

438



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

FORM-APPROVED COUNTY COUNSEL  
DATE 1/7/16  
BY: GREGORY P. PRIAMOS

**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
December 17, 2015

**SUBJECT:** Accept the Low Bid and Award the Contract for the Construction of Solar Powered Speed Feedback Signs at Various Locations. 1<sup>st</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> District; [\$283,784 total]; [\$10,000 ongoing]; Federal Funds 90%, Local Funds 10%

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

1. Approve one addendum to the plans and specifications issued prior to the November 18, 2015, bid opening; and
2. Accept the low bid of California Professional Engineering, Inc. of La Puente, CA. in the amount of \$283,784; and
3. Award the contract to California Professional Engineering, Inc. and authorize the Chairman of the Board to execute the contract documents.

Departmental Concurrence

Patricia Romo  
Assistant Director of Transportation

Juan C. Perez  
Director of Transportation and Land Management

JCP:jrj:sb

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 283,784	\$ 0	\$ 283,784	\$ 10,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** HSIP-Highway Safety Improvement Program (90%), Measure A/Western (10%). There are no General Funds used in this project.

**Budget Adjustment:** No  
**For Fiscal Year:** 15/16

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

APPROVE

BY:

Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.: 10/20/15, Item 3-22

District: 1,3,5

Agenda Number:

3-30

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

**FORM 11:** Accept the Low Bid and Award the Contract for the Construction of Solar Powered Speed Feedback Signs at Various Locations. 1<sup>st</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> District; [\$283,784 total]; [\$10,000 ongoing]; Federal Funds 90%, Local Funds 10%

**DATE:** December 17, 2015

**PAGE:** 2 of 3

**BACKGROUND:**

**Summary**

By Minute Order dated October 20, 2015 (Agenda Item 3-22), the Board of Supervisors authorized the Clerk of the Board to advertise for the Construction of Solar Powered Speed Feedback Signs at various locations shown below.

Location	Street	Limits
1	El Sobrante Road	Approximately 500 feet North of Cajalco Road
2	Cajalco Road	Approximately 200 feet West of Hollis Lane
3	San Timoteo Canyon Road	Between Live Oak Canyon Road and Redlands Boulevard
4	Soboba Road	Approximately 8,000 feet East of State Street (West of City of San Jacinto)
5	Van Buren Boulevard	South of Mockingbird Canyon Road (Northbound approach to intersection)

The first four listed locations includes installation of two dynamic variable speed warning signs, one in each direction of travel. The fifth location includes the installation of a full matrix changeable message display. All locations also include other associated improvement work.

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the plans and specifications. Bidders were required to acknowledge and take into account the issued addendum on their contractor's Bid in order to be considered for award. The addendum was issued to clarify and modify the approved contract documents. The addendum is attached.

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.: C3-0086; Federal Aid No. HSIPL-5956(218)

**Impact on Residents and Businesses**

The proposed speed warning signs will improve traffic safety by providing motorists with advance warning of the upcoming curved segment and allowed speed limit through that approaching segment.

The proposed full matrix changeable message display will provide advance warning of traffic stopping ahead.

The construction work will take approximately three weeks to complete.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The contract is recommended to be awarded to California Professional Engineering, Inc. for the total amount of \$283,784. The construction will be funded with Federal HSIP (Highway Safety Improvement Program) and Measure A Western. The Federal HSIP Funds were obtained through a statewide selection process in which the Transportation Department successfully competed.

Annual total operation and maintenance costs for the five locations are estimated at \$10,000 to be funded by Gas Tax. There are no General Funds used in this project.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Accept the Low Bid and Award the Contract for the Construction of Solar Powered Speed Feedback Signs at Various Locations. 1<sup>st</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> District; [\$283,784 total]; [\$10,000 ongoing]; Federal Funds 90%, Local Funds 10%

**DATE:** December 17, 2015

**PAGE:** 3 of 3

The project is expected to be completed within the existing budget shown on Attachment 'A'.

**Contract History and Price Reasonableness**

Eight bids were received on November 18, 2015, ranging from \$283,784 to \$392,888. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by California Professional Engineering, Inc. in the amount of \$283,784, which is \$99,391 (26%) lower than the Engineer's Estimate.

**ATTACHMENTS**

- Vicinity Map
- Attachment A
- Contract/Lease/Purchase Summary Data
- Bid Summary
- Addendum 1
- Contract
- Performance and Payment Bonds
- Insurance
- Bid Proposal

# COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

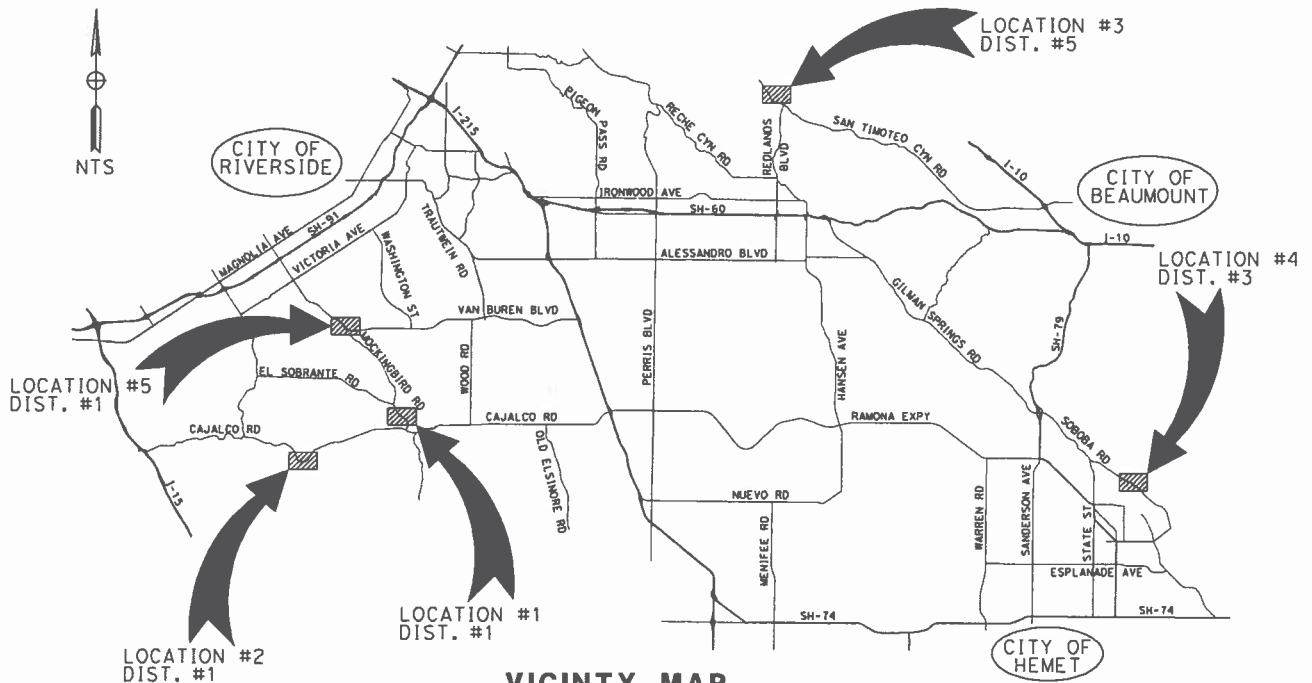
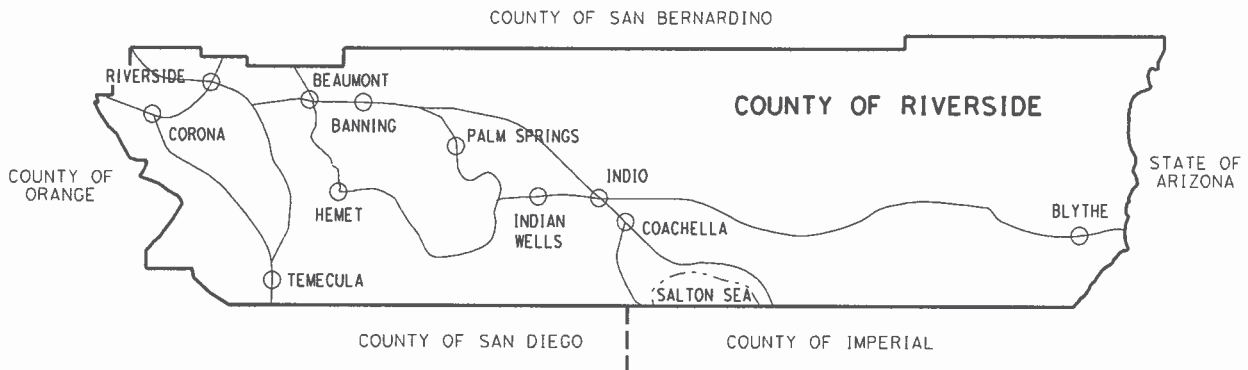
## SOLAR-POWERED SPEED FEEDBACK SIGNS

- LOCATION #1 EL SOBRANTE RD (NORTH OF CAJALCO RD)
- LOCATION #2 CAJALCO RD (WEST OF HOLLIS LN)
- LOCATION #3 SAN TIMOTEO CYN RD (BETWEEN LIVE OAK CYN RD & REDLANDS BLVD)
- LOCATION #4 SOBOBA RD (WEST OF SAN JACINTO CITY LIMITS)
- LOCATION #5 VAN BUREN BLVD (SOUTH OF MOCKINGBIRD CYN RD)

**COUNTY PROJECT NO. C3-0086**

**FEDERAL AID No. HSIPL-5956 (218)**

TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS DATED 2010 AND  
COUNTY OF RIVERSIDE ROAD IMPROVEMENT STANDARDS DATED 12-20-2007



**VICINITY MAP**

LOC #1	T4S, R5W,	SECT 11
LOC #2	T4S, R5W,	SECT 17
LOC #3	T2S, R2W,	SECT 14
LOC #4	T4S, R1W,	SECT 23
LOC #5	TS3, R5W,	SECT 28

# Attachment "A"

Riverside County Transportation Department

Project: **Solar-Powered Speed Feedback Signs at Various Locations**

Project No.:( **C3-0086**

## Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental	77,248	752	78,000	20,000
Design	56,706	294	57,000	16,000
Right-of-way	1,546	454	2,000	10,000
Utilities				
Construction		283,784	283,784	431,000
Construction Contingency 10%		28,378	28,378	
Signal Pole Equipment		12,597	12,597	12,597
Construction Engineering & Inspect 14%	7,324	30,987	38,311	45,000
Construction Survey				5,000
<b>Totals:</b>	<b>142,824</b>	<b>357,246</b>	<b>500,070</b>	<b>527,000</b>

## Project Funding

Code	Name	Existing Budget
134	HSIP - Highway Safety Improvement Program	465,000
300	Measure A / Western	62,000
<b>Totals</b>		<b>527,000</b>

## Comments



**Riverside County Transportation Department  
Summary of Bids**

Advertised: October 20, 2015 (Agenda Item: 3-22)

Addenda: 1(11/12/15)

Bids Open: 2:00 p.m. Date: Wednesday, November 18, 2015

**PROJECT: Solar Powered Speed Feedback Signs  
at Various Locations**

PROJECT No. C3-0086, Federal Aid No. HS1PL-5956(218)

		COUNTY'S ESTIMATE				1		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST CONTROL	LS	1	5,000.00	5,000.00	1,000.00	1,000.00
2	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	800.00	800.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,000.00	15,000.00	2,000.00	2,000.00
4	566011	ROADSIDE SIGN - ONE POST	EA	37	375.00	13,875.00	360.00	13,320.00
5	151281	SALVAGE ROADSIDE SIGNS	EA	12	300.00	3,600.00	100.00	1,200.00
6	152390	RELOCATE ROADSIDE SIGN	EA	2	350.00	700.00	200.00	400.00
7	000003	SOLAR-POWERED SPEED FEEDBACK DISPLAY (2'X4')	EA	8	30,000.00	240,000.00	25,258.00	202,064.00
8	000003	FULL-MATRIX CHANGEABLE MESSAGE DISPLAY (4'X6')(INCLUDING CONTROLLER UNIT)	EA	1	70,000.00	70,000.00	61,000.00	61,000.00
9	760090	MOBILIZATION, DE-MOBILIZATION, AND FINAL CLEAN UP	LS	1	30,000.00	30,000.00	2,000.00	2,000.00
<b>PROJECT TOTAL, ITEMS 1 - 9</b>						<b>383,175.00</b>		<b>283,784.00</b>
		2				3		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST CONTROL	LS	1	2,000.00	2,000.00	600.00	600.00
2	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	2,000.00	2,000.00	600.00	600.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00	6,000.00	6,000.00
4	566011	ROADSIDE SIGN - ONE POST	EA	37	400.00	14,800.00	420.00	15,540.00
5	151281	SALVAGE ROADSIDE SIGNS	EA	12	200.00	2,400.00	180.00	2,160.00
6	152390	RELOCATE ROADSIDE SIGN	EA	2	300.00	600.00	300.00	600.00
7	000003	SOLAR-POWERED SPEED FEEDBACK DISPLAY (2'X4')	EA	8	27,000.00	216,000.00	27,000.00	216,000.00
8	000003	FULL-MATRIX CHANGEABLE MESSAGE DISPLAY (4'X6')(INCLUDING CONTROLLER UNIT)	EA	1	75,000.00	75,000.00	65,800.00	65,800.00
9	760090	MOBILIZATION, DE-MOBILIZATION, AND FINAL CLEAN UP	LS	1	1,000.00	1,000.00	12,000.00	12,000.00
<b>PROJECT TOTAL, ITEMS 1 - 9</b>						<b>318,800.00</b>		<b>319,300.00</b>

**Riverside County Transportation Department  
Summary of Bids**

Advertised: October 20, 2015 (Agenda Item: 3-22)

Addenda: 1(11/12/15)

Bids Open: 2:00 p.m. Date: Wednesday, November 18, 2015

**PROJECT: Solar Powered Speed Feedback Signs  
at Various Locations**

PROJECT No. C3-0086, Federal Aid No. HSJPL-5956(218)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST CONTROL	LS	1	300.00	300.00	750.00	750.00
2	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	800.00	800.00	750.00	750.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,500.00	2,500.00	9,000.00	9,000.00
4	566011	ROADSIDE SIGN - ONE POST	EA	37	350.00	12,950.00	250.00	9,250.00
5	151281	SALVAGE ROADSIDE SIGNS	EA	12	28.00	336.00	125.00	1,500.00
6	152390	RELOCATE ROADSIDE SIGN	EA	2	200.00	400.00	225.00	450.00
7	000003	SOLAR-POWERED SPEED FEEDBACK DISPLAY (2'X4')	EA	8	27,900.00	223,200.00	27,000.00	216,000.00
8	000003	FULL-MATRIX CHANGEABLE MESSAGE DISPLAY (4'X6')(INCLUDING CONTROLLER UNIT)	EA	1	78,600.00	78,600.00	78,000.00	78,000.00
9	760090	MOBILIZATION, DE-MOBILIZATION, AND FINAL CLEAN UP	LS	1	6,940.00	6,940.00	33,000.00	33,000.00
<b>PROJECT TOTAL, ITEMS 1 - 9</b>					<b>326,026.00</b>		<b>348,700.00</b>	

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	6		7	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST CONTROL	LS	1	1,000.00	1,000.00	4,000.00	4,000.00
2	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	1,000.00	1,000.00	3,000.00	3,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00	5,400.00	5,400.00
4	566011	ROADSIDE SIGN - ONE POST	EA	37	330.00	12,210.00	420.00	15,540.00
5	151281	SALVAGE ROADSIDE SIGNS	EA	12	300.00	3,600.00	200.00	2,400.00
6	152390	RELOCATE ROADSIDE SIGN	EA	2	192.00	384.00	400.00	800.00
7	000003	SOLAR-POWERED SPEED FEEDBACK DISPLAY (2'X4')	EA	8	29,000.00	232,000.00	30,075.00	240,600.00
8	000003	FULL-MATRIX CHANGEABLE MESSAGE DISPLAY (4'X6')(INCLUDING CONTROLLER UNIT)	EA	1	80,000.00	80,000.00	80,879.00	80,879.00
9	760090	MOBILIZATION, DE-MOBILIZATION, AND FINAL CLEAN UP	LS	1	10,000.00	10,000.00	5,000.00	5,000.00
<b>PROJECT TOTAL, ITEMS 1 - 9</b>					<b>350,194.00</b>		<b>357,619.00</b>	



**Riverside County Transportation Department  
Summary of Bids**

Advertised: October 20, 2015 (Agenda Item: 3-22)

Addenda: 1(11/12/15)

Bids Open: 2:00 p.m. Date: Wednesday, November 18, 2015

**PROJECT: Solar Powered Speed Feedback Signs  
at Various Locations**

PROJECT No. C3-0086, Federal Aid No. HSIPL-5956(218)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	CHI Construction Anaheim, CA 92805	
					BID UNIT PRICE	BID ESTIMATE
1	066100	DUST CONTROL	LS	1	4,020.00	4,020.00
2	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	4,690.00	4,690.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	6,700.00	6,700.00
4	566011	ROADSIDE SIGN - ONE POST	EA	37	1,072.00	39,664.00
5	151281	SALVAGE ROADSIDE SIGNS	EA	12	167.50	2,010.00
6	152390	RELOCATE ROADSIDE SIGN	EA	2	1,072.00	2,144.00
7	000003	SOLAR-POWERED SPEED FEEDBACK DISPLAY (2'X4')	EA	8	27,470.00	219,760.00
8	000003	FULL-MATRIX CHANGEABLE MESSAGE DISPLAY (4'X6')(INCLUDING CONTROLLER UNIT)	EA	1	93,800.00	93,800.00
9	760090	MOBILIZATION, DE-MOBILIZATION, AND FINAL CLEAN UP	LS	1	20,100.00	20,100.00
<b>PROJECT TOTAL, ITEMS 1 - 9</b>						<b>392,888.00</b>



Juan C. Perez, P.E., T.E.  
Director of Transportation and Land  
Management

# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.  
Assistant Director of Transportation

## Transportation Department

### **ADDENDUM NUMBER 1** Dated November 12, 2015

to the  
Specifications and Contract Documents  
for the construction of

**Solar Powered Speed Feedback Signs  
At Various Locations  
Project No. C3-0086  
Federal Aid No. HSIPL-5956(218)**

**Bids Due: Wednesday, November 18, 2015; 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 Section 8 of Instructions to Bidders 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 plans and specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Bid. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted Bid.

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 "Proposal" (page B2). Delete and replace "PROPOSAL" (page B2) with revised "Proposal" attached herewith as **Attachment "A"**. The following revisions have been made to the bid Proposal:

- a. "Unit" of measurement for following bid items are corrected from "LS" to "EA":
  - Item 7, "SOLAR-POWERED SPEED FEEDBACK DISPLAY (2'X4)'"
  - Item 8, "FULL-MATRIX CHANGEABLE MESSAGE DISPLAY (4'X6')  
(INCLUDING CONTROLLER UNIT) "

**See Attachment "A"**

**Item 2: Roadside Signs**

Refer to section "Signs" on [page 23](#) and last paragraph of subsection "Material" of Special Provisions. Delete and replace the last paragraph with the following:

All signs shall be installed using the County standard 1222 regardless of installing new or replacing the existing posts.

**Item 3: Federal Minimum Wages Update.**

Refer to Appendix D, entitled "Federal Prevailing Wages Decision", delete and replace these pages with the following:

Federal wage determination, General Decision No. CA150036-CA36, Modification No. 16, dated **11/06/2015**, shall apply to this project. This document is available upon request from the Transportation Department: (951) 955-6780, and also posted on following County website:

<http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

**MODIFICATIONS / CLARIFICATIONS TO PLANS:**

**Item 4: Plan Sheet 2 of 2 (L-1)**

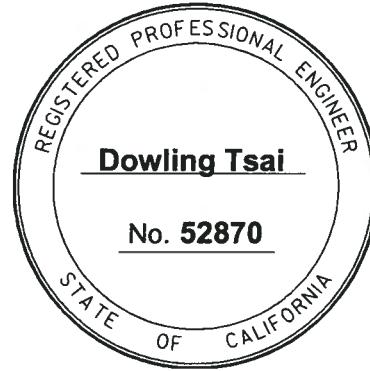
Refer to plan sheet 2 of 2 and construction Notes No. 2 and 8.

Furnishing and installation of signs as called out on the plans in construction note No. 2 shall be construction of new signs and posts per County Standard 1222.

Remove and Salvage existing sign and post as called out on the plans in construction note No. 8; there shall be no existing concrete foundation for any type of post whether it is steel post or wood post.

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

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



**Concurrence:**

 for  
\_\_\_\_\_  
Khalid Nasim, P.E.  
Engineering Division Manager

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

JRJ:jrj:sb

Note: Refer to Section 8, "Addenda" (page A4). Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of **only this** acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page (B1) of the Bid form (Proposal).

## **ATTACHMENTS**

### **A – Revised Proposal**

**Solar Powered Speed Feedback Signs  
At Various Locations  
Project No. C3-0086  
Federal Aid No. HSIPL-5956(218)**

**PROPOSAL (REVISED)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066100	DUST CONTROL	LS	1		
2	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	566011	ROADSIDE SIGN - ONE POST	EA	37		
5	151281	SALVAGE ROADSIDE SIGNS	EA	12		
6	152390	RELOCATE ROADSIDE SIGN	EA	2		
7	000003	SOLAR-POWERED SPEED FEEDBACK DISPLAY (2'X4')	EA	8		
8	000003	FULL-MATRIX CHANGEABLE MESSAGE DISPLAY (4'X6') (INCLUDING CONTROLLER UNIT)	EA	1		
9	760090	MOBILIZATION, DE-MOBILIZATION, AND FINAL CLEAN UP	LS	1		

PROJECT TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_  
ITEMS 1-9 "WORDS"

**Contract**

**Solar Powered Speed Feedback Signs**

**at Various Locations**

**Project No. C3-0086**

**Federal Aid No. HSIPL -5956 (218)**

THIS CONTRACT, made and concluded, in duplicate as of the date set forth below, between the County of Riverside, party of the first part, and **California Professional Engineering, Inc.** Contractor, party of the second part.

**ARTICLE I:**

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, the work described in the Special Provisions and the Project Plans described below, including any addenda No. 1 issued thereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2010 the Standard Specifications, dated 2010 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown on Plans entitled Solar Powered Speed Feedback Signs at Various Locations, Project No. C3-0086, Federal Aid No. HSIPL- 5956(218), Plan number 962 V, approved May 13, 2015, on file with the County Surveyor, which said project plans are hereby made a part of this Contract.

**ARTICLE II:**

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III:**

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**ARTICLE IV:**

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**ARTICLE V:**

And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Riverside, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:



**Solar Powered Speed Feedback Signs  
at Various Locations**

**Project No. C3-0086  
Federal Aid No. HSIPL -5956 (218)**

**Contract**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066100	DUST CONTROL	LS	1	1,000.00	1,000.00
2	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	800.00	800.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,000.00	2,000.00
4	566011	ROADSIDE SIGN - ONE POST	EA	37	360.00	13,320.00
5	151281	SALVAGE ROADSIDE SIGNS	EA	12	100.00	1,200.00
6	152390	RELOCATE ROADSIDE SIGN	EA	2	200.00	400.00
7	000003	SOLAR-POWERED SPEED FEEDBACK DISPLAY (2'X4')	EA	8	25,258.00	202,064.00
8	000003	FULL-MATRIX CHANGEABLE MESSAGE DISPLAY (4'X6')(INCLUDING CONTROLLER UNIT)	EA	1	61,000.00	61,000.00
9	760090	MOBILIZATION, DE-MOBILIZATION, AND FINAL CLEAN UP	LS	1	2,000.00	2,000.00

PROJECT TOTAL Two hundred eighty three thousand, seven hundred eighty four dollars and zero cents **\$283,784.00**

ITEMS 1-9 "WORDS"

**Solar Powered Speed Feedback Signs  
at Various Locations**

**Project No. C3-0086  
Federal Aid No. HSIPL -5956 (218)**

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

**COUNTY OF RIVERSIDE**

**CALIFORNIA PROFESSIONAL  
ENGINEERING, INC.**

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

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

Chairman, Board of Supervisors

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

TITLE: Van Nguyen, President  
(If Corporation, affix Seal)

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

\_\_\_\_\_

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

Deputy

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

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

License No.: **793907**

Department of Industrial Relations No.:  
**1000001980**

Federal Employer Identification Number:

95-4837794

BY \_\_\_\_\_

"County"

\_\_\_\_\_

"Corporation"  
(Seal)

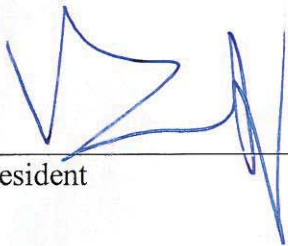


# California Professional Engineering, Inc.

*Quality Beyond Expectations*

MEETING OF BOARD OF DIRECTORS  
OF  
CALIFORNIA PROFESSIONAL ENGINEERING, INC.

A meeting of the Board of Directors of California Professional Engineering, Inc. was held on December 7th, 2015 whereby a resolution was passed authorizing Van Nguyen to sign on behalf of the Corporation, by his signature, to enter into any and all contractual obligations on behalf of this corporation.

  
\_\_\_\_\_  
President

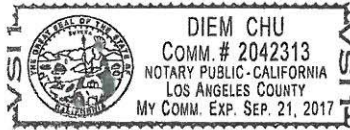
See attached jurat.



**JURAT**

State of California  
County of LOS ANGELES } SS.

Subscribed and sworn to (or affirmed) before me on this 7<sup>th</sup> day of DECEMBER, 2015, by  
VAN NGUYEN, proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.



[Signature]  
NOTARY'S SIGNATURE

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached. and not the truthfulness, accuracy, or validity of that document.

PLACE NOTARY SEAL IN ABOVE SPACE

**OPTIONAL INFORMATION**

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

president, secretary, treasurer TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

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

RIGHT  
THUMBPRINT  
OF  
SIGNER



MINUTES OF THE ANNUAL MEETING OF SHAREHOLDERS AND DIRECTORS  
CALIFORNIA PROFESSIONAL ENGINEERING, INC.

The annual meeting of the shareholders of the above named California Corporation was duly held at the principal office of the corporation on January 3, 2012.

The Director present was VAN TAN NGUYEN.

President acting as Chairman, same being VAN NGUYEN.

The Chairman then presented and read to the meeting a Waiver of Notice of Meeting, subscribed by all of the Directors of the Corporation. Upon motion duly made, it was:

Resolved, that the Chairman be requested to cause the same to be spread at length upon the minutes.

Resolved, that the following persons were nominated and thereupon elected to the position opposite their names to serve until their successors are elected and qualified:

VAN NGUYEN, PRESIDENT

VAN NGUYEN, SECRETARY

VAN NGUYEN, TREASURER

Resolved, that the corporation seek 8 (a) SBA certification in order to more aggressively peruse government contracts.

The President, Secretary, and Treasurer thereupon assumed their respective offices.

The President then presented and read the minutes of the annual meeting of shareholders of this Corporation, and the same were, on motion duly made, seconded and unanimously carried, in all aspects ratified and adopted by this Board of Directors.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the same was adjourned.

The foregoing minutes of January 3, 2012 are approved:

\_\_\_\_\_  
VAN NGUYEN, President

\_\_\_\_\_  
VAN NGUYEN, Secretary

# Performance Bond

## Recitals:

1. **California Professional Engineering, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Solar Powered Speed Feedback Signs at Various Locations, Project No.C3-0086, Federal Aid No. HSIPL-5956(218).**
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 **\$283,784.00 (Two hundred eighty three thousand, seven hundred eighty four 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 \_\_\_\_\_

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

**Payment Bond**

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

The makers of this Bond are **California Professional Engineering, 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 **\$283,784.00 (Two hundred eighty three thousand, seven hundred eighty four 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 **Solar Powered Speed Feedback Signs at Various Locations, Project No.C3-0086, Federal Aid No. HSIPL-5956(218).**

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 \_\_\_\_\_

Its Attorney In Fact

Title \_\_\_\_\_

(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

**Recitals:**

1. California Professional Engineering, Inc. dba California Professional Electrical Engineering (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Solar Powered Speed Feedback Signs at Various Locations, Project No.C3-0086, Federal Aid No. HSIPL-5956(218).**
2. Allied World Insurance Company, a New Hampshire 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 **\$283,784.00 (Two hundred eighty three thousand, seven hundred eighty four 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 December 3, 2015

By California Professional Engineering, Inc. dba California Professional Electrical Engineering

By \_\_\_\_\_

Title Van Nguyen, President

"Contractor"

(Corporate Seal)

Allied World Insurance Company

By \_\_\_\_\_

Type Name Yung T. Mullick, Attorney-in-Fact

Its Attorney in Fact  
"Surety"

(Corporate Seal)

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



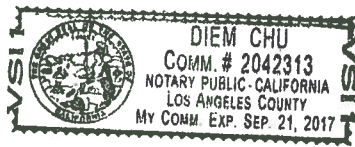
**ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Los Angeles } SS.

On DEC 07 2015, before me, Diem Chu, Notary Public,  
DATE  
personally appeared Van Nguyen, 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.

*[Handwritten Signature]*  
NOTARY'S SIGNATURE

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

PLACE NOTARY SEAL IN ABOVE SPACE

**OPTIONAL INFORMATION**

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER President, Secretary, Treasurer, Manager  
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER (PRINCIPAL) IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
California Professional Engineering, Inc.

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On December 3, 2015 before me, Christine T. Hoang, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Yung T. Mullick  
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 [Handwritten Signature]  
Signature of Notary Public Christine T. Hoang



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 the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

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

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Allied World Surety**  
 Division of Allied World Insurance Company  
 30 S. 17<sup>th</sup> St., Suite 810  
 Philadelphia, PA 19103

**POWER OF ATTORNEY**

Issue Date: September 30, 2015

No. 32826-A1063

Single Transaction Limit: \$10,000,000

**KNOW ALL MEN BY THESE PRESENTS:**

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

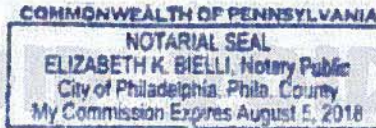
NAME(s): James W. Mollanen Yung T. Mullick

FIRM: The Bond Exchange & Insurance Agency 24800 Chrisanta Drive Suite 160 Mission Viejo, CA 92691

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. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 30th day of September, 2015



*[Signature]*  
 Title: Senior Vice President - Surety

State of Pennsylvania )  
 County of Philadelphia )ss.

On this 30th day of September, 2015, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

*[Signature]*

Notary  
 My Commission Expires: 08/05/2018

**CERTIFICATE**

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Timothy J. Curry, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 3<sup>rd</sup> day of December, 2015.

*[Signature]*

Timothy J. Curry, Secretary

BOND NO. S001-0936  
BOND PREMIUM IS INCLUDED IN PERFORMANCE BOND  
BOND ISSUED IN DUPLICATE

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

The makers of this Bond are California Professional Engineering, Inc. dba California Professional Electrical Engineering as Principal and Original Contractor and Allied World 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 **\$283,784.00 (Two hundred eighty three thousand, seven hundred eighty four 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 **Solar Powered Speed Feedback Signs at Various Locations, Project No.C3-0086, Federal Aid No. HSIPL-5956(218)**.

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: December 3, 2015

California Professional Engineering, Inc.  
dba California Professional Electrical Engineering  
**Original Contractor – Principal**

Allied World Insurance Company  
**Surety**

By [Signature]

By [Signature]  
Yung T. Mullick, Attorney-in-Fact  
Its Attorney In Fact

Title Van Nguyen, President  
(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).**

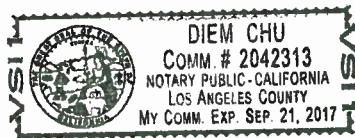
# ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
 County of Los Angeles } SS.

On DEC 07 2015, before me, Diem Chu, Notary Public,  
DATE  
 personally appeared Van Nguyen, 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/hers/their authorized capacity(ies), and that by his/hers/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.

*[Handwritten Signature]*

NOTARY'S SIGNATURE

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

PLACE NOTARY SEAL IN ABOVE SPACE

## OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER President, Secretary, Treasurer, Manager  
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

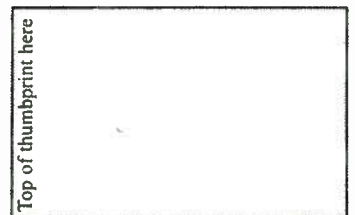
\_\_\_\_\_  
DATE OF DOCUMENT

### SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY (IES)  
California Professional Engineering, Inc.

RIGHT  
 THUMBPRINT  
 OF  
 SIGNER

OTHER



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On December 3, 2015 before me, Christine T. Hoang, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Yung T. Mullick

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

Signature of Notary Public Christine T. Hoang



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 the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

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

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

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Allied World Surety**  
 Division of Allied World Insurance Company  
 30 S. 17<sup>th</sup> St., Suite 810  
 Philadelphia, PA 19103

**POWER OF ATTORNEY**

Issue Date: September 30, 2015

No. 32826-A1064

Single Transaction Limit: \$10,000,000

**KNOW ALL MEN BY THESE PRESENTS:**

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s): James W. Moilanen Yung T. Mullick  
 FIRM: The Bond Exchange & Insurance Agency 24800 Chrisanta Drive Suite 160 Mission Viejo, CA 92691

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. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 30th day of September, 2015



*[Signature]*  
 Title: Senior Vice President - Surety

State of Pennsylvania )  
 County of Philadelphia ) ss.

On this 30th day of September, 2015, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

*[Signature]*

Notary  
 My Commission Expires: 08/05/2018

**CERTIFICATE**

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Timothy J. Curry, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 3<sup>rd</sup> day of December, 20 15.

*[Signature]*  
 Timothy J. Curry, Secretary



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**COMPANY PROFILE**

**Company Information**

**ACE AMERICAN INSURANCE COMPANY**

**436 WALNUT STREET  
PHILADELPHIA, PA 19106  
800-352-4462**

**Old Company Names**

**Effective Date**

ALLIED COMPENSATION INSURANCE COMPANY	04/03/1961
ALLIED INSURANCE COMPANY	12/14/1977
CIGNA INSURANCE COMPANY	11/01/1999
INA UNDERWRITERS INSURANCE COMPANY	12/31/1983

**Agent For Service**

NANCY FLORES  
818 WEST SEVENTH STREET  
SUITE 930  
LOS ANGELES CA 90017

**Reference Information**

NAIC #:	22667
California Company ID #:	1325-0
Date Authorized in California:	12/20/1945
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

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**NAIC Group List**

NAIC Group #: 0626 ACE LTD

**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





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

**TEN0215 01 14**

**PRIMARY AND NON-CONTRIBUTING INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,**  
Paragraph 4:

**Section IV: Commercial General Liability Conditions**

**4. Other Insurance:**

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party as defined below, it is understood and agreed that in the event of a claim or "suit" caused in whole or in part by the Named Insured's negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

Absence of a specifically named Third Party above means this endorsement applies only to those third parties required to be named as an Additional Insured as Primary and Non-Contributory coverage specified in a written contract with the Named Insured under this policy, entered into prior to the "loss" or "occurrence".

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.



## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Only such Person or Organization where required in a written contract with the Named Insured under this policy, entered into prior to the loss or "occurrence".

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEN0099 01 14

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT WITH CAP**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

**SCHEDULE**

**Designated Construction Projects**

ALL PROJECTS WHERE REQUIRED BY A WRITTEN CONTRACT EXECUTED PRIOR TO LOSS OR "OCCURRENCE".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay damages caused by "occurrences" under **COVERAGE A (SECTION 1)**, which can be attributed only to ongoing operations at a single designated construction project shown in the schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.  
  
However, the most we will pay under the Designated Construction Project General Aggregate Limit for all projects combined is **\$4,000,000**
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products- completed operations hazards" regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under **COVERAGE A** for damage shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.



**COMMERCIAL GENERAL LIABILITY**

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. Any payments made under **COVERAGE A** for damages shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable: and
  - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit or the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **Limits of Insurance (SECTION III)** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms, conditions and exclusions under the policy apply to this endorsement and remain unchanged.



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Only those parties required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to loss or "occurrence".</p>	<p>ALL</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. 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", "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(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
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.



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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Only those parties required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to loss or "occurrence".	ALL
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".



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

## **Business Auto Broadening Endorsement**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSUREDS
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH





# BUSINESS AUTO COVERAGE FORM

## I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

## II. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

## III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

## IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.



**VI. FELLOW EMPLOYEE COVERAGE:**

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

**VII. ADDITIONAL TRANSPORTATION EXPENSE**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

**VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

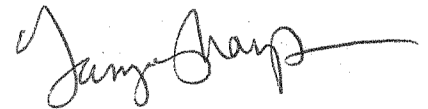
SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If hired "autos" are covered "autos" for Liability Coverage in this policy and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
- (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
  - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning
- Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

**IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.



**X. LOAN/LEASE GAP COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
- a. The amount paid under the Physical Damage Coverage Section of the policy; and
  - b. Any:
    - (1) Overdue lease/loan payments at the time of the "loss";
    - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
    - (3) Security deposits not returned by the lessor;
    - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (5) Carry-over balances from previous loans or leases.

**XI. GLASS REPAIR – DEDUCTIBLE WAIVER**

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

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

**XII. TWO OR MORE DEDUCTIBLES**

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

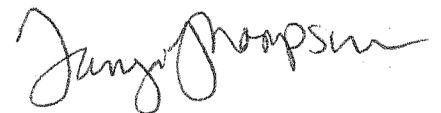
- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

**XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.



**XIV. WAIVER OF SUBROGATION**

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us  
We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

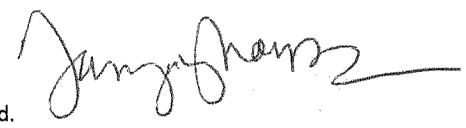
- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
  1. Any covered "auto" you lease, hire, rent or borrow; and
  2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

- e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
  - (1) The additional insured is a Named Insured under such other insurance; and
  - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**XVIII. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if; is replaced by the following:

e. Anywhere in the world if:

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

**XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH**

SECTION V - DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.



**Prime Express<sup>SM</sup>**  
**Commercial Excess Liability Policy With CrisisResponse<sup>®</sup>**

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

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

The word **Insured** means any person or organization qualifying as such under Section VII. Definitions.

Except for headings, words that appear in bold print have special meaning. See Section VII. Definitions.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree to provide coverage as follows:

**I. INSURING AGREEMENT - COMMERCIAL EXCESS LIABILITY**

A. We will pay on behalf of the **Insured** those sums in excess of the **Retained Limit** that the **Insured** becomes legally obligated to pay as damages by reason of liability imposed by law because of **Bodily Injury, Property Damage** or **Personal Injury and Advertising Injury** to which this insurance applies or because of **Bodily Injury** or **Property Damage** to which this insurance applies assumed by the **Insured** under an **Insured Contract**. Coverage under this policy will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will not be broader than the coverage provided by the policy listed in **Scheduled Underlying Insurance**.

The amount we will pay for damages is limited as described in Section IV. Limits of Insurance.

B. This policy applies, only if:

1. the **Bodily Injury** or **Property Damage** is caused by an **Occurrence** that takes place anywhere, and the **Bodily Injury** or **Property Damage** occurs during the **Policy Period**; and
2. the **Personal Injury and Advertising Injury** is caused by an **Occurrence** that takes place anywhere arising out of your business, but only if the **Occurrence** was committed during the **Policy Period**.

C. 1. This policy applies to **Bodily Injury** or **Property Damage**, only if prior to the **Policy Period**, no **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph N. of Section VII, no executive officer or director listed under subparagraph 2d. of Paragraph N. of Section VII. and no employee authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**, knew that the **Bodily Injury** or **Property Damage** had occurred, in whole or in part. If such an **Insured**, or authorized employee knew, prior to the **Policy Period**, that the **Bodily Injury** or **Property Damage** had occurred, then any continuation, change or resumption of such **Bodily Injury** or **Property Damage** during or after the **Policy Period** will be deemed to have been known prior to the **Policy Period**.

2. **Bodily Injury** or **Property Damage** which occurs during the **Policy Period** and was not, prior to the **Policy Period**, known to have occurred by any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph N. of Section VII., any executive officer or director listed under subparagraph 2d. of Paragraph N. of Section VII. or any employee authorized by you to give or receive notice of an **Occurrence** or claim, includes any continuation, change or resumption of that **Bodily Injury** or **Property Damage** after the end of the **Policy Period**.



**Prime Express<sup>SM</sup>  
Commercial Excess Liability Policy With CrisisResponse<sup>®</sup>**

**DECLARATIONS**

The company issuing this policy is indicated by an "X" in the box to the left of the company's name.

- |  |  |
|--|--|
| <input type="checkbox"/> American Home Assurance Company       | <input type="checkbox"/> Illinois National Insurance Company                                 |
| <input type="checkbox"/> AIG Assurance Company                 | <input checked="" type="checkbox"/> National Union Fire Insurance Company of Pittsburgh, Pa. |
| <input type="checkbox"/> AIG Property Casualty Company         | <input type="checkbox"/> New Hampshire Insurance Company                                     |
| <input type="checkbox"/> Commerce & Industry Insurance Company | <input type="checkbox"/> The Insurance Company of the State of Pennsylvania                  |
| <input type="checkbox"/> Granite State Insurance Company       |  |

(each of the above being a capital stock company)

**Administrative/Mailing Address: 175 Water Street, New York, NY 10038  
Telephone No. 212-458-5000**

**POLICY NUMBER:** BE 068404687 **RENEWAL OF:** 014360939

**ITEM 1. NAMED INSURED:** CALIFORNIA PROFESSIONAL ENGINEERING INC.

**MAILING ADDRESS:** 929 OTTERBEIN AVE UNIT E  
LA PUENTE, CA 91748-1440

**ITEM 2. POLICY PERIOD:** FROM: February 26, 2015 TO: February 26, 2016  
(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)

**ITEM 3. LIMITS OF INSURANCE**

The Limits of Insurance, subject to the terms of this policy, are:

- |                 |   |
|-----------------|---|
| A. \$10,000,000 | <b>Each Occurrence</b>  |
| B. \$10,000,000 | <b>General Aggregate</b> (in accordance with Section IV. Limits of Insurance)                       |
| C. \$10,000,000 | <b>Products-Completed Operations Aggregate</b> (in accordance with Section IV. Limits of Insurance) |
| D. \$250,000    | <b>CrisisResponse Sublimit of Insurance</b>   |
| E. \$50,000     | <b>Excess Casualty CrisisFund Limit of Insurance</b>  |

**ITEM 4. SCHEDULED UNDERLYING INSURANCE - See Schedule of Underlying Insurance**

**ITEM 5. PREMIUM AND PREMIUM COMPUTATION**

ESTIMATED TOTAL ANNUAL EXPOSURE	
RATES PER	FLAT
MINIMUM PREMIUM	\$37,800.00
ADVANCE PREMIUM	\$37,800.00

**ITEM 6. THIS POLICY INCLUDES THESE ENDORSEMENTS AT INCEPTION DATE: SEE ATTACHED SCHEDULE**

**PRODUCER NAME:** HULL & COMPANY INC DBA NATIONAL RISK SOLUTIONS  
**ADDRESS:** 2389 WEST MARCH LANE  
# 200  
STOCKTON, CA 95207

POLICY FEE \$450.00

  
\_\_\_\_\_  
Christopher G. Kopser  
Authorized Representative or  
Countersignature (Where Applicable)

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/2/2015

**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 SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**


<b>PRODUCER</b> OnPoint Underwriting Inc. 8390 E Crescent Pkwy, Suite 200 Greenwood Village, CO 80111	<b>CONTACT NAME:</b> Steven McComb <b>PHONE (A/C, No Ext):</b> (360) 828-0644 <b>FAX (A/C, NO):</b> (360) 828-0699 <b>EMAIL ADDRESS:</b>																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																						
INSURER E:																						
INSURER F:																						
<b>INSURED</b> Barrett Business Services, Inc. L/C/F CALIFORNIA PROFESSIONAL ENGINEERING INC. 929 OTTERBEIN AVE UNIT E LA PUENTE, CA 91748																						

**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 ISSUES 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		
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE	\$	
								\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	RWC C48554647	12/01/15	12/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH-ER	
				Covered states: CA			E.L. EACH ACCIDENT	\$2,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$2,000,000	
							E.L. DISEASE - POLICY LIMIT	\$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
In the event of any payment under this policy for a Loss for which the named insured has waived the right of recovery in a written contract entered into prior to the Loss, insurer hereby agrees to also waive our right of recovery but only with respect to such Loss.

<b>CERTIFICATE HOLDER</b> County of Riverside, Transportation and Land Management Agency 3525 14th Street Riverside CA 92501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATA THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Richard Poling
---	--



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

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



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY OnPoint Underwriting Inc.		NAMED INSURED Barrett Business Services, Inc. 8100 NE Parkway, Suite 200 Vancouver WA 98662	
POLICY NUMBER RWC C48554647			
CARRIER ACE American Insurance Company	NAIC CODE 22667	EFFECTIVE DATE: 12/01/15	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (01/14)

**CERTIFICATE HOLDER:** County of Riverside, Transportation and Land Management Agency

**ADDRESS:** 3525 14th Street Riverside CA 92501

WOS in favor of: The County of Riverside, its directors, officers, elected and appointed officials, employees, agents and representatives. Re: Solar Powered Speed Feedback Signs at Various Locations. Project No. C3-0086. Federal Aid No. HSIPL-5956 (218)

**Workers' Compensation and Employers' Liability Policy**

Named Insured BARRETT BUSINESS SERVICES, INC. L/C/F CALIFORNIA PROFESSIONAL ENGINEERING INC. 8100 NE PARKWAY DRIVE, STE. 200 VANCOUVER WA 98662	Endorsement Number
	Policy Number Symbol: RWC Number: C48554647
Policy Period 12-01-2015 <b>TO</b> 12-01-2016	Effective Date of Endorsement 12-01-2015
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. (    ) Specific Waiver  
Name of person or organization:  
  
  
( X ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:  
ALL CALIFORNIA OPERATIONS

3. Premium:  
The premium charge for this endorsement shall be 2.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium :                      \$0



\_\_\_\_\_  
Authorized Agent



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**COMPANY PROFILE**

**Company Information**

**CALIFORNIA AUTOMOBILE INSURANCE COMPANY**  
**4484 WILSHIRE BOULEVARD**  
**LOS ANGELES, CA 90010**  
**800-824-6194**

<b>Old Company Names</b>	<b>Effective Date</b>
MERCURY INDEMNITY COMPANY	12/05/1988

**Agent For Service**  
 RANDALL PETRO  
 555 WEST IMPERIAL HIGHWAY  
 BREA CA 92821

**Reference Information**

NAIC #:	38342
California Company ID #:	2343-2
Date Authorized in California:	12/12/1979
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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**NAIC Group List**

NAIC Group #: 0660 MERCURY GEN 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



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**COMPANY PROFILE**

**Company Information**

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

**180 MAIDEN LANE  
NEW YORK, NY 10038  
800-551-0824**

**Old Company Names**

**Effective Date**

**Agent For Service**

KARISSA LOWRY  
2710 GATEWAY OAKS DRIVE  
SUITE 150N  
SACRAMENTO CA 95833

**Reference Information**

NAIC #:	19445
California Company ID #:	0131-3
Date Authorized in California:	11/28/1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

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**NAIC Group List**

NAIC Group #: 0012 AMERICAN INTRNL 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
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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**COMPANY PROFILE**

**Company Information**

**ALLIED WORLD INSURANCE COMPANY**  
**199 WATER STREET, 24TH FLOOR**  
**NEW YORK, NY 10038**

**Old Company Names**

**Effective Date**

ALLIED WORLD REINSURANCE COMPANY	05/22/2013
CONVERIUM INSURANCE (NORTH AMERICA) INC.	04/29/2009
RE CAPITAL REINSURANCE CORPORATION	12/28/1995
ZC INSURANCE COMPANY	08/16/2002

**Agent For Service**

KARISSA LOWRY  
 2710 GATEWAY OAKS DRIVE  
 SUITE 150N  
 SACRAMENTO CA 95833

**Reference Information**

NAIC #:	22730
California Company ID #:	3186-4
Date Authorized in California:	12/21/1988
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

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**NAIC Group List**

NAIC Group #: 3239 Allied World Assur Holding 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
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- ✓ SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

## Bid

Date: 11-8-15

To: County of Riverside, hereafter called "County";

Bidder: California Professional Engineering, Inc.  
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Solar Powered Speed Feedback Signs at various locations, Project No. C3-0086, Federal Aid No. HSIPL - 5956 (218) hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) 1 (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor (not by telephone or facsimile) before the time specified in the Notice Inviting Bids for the public opening of bids, this Bid constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Bids and to waive any irregularities or informalities contained in a Bid.
3. To execute the Contract and deliver the Performance Bond, Payment Bond and Insurance Certificate with endorsements, that comply with the requirements set forth in the Instructions to Bidders and General Conditions (Special Provisions), within ten (10) business days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract shall constitute a written memorial thereof.
5. To submit to the County such information as County may require determining whether a particular Bid is the lowest responsible bid submitted.
6. That the accompanying Bid Bond, certified check or cashier's check is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Contract and deliver the required bonds within ten (10) business days after notice of award. If Contractor fails to execute and deliver said documents, the bond or check is to be charged with the costs of the resultant damages to the County, including but not limited to: publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done for the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this Bid the Contractor certifies that the representations made therein are made under penalty of perjury.

**Solar Powered Speed Feedback Signs  
At Various Locations  
Project No. C3-0086  
Federal Aid No. HSIPL-5956(218)**

**PROPOSAL (REVISED)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066100	DUST CONTROL	LS	1	1000	1000
2	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	800	800
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	2000	2000
4	566011	ROADSIDE SIGN - ONE POST	EA	37	360	13,320
5	151281	SALVAGE ROADSIDE SIGNS	EA	12	100	1,200
6	152390	RELOCATE ROADSIDE SIGN	EA	2	200	400
7	000003	SOLAR-POWERED SPEED FEEDBACK DISPLAY (2'X4')	EA	8	25,255	202,064
8	000003	FULL-MATRIX CHANGEABLE MESSAGE DISPLAY (4'X6') (INCLUDING CONTROLLER UNIT)	EA	1	61,000	61,000
9	760090	MOBILIZATION, DE-MOBILIZATION, AND FINAL CLEAN UP	LS	1	2,000	2,000

PROJECT TOTAL: two hundred eighty three thousand seven hundred eighty four dollars \$ 283,784  
ITEMS 1-9 "WORDS"

## Bidder Data and Signature

Name of Bidder: California Professional Engineering, Inc.

Type of organization: Corporation

Person(s) authorized to sign for Bidder: Van Nguyen, President

**Note:**

If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.

If Bidder is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.

If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.

If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

Business Street Address: 929 Otterbein Ave Unit E  
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: La Puente, CA. 91748

P.O. Box- Number: N/A

P.O. Box- City, State, Zip Code: N/A

Phone: (626) 810-1338

Facsimile: (626) 810-1322

E-mail: van@cpengineeringinc.com

Contractor's license number: 793907

License Classification(s): A, C-10, C-20

Expiration date: 04-30-2017

Department of Industrial Relations Registration Number: 1000001980



**Bidder Data and Signature (continued)**

Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least ten (10) percent of the total bid for:

**Solar Powered Speed Feedback Signs**

**At Various Locations**

**Project No. C3-0086**

**Federal Aid No. HSIPL-5956(218)**

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that the foregoing Statements and Questionnaire are true and correct and that the Bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission regulations (Chapter 5, Title 2 of the California Administrative Code).

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and Title 49 code of Federal Regulations, part 29 Debarment and Suspension Certification, and Disclosure of Lobbying Activities are true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page B1 of this Bid.

Signature:



---

Name (printed):

**Van Nguyen**

---

Title:

**President**

---

“Contractor”

## Subcontractor List

Bidder/Contractor submits the following complete list of each Subcontractor who will perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid or \$10,000 whichever is greater.

Check box on right side of row if any construction item, for the listed Subcontractor, is partial work. If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portion(s) of the work to be performed by the different subcontractors or Bidder/Contractor will be subject to provisions of Public Contract Code Section 4106.

**California Professional Engineering, Inc.**

Name of Bidder (Prime/General Contractor): \_\_\_\_\_

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.						<input type="checkbox"/>
2.						<input type="checkbox"/>
3.						<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>
7.						<input type="checkbox"/>

(If applicable, check box.) Additional information for Subcontractor List is attached to this Bid. (A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors:   0   %

Note: A minimum of 50% of the work is required to be performed by the prime/general Contractor.

## Non-Collusion Declaration

To be executed by bidder and submitted with bid.  
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares: **California Professional Engineering, Inc.**

I am the President (Title) of \_\_\_\_\_ (Company),  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

November (Month) 18 (Day) of 2015 (Year),

at La Puente (City) California (State).

Signature of Declarant: \_\_\_\_\_

Printed name of Declarant: \_\_\_\_\_

Name of Bidder (Company): \_\_\_\_\_

Title or Office: \_\_\_\_\_

Note: Notarization of signature required.  
 Check box if attachment is included.

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF Los Angeles )

On NOV 18 2015 before me, Diem Chu, Notary Public,

Date

(here insert name and title of the officer)

personally appeared Van Nguyen

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] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

**Iran Contracting Act**  
(Public Contract Code sections 2200-2208)

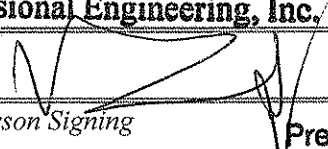
Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**Option #1 – Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i> <b>California Professional Engineering, Inc.</b>		<i>Federal ID Number (or n/a)</i> <b>95-4837794</b>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> <b>Van Nguyen</b>		<b>President</b>
<i>Date Executed</i> <b>11-18-15</b>	<i>Executed in</i> <b>LOS Angeles County, La Puente, CA</b>	

**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

**Equal Employment Opportunity Certification**

The bidder ✓, proposed subcontractor \_\_\_\_\_, hereby certifies that he has ✓, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

California Professional Engineering, Inc.  
(Company name)  
By: \_\_\_\_\_  
(Signature)  
Van Nguyen, VAN NGUYEN  
(Name, print)  
President  
(Title)  
11-18-15  
(Date)

**Note:**

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

## Public Contract Code Statements and Questionnaire

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not  been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note:** The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

### Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No

If the answer is yes, explain the circumstances on a separate page.

### Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**Note:** The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## Debarment and Suspension Certification

(Title 49, Code of Federal Regulations, Part 29)

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

N/A

### Notes:

Providing false information may result in criminal prosecution or administrative sanctions.

Attention is directed to Title 2, Code of Federal Regulations, Parts 180 and 1200

Attention is directed to Form FHWA-1273, Section IV, Subsection 10. Certification of eligibility

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



## Nonlobbying Certification

(for Federal-Aid Contracts)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p style="text-align: right;"><b>For Material Change Only:</b>  year ____ quarter ____  date of last report ____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p style="text-align: center;">Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b>  (If individual, last name, first name, MI)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)  (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input checked="" type="checkbox"/></p>		
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
		<p>Signature: _____  Print Name: <b>Van Nguyen</b>  Title: <b>President</b>  Telephone No.: <b>626-810-1338</b>      Date: <b>11-8-15</b></p>
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction  Standard Form - LLL</p>

## Instructions for Completion of Standard Form – LLL

### Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

*SF-LLL-Instructions Rev. 06-04-90*

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: County of Riverside 2. Contract DBE Goal: 2.3%  
 3. Project Description: Solar Powered Speed Feedback Signs  
 4. Project Location: El Sobrante Rd.; Cajalco Rd.; San Timoteo Canyon Rd.; Soboba Rd., Van Buren Blvd.  
 5. Bidder's Name: California Professional Engineering, Inc. 6. Prime Certified DBE:  7. Bid Amount: 283,784  
 8. Total Dollar Amount for ALL Subcontractors: 0 9. Total Number of ALL Subcontractors: 0

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
1-9	Traffic control, solar powered feedback mobilization, signs	31277	CALIFORNIA PROFESSIONAL ENGINEERING, INC. 429 Otterbein Ave Unit E La Puente CA 91748 626-810-1338	283,784
Local Agency to Complete this Section				
21. Local Agency Contract Number: <u>C3-0086</u>				\$ 283,784
22. Federal-Aid Project Number: <u>HSIPL-5956(218)</u>				
23. Bid Opening Date: _____				100 %
24. Contract Award Date: _____				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.
25. Local Agency Representative's Signature		26. Date		
27. Local Agency Representative's Name		28. Phone		
29. Local Agency Representative's Title				
25. Local Agency Representative's Signature		26. Date		
27. Local Agency Representative's Name		28. Phone		
29. Local Agency Representative's Title				16. Preparer's Signature <u>Van Nguyen</u> 17. Date <u>11-8-15</u> 18. Preparer's Name <u>President</u> 19. Phone <u>626-810-1338</u> 20. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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**INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**

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**CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

**LOCAL AGENCY SECTION**

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 28. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

**DBE Information - Good Faith Efforts, Exhibit 15-H**

Federal-aid Project No. HSIPL - 5956 (218)

Bid Opening Date: 11-18-15

The County of Riverside established a Disadvantaged Business Enterprise (DBE) goal of 2.3% for this project. The information provided herein shows that a good faith effort was made.

**Lowest, second lowest and third lowest bidders** shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
<u>We are DBE</u>	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
<u>We are DBE</u>		

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
<u>We are DBE</u>				

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

We are DBE

Names, addresses and phone numbers of firms selected for the work above:

We are DBE

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

We are DBE



- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

WE ARE DBE

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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WE ARE DBE

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

WE ARE DBE

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

## Local Agency Bidder – DBE Information Attachment

### Bids Received By Apparent Low Bidder, Second Low Bidder, and Third Low Bidder

Bidder information shall be furnished, using this form, for each supplier, trucking firm and sub-contract bid/proposal that the apparent low bidder received pertaining to the reference project, whether or not the bidding supplier, trucking firm or sub-contractor was awarded work by the apparent low bidder, and whether or not the bid/proposal was solicited by the apparent low bidder. Bidder information is required for both DBE and non-DBE firms. This information must be submitted by the apparent low bidder, second low bidder and third low bidder as an attachment to the completed "Local Agency Bidder – DBE Commitment (Construction Contracts), Exhibit 15-G" form. Use additional sheets if necessary.

Type of work	DBE Firm Name and Address	Certified DBE [Yes or No]	Last Year's Gross Receipts [a]	Age of DBE Firm [Years]
striping	BC TRAFFIC SPECIALIST 438 W. SOUTHERN AVE ORANGE, CA 92865	NO		
<del>SUPERVISOR PAVEMENT MANAGEMENT</del>				
striping	SUPERIOR PAVEMENT 5312 CYPRESS ST CYPRESS, CA 91063	NO		
Supplier	FORTELL TRAFFIC 5310 E. HUNTER AVE ANAHEIM, CA 92807	NO		

- (a) Required for each Federal aid contract in conformance with 49 CFR 26, in establishing annual DBE goals. Indicate approximate amount:
- (1) if under \$1 Million,
  - (2) if between \$1 Million and \$5 Million, or
  - (3) if greater than \$5 Million



Juan C. Perez, P.E., T.E.  
Director of Transportation and Land  
Management

# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.  
Assistant Director of Transportation

## Transportation Department

### ADDENDUM NUMBER 1 Dated November 12, 2015

to the  
Specifications and Contract Documents  
for the construction of

Solar Powered Speed Feedback Signs  
At Various Locations  
Project No. C3-0086  
Federal Aid No. HSIPL-5956(218)

**Bids Due:** Wednesday, November 18, 2015; 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 Section 8 of Instructions to Bidders 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 plans and specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Bid. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted Bid.

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 "Proposal" (page B2). Delete and replace "PROPOSAL" (page B2) with revised "Proposal" attached herewith as **Attachment "A"**. The following revisions have been made to the bid Proposal:

- a. "Unit" of measurement for following bid items are corrected from "LS" to "EA":
  - Item 7, "SOLAR-POWERED SPEED FEEDBACK DISPLAY (2'X4)'"
  - Item 8, "FULL-MATRIX CHANGEABLE MESSAGE DISPLAY (4'X6')  
(INCLUDING CONTROLLER UNIT) "

See Attachment "A"

**Item 2: Roadside Signs**

Refer to section "Signs" on page 23 and last paragraph of subsection "Material" of Special Provisions. Delete and replace the last paragraph with the following:

All signs shall be installed using the County standard 1222 regardless of installing new or replacing the existing posts.

**Item 3: Federal Minimum Wages Update.**

Refer to Appendix D, entitled "Federal Prevailing Wages Decision", delete and replace these pages with the following:

Federal wage determination, General Decision No. CA150036-CA36, Modification No. 16, dated **11/06/2015**, shall apply to this project. This document is available upon request from the Transportation Department: (951) 955-6780, and also posted on following County website:

<http://rctima.org/trans/Contractors-Corner/Notices-Inviting-Bids>

**MODIFICATIONS / CLARIFICATIONS TO PLANS:**


**Item 4: Plan Sheet 2 of 2 (L-1)**

Refer to plan sheet 2 of 2 and construction Notes No. 2 and 8.

Furnishing and installation of signs as called out on the plans in construction note No. 2 shall be construction of new signs and posts per County Standard 1222.

Remove and Salvage existing sign and post as called out on the plans in construction note No. 8; there shall be no existing concrete foundation for any type of post whether it is steel post or wood post.

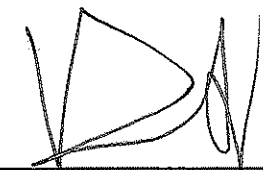
This addendum has been prepared under the direction of the following registered Civil Engineer(s):

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



**Concurrence:**

  
\_\_\_\_\_  
Khalid Nasim, P.E.  
Engineering Division Manager

**Acknowledged:**  \_\_\_\_\_ **Date:** 11-18-15  
(Contractor)

JRJ:jrj:sb

Note: Refer to Section 8, "Addenda" (page A4). Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of **only this** acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page (B1) of the Bid form (Proposal).

## **ATTACHMENTS**

**A – Revised Proposal**

**Bid Bond**

**Recitals:**

1. California Professional Engineering, Inc. dba California Professional Electrical Engineering "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Solar Powered Speed Feedback Signs at Various Locations, Project No. C3-0086, Federal Aid No. HSIPL - 5956 (218)** in accordance with a Notice Inviting Bids from the County.
2. The Hanover Insurance Company a New Hampshire corporation, hereafter called "Surety", is the surety of this bond.

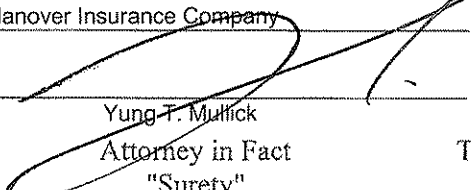
**Agreement:**

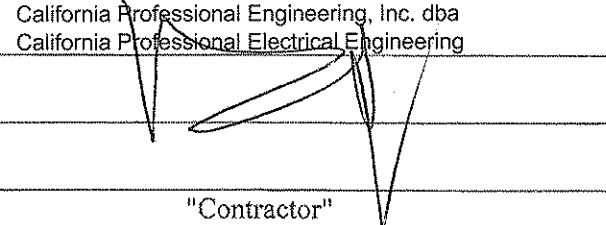
We, Contractor as Principal and Surety as Surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Contract and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: November 13, 2015

Signatures:

The Hanover Insurance Company  
 By:   
 Title: Yung T. Mullick  
Attorney in Fact  
"Surety"

California Professional Engineering, Inc. dba  
California Professional Electrical Engineering  
 By:   
 Title: "Contractor"

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/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 Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).**

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF Los Angeles )

On NOV 18 2015 before me, Diem Chu, Notary Public,

Date (here insert name and title of the officer)

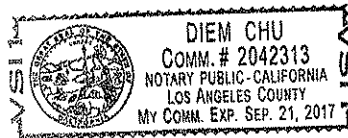
personally appeared Van Nguyen

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

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

WITNESS my hand and official seal.

Signature:  (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On November 13, 2015 before me, Christine T. Hoang, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Yung T. Mullick

Name(s) of Signer(s)

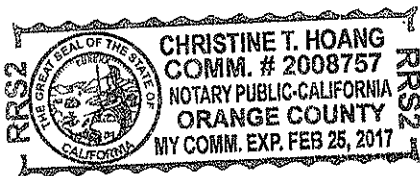
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Signature of Notary Public Christine T. Hoang



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 the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

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

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

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWERS OF ATTORNEY  
CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**James W. Moilanen, Yung T. Mullick, and/or Jennifer C. Anaya**

of **Mission Viejo, CA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 3rd day of **January 2012**.



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

*Robert Thomas*

Robert Thomas, Vice President

*Joe Brenstrom*

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 3rd day of **January 2012** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

*Barbara A. Garlick*

Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 13th day of November 20 15.

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

*Glen Margosian*

Glen Margosian, Vice President

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

The ~~San Francisco~~ Insurance Company

of Bedford, New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire; Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 20th day of October, 1986, I have hereunto set my hand and caused my official seal to be affixed this 20th day of October, 1986.



By

*Victoria S. Sidbury*  
Victoria S. Sidbury  
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



- Company Profile
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- NAIC Group List
- Lines of Business
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- Company Complaint
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- Company Enforcement Action
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- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**HANOVER INSURANCE COMPANY (THE)**

**440 LINCOLN STREET  
WORCHESTER, MA 01653  
800-955-8850**

**Old Company Names**

**Effective Date**

**Agent For Service**

Vivian Imperial  
818 WEST SEVENTH STREET  
SUITE 930  
LOS ANGELES CA 90017

**Reference Information**

NAIC #:	22292
California Company ID #:	2097-4
Date Authorized in California:	01/01/1973
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

**back to top**

**NAIC Group List**

NAIC Group #: 0088 The Hanover 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
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- ✓ SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION