

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

917A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
June 19, 2014

**SUBJECT:** Modification of an Existing Traffic Signal at the Intersection of Cajalco Road and Clark Street in the Mead Valley Area. District1/District1; [\$121,500]; Local Funds 100%

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

1. Approve one addendum to the plans and specifications issued prior to the April 30, 2014, bid opening; and
2. Accept the low bid of Elecnor Belco Electric, Inc. of Chino, CA in the amount of \$121,500; and
3. Award the contract to Elecnor Belco Electric, Inc. and authorize the Chairman of the Board to execute the contract documents.

JCP:rrj:rr

*Patricia Romo*  
Patricia Romo

Juan C. Perez, Director of Transportation and Land Management

Assistant Director of Transportation

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 121,500	\$ 0	\$ 121,500	\$ 5,500	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> West County DIF Signal Mitigation Fund (100%). There are no General Funds used in this project.				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2014/2015	

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

APPROVE

BY:

*Tina Grande*  
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
 BY: *Y. Garcia*  
 DATE: 6/23/14  
 MARSHAL VICTOR  
 Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 04/08/14, Item 3-33

District: 1/1

Agenda Number:

3-64

**DATE:** June 19, 2014

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

By Minute Order dated April 8, 2014 (Agenda Item 3-33), the Board of Supervisors authorized the Clerk of the Board to advertise for the modification of an existing traffic signal at the intersection of Cajalco Road and Clark Street in the Mead Valley area.

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the plans and specifications. Bidders are required to acknowledge and take into account all issued addenda 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.

Seven bids were received on April 30, 2014, ranging from \$121,500 to \$162,261. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Elecnor Belco Electric, Inc. of Chino, CA in the amount of \$121,500, which is \$5,500 (4.7%) higher than the Engineer's Estimate. The bid received from Elecnor is within the bid target range set forth for this project.

The construction duration set for this project is approximately one-and-a-half months, and construction is anticipated to be completed by September 2014.

Project costs are estimated to finish within the existing project budget as shown on Attachment "A."

The contractor is qualified to perform the work as outlined in the bid, has executed the Contract, and has provided bonds and insurance documents, which meet the requirements of the Contract.

Project No.: C3-0093

**Impact on Residents and Businesses**

This intersection serves as a path to Mead Valley Community Center, Manuel L. Real Elementary School, and Tomas Rivera Middle School located approximately 0.5 mile north of the intersection. The proposed protected-permissive traffic signal phasing on Clark Street will provide the standard green left turn signals for left turns, and it allows left turns during solid green when there are adequate gaps in opposing traffic to complete left turns safely. It is designed to minimize traffic delays.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The Contract is recommended to be awarded to Elecnor Belco Electric, Inc. for the total amount of \$121,500. The construction will be funded with West County Development Impact Fee (DIF) Signal Mitigation Fund. The DIF program, which is governed under Ordinance 659, allows for the use of DIF funds for traffic signal facilities.

Annual traffic signal maintenance costs are estimated at \$5,500 to be funded by Gas Tax.

There are no General Funds used in this project.

**Contract History and Price Reasonableness**

N/A

# Attachment "A"

Riverside County Transportation Department

Project: **Cajalco Road and Clark Street Traffic Signal Modification**

Project No.(s) **C3-0093**

### Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental	1,122	378	1,500	1,000
Design	28,714	1,286	30,000	25,000
Right-of-way				
Utilities				
Construction		121,500	121,500	205,000
Construction Contingency 10%		12,150	12,150	
Construction Engineering & Inspection 15%	2,907	15,318	18,225	30,000
Construction Survey 5%		6,075	6,075	10,000
<b>Totals:</b>	<b>32,743</b>	<b>156,707</b>	<b>189,450</b>	<b>271,000</b>

### Project Funding

Code	Name	Existing Budget
369	West County DIF Signal Mitigation Fund	271,000
<b>Totals</b>		<b>271,000</b>

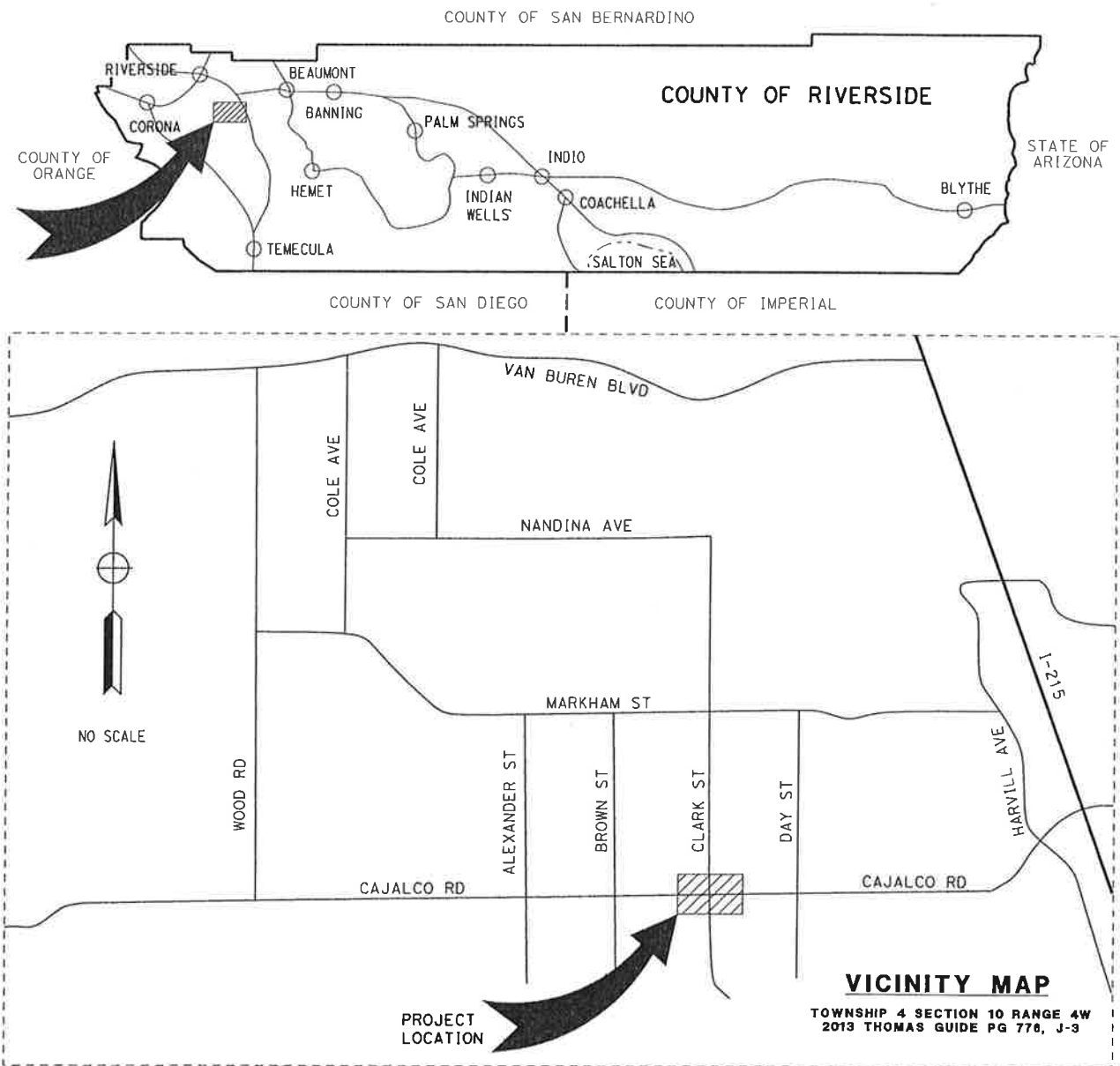
### Comments

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

CAJALCO ROAD  
AND  
CLARK STREET

TRAFFIC SIGNAL MODIFICATION PROJECT  
MEAD VALLEY AREA

PROJECT NO. C3-0093



## Form 11 Attachment

### Contract/Lease/Purchase Summary Data

**Contract (for Services)**

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

**Lease**

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

**Purchase (for Materials)**

- Sole Source
- Other than Low Bid
- Change Order

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

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

<b>Vendor/Lessor Name:</b>	Elecnor Belco Electric, Inc.
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**Minority Status:**

- M     W     DV     None

<b>Vendor/Lessor Location:</b>	Chino, CA
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**Local Preference Applied:**     Yes     No     N/A

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

**Local Preference FYTD: Cost \$**

**# of Orders**

**Applicable Board Policy #**

**Comments:**

**RFQ/RFP Process:**

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

**Bidding Process:**

Bid Range:                                    \$121,500.00 to \$162,261.00  
Local Bid Range:                                N/A  
Responsive and  
Responsible Bid Range:                        \$121,500.00 to \$162,261.00

**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: Cajalco Road and Clark Street  
Traffic Signal Modification Project  
Mead Valley Area**

Advertised: April 08, 2014 (Agenda Item: 3-33)  
Addenda: 1 (4/24/2014)

Bids Open: 2 pm Date: Wednesday, April 30, 2014

PROJECT No. C3-0093

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			Elecnor Belco Electric, Inc. Chino, CA 91710	BID ESTIMATE
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE		
1	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	1,000.00	1,000.00	
2	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00	1,000.00	1,000.00	
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,000.00	3,000.00	6,000.00	6,000.00	
4	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	1,000.00	1,000.00	
5	860201	SIGNAL AND LIGHTING	LS	1	96,000.00	96,000.00	93,500.00	93,500.00	
6	000003	MISCELLANEOUS DIRECTED WORK	FA	1	4,000.00	4,000.00	4,000.00	4,000.00	
7	019901	DE-MOBILIZATION	LS	1	5,000.00	5,000.00	5,000.00	5,000.00	
8	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT (.17') [INCLUDING REPLACE ASPHALT CONCRETE]	SQYD	40	100.00	4,000.00	250.00	10,000.00	
<b>Project Total Items 1-8</b>						<b>116,000.00</b>		<b>121,500.00</b>	

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			California Professional Engineering, Inc. La Puente, CA 91748	BID ESTIMATE
					UNIT PRICE	BID ESTIMATE	BID UNIT PRICE		
1	066102	DUST ABATEMENT	LS	1	2,500.00	2,500.00	500.00	500.00	
2	074020	WATER POLLUTION CONTROL	LS	1	1,500.00	1,500.00	800.00	800.00	
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	1,000.00	1,000.00	1,000.00	1,000.00	
4	160101	CLEARING AND GRUBBING	LS	1	3,000.00	3,000.00	1,000.00	1,000.00	
5	860201	SIGNAL AND LIGHTING	LS	1	106,470.00	106,470.00	117,000.00	117,000.00	
6	000003	MISCELLANEOUS DIRECTED WORK	FA	1	4,000.00	4,000.00	4,000.00	4,000.00	
7	019901	DE-MOBILIZATION	LS	1	5,000.00	5,000.00	5,000.00	5,000.00	
8	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT (.17') [INCLUDING REPLACE ASPHALT CONCRETE]	SQYD	40	75.00	3,000.00	65.00	2,600.00	
<b>Project Total Items 1-8</b>						<b>126,470.00</b>		<b>131,900.00</b>	

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Cajalco Road and Clark Street  
Traffic Signal Modification Project  
Mead Valley Area**

Advertised: April 08, 2014 (Agenda Item: 3-33)  
Addenda: 1 (4/24/2014)  
Bids Open: 2 pm Date: Wednesday, April 30, 2014

PROJECT No. C3-0093

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	1,200.00	1,200.00	2,349.00	2,349.00
2	074020	WATER POLLUTION CONTROL	LS	1	1,200.00	1,200.00	938.00	938.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	700.00	700.00	3,098.00	3,098.00
4	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	500.00	500.00
5	860201	SIGNAL AND LIGHTING	LS	1	115,915.00	115,915.00	118,928.00	118,928.00
6	000003	MISCELLANEOUS DIRECTED WORK	FA	1	4,000.00	4,000.00	4,000.00	4,000.00
7	019901	DE-MOBILIZATION	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
8	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT (.17") [INCLUDING REPLACE ASPHALT CONCRETE]	SQYD	40	170.00	6,800.00	174.00	6,960.00
<b>Project Total Items 1-8</b>						<b>135,815.00</b>		<b>141,773.00</b>

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	6		7	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	750.00	750.00	500.00	500.00
2	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00	750.00	750.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	4,500.00	4,500.00	5,000.00	5,000.00
4	160101	CLEARING AND GRUBBING	LS	1	500.00	500.00	500.00	500.00
5	860201	SIGNAL AND LIGHTING	LS	1	127,904.00	127,904.00	140,511.00	140,511.00
6	000003	MISCELLANEOUS DIRECTED WORK	FA	1	4,000.00	4,000.00	4,000.00	4,000.00
7	019901	DE-MOBILIZATION	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
8	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT (.17") [INCLUDING REPLACE ASPHALT CONCRETE]	SQYD	40	245.00	9,800.00	150.00	6,000.00
<b>Project Total Items 1-8</b>						<b>153,454.00</b>		<b>162,261.00</b>



**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**



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

**Transportation Department**

**ADDENDUM NUMBER 1**

**Dated April 24, 2014**

**to the**  
**Specifications and Contract Documents**  
**for the construction of**

**Cajalco Road and Clark Street**  
**Traffic Signal Modification Project**  
**Mead Valley Area**

**Project No. C3-0093**

**Bids Due: Wednesday, April 30, 2014; 2:00 p.m.**  
 14<sup>th</sup> Street Transportation Annex  
 3525 14<sup>th</sup> 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 Bid (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://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

**MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:**

**Item 1: Revised Proposal.**

Refer to section "Proposal", page B2. Proposal page B2 is deleted and replaced with "Revised Proposal" attached herewith as **Attachment "A"** page 1 of 1. The following revision has been made to the Proposal (base bid schedule):

a. The following bid item has been added:

- Item 8, "COLD PLANE ASPHALT CONCRETE PAVEMENT (.17')  
 [INCLUDING REPLACE ASPHALT CONCRETE]"



**Item 2: Cold Plane Asphalt Concrete Pavement.**

The following special provision is added and made part here of:

**COLD PLANE ASPHALT CONCRETE PAVEMENT – POTHOLING / TRENCH REPAIR:**

Upon completion of potholing required for utility verification and after all conduits underneath the roadway have been installed, the Contractor shall repair pavement areas where potholing and/or trenching was performed as specified in these Special Provisions.

The Contractor shall cold plane the asphalt concrete pavement centered along the length of the conduits a minimum width of 2 feet and to a depth of 2 inches (0.17 feet), and pave with Hot Mix Asphalt concrete Type A ½" PG 64-10 or as directed by the Engineer.

The cold plane machine shall have a cutter head at least 24 inches wide and shall be operated so as not to produce fumes or smoke.

The outside lines of the planned area shall be neat and uniform. The road surfacing to remain in place shall not be damaged in any way.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way shall become the property of the Contractor and shall be immediately removed from the site of the work and disposed of as provided in Section 00-1.12, "Disposal of Excess Excavation or Materials", of the Special Provisions. The removal crew shall follow the planer, unless otherwise directed by the Engineer.

Hot mix asphalt (HMA) Type A shall comply with the specifications for HMA under Section 39, "Hot Mix Asphalt" of the Standard Specifications

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.04, "Public Safety" of the Standard Specifications.

**Method of Payment:**

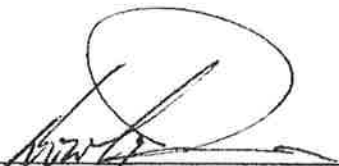
The contract unit bid price paid per square yard for Cold Plane Asphalt Concrete Pavement shall include full compensation for providing all labor, tools, equipment and disposing of the grindings, and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, tools, materials, equipment, and incidentals, and for doing all the work involved in the installation of Hot Mix Asphalt, including furnishing and applying asphaltic emulsion (paint binder/tack coat) shall be considered as included in the contract bid price paid per square yard for Cold Plane Asphalt Concrete.

Addendum No. 1  
Cajalco Road and Clark Street Traffic Signal Modification Project  
Mead Valley Area  
Project No. C3-0093  
April 24, 2014  
Page 3 of 4

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

  
\_\_\_\_\_  
Dowling Tsai, P.E.



**Concurrence:**

 4/23/14  
\_\_\_\_\_  
Khalid Nasim, P.E.  
Engineering Division Manager

**Acknowledged:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Contractor)

JRJ:jj:rr

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

**ATTACHMENTS**

**A – Revised Proposal**

Cajalco Road and Clark Street  
Traffic Signal Modification Project  
Mead Valley Area  
Project No. C3-0093

PROPOSAL (Revised)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	160101	CLEARING AND GRUBBING	LS	1		
5	860201	SIGNAL AND LIGHTING	LS	1		
6	000003	MISCELLANEOUS DIRECTED WORK	FA	1	4,000.00	4,000.00
7	019901	DE-MOBILIZATION	LS	1	5,000.00	5,000.00
8	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT (.17') [INCLUDING REPLACE ASPHALT CONCRETE]	SQYD	40		

PROJECT TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_  
ITEMS 1-8 "WORDS"

ADDENDUM No. 1, Page 5 of 5

## Contract

THIS CONTRACT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **Elecnor Belco Electric, Inc**, hereafter called "Contractor".

### WITNESSETH

#### Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project **Cajalco Road and Clark Street, Traffic Signal Modification Project, Mead Valley Area, Project No. C3-0093**, 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 Construction Contract, (b) The Notice Inviting Bids. (c) The Instruction to Bidders, (d) The Bid, (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 **2010** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda **(One)**, (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 Contract and the Payment Bond and Performance Bond.

2. The Work

Contractor shall do all tasks necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Prosecution, Progress and Liquidated Damages

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities", Section 8-1.05, "Time", and in Section 8-1.10 "Liquidated Damages" of the Standard Specifications and these Special Provisions.

Standard Specification Section 8-1.04B, "Standard Start" is modified to read as follows:

The Contractor shall begin work within fifteen (15) calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. If the project has more than one (1) location of work, Contractor shall submit a separate notice for each location. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start at said location.

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

- A. 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.
- B. 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.
- C. 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.

**Cajalco Road and Clark Street  
Traffic Signal Modification Project  
Mead Valley Area  
Project No. C3-0093**

**Contract**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID</b>						
1	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	6,000.00	6,000.00
4	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00
5	860201	SIGNAL AND LIGHTING	LS	1	93,500.00	93,500.00
6	000003	MISCELLANEOUS DIRECTED WORK	FA	1	4,000.00	4,000.00
7	019901	DE-MOBILIZATION	LS	1	5,000.00	5,000.00
8	011508	COLD PLANE ASPHALT CONCRETE PAVEMENT (.17') [INCLUDING REPLACE ASPHALT CONCRETE]	SQYD	40	250.00	10,000.00

PROJECT

TOTAL: One hundred twenty one thousand, five hundred dollars and zero cents **\$121,500.00**

ITEMS 1-8 "WORDS"

**Cajalco Road and Clark Street  
Traffic Signal Modification Project  
Mead Valley Area  
Project No. C3-0093**

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

**COUNTY OF RIVERSIDE**

**ELEC NOR BELCO ELECTRIC, INC.**

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

Chairman, Board of Supervisors

Glenn De Soto

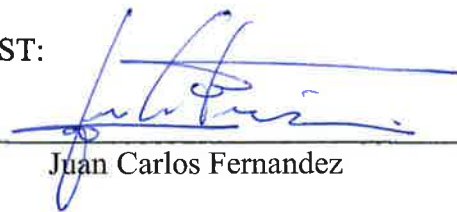
DATED: \_\_\_\_\_

TITLE: Exec. Vice President  
(If Corporation, affix Seal)

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

  
\_\_\_\_\_

Juan Carlos Fernandez

BY: \_\_\_\_\_

TITLE: Vice President

Deputy

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

License No. 738518

FORM APPROVED COUNTY COUNSEL  
BY:  \_\_\_\_\_  
MARSHALL VICTOR DATE 12/23/14

Federal Employer Identification Number:

33-0768970

BY \_\_\_\_\_

"County"

\_\_\_\_\_

"Corporation"  
(Seal)



**UNANIMOUS WRITTEN CONSENT  
OF THE  
BOARD OF DIRECTORS  
OF  
ELEC NOR BELCO ELECTRIC, INC.**

**February 10, 2014**

The undersigned, being all of the members of the Board of Directors of Elecnor Belco Electric, Inc. (the "Board"), a California corporation (the "Company"), do hereby consent to the adoption of the following resolutions by written consent in lieu of a meeting:

**WHEREAS**, the Board has determined that it is in the Company's best interests appoint a revised slate of Officers of the Company.

**NOW, THEREFORE, BE IT RESOLVED**, that the following officers are appointed until they are removed, they resign or their successors are appointed by the Board:

President and Chief Executive Officer	Jose Ribas
Chief Financial Officer	Alfonso Castellanos
Chief Accounting Officer	Jeroni Gervilla
Executive Vice President	Glenn de Soto
Vice President	Juan Carlos Fernandez
Secretary	Pedro Enrile
Senior Vice President and Vice Secretary	Donald J. Rassiger

**AND IT IS FURTHER RESOLVED**, that all actions heretofore taken by the officers of the Company on behalf of and in the name of the Company, relating to the conduct of the business of the Company, the expenditure of money, the making of contracts and all other acts taken or omitted in the performance of their duties to the Company be, and the same hereby are, in all respects; approved, ratified and affirmed, as of the date taken, done or omitted, respectively.

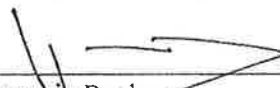
**IN WITNESS WHEREOF**, the undersigned, being all of the members of the Board of Directors of Elecnor Belco Electric, Inc., have executed these actions by written consent as of the date first written above.



Name: Eduard Pinyol  
Title: Manager



Name: Jose Miguel Franco  
Title: Manager



Name: Ignacio Prado  
Title: Manager

## Performance Bond

**Recitals:**

1. **Eleanor Belco Electric, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Cajalco Road and Clark Street, Traffic Signal Modification Project, Mead Valley Area, Project No. C3-0093.**
  
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 **\$121,500.00 (One hundred twenty one thousand, five hundred dollars and zero cents)** and inures to the benefit of County.
  
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this 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 \_\_\_\_\_

Title \_\_\_\_\_

Its Attorney in Fact  
"Surety"

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

**Payment Bond**

(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are **Elecnor Belco 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 **\$121,500.00 (One hundred twenty one thousand, five hundred dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Cajalco Road and Clark Street, Traffic Signal Modification Project, Mead Valley Area, Project No. C3-0093.**

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 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 \_\_\_\_\_

Title \_\_\_\_\_

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF \_\_\_\_\_ }  
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 executed the same in his authorized capacities, and that by his 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).**

Performance Bond

Bond No. PRF9157610

Recitals:

- 1. **Elecnor Belco Electric, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Cajalco Road and Clark Street, Traffic Signal Modification Project, Mead Valley Area, Project No. C3-0093.**
- 2. Fidelity and Deposit Company of Maryland, a Maryland 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 **\$121,500.00 (One hundred twenty one thousand, five hundred dollars and zero cents)** and inures to the benefit of County.
- 2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
- 3. This obligation is binding on our successors and assigns.
- 4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of May 27, 2014  
Elecnor Belco Electric, Inc. Fidelity and Deposit Company of Maryland

By [Signature]

By [Signature]

By Glenn De Soto

Type Name Aiza Lopez Attorney-in-Fact

Its Attorney in Fact  
"Surety"

Title Exec. Vice President

"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).**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Connecticut

County of Hartford

On May 27, 2014 before me, Stacy Rivera, Notary Public

personally appeared Aiza Lopez

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 [Handwritten Signature]  
Notary Public Signature  
Stacy Rivera, Notary Public

**STACY RIVERA**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES DEC. 31, 2018

Place Notary Public Seal Above

My commission expires: 12/31/18 **OPTIONAL**

*Though the information below is not required by law, it may prove valuable to the 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 Name: \_\_\_\_\_

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

<b>RIGHT THUMBPRINT OF SIGNER</b> Top of thumb
---

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

<b>RIGHT THUMBPRINT OF SIGNER</b> Top of thumb
---

State of California )  
County of San Bernardino )

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

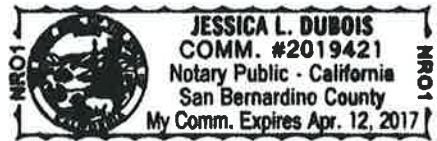
On May 28, 2014 before me, Jessica L. DuBois, Notary Public,  
(here insert name and title of the officer)

personally appeared Glenn DeSoto

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 *Jessica L. DuBois*

(Seal)

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Performance Bond Proj. No. C3-0093  
Bond No. PRF9157610  
containing 1 pages, and dated May 27, 2014

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) Executive Vice President  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer(s)  Signer(s) Thumbprint(s)  
 \_\_\_\_\_



- Company Profile
- Company Search
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**1400 AMERICAN LANE, 19TH FLOOR**  
**SCHUAMBURG, IL 60196-1056**  
**800-382-2150**

**Old Company Names** **Effective Date**

**Agent For Service**

KASHONDA LAWSON  
 C/O CORPORATION SERVICE COMPANY  
 2710 GATEWAY OAKS DRIVE, SUITE 150N  
 SACRAMENTO CA 95833

**Reference Information**

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

[back to top](#)

**NAIC Group List**

NAIC Group #: [0212](#) ZURICH INS GRP

**Lines Of Business**

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

[back to top](#)

**Payment Bond**

(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are **Elecnor Belco Electric, Inc.**, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland \_\_\_\_\_, 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 **\$121,500.00 (One hundred twenty one thousand, five hundred dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Cajalco Road and Clark Street, Traffic Signal Modification Project, Mead Valley Area, Project No. C3-0093.**

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: May 27, 2014

Elecnor Belco Electric, Inc.

Original Contractor – Principal

Fidelity and Deposit Company of Maryland

Surety

By

Glenn De Soto

By

Aiza Lopez

Aiza Lopez

Its Attorney In Fact

Title

Exec. Vice President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CT  
COUNTY OF Hartford

}

ss. SURETY'S ACKNOWLEDGEMENT

On May 27, 2014 before me, Stacy Rivera personally appeared, Aiza Lopez, 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 executed the same in his authorized capacities, and that by his 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

Signature of Notary Public

**STACY RIVERA**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES DEC. 31, 2018

Notary Public (Seal)

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



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jeannette PORRINI, Stacy RIVERA, Aiza LOPEZ and Elana V. SANCHEZ, all of Hartford, Connecticut, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of December, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

By: \_\_\_\_\_

*Assistant Secretary  
Eric D. Barnes*

*Thomas O. McClellan*

\_\_\_\_\_  
*Vice President  
Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 3rd day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

\_\_\_\_\_  
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of May, 2014.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition

As Of December 31, 2013

### ASSETS

Bonds.....	\$ 139,272,722
Stocks .....	22,258,887
Cash and Short Term Investments.....	6,595,113
Reinsurance Recoverable .....	17,970,134
Other Accounts Receivable .....	33,409,916
TOTAL ADMITTED ASSETS.....	<u>\$ 219,506,772</u>

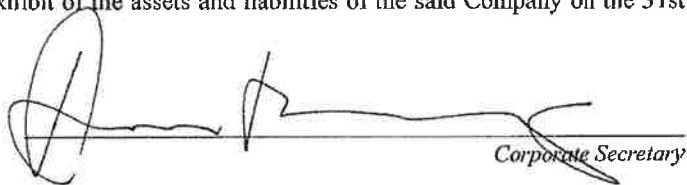
### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses .....	\$ 1,787,480
Ceded Reinsurance Premiums Payable.....	42,146,005
Securities Lending Collateral Liability.....	6,613,750
TOTAL LIABILITIES .....	<u>\$ 50,547,235</u>
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	<u>163,959,537</u>
Surplus as regards Policyholders.....	168,959,537
TOTAL.....	<u>\$ 219,506,772</u>

Securities carried at \$58,378,690 in the above statement are deposited with various states as required by law.

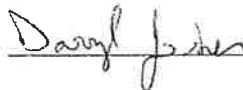
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2013 would be \$223,222,696 and surplus as regards policyholders \$172,675,461.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2013.

  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.



Notary Public

OFFICIAL SEAL  
DARRYL JOINER  
Notary Public - State of Illinois  
My Commission Expires May 3, 2014

State of California )  
County of San Bernardino )

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

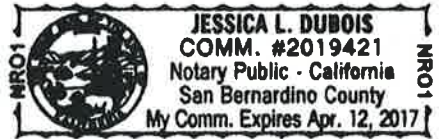
On May 28, 2014 before me, Jessica L. DuBois, Notary Public,  
(here insert name and title of the officer)

personally appeared Glenn DeSoto

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 Jessica L. DuBois

(Seal)

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Payment Bond Proj. No. C3-0093  
Bond No. PRF9157610  
containing 1 pages, and dated May 27, 2014

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) Executive Vice President  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

Additional Signer(s)  Signer(s) Thumbprint(s)

\_\_\_\_\_



- Company Profile
- Company Search
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**1400 AMERICAN LANE, 19TH FLOOR**  
**SCHUAMBURG, IL 60196-1056**  
**800-382-2150**

**Old Company Names** **Effective Date**

**Agent For Service**

KASHONDA LAWSON  
 C/O CORPORATION SERVICE COMPANY  
 2710 GATEWAY OAKS DRIVE, SUITE 150N  
 SACRAMENTO CA 95833

**Reference Information**

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

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**NAIC Group List**

NAIC Group #: [0212](#) ZURICH INS GRP

**Lines Of Business**

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

[back to top](#)



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Texas, Inc.		NAMED INSURED Elecnor Belco Electric, Inc. 4331 Schaefer Avenue Chino, CA 91710	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

officials, employees, agents and representatives are included as Additional Insureds as respects to General Liability and Auto Liability.  
Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation as permitted by law.



RENEWAL

EFFECTIVE DATE: 06/07/2013

Policy Number: CBP 8913027	Prior Policy: 8913027
Billing Type: DIRECT BILL	
Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION	
Named Insured and Mailing Address: ELECNR BELCO ELECTRIC INC 4331 SCHAEFER AVENUE CHINO CA 91710	Agent: HUB INTL INSURANCE SERVICES I NC 4371 LATHAM ST STE 101 RIVERSIDE CA 92501-1731  Agent Code: 4292872    Agent Phone: (951)-788-8500

\* GOLDEN EAGLE INSURANCE CORPORATION  
P.O. Box 85826  
San Diego, CA 92186-5826

**COMMON POLICY DECLARATIONS**

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

POLICY PERIOD: From : 06/07/2013 To: 06/07/2014 at 12:01 AM Standard Time at your mailing address shown above.

FORM OF BUSINESS: CORPORATION

BUSINESS DESCRIPTION: ELECTRICAL CONTRACTOR

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
Commercial Property Coverage Part	\$ 1,385.00
Boiler and Machinery Coverage Part	INCLUDED
Commercial Inland Marine Coverage Part	\$ 2,389.00
Commercial General Liability Coverage Part	INCLUDED
Total Premium for all Liability Coverage Parts	\$ 35,095.00
Terrorism Risk Insurance Act of 2002 and 2005 Coverage	\$ 814.00
 Total Policy Premium	 \$ 39,683.00

**FORMS AND ENDORSEMENTS**

Forms and Endorsements made a part of this policy at time of issue:  
Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations

Form Number	Description
IL0017	- 1198 COMMON POLICY CONDITIONS

17-57 (06/94)



COMMON POLICY DECLARATIONS (continued)

FORMS AND ENDORSEMENTS

Forms and Endorsements made a part of this policy at time of issue:

Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations

Form Number	Description
IL0952	- 0108 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2170	- 0108 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2176	- 0108 EXCL OF PUNITIVE DAMAGES RELATED TO CERTIFIED ACT
IL0003	- 0702 CALCULATION OF PREMIUM
IL0021	- 0702 NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)
IL0270	- 1104 CA CHANGES - CANCELLATION AND NONRENEWAL
GECPD910	- 0689 PUNITIVE DAMAGES
IL0104	- 0204 CALIFORNIA CHANGES
IL0935	- 0702 EXCLUSION OF CERTAIN COMPUTER RELATED LOSSES

Countersigned: By

By

*Cesare J. Mitranic*  
Authorized Representative

6-4-14  
Date

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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Date Issued: 06/10/2013

The term Company, as used below, means the company that has issued the policy to which this witness statement is attached. The Company is identified on your Declarations in the area titled "Coverage is provided in".

**IN WITNESS WHEREOF**, the Company has caused this policy to be executed and attested on its behalf by its President and Secretary at Boston, Massachusetts, and countersigned on the Declarations by a duly authorized representative of that Company. In a state where a countersignature is not required, no policy shall be deemed invalid due to the absence of a countersignature.



*President*



*Secretary*

Policy# CBP 8913027

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

**COMMERCIAL LIABILITY GOLD ENDORSEMENT – CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I – COVERAGES**

**COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**2. Exclusions**

Item 2.g. 2) is replaced with the following:

2.g. 2) a watercraft you do not own that is:

- a) less than 50 feet long; and
- b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

**SECTION I – COVERAGES**

**COVERAGE C. MEDICAL PAYMENTS**

If Medical Payments Coverage is provided under this policy, the following is changed:

**3. Limits**

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

**COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES**

**Insuring Agreement**

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that:

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

Item b. and d. are replaced with:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

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## SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
  - a) you have the responsibility of placing insurance for such entity; and
  - b) coverage for the entity is not otherwise more specifically provided; and
  - c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

## SECTION III – LIMITS OF INSURANCE

Paragraph 2. is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000 or
- b. The amount shown in the Declarations.

## SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a. is replaced with:

### 2. Duties In The Event of Occurrence, Offense, Claim or Suit

- 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 "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
  - 1) How, when and where the "occurrence" or offense 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 "occurrence", offense, claim or "suit".

Item 4. b. 1) b) is replaced with:

### b. Excess Insurance

- 1) b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

### 6. Representations

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

**8. Transfer of Rights Of Recovery Against Others To Us**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

**10. Cancellation Condition**

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

**11. Liberalization**

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

**SECTION V – DEFINITIONS**

The following definitions are added or changed:

**9. "Insured contract"**

a. Is changed to:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23. and 24. are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

**A. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:
  - a. Your ongoing operations performed for that person or organization; or
  - b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:
- a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
  - b. To "bodily injury" or "property damage" occurring after:
    - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
    - (2) 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;
  - c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities;
  - d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
  - e. To any person or organization specifically designated an additional insured for ongoing operations by a separate ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS endorsement issued by us and made a part of this policy

**B. PRIMARY NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

Condition 4. **Other Insurance** of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to paragraph a. **Primary Insurance**:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written "construction contract" to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

For the purposes of this endorsement, "construction contract" means a written contract or written agreement other than a premises lease, facilities rental contract or agreement, an equipment rental or lease agreement, or a permit issued by a state, county, municipality or other governmental authority.

- b. The following is added to paragraph b. **Excess Insurance**:

- (3) Except as specified in paragraph a., above, any other insurance in which a party who is an additional insured hereunder is designated as a Named Insured.

Regardless of the terms of any written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured.



RENEWAL

EFFECTIVE DATE: 06/07/2013

Policy Number: BA 8912927	Prior Policy: 8912927
Billing Type: DIRECT BILL	
Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION	
<b>Named Insured and Mailing Address:</b> ELECNOR BELCO ELECTRIC INC 4331 SCHAEFER AVENUE CHINO CA 91710	<b>Agent:</b> HUB INT'L INSURANCE SERVICES I NC 4371 LATHAM ST STE 101 RIVERSIDE CA 92501-1731  <b>Agent Code:</b> 4292872 <b>Agent Phone:</b> (951)-788-8500

\* GOLDEN EAGLE INSURANCE CORPORATION  
 P.O. Box 85826  
 San Diego, CA 92186-5826

**COMMON POLICY DECLARATIONS**

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

POLICY PERIOD: From : 06/07/2013 To: 06/07/2014 at 12:01 AM Standard Time at your mailing address shown above.

FORM OF BUSINESS: CORPORATION

BUSINESS DESCRIPTION: ELECTRICAL CONTRACTOR

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
Commercial Auto Coverage Part	\$ 43,221.00
Terrorism Risk Insurance Act of 2002 and 2005 Coverage	REJECTED *
*If rejected and Commercial Property, Inland Marine and/or coverage for Farm property is provided by this policy, in certain states mandatory fire coverage is provided at no additional premium.	
<b>Total Policy Premium</b>	<b>\$ 43,221.00</b>

**FORMS AND ENDORSEMENTS**

Forms and Endorsements made a part of this policy at time of issue:  
 Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations

Form Number	Description
IL0017	- 1198 COMMON POLICY CONDITIONS
IL0021	- 0702 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
GECPD910	- 0689 PUNITIVE DAMAGES

17-57 (06/94)





The term Company, as used below, means the company that has issued the policy to which this witness statement is attached. The Company is identified on your Declarations in the area titled "Coverage is provided in".

**IN WITNESS WHEREOF**, the Company has caused this policy to be executed and attested on its behalf by its President and Secretary at Boston, Massachusetts, and countersigned on the Declarations by a duly authorized representative of that Company. In a state where a countersignature is not required, no policy shall be deemed invalid due to the absence of a countersignature.



*President*



*Secretary*

---

**COMMERCIAL AUTO GOLD ENDORSEMENT**

---

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

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM**

**SECTION II - LIABILITY COVERAGE**

**A. COVERAGE**

**1. WHO IS AN INSURED**

The following is added:

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

## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments.

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

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners 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.

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION  
BLANKET BASIS

REP B5  
9047695-14  
RENEWAL  
SP  
4-46-89-88  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE MARCH 1, 2014 AT 12.01 A.M.

AND EXPIRING MARCH 1, 2015 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

ELEC NOR BELCO ELECTRIC INC  
4331 SCHAEFER AVE  
CHINO, CA 91710

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.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MARCH 4, 2014

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

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

**ADDITIONAL INSURED – AMENDMENT OF CANCELLATION PROVISIONS  
OR COVERAGE CHANGE**

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

If you have agreed in a written contract or written agreement to provide a person or organization who qualifies as an additional insured under this policy a notice of cancellation and/or material change that reduces or restricts the insurance afforded by this Coverage Part we agree to the following:

- a. Provide 30 days prior written cancellation notice for reasons other than nonpayment of premium and/or 30 days prior written notice of coverage change per schedule of additional insureds provided to us.

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17-491 (10/10)

Page 1 of 1

06/07/2013

8913027

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GEONLYST 00008893 Page

5

Forming a part of

Policy Number: BA 8912927	
Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION	
Named Insured: ELEC NOR BELCO ELECTRIC INC	Agent: HUB INT'L INSURANCE SERVICES I NC Agent Code: 4292872      Agent Phone: (951)-788-8500

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

**AMENDMENT OF CANCELLATION PROVISIONS**

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

**SCHEDULE**

**1. Name or Person or Organization:**

BLANKET AS REQUIRED BY WRITTEN CONTRACT

**2. Mailing Address:**

**3. Number Days Advance Notice: 30**

All other terms and conditions of this policy remain unchanged.

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17-490 (10/10)

AGENT COPY

06/07/2013

8912927

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GEONLYST 00008887 Page 5





ENDORSEMENT AGREEMENT  
CERTIFICATE HOLDERS' NOTICE

REP B5  
9047695-14  
RENEWAL  
SP  
4-46-89-88  
PAGE 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE MARCH 1, 2014 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

ELECNOR BELCO ELECTRIC INC

4331 SCHAEFER AVE  
CHINO, CA 91710

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,  
IT IS AGREED THAT THIS POLICY SHALL NOT BE CANCELLED UNTIL,

30 DAYS

AFTER WRITTEN NOTICE OF SUCH CANCELLATION HAS BEEN PLACED  
IN THE MAIL BY STATE FUND TO CURRENT HOLDERS OF  
CERTIFICATE OF WORKERS' COMPENSATION INSURANCE.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MARCH 25, 2014

2065

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



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**COMPANY PROFILE**

**Company Information**

**GOLDEN EAGLE INSURANCE CORPORATION**  
**175 BERKELEY STREET**  
**BOSTON, MA 02116**  
**800-688-8661**

**Old Company Names**

**Effective Date**

**Agent For Service**

KASHONDA LAWSON  
 C/O CORPORATION SERVICE COMPANY  
 2710 GATEWAY OAKS DRIVE, SUITE 150N  
 SACRAMENTO CA 95833

**Reference Information**

NAIC #:	10836
California Company ID #:	4453-7
Date Authorized in California:	08/21/1997
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

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**NAIC Group List**

NAIC Group #: 0111 LIBERTY MUT GRP

**Lines Of Business**

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

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

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**COMPANY PROFILE**

**Company Information**

**STATE COMPENSATION INSURANCE FUND**

**1275 MARKET ST  
SAN FRANCISCO, CA 94103  
877-405-4545**

**Old Company Names**

**Effective Date**

**Agent For Service**

If you are unable to locate the agent for service of process, please call the CA Department of Insurance at (916) 492-3556.

**Reference Information**

NAIC #:	35076
California Company ID #:	0449-9
Date Authorized in California:	01/01/1914
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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**NAIC Group List**

NAIC Group #: 0000

**Lines Of Business**

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.

WORKERS' COMPENSATION

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