,000.00	
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	1	2,000.00	2,000.00	3,000.00	3,000.00	
14	000003	REMOVE EXISTING MEDIAN AND PAVEMENT, AND RECONSTRUCT PER DETAIL "C"	EA	2	4,000.00	8,000.00	4,500.00	9,000.00	
15	018001	FENCE	LF	56	60.00	3,360.00	55.00	3,080.00	
16	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	350	5.00	1,750.00	7.00	2,450.00	
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	3200	1.00	3,200.00	0.65	2,080.00	
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1000	5.00	5,000.00	3.80	3,800.00	
19	566011	ROADSIDE SIGN - ONE POST	EA	19	200.00	3,800.00	255.00	4,845.00	
20	000003	REMOVE AND SALVAGE ROADSIDE SIGN	EA	8	100.00	800.00	50.00	400.00	
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	130	5.00	650.00	3.50	455.00	
22	019901	DE-MOBILIZATION	EA	1	11,000.00	11,000.00	11,000.00	11,000.00	
						234,000.00		222,880.00	

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Traffic Signal and Lighting Project at the Intersection of
Murrieta Hot Springs Road and Willows Avenue**

Advertised: June 5, 2012 (Agenda Item: 3.62)
Addenda: 1/06/20/2012
Bids Open: 2 pm Date: Wednesday, June 27, 2012

PROJECT NO. C2-0128

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					Rakan Inc. Tustin, CA 92782	DBX, Inc. Temecula, CA 92590	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	900.00	900.00	250.00	250.00
2	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00	800.00	800.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,000.00	3,000.00	2,900.00	2,900.00
4	160101	CLEARING AND GRUBBING	LS	1	2,000.00	2,000.00	1,800.00	1,800.00
5	860201	SIGNAL AND LIGHTING	LS	1	160,000.00	160,000.00	134,976.00	134,976.00
6	650014	18" REINFORCED CONCRETE PIPE	LF	12	90.00	1,080.00	118.00	1,416.00
7	017104A	JUNCTION STRUCTURE - RCFC STD NO.2, STD DRAWING No. JS 227	EA	1	2,000.00	2,000.00	11,100.00	11,100.00
8	000003	CONCRETE BULKHEAD - RCFC STD M816	EA	1	1,500.00	1,500.00	1,740.00	1,740.00
9	000003	24" x 24" CATCH BASIN WITH STEEL PARKWAY GRATE	EA	1	500.00	500.00	1,600.00	1,600.00
10	000003	GRIND AND REPLACE PAVEMENT FOR 1' WIDE SLOT PATCH	LS	1	6,800.00	6,800.00	2,800.00	2,800.00
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	4	2,900.00	11,600.00	7,310.00	29,240.00
12	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	40	38.00	1,520.00	30.00	1,200.00
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	1	3,250.00	3,250.00	4,000.00	4,000.00
14	000003	REMOVE EXISTING MEDIAN AND PAVEMENT, AND RECONSTRUCT PER DETAIL "C"	EA	2	3,000.00	6,000.00	5,830.00	11,660.00
15	018001	FENCE	LF	56	50.00	2,800.00	40.00	2,240.00
16	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	350	7.70	2,695.00	7.00	2,450.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	3200	0.72	2,304.00	0.65	2,080.00
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1000	4.50	4,500.00	3.80	3,800.00
19	566011	ROADSIDE SIGN - ONE POST	EA	19	300.00	5,700.00	255.00	4,845.00
20	000003	REMOVE AND SALVAGE ROADSIDE SIGN	EA	8	59.00	472.00	50.00	400.00
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	130	3.85	500.50	3.50	455.00
22	019901	DE-MOBILIZATION	EA	1	11,000.00	11,000.00	11,000.00	11,000.00
Project Total Items 1-22						231,121.50		232,752.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Traffic Signal and Lighting Project at the Intersection of
Murrieta Hot Springs Road and Willows Avenue**

Advertised: June 5, 2012 (Agenda Item: 3.62)

Addenda: 1(06/20/2012)

Bids Open: 2 pm Date: Wednesday, June 27, 2012

PROJECT NO. C2-0128

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					Sully Miller Contracting Co. Brea, CA 92821		PTM General Engineering Riverside, CA 92504	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	086102	DUST ABATEMENT	LS	1	1,457.00	1,457.00	3,190.00	3,190.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,150.00	2,150.00	3,300.00	3,300.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,504.00	3,504.00	6,050.00	6,050.00
4	160101	CLEARING AND GRUBBING	LS	1	7,155.00	7,155.00	2,750.00	2,750.00
5	860201	SIGNAL AND LIGHTING	LS	1	144,728.00	144,728.00	145,079.00	145,079.00
6	650014	18" REINFORCED CONCRETE PIPE	LF	12	285.00	3,420.00	385.00	4,620.00
7	017104A	JUNCTION STRUCTURE - RCFC STD NO.2. STD DRAWING No. JS 227	EA	1	2,047.00	2,047.00	2,420.00	2,420.00
8	000003	CONCRETE BULKHEAD - RCFC STD M8'6"	EA	1	1,137.00	1,137.00	2,640.00	2,640.00
9	000003	24" x 24" CATCH BASIN WITH STEEL PARKWAY GRATE	EA	1	2,501.00	2,501.00	2,475.00	2,475.00
10	000003	GRIND AND REPLACE PAVEMENT FOR 1' WIDE SLOT PATCH	LS	1	4,608.00	4,608.00	6,600.00	6,600.00
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	4	6,515.00	26,060.00	5,500.00	22,000.00
12	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	40	44.60	1,784.00	27.50	1,100.00
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	1	1,902.00	1,902.00	3,300.00	3,300.00
14	000003	REMOVE EXISTING MEDIAN AND PAVEMENT, AND RECONSTRUCT PER DETAIL "C"	EA	2	2,292.00	4,584.00	4,950.00	9,900.00
15	018001	FENCE	LF	56	37.50	2,100.00	60.50	3,388.00
16	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	350	7.96	2,786.00	4.40	1,540.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	3200	0.74	2,368.00	0.38	1,216.00
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1000	4.32	4,320.00	3.41	3,410.00
19	566011	ROADSIDE SIGN - ONE POST	EA	19	290.00	5,510.00	165.00	3,135.00
20	000003	REMOVE AND SALVAGE ROADSIDE SIGN	EA	8	56.00	448.00	38.50	308.00
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	130	4.00	520.00	4.40	572.00
22	019901	DE-MOBILIZATION	EA	1	11,000.00	11,000.00	11,000.00	11,000.00
Project Total Items 1-22						236,089.00		239,993.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Traffic Signal and Lighting Project at the Intersection of
Murrieta Hot Springs Road and Willows Avenue**

Advised: June 5, 2012 (Agenda Item: 3.62)

Addenda: 1(06/20/2012)

Bids Open: 2 pm Date: Wednesday, June 27, 2012

PROJECT NO. C2-0128

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	8		9	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
						Flatiron electric Group, Inc. Chino, CA 91708	JFL Electric, Inc. Los Angeles, CA 90001	
1	066102	DUST ABATEMENT	LS	1	3,500.00	3,500.00	5,150.00	5,150.00
2	074020	WATER POLLUTION CONTROL	LS	1	1,500.00	1,500.00	1,545.00	1,545.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	7,500.00	7,500.00	9,012.50	9,012.50
4	160101	CLEARING AND GRUBBING	LS	1	20,000.00	20,000.00	6,180.00	6,180.00
5	860201	SIGNAL AND LIGHTING	LS	1	143,275.00	143,275.00	147,599.00	147,599.00
6	650014	18" REINFORCED CONCRETE PIPE	LF	12	1,535.00	18,420.00	1,545.00	18,540.00
7	017104A	JUNCTION STRUCTURE - RCFC STD NO.2, STD DRAWING No. JS 227	EA	1	3,840.00	3,840.00	4,120.00	4,120.00
8	000003	CONCRETE BULKHEAD - RCFC STD M816	EA	1	900.00	900.00	721.00	721.00
9	000003	24" x 24" CATCH BASIN WITH STEEL PARKWAY GRATE	EA	1	2,100.00	2,100.00	3,090.00	3,090.00
10	000003	GRIND AND REPLACE PAVEMENT FOR 1' WIDE SLOT PATCH	LS	1	2,950.00	2,950.00	2,575.00	2,575.00
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	4	3,600.00	14,400.00	3,656.50	14,626.00
12	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	40	50.00	2,000.00	46.35	1,854.00
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	1	1,980.00	1,980.00	2,060.00	2,060.00
14	000003	REMOVE EXISTING MEDIAN AND PAVEMENT, AND RECONSTRUCT PER DETAIL "C"	EA	2	6,490.00	12,980.00	6,180.00	12,360.00
15	018001	FENCE	LF	56	35.00	1,960.00	51.50	2,884.00
16	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	350	5.00	1,750.00	6.70	2,345.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	3200	0.50	1,600.00	0.98	3,136.00
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1000	4.00	4,000.00	5.40	5,400.00
19	566011	ROADSIDE SIGN - ONE POST	EA	19	170.00	3,230.00	278.10	5,283.90
20	000003	REMOVE AND SALVAGE ROADSIDE SIGN	EA	8	50.00	400.00	82.40	659.20
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	130	5.00	650.00	8.76	1,138.80
22	019901	DE-MOBILIZATION	EA	1	11,000.00	11,000.00	11,000.00	11,000.00
		Project Total Items 1-22				259,935.00		261,279.40



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Director of Transportation

Transportation Department

ADDENDUM NUMBER 1

Dated June 20, 2012

to the
Specifications and Contract Documents
for the construction of

Traffic Signal and Lighting Project
At the intersection of
Murrieta Hot Springs Road and Willows Avenue

Project No. C2-0128

Bids Due: Wednesday, June 27, 2012; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Proposal. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

http://www.rctlma.org/trans/con_bid_advertisements.html

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Additional Insurance-Hold Harmless.

The following Special Provisions are added and made part hereof:

ADDITIONAL INSURANCE-HOLD HARMLESS:

In addition to the requirements of Section 18, "Insurance – Hold Harmless" in General Condition section of the contract documents, the Contractor's Certificate of Insurance and endorsements for the project shall name **the Riverside County Flood Control and Water Conservation District (RCFC&WCD), its officers, directors, employees and agents** as additional insured under the Contractor's general liability, excess liability and auto liability insurance policies and on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

Full compensation for compliance with the requirements of this Section shall be considered as included in the various items of work and no additional compensation will be allowed therefore.

**Item 2: Riverside County Flood Control and Water Conservation District
(RCFC&WCD) Encroachment Permit.**

The following Encroachment Permit is added to the Contract Documents and made part hereof:

RCFC&WCD ENCROACHMENT PERMIT

RCFC&WCD Permit No. 7-0-00031-3346 is attached to this addendum as Attachment "A". Contractor must comply with the requirements of this non-fee encroachment permit. This permit was obtained for the work required to connect 18" diameter RCP catch basin pipe to Murrieta Hot Springs Road Line A Storm Drain and associated work.

See Attachment "A" (RCFC&WCD Permit)

This addendum has been prepared under the direction of the following registered Civil Engineer:

Recommended by:



Dowling Tsai, PE
County Project Manager



Concurrence:



Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ **Date:** _____
(Contractor)

JRJ:jrj:sb

No. 7-0-00031-3346

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

ENCROACHMENT PERMIT

Riverside County Transportation Department
3525 14th Street
Riverside, CA 92501

Attention: Brett Craig

May 9, 20¹²

In compliance with your request of May 9, 20¹² and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form

PERMISSION IS HEREBY GRANTED TO

Connect an 18" diameter RCP catch basin pipe to Murrieta Hot Springs Road Line A Storm Drain at Station 84+42.60 by constructing a junction Structure No. 4 (Standard Drawing No. JS229) as shown on Sheet No. L-1 of the Murrieta Hot Springs Road and Willows Avenue Traffic Signal Plans prepared by Riverside County Transportation and dated May 8, 2012. This catch basin connector pipe will replace the existing catch basin connector pipe at Station 84+32.60 that will be bulk-headed. The catch basin relocation is required for the Murrieta Hot Springs Road street improvements.

All construction shall be performed in accordance with the appropriate provisions of the Standard Specifications for Public Works Construction, latest edition, unless otherwise stated below.

Prior to the issuance of the encroachment permit, the applicant or the contractor performing the work shall furnish a certificate of insurance specifying comprehensive liability limits of \$2,000,000 per occurrence and \$2,000,000 general aggregate

This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby. Performance of the work shall be deemed to be acceptance by the Permittee of all terms and conditions of this permit.

The permit shall be voided unless work herein contemplated shall have been completed before

October 31, 20¹²
7-312

3

Drawing No(s) _____ Sheet(s) _____

RECOMMENDED FOR APPROVAL:

APPROVED:

By Ed Lotz
ED LOTZ
PERMIT ENGINEER

By Steve Thomas
FOR WARREN D. WILLIAMS
GENERAL MANAGER-CHIEF ENGINEER

Zully Smith
By Zully Smith
ZULLY SMITH

EWL:rlp CHIEF OF OPERATIONS AND MAINTENANCE

GENERAL PROVISIONS

1. ACCEPTANCE OF PROVISIONS. It is understood and agreed by the Permittee that the performance of any work authorized under this permit shall constitute an acceptance of the provisions contained herein, and failure to comply with said provisions shall result in revocation of this permit by the Riverside County Flood Control and Water Conservation District.
2. NO PRECEDENT ESTABLISHED. This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of the expediency of permitting any certain kind of encroachment to be erected within right-of-way of the Riverside Flood Control and Water Conservation District.
3. KEEP PERMIT ON WORK. This permit shall be kept at the site of the work and must be shown to any representative of the Riverside County Flood Control and Water Conservation District upon request.
4. PERMITS FROM OTHER AGENCIES. The party or parties to whom this permit is issued shall, whenever the same is required by law, secure the written order or consent to any work hereunder from the Public Utilities Commission of the State of California or any other public Board having jurisdiction, and this permit shall be suspended in operation unless and until such order or consent is obtained.
5. CLEAN UP RIGHT OF WAY. Upon completion of the work, all brush, timber, scraps and material shall be entirely removed and the right-of-way left in as presentable condition as before work started.
6. STANDARDS OF CONSTRUCTION. All work shall conform to recognized standards of construction.
7. SUPERVISION OF GRANTOR. All the work shall be done subject to the supervision of, and to the satisfaction of, the Riverside County Flood Control and Water Conservation District.
8. FUTURE MOVING OF INSTALLATION. It is understood by the Permittee that whenever construction, reconstruction or maintenance work on the right-of-way may require the installation provided for herein shall, upon request of the Riverside County Flood Control and Water Conservation District, be immediately moved by, and at the sole expense of, the Permittee.
9. LIABILITY FOR DAMAGES. The Permittee shall indemnify and hold the Riverside County Flood Control and Water Conservation District, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Permittee, its officers, agents, employees, subcontractors, independent contractors, guests and invitees, for property damage, bodily injury or death or any other element of damage of any kind or nature related to or in anywise connected with or arising from the Permittee's use of the premises, including, but not limited to, the construction, operation and maintenance of the installation provided for herein on the District's right-of-way or any such claims that may arise out of the failure of such installation, the condition thereof or the obligations to be performed by the Permittee herein. The Permittee shall defend, at its expense, including attorney's fees, the Riverside County Flood Control and Water Conservation District, its officers, agents, employees and independent contractors, in any claim or legal action based upon such alleged acts or omissions.
10. SURVEY MONUMENTS. Riverside county Flood Control and Water Conservation District monuments and/or right-of-way markers placed for the convenience of the Permittee and monuments or right-of-way markers destroyed or requiring placement during or after completion of the work shall be done by the Riverside County Flood Control and Water Conservation District's survey crews and the Permittee shall pay to the Riverside County Flood Control and Water Conservation District any and all costs incurred in the placement or replacement of District monuments and/or right-of-way markers within 30 days of billing from the Riverside County Flood Control and Water Conservation District.
11. MAKING REPAIRS. The Permittee shall replace and restore the right-of-way at the place of the excavation to its condition prior to the making of the excavation.
12. CARE OF DRAINAGE. If the work herein contemplated shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it as may be directed by the grantor.
13. MAINTENANCE. The Permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the right-of-way and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the right-of-way as a result of the work done under this permit, including any and all injury to the right-of-way which would not have occurred had such work not been done or such encroachment not placed therein.
14. PERFORMANCE WARRANTY. Bond may be required of the Permittee whenever in the judgment of the Riverside County Flood Control and Water Conservation district; it becomes necessary or advisable to guarantee performance.
15. DURATION. This permit may be cancelled by the Riverside County flood Control and Water Conservation District upon thirty days written notice to Permittee

SPECIAL PROVISIONS

1. INSPECTION FEE REQUIRED BY GRANTOR. The Permittee shall deposit a sum in the amount of \$_____ with the Riverside County Flood Control and Water Conservation District at least five working days prior to the anticipated start of work covered by this permit. Said amount is to cover the estimated cost of inspection, investigation, testing, etc., by the District of the work proposed under the permit.
2. NOTICE OF BEGINNING OF WORK. The Permittee shall advise the Chief Engineer in writing of the anticipated start of work covered by this permit. Said notice shall be delivered to the office of the Riverside County Flood Control and Water Conservation District at least five working days prior to the start of work.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 ENCROACHMENT PERMIT
 PAGE 2

Riverside County Transportation Department
 Encroachment Permit No. 7-0-00031-3346
 May 9, 2012

The applicant, the District, the County of Riverside and any municipal corporation, within which the work is to be performed shall each be named as an additional insured. Alternatively, comprehensive liability limits shall be \$1,000,000 per occurrence, with \$2,000,000 general aggregate and a minimum of \$2,000,000 excess liability. This insurance shall remain in effect for the duration of the work. Please reference the encroachment permit number (shown on your receipt for the initial deposit) on the certificate of insurance.

Permittee's attention is called to all General and Special Provisions found on the reverse side of Sheet 1 of this permit.

The District requires five (5) days written notice prior to commencing work. Notice shall be given by contacting the Permit Section at 951.955.1266 and submitting the completed attached Construction Starting Notice to the District.

In the event Permittee or contractor fails to give proper notice before starting work, Permittee's contractor shall be required to remove the backfill for inspection and/or reconstruction of the work described in this permit, as directed by District's Permit Engineer. In addition, after any period of inactivity of three (3) working days or longer, the Permittee will again be required to notify the District at least one working day in advance of the resumption of work. Failure to properly notify the District could result in the permit being revoked.

Within 10 working days after completing construction, the Permittee shall fill out the attached Construction Completion Notice and submit it to the District. The District must receive the Construction Completion Notice before acceptance of the work authorized by this permit and before a refund of unused funds can be processed.

The Permittee shall accept full responsibility for obtaining any permits necessary to perform the proposed work and for complying with all terms and conditions of these permits and all Federal, State and County environmental laws.

NPDES COMPLIANCE

NPDES REQUIREMENTS: Encroachment permit applications associated with new or redevelopment projects proposing to discharge stormwater or non-stormwater into District facilities must identify the structural and non-structural Best Management Practices (BMPs) to mitigate water quality impacts from the proposed project.

- a. ENCROACHMENT PERMITS WITHIN THE SANTA ANA OR SANTA MARGARITA WATERSHEDS: Projects within the Santa Margarita and Santa Ana watershed regions of Riverside County must meet the requirements of Section 6 of the Riverside County Drainage Area Management Plan (DAMP) for the Santa Margarita and Santa Ana watershed region of Riverside County (SA/SM DAMP).

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
ENCROACHMENT PERMIT
PAGE 3

Riverside County Transportation Department
Encroachment Permit No. 7-0-00031-3346
May 9, 2012

Encroachment permit applications for projects that meet the definition of new development or significant redevelopment per Section 6 of the SA/SM DAMP may demonstrate compliance by providing proof of completion of a project-specific Water Quality Management Plan (WQMP). Projects that do not meet the definition of new development or significant redevelopment per Section 6 of the SA/SM DAMP must demonstrate compliance with the structural and non-structural BMP requirements specified for other development projects per the requirements of Section 64.4 of the SA/SM DAMP. Submittal of plans identifying the location of post-construction BMPs can be used to demonstrate compliance with this requirement.

Encroachment permit applicants not associated with new or redevelopment projects who discharge stormwater or non-stormwater to District facilities must identify the necessary structural and non-structural BMPs to mitigate water quality impacts from the proposed project. The applicant must complete the Application for Third-Party Discharge to RCFC&WCD Facilities. The application form is available on-line at <http://rcflood.org/downloads/NPDES/3rd-partyConnectionProcOnlineForm.pdf>. It may be advisable to contact the NPDES representative listed on the form to determine what, if any, water quality sampling data may be needed to process the application.

Discharges to the District's stormwater facilities are regulated pursuant to the Federal Clean Water Act (CWA), the State Porter-Cologne Water Quality Control Act (WQCA) and local ordinances. **Any discharge containing pollutants or that is not entirely composed of stormwater is expressly prohibited unless the discharge is: 1) specifically exempted by law or regulation; 2) authorized by a National Pollutant Discharge Elimination System (NPDES) Permit; or 3) authorized by Waste Discharge Requirements (WDR) or a waiver thereof.** By accepting this Encroachment Permit, the Permittee warrants that he shall at all times remain fully informed of and comply with the applicable provisions of the CWA, WQCA, Code of Federal Regulations, California Water Code, local ordinances, and any applicable NPDES Permit(s), WDRs or waivers thereof. A general permit for discharges shall be obtained from the State Water Resources Control Board or Regional Water Quality Control Board as applicable for discharges of storm water associated with construction activity.

The District may, at any time, require the Permittee to provide evidence showing the proposed discharge is duly authorized by law, regulation or permit. Such evidence includes, but is not limited to, an individual NPDES Permit, a Waste Discharge Identification letter, a WDR or waiver thereof or other evidence satisfactory to the District.

The Permittee shall be solely responsible for all penalties and any liability provided by law resulting from Permittee's failure to comply with the requirements of any applicable NPDES Permit, WDR or waiver thereof. For the purposes of this paragraph, penalties and liabilities include, but are not limited to, fines, civil penalties and other damages, whether assessed against the District, Contractor, Permittee or their successors in interest, including those levied under the CWA, WQCA or local ordinance.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
ENCROACHMENT PERMIT
PAGE 4

Riverside County Transportation Department
Encroachment Permit No. 7-0-00031-3346
May 9, 2012

MATERIALS AND METHODS

1. Concrete Pipe - Pipe materials, manufacture and quality shall conform to ASTM Designation: C76. Minimum size shall be 18-inch inside diameter. All RCP shall be minimum 1500 D. Pipe shall be laid in a trench free of ponded water in conformance with Section 306-1.2.4, of the Standard Specifications for Public Works Construction.
2. Concrete Pipe Sack and Patch - The Permittee shall submit photos of the interior finished connection of the storm drain connection to the mainline storm drain to verify that the connection has been adequately sacked and patched before the connection is approved by the District.

SEASONAL CONSTRAINTS

This construction shall not be allowed between October 31st and March 31st without the explicit permission of the District's Chief Engineer. If construction is allowed during this period, it must be started and completed during a clear weather forecast for the scheduled duration of construction that is approved by the District prior to start of construction.

CONSTRUCTION STARTING NOTICE

TO: Ed Lotz
Permit Engineer
Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501

Work authorized under Encroachment Permit No. _____ is scheduled to begin on
_____ (date) at approximately _____ (time) (a.m. / p.m.). In the event construction
cannot start as proposed, we will notify the Riverside County Flood Control District of the starting time
prior to the date shown above.

Remarks: _____

(Company and Telephone)

(Print Name and Signature)

CUT AND RETURN UPPER PART BEFORE CONSTRUCTION
CUT AND RETURN LOWER PART AFTER COMPLETION

CONSTRUCTION COMPLETION NOTICE

TO: Ed Lotz
Permit Engineer
Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501

Work authorized under Encroachment Permit No. _____ on _____ (date issued)
was completed on _____ (date) in accordance with the permit conditions.

Remarks: _____

(Company and Telephone)

(Print Name and Signature)

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 **Competitive Edge Electric, Inc.** hereafter called "Contractor".

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Traffic Signal and Lighting Project at the Intersection of Murrieta Hot Springs Road and Willows Avenue, Project No. C2-0128**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda No. (1). (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

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

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

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

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

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

**TRAFFIC SIGNAL AND LIGHTING PROJECT
AT THE INTERSECTION OF
MURRIETA HOT SPRINGS ROAD AND WILLOWS AVENUE**

PROJECT No. C2-0128

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	2,900.00	2,900.00
2	074020	WATER POLLUTION CONTROL	LS	1	3,000.00	3,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	7,500.00	7,500.00
4	160101	CLEARING AND GRUBBING	LS	1	2,500.00	2,500.00
5	860201	SIGNAL AND LIGHTING	LS	1	128,570.00	128,570.00
6	650014	18" REINFORCED CONCRETE PIPE	LF	12	350.00	4,200.00
7	017104A	JUNCTION STRUCTURE - RCFC STD NO.2, STD DRAWING No. JS 227	EA	1	2,200.00	2,200.00
8	000003	CONCRETE BULKHEAD - RCFC STD M816	EA	1	2,400.00	2,400.00
9	000003	24" x 24" CATCH BASIN WITH STEEL PARKWAY GRATE	EA	1	2,500.00	2,500.00
10	000003	GRIND AND REPLACE PAVEMENT FOR 1' WIDE SLOT PATCH	LS	1	6,000.00	6,000.00
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	4	5,000.00	20,000.00
12	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	40	25.00	1,000.00
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	1	3,000.00	3,000.00
14	000003	REMOVE EXISTING MEDIAN AND PAVEMENT, AND RECONSTRUCT PER DETAIL "C"	EA	2	4,500.00	9,000.00
15	018001	FENCE	LF	56	55.00	3,080.00
16	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	350	7.00	2,450.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	3,200	0.65	2,080.00
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,000	3.80	3,800.00
19	566011	ROADSIDE SIGN - ONE POST	EA	19	255.00	4,845.00
20	000003	REMOVE AND SALVAGE ROADSIDE SIGN	EA	8	50.00	400.00
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	130	3.50	455.00
22	019901	DE-MOBILIZATION	EA	1	11,000.00	11,000.00

PROJECT TOTAL: Two hundred twenty two thousand, eight hundred eighty dollars and zero cents **\$222,880.00**
ITEMS 1-22 "WORDS"

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

COUNTY OF RIVERSIDE

COMPETITIVE EDGE ELECTRIC, INC.

BY _____
Chairman, Board of Supervisors

BY *[Signature]*

Dated _____

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

ATTEST:
Kecia Harper-Ihem, Clerk of the Board

ATTEST:
Michelle A. Eddy

BY _____
Deputy

TITLE: *Receptionist/spouse*

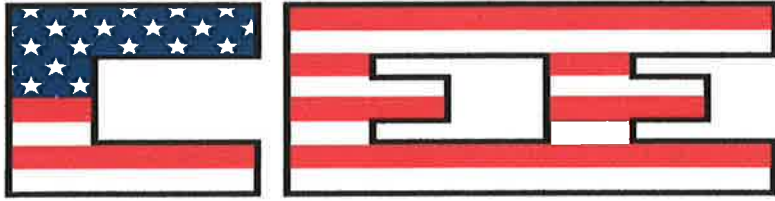
Licensed in accordance with an act providing for the registration of Contractors,

License No. *903142*

Federal Employer Identification Number:
26-2465927

BY _____
"County"
(Seal)

"Corporation"
(Seal)




Competitive Edge Electric Inc.

Lic# 903142

I, Nick Eddy president of Competitive Edge Electric, Inc. am authorized to sign all contract and change order documents.



Nick Eddy



Date

PERFORMANCE BOND

Recitals:

1. **COMPETITIVE EDGE ELECTRIC, INC.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Traffic Signal and Lighting Project at the Intersection of Murrieta Hot Springs Road and Willows Avenue, Project No. C2-0128**
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 \$ **222,880.00 (Two hundred twenty two thousand, eight hundred eighty 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 for each party. All signatures must be acknowledged. (Attach acknowledgements).

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **COMPETITIVE EDGE ELECTRIC, 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 \$ **222,880.00 (Two hundred twenty two thousand, eight hundred eighty 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 **Traffic Signal and Lighting Project at the Intersection of Murrieta Hot Springs Road and Willows Avenue, Project No. C2-0128**

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

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

PERFORMANCE BOND

BOND NO. PB02497500016
PREMIUM: \$4,343.00

Recitals:

1. COMPETITIVE EDGE ELECTRIC, INC. (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as Traffic Signal and Lighting Project at the Intersection of Murrieta Hot Springs Road and Willows Avenue, Project No. C2-0128
2. (*) _____, a PENNSYLVANIA corporation (Surety), is the Surety under this Bond.
(*) PHILADELPHIA INDEMNITY INSURANCE COMPANY

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 \$ 222,880.00 (Two hundred twenty two thousand, eight hundred eighty 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 JULY 12, 2012

COMPETITIVE EDGE ELECTRIC, INC.
By [Signature]
NICK A. EDDY

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By [Signature]

By _____

Type Name D.J. PICARD

Its Attorney in Fact
"Surety"

Title PRESIDENT
"Contractor"

(Corporate Seal)

(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of ORANGE

On JULY 12, 2012
Date

before me, D.J. PICARD, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared NICK A. EDDY

Name(s) of Signer(s)



Place Notary Seal Above

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 of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND

Document Date: JULY 12, 2012

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: NICK A. EDDY

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:
COMPETITIVE EDGE
ELECTRIC, INC.

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of ORANGE

On JULY 12, 2012 before me, CHERYL L. THOMAS, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared D.J. PICARD
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 Cheryl L. Thomas
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: PERFORMANCE BOND

Document Date: JULY 12, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: D.J. PICARD

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



Signer Is Representing:
PHILADELPHIA
INDEMNITY INSURANCE
COMPANY

Signer's Name: _____

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



Signer Is Representing:

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100

Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **TODD M. ROHM, CHERYL L. THOMAS, D.J. PICARD AND BEATA A. SENSI OF ROHM INSURANCE AGENCY**

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 11th day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 18TH DAY OF JULY, 2011.

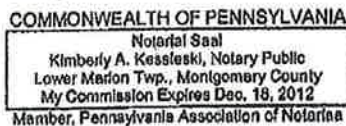


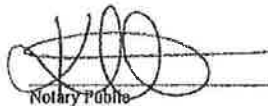


President

Christopher J. Maguire
President Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation.

On this 18TH day of July 2011, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY 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.






Notary Public

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 18TH day of July 2011 are true and correct and are still in full force and effect. I do further certify that Christopher J. Maguire, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12TH day of JULY 2012.



Craig P. Keller
Executive Vice President, Chief Financial Officer & Secretary

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **COMPETITIVE EDGE ELECTRIC, INC.**, as Principal and Original Contractor and PHILADELPHIA INDEMNITY 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 \$ **222,880.00 (Two hundred twenty two thousand, eight hundred eighty 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 **Traffic Signal and Lighting Project at the Intersection of Murrieta Hot Springs Road and Willows Avenue, Project No. C2-0128**

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

DATED: JULY 12, 2012

COMPETITIVE EDGE ELECTRIC, INC.

Original Contractor - Principal

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Surety

By [Signature]

By [Signature]

D.J. PICARD Its Attorney In Fact

Title NICK A. EDDY, PRESIDENT

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA

COUNTY OF ORANGE

} ss. SURETY'S ACKNOWLEDGEMENT

On JULY 12, 2012 before me, CHERYL L. THOMAS, NOTARY PUBLIC personally appeared, D.J. PICARD, 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]
Signature of Notary Public
CHERYL L. THOMAS



Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of ORANGE

On JULY 12, 2012 before me, D.J. PICARD, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared NICK A. EDDY

Name(s) of Signer(s)



Place Notary Seal Above

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 of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PAYMENT BOND

Document Date: JULY 12, 2012

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: NICK A. EDDY

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:
COMPETITIVE EDGE
ELECTRIC, INC.

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

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FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 18TH DAY OF JULY, 2011.

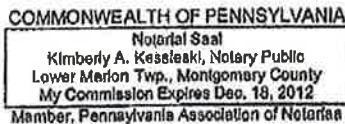


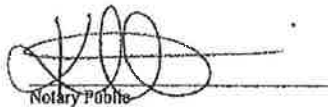


President

Christopher J. Maguire
President Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation.

On this 18TH day of July 2011, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY 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.





Notary Public

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 18TH day of July 2011 are true and correct and are still in full force and effect. I do further certify that Christopher J. Maguire, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12TH day of JULY 2012.



Craig P. Keller
Executive Vice President, Chief Financial Officer & Secretary

Company Profile

PHILADELPHIA INDEMNITY INSURANCE COMPANY

ONE BALA PLAZA SUITE 100
BALA CYNWYD, PA 19004
800-564-7766

Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES,
CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	18058
NAIC Group #:	<u>3098</u>
California Company ID #:	3576-6
Date authorized in California:	January 27, 1993
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

Lines of Insurance Authorized to Transact

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

AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY



CERTIFICATE OF LIABILITY INSURANCE

COMPED1

OP ID: BS

DATE (MM/DD/YYYY)

08/01/12

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).

PRODUCER Rohm Insurance Agency 26 Plaza Square, Suite 200 Orange, CA 92866	714-516-2960	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Scottsdale Insurance Company	NAIC # 41297
		INSURER B: Peerless Insurance Company	24198
		INSURER C: Everest National Insurance Co.	10120
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Competitive Edge Electric, Inc
29182 Lake View Lane
Highland, CA 92346

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

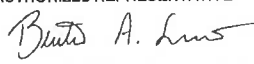
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		BCS0027692	05/01/12	05/01/13	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY	X		BA8647264	05/01/12	05/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB	X		XLS0081762	05/01/12	05/01/13	EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB						AGGREGATE	\$ 2,000,000
	DED							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	7600009044121	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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 & REPS, RIVERSIDE COUNTY FLOOD & WATER CONSERVATION DISTRICT (RCFC&WD), ITS OFFICERS, DIRECTORS, EMPLOYEES & AGENTS ARE NAMED A/ RE GL, AUTO & EXCESS RE TRAFFIC SIGNAL & LIGHTING PROJ, MURRIETA HOT SPRINGS RD/WILLOWS AVE, PROJ #C2-0128.WC WAIVER OF SUBRO APPLY

CERTIFICATE HOLDER

CANCELLATION

RIVERC4 COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT 14TH ST. TRANSPORTATION ANNEX 3525 14TH STREET RIVERSIDE, CA 92501	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 

© 1988-2010 ACORD CORPORATION. All rights reserved.

INSURED: Competitive Edge Electric, Inc
 POLICY NUMBER: BCS0027692
 POLICY TERM: 05/01/12 TO 05/01/13

COMMERCIAL GENERAL LIABILITY
 CG 20 33 07 04

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 Person(s) Or Organization(s):	Location And Description Of Covered Operations
BLANKET PER WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- 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", "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.



INSURED: Competitive Edge Electric, Inc
POLICY NUMBER: BCS0027692
POLICY TERM: 05/01/12 TO 05/01/13

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

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 Person(s) Or Organization(s):	Location And Description Of Covered Operations
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	ALL LOCATIONS
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".



COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

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

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

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

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


Authorized Signature

7/30/12
Date

SECTION III – PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.
- b. The most we will pay for "loss" in any one "accident" is the smallest of:
 - (1) \$50,000
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

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

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

7. Lease Gap Coverage

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

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

B. EXCLUSIONS

The following is added to Paragraph 3

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

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Equipment designed or used for the detection or location of radar.
 - c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

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

D. DEDUCTIBLE

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

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

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

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

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

The following is added to 5.

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

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

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

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

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

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

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

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

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

Endorsement Effective: **04/01/2012**

Policy No. **7600009044121**

Endorsement No. **001**

Insured: **Competitive Edge Electric, Inc**

Premium \$ **INCL.**

Insurance Company: **Everest National Insurance Company**

Countersigned By: 



July 30, 2012

Attn: Joel Jimenez
County of Riverside
Transportation Department
14th Street Transportation Annex
3525 14th Street
Riverside, CA 92501

Re: Competitive Edge Electric, Inc.
Excess Policy
Scottsdale Insurance Company
Policy # XLS0081762
Effective: 05/01/12 to 05/01/13
Project No. C2-0128

Dear Mr. Jimenez:

This is to confirm that the policy listed above is an Excess Follows - Form policy.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Rohm Insurance Agency


Cathy Kennedy

Enclosures

surety bonds and insurance advisors

26 Plaza Square, Suite 200 • Orange, CA 92866 • (714) 516-2960 • Fax (714) 516-2965
License No. OC 32148



Company Profile

SCOTTSDALE INDEMNITY COMPANY
 8877 NORTH GAINES CENTER DRIVE
 SCOTTSDALE, AZ 85258
 800-423-7675

Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET 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

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

PEERLESS INSURANCE COMPANY

175 BERKELEY STREET

BOSTON, MA 02116

800-262-8238

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833-3505

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	24198
NAIC Group #:	<u>0111</u>
California Company ID #:	1234-4
Date authorized in California:	June 12, 1939
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

Lines of Insurance Authorized to Transact

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

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

Company Profile

EVEREST NATIONAL INSURANCE COMPANY
477 MARTINSVILLE ROAD
LIBERTY CORNER, NJ 07938-0830
800-438-4375

Former Names for Company

Old Name: PRUDENTIAL NATIONAL INSURANCE COMPANY	Effective Date: 06-17-1996
Old Name: DRYDEN GUARANTY INSURANCE COMPANY	Effective Date: 10-20-1993

Agent for Service of Process

NANCY CARAVACA, 1111 BROADWAY SUITE 2050 OAKLAND, CA 94607
 Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	10120
NAIC Group #:	<u>1120</u>
California Company ID #:	3138-5
Date authorized in California:	March 02, 1988
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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](#).

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 ✓WORKERS' COMPENSATION