

FORM APPROVED COUNTY COUNSEL  
 BY: AP VICTOR 4/26/10  
 DATE: 4/26/10  
 MARSHAL VICTOR

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



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
 May 6, 2010

**SUBJECT:** Construction of Traffic Signal and Lighting at the intersection of Walnut Avenue and Sherman Avenue, Perris area.

**RECOMMENDED MOTION:** That the Board accept the low bid of DBX, Inc. of Temecula, CA in the amount of \$170,832. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

**BACKGROUND:** By Minute Order dated February 9, 2010 (agenda item 3.56) the Board authorized the Clerk of the Board to advertise for the construction of traffic signal, lighting, and associated improvements at the intersection of Walnut Avenue and Sherman Avenue in the Perris area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, March 03, 2010. Ten responsive bids were received. The lowest responsive bid was submitted by DBX Inc. in the amount of \$170,832. The bid is \$37,728

Juan C. Perez  
 Director of Transportation

JCP:rrj:rr  
 (Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 170,832	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

<b>SOURCE OF FUNDS:</b> West County DIF Signal Mitigation Fund (66.7%), City of Perris (33.3%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

APPROVE

BY: Tina Grande  
 Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: May 25, 2010  
 xc: Transp.

Kecia Harper-Ihem  
 Clerk of the Board  
 By: [Signature]  
 Deputy

Prev. Agn. Ref. 01/05/10, Item 9.8 | District: 5 | Agenda Number:  
 02/09/10, Item 3.56

**3.59**

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

Departmental Concurrence

Policy

Consent

Dept Recomm.:  
 Per Exec. Ofc.:

The Honorable Board of Supervisors

RE: Construction of Traffic Signal and Lighting at the intersection of Walnut Avenue and Sherman Avenue, Perris area.

May 6, 2010

Page 2 of 2

(18%) less than the Engineer's Estimate. The Transportation Improvement Program provides for the construction of the subject improvements.

The traffic signal will provide controlled traffic movements and improve traffic and pedestrian safety near the Sierra Vista Elementary School. This project will also provide striping and signing improvements at the intersection.

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

A portion of this project is located within the City of Perris. This portion is located north of the Walnut Avenue center line. A cooperative agreement between the County and the City for the funding, construction operation and maintenance of the traffic signal has been prepared and executed by the City. The agreement is being submitted to the Board concurrently with this construction contract award recommendation. The project is expected to be completed within the existing budget.

Annual traffic signal operation and maintenance costs are estimated at \$5,500 for this location, with the County's portion to be funded from gas tax.

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

The contractor is qualified.

Project Number: B9-0986



**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Traffic Signal & Lighting at the Intersection of Walnut Ave  
and Sherman Ave, Perris Area**

Advertised: February 9, 2010 (Agenda Item: 3.56)  
Bids Open: 2 pm Date: Wednesday, March 3, 2010

**PROJECT NO. B9-0986**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	COUNTY'S ESTIMATE				DBX, Inc. Temecula, CA 92590	
				QUANTITY	UNIT PRICE	ENG ESTIMATE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	136,000.00	136,000.00	109,812.00	109,812.00	109,812.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00	2,500.00	2,500.00	2,500.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	3,800	2.50	9,500.00	0.80	3,040.00	3,040.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,600	0.40	1,040.00	0.60	1,560.00	1,560.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	700	6.00	4,200.00	2.80	1,960.00	1,960.00
6	566011	ROADSIDE SIGN-ONE POST	EA	15	250.00	3,750.00	190.00	2,850.00	2,850.00
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	1	45.00	45.00	100.00	100.00	100.00
8	151281	SALVAGE ROADSIDE SIGN	EA	10	100.00	1,000.00	30.00	300.00	300.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	192	5.00	960.00	3.00	576.00	576.00
10	066565	RELOCATE SIGN	EA	3	150.00	450.00	100.00	300.00	300.00
11	220101	FINISHING ROADWAY	LS	1	3,000.00	3,000.00	800.00	800.00	800.00
12	074020	WATER POLLUTION CONTROL	LS	1	3,000.00	3,000.00	1,500.00	1,500.00	1,500.00
13	170101	DEVELOP WATER SUPPLY	LS	1	1,000.00	1,000.00	1,200.00	1,200.00	1,200.00
14	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	500.00	500.00	500.00
15	390130	HOT ASPHALT MIX	TON	95	150.00	14,250.00	112.00	10,640.00	10,640.00
16	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	268	5.00	1,340.00	13.00	3,484.00	3,484.00
17	260201	CLASS 2 AGGREGATE BASE	CY	70	40.00	2,800.00	45.00	3,150.00	3,150.00
18	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [ASPHALT CONCRETE WALKWAY]	SQYD	161	10.00	1,610.00	20.00	3,220.00	3,220.00
19	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	60	3.00	180.00	20.00	1,200.00	1,200.00
20	190101	ROADWAY EXCAVATION	CY	241	35.00	8,435.00	40.00	9,640.00	9,640.00
21	017316	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	1	2,500.00	2,500.00	2,000.00	2,000.00	2,000.00
22	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	3	2,500.00	7,500.00	3,500.00	10,500.00	10,500.00
Project Total Items 1-22							<b>208,560.00</b>		<b>170,832.00</b>

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Traffic Signal & Lighting at the Intersection of Walnut Ave  
and Sherman Ave, Perris Area**

**Advised: February 9, 2010 (Agenda Item: 3.56 )  
Bids Open: 2 pm Date: Wednesday, March 3, 2010**

**PROJECT NO. B9-0986**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Dynalectric Los Alamitos, CA 90720-2539		PTM General Engineering Services Riverside, CA 92504	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	103,115.00	103,115.00	112,212.58	112,212.58
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,972.00	10,972.00	3,000.00	3,000.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	3,800	1.00	3,800.00	0.88	3,344.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,600	0.40	1,040.00	0.66	1,716.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	700	3.00	2,100.00	3.08	2,156.00
6	566011	ROADSIDE SIGN-ONE POST	EA	15	232.00	3,480.00	210.00	3,150.00
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	1	101.00	101.00	110.00	110.00
8	151281	SALVAGE ROADSIDE SIGN	EA	10	38.00	380.00	33.00	330.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	192	4.00	768.00	3.50	672.00
10	066565	RELOCATE SIGN	EA	3	83.00	249.00	110.00	330.00
11	220101	FINISHING ROADWAY	LS	1	1,009.00	1,009.00	610.00	610.00
12	074020	WATER POLLUTION CONTROL	LS	1	504.00	504.00	600.00	600.00
13	170101	DEVELOP WATER SUPPLY	LS	1	1,816.00	1,816.00	550.00	550.00
14	066102	DUST ABATEMENT	LS	1	1,362.00	1,362.00	1,500.00	1,500.00
15	390130	HOT ASPHALT MIX	TON	95	121.00	11,495.00	130.00	12,350.00
16	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	268	10.00	2,680.00	29.50	7,906.00
17	260201	CLASS 2 AGGREGATE BASE	CY	70	95.00	6,650.00	28.30	1,981.00
18	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [ASPHALT CONCRETE WALKWAY]	SQYD	161	21.00	3,381.00	44.45	7,156.45
19	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	60	45.00	2,700.00	51.33	3,079.80
20	190101	ROADWAY EXCAVATION	CY	241	40.00	9,640.00	29.37	7,078.17
21	017316	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	1	3,027.00	3,027.00	2,550.00	2,550.00
22	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	3	4,036.00	12,108.00	4,250.00	12,750.00
Project Total Items 1-22						<b>182,377.00</b>		<b>185,132.00</b>

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Traffic Signal & Lighting at the Intersection of Walnut Ave  
and Sherman Ave, Perris Area**

**Advertised: February 9, 2010 (Agenda Item: 3.56 )  
Bids Open: 2 pm Date: Wednesday, March 3, 2010**

**PROJECT NO. B9-0986**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Competitive Edge Electric, Inc Highland, CA 92346		International Line Builders Riverside, CA 92519	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	113,583.00	113,583.00	110,870.00	110,870.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	6,500.00	6,500.00	8,000.00	8,000.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	3,800	0.80	3,040.00	1.00	3,800.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,600	0.60	1,560.00	0.44	1,144.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	700	2.80	1,960.00	3.21	2,247.00
6	566011	ROADSIDE SIGN-ONE POST	EA	15	190.00	2,850.00	235.00	3,525.00
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	1	100.00	100.00	120.00	120.00
8	151281	SALVAGE ROADSIDE SIGN	EA	10	30.00	300.00	39.00	390.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	192	3.00	576.00	4.00	768.00
10	066565	RELOCATE SIGN	EA	3	100.00	300.00	90.00	270.00
11	220101	FINISHING ROADWAY	LS	1	1,000.00	1,000.00	1,100.00	1,100.00
12	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00	1,500.00	1,500.00
13	170101	DEVELOP WATER SUPPLY	LS	1	2,500.00	2,500.00	2,000.00	2,000.00
14	066102	DUST ABATEMENT	LS	1	1,350.00	1,350.00	1,380.00	1,380.00
15	390130	HOT ASPHALT MIX	TON	95	120.00	11,400.00	122.00	11,590.00
16	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	268	10.00	2,680.00	11.00	2,948.00
17	260201	CLASS 2 AGGREGATE BASE	CY	70	94.00	6,580.00	96.00	6,720.00
18	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [ASPHALT CONCRETE WALKWAY]	SQYD	161	21.00	3,381.00	21.00	3,381.00
19	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	60	45.00	2,700.00	46.00	2,760.00
20	190101	ROADWAY EXCAVATION	CY	241	40.00	9,640.00	41.00	9,881.00
21	017316	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	1	3,000.00	3,000.00	3,090.00	3,090.00
22	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	3	4,000.00	12,000.00	4,120.00	12,360.00
Project Total Items 1-22						<b>188,000.00</b>		<b>189,844.00</b>

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Traffic Signal & Lighting at the Intersection of Walnut Ave  
and Sherman Ave, Perris Area**

**Advertised: February 9, 2010 (Agenda Item: 3.56)  
Bids Open: 2 pm Date: Wednesday, March 3, 2010**

**PROJECT NO. B9-0986**

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Landmark Site Contractors Perris, CA 92570		Macadee Electrical Construction Chino, CA 91710	
					UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	111,700.00	111,700.00	126,948.00	126,948.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	7,500.00	7,500.00	8,000.00	8,000.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	3,800	1.10	4,180.00	0.80	3,040.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,600	0.50	1,300.00	0.60	1,560.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	700	3.60	2,520.00	2.80	1,960.00
6	566011	ROADSIDE SIGN-ONE POST	EA	15	260.00	3,900.00	190.00	2,850.00
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	1	120.00	120.00	100.00	100.00
8	151281	SALVAGE ROADSIDE SIGN	EA	10	40.00	400.00	30.00	300.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	192	5.00	960.00	3.00	576.00
10	066565	RELOCATE SIGN	EA	3	90.00	270.00	100.00	300.00
11	220101	FINISHING ROADWAY	LS	1	12,400.00	12,400.00	1,050.00	1,050.00
12	074020	WATER POLLUTION CONTROL	LS	1	3,400.00	3,400.00	525.00	525.00
13	170101	DEVELOP WATER SUPPLY	LS	1	340.00	340.00	1,890.00	1,890.00
14	066102	DUST ABATEMENT	LS	1	920.00	920.00	1,420.00	1,420.00
15	390130	HOT ASPHALT MIX	TON	95	124.00	11,780.00	126.00	11,970.00
16	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	268	7.00	1,876.00	12.00	3,216.00
17	260201	CLASS 2 AGGREGATE BASE	CY	70	91.00	6,370.00	100.00	7,000.00
18	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [ASPHALT CONCRETE WALKWAY]	SQYD	161	22.00	3,542.00	22.00	3,542.00
19	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	60	23.30	1,398.00	48.00	2,880.00
20	190101	ROADWAY EXCAVATION	CY	241	47.00	11,327.00	42.00	10,122.00
21	017316	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	1	2,270.00	2,270.00	3,150.00	3,150.00
22	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	3	2,270.00	6,810.00	4,200.00	12,600.00
Project Total Items 1-22						<b>195,283.00</b>		<b>204,999.00</b>

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Traffic Signal & Lighting at the Intersection of Walnut Ave  
and Sherman Ave, Perris Area**

**Advertised: February 9, 2010 (Agenda Item: 3.56 )  
Bids Open: 2 pm Date: Wednesday, March 3, 2010**

**PROJECT NO. B9-0986**

		Steiny & Company, Inc. Baldwin Park, CA 91706			Christopher R. Morales, Inc. San Dimas, CA 91773			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	860201	SIGNAL AND LIGHTING	LS	1	128,428.00	128,428.00	137,592.00	137,592.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	3,800	0.88	3,344.00	0.80	3,040.00
4	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,600	0.66	1,716.00	0.60	1,560.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	700	3.10	2,170.00	3.00	2,100.00
6	566011	ROADSIDE SIGN-ONE POST	EA	15	210.00	3,150.00	190.00	2,850.00
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	1	110.00	110.00	100.00	100.00
8	151281	SALVAGE ROADSIDE SIGN	EA	10	33.00	330.00	30.00	300.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	192	3.50	672.00	3.00	576.00
10	066565	RELOCATE SIGN	EA	3	110.00	330.00	100.00	300.00
11	220101	FINISHING ROADWAY	LS	1	4,900.00	4,900.00	4,500.00	4,500.00
12	074020	WATER POLLUTION CONTROL	LS	1	1,600.00	1,600.00	1,500.00	1,500.00
13	170101	DEVELOP WATER SUPPLY	LS	1	1,800.00	1,800.00	1,625.00	1,625.00
14	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	950.00	950.00
15	390130	HOT ASPHALT MIX	TON	95	120.00	11,400.00	110.00	10,450.00
16	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	268	15.50	4,154.00	14.00	3,752.00
17	260201	CLASS 2 AGGREGATE BASE	CY	70	100.00	7,000.00	90.00	6,300.00
18	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [ASPHALT CONCRETE WALKWAY]	SQYD	161	39.00	6,279.00	35.00	5,635.00
19	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	60	22.00	1,320.00	20.00	1,200.00
20	190101	ROADWAY EXCAVATION	CY	241	66.00	15,906.00	60.00	14,460.00
21	017316	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	1	2,800.00	2,800.00	2,700.00	2,700.00
22	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	3	7,000.00	21,000.00	6,500.00	19,500.00
Project Total Items 1-22						<b>224,409.00</b>		<b>225,990.00</b>



**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Traffic Signal & Lighting at the Intersection of Walnut Ave  
and Sherman Ave, Perris Area**

**Advertised: February 9, 2010 (Agenda Item: 3.56)  
Bids Open: 2 pm Date: Wednesday, March 3, 2010**

**PROJECT NO. B9-0986**

ITEM NO.		ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	860201		SIGNAL AND LIGHTING	LS	1	163000	163,000.00		0.00	
2	120100		TRAFFIC CONTROL SYSTEM	LS	1	10000	10,000.00		0.00	
3	150717		REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	3,800	0.9	3,420.00		0.00	
4	840656		PAINT TRAFFIC STRIPE (2-COAT)	LF	2,600	0.7	1,820.00		0.00	
5	840519		THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	700	2.9	2,030.00		0.00	
6	566011		ROADSIDE SIGN-ONE POST	EA	15	200	3,000.00		0.00	
7	568001		INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	1	110	110.00		0.00	
8	151281		SALVAGE ROADSIDE SIGN	EA	10	31	310.00		0.00	
9	850102		PAVEMENT MARKER (REFLECTIVE)	EA	192	3.5	672.00		0.00	
10	066565		RELOCATE SIGN	EA	3	110	330.00		0.00	
11	220101		FINISHING ROADWAY	LS	1	1500	1,500.00		0.00	
12	074020		WATER POLLUTION CONTROL	LS	1	1000	1,000.00		0.00	
13	170101		DEVELOP WATER SUPPLY	LS	1	2500	2,500.00		0.00	
14	066102		DUST ABATEMENT	LS	1	2000	2,000.00		0.00	
15	390130		HOT ASPHALT MIX	TON	95	121	11,495.00		0.00	
16	013903		PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	268	11	2,948.00		0.00	
17	260201		CLASS 2 AGGREGATE BASE	CY	70	95	6,650.00		0.00	
18	394002		PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [ASPHALT CONCRETE WALKWAY]	SQYD	161	22	3,542.00		0.00	
19	153103		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	60	46	2,760.00		0.00	
20	190101		ROADWAY EXCAVATION	CY	241	41	9,881.00		0.00	
21	017316		MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	1	3100	3,100.00		0.00	
22	017315		MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	3	4100	12,300.00		0.00	
Project Total										
Items 1-22								<b>244,368.00</b>		<b>0.00</b>

## AGREEMENT

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

### W I T N E S S E T H

#### RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Construction of Traffic Signal and Lighting at the Intersection of Walnut Avenue and Sherman Avenue, Project No. B9-0986**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

#### AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda (**None**). (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

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

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

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

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

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

**CONSTRUCTION OF TRAFFIC SIGNAL AND LIGHTING PROJECT  
AT THE INTERSECTION OF  
WALNUT AVENUE AND SHERMAN AVENUE**

**PROJECT NO. B9-0986**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	860201	SIGNAL AND LIGHTING	LS	1	109,812.00	109,812.00
2	120100	TRAFFIC CONTROL SYSTEMS	LS	1	2,500.00	2,500.00
3	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	3,800	0.80	3,040.00
4	840656	PAINT TRAFFIC STRIPE (2 COAT)	LF	2,600	0.60	1,560.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	700	2.80	1,960.00
6	566011	RAOSIDE SIGN - ONE POST	EA	15	190.00	2,850.00
7	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	1	100.00	100.00
8	151281	SALVAGE ROADSIDE SIGN	EA	10	30.00	300.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	192	3.00	576.00
10	066565	RELOCATE SIGN	EA	3	100.00	300.00
11	220101	FINISHING ROADWAY	LS	1	800.00	800.00
12	074020	WATER POLLUTION CONTROL	LS	1	1,500.00	1,500.00
13	170101	DEVELOP WATER SUPPLY	LS	1	1,200.00	1,200.00
14	066102	DUST ABATEMENT	LS	1	500.00	500.00
15	390130	HOT MIX ASPHALT	TON	95	112.00	10,640.00
16	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	268	13.00	3,484.00
17	260201	CLASS 2 AGGREGATE BASE	CY	70	45.00	3,150.00
18	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [ASPHALT CONCRETE WALKWAY]	SQYD	161	20.00	3,220.00
19	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	60	20.00	1,200.00
20	190101	ROADWAY EXCAVATION	CY	241	40.00	9,640.00
21	017316	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	1	2,000.00	2,000.00
22	17315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	3	3,500.00	10,500.00

PROJECT TOTAL: One hundred seventy thousand eight hundred thirty two dollars and zero cents      \$ 170,832.00  
ITEMS 1-22      "WORDS"

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

COUNTY OF RIVERSIDE

DBX, Inc.

BY Marion Ashley  
Chairman, Board of Supervisors

BY [Signature]

MARION ASHLEY

TITLE: President  
(If Corporation, Affix Seal)

Dated MAY 25 2010

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

\_\_\_\_\_

BY [Signature]  
Deputy

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

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

License No. 240547

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 4/26/10  
MARSHA L. VICTOR DATE

Federal Employer Identification Number:

95-2458707

BY \_\_\_\_\_  
"County"  
(Seal)

\_\_\_\_\_  
"Corporation"  
(Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside



On 03/29/2010  
Date

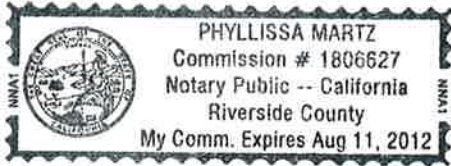
before me,  
Jim Perry

Phyllissa Martz, Notary Public

Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_

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 Phyllissa Martz  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

Jim Perry

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

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: \_\_\_\_\_

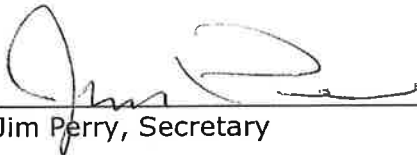
CERTIFICATION OF RESOLUTION

I, Jim Perry, Secretary of DBX, Inc. a California corporation, do hereby certify that the attached RESOLUTION OF OFFICER'S AUTHORITY, to which I hereby attest, is a full, true and correct copy of a resolution of the Board of Directors of said corporation, duly adopted and approved by regular action of the said Board of Directors taken on August 12, 1991 in full conformance with the law and the By Laws of said corporation.

I further certify that the resolution is still in full force and effect and has not been amended or revoked.

IN WITNESS WHEREOF, I have hereunto set my hand as such Secretary, and affixed the corporate seal of said Corporation.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Temecula, California on March 29, 2010.

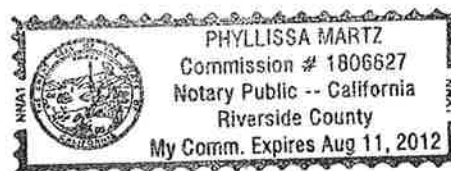
  
\_\_\_\_\_  
Jim Perry, Secretary

SEAL

STATE OF CALIFORNIA )

) SS.

COUNTY OF RIVERSIDE )



Subscribed and sworn to before me this 29th day of March, 2010, by Jim Perry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

  
\_\_\_\_\_

## RESOLUTION OF OFFICER'S AUTHORITY


"WHEREAS, from time to time this corporation, being DBX, Inc., a California corporation, is called upon to execute documents by which this corporation enters into contracts, bonds, obligations of performance, surety and of other legal consequences, and

"WHEREAS, third persons may require or request come written authority evidencing and identifying those persons who are officers and authorized to execute such documents for and on behalf of this corporation, now, therefore, it is

"RESOLVED, that JIM PERRY, who is President and Chief Executive Officer of this corporation, be, and he hereby is, and has been, empowered, authorized and directed to execute any and all kinds of documents, contracts, bonds, obligations of performance, surety and other documents by which this corporation assumes legal obligations, dealing with private and public entities, and

"RESOLVED FURTHER, that any person who relies upon the authority granted and conferred in this resolution shall be indemnified and held harmless from any claim with respect to the existence or non-existence of such authority, and may continue to do so until personally receiving written notice that the authority herein conferred has been terminated."

Dated: August 12, 1991

  
Jim Perry, Secretary

SEAL



**PERFORMANCE BOND**

**Recitals:**

1. **DBX, Inc.** (Contractor) intend to enter into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Construction of Traffic Signal and Lighting at the Intersection of Walnut Avenue and Sherman Avenue, Project No. B9-0986.**
  
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 **\$ 170,832.00, One hundred seventy thousand eight hundred thirty two dollars and zero cents** and inures to the benefit of County.
  
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
  
3. This obligation is binding on our successors and assigns.
  
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of \_\_\_\_\_.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"  
(Corporate Seal)

(Corporate Seal)

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

**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond DBX, 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 \$ 170,832.00, One hundred seventy thousand eight hundred thirty two dollars and zero cents, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Construction of Traffic Signal and Lighting at the Intersection of Walnut Avenue and Sherman Avenue, Project No. B9-0986.

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

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

\_\_\_\_\_  
Original Contractor – Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_  
Its Attorney In Fact

Title \_\_\_\_\_  
(If corporation, affix seal)

**(Corporate Seal)**

**(Corporate Seal)**

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Notary Public (Seal)

**Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.**

**PERFORMANCE BOND**

**Recitals:**

1. **DBX, Inc.** (Contractor) intend to enter into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Construction of Traffic Signal and Lighting at the Intersection of Walnut Avenue and Sherman Avenue, Project No. B9-0986.**
2. THE GUARANTEE COMPANY OF NORTH AMERICA USA, a MICHIGAN 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 **\$ 170,832.00, One hundred seventy thousand eight hundred thirty two dollars and zero cents** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of MARCH 16, 2010

By DBX, INCORPORATED

By 

Title President  
**"Contractor"**  
**(Corporate Seal)**

THE GUARANTEE COMPANY OF NORTH AMERICA USA

By 

Type Name CHARLES L. FLAKE  
**Its Attorney in Fact**  
**"Surety"**

**(Corporate Seal)**

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside }

On 03/29/2010  
Date

before me,  
**Jim Perry**

Phyllissa Martz, Notary Public  
Here Insert Name and Title of the Officer

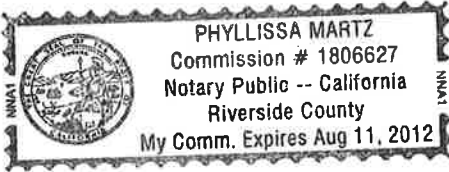
personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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 Phyllissa Martz  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

**Jim Perry**

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

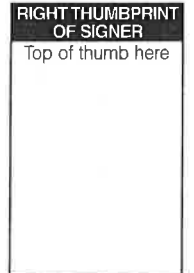
- Individual
- Corporate Officer — Title(s): President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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

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



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange



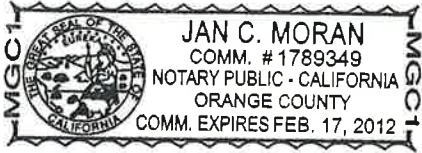
On 3-16-10 before me, Jan C. Moran, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Charles L. Flake  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Jan C. Moran  
Signature of Notary Public  
Jan C. Moran

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

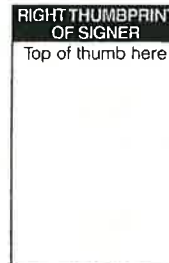
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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

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



Signer Is Representing: \_\_\_\_\_



# THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*David L. Culbertson, Charles L. Flake, Richard A. Coon*  
*Culbertson Insurance Services, Inc.*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of May, 2008.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



Stephen Dullard, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 1st day of May, 2008 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



*Cynthia A. Takai*  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2012.  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 16th day of March, 2010



Randall Musselman, Secretary

## Company Profile

# GUARANTEE COMPANY OF NORTH AMERICA USA (THE)

25800 NORTHWESTERN HWY., STE. 720  
SOUTHFIELD, MI 48075

### Former Names for Company

**Old Name:** MID-STATE SURETY CORPORATION

**Effective Date:** 12-20-2006

### Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR LOS ANGELES, CA  
90017 JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH ST LOS ANGELES, CA 90017  
Unable to Locate the Agent for Service of Process?

### Reference Information

NAIC #:	36650
NAIC Group #:	<u>0000</u>
California Company ID #:	4609-4
Date authorized in California:	October 14, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MICHIGAN

### Lines of Insurance Authorized to Transact

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

SURETY

### Company Complaint Information

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

### Want More?

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

Last Revised - June 26, 2009 05:53 PM  
Copyright © California Department of Insurance



**PAYMENT BOND**

BOND #12063760  
PREMIUM: INCLUDED IN  
PERFORMANCE BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond DBX, Inc., as Principal and Original Contractor and THE GUARANTEE COMPANY OF NORTH AMERICA USA, 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 \$ 170,832.00, One hundred seventy thousand eight hundred thirty two dollars and zero cents, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Construction of Traffic Signal and Lighting at the Intersection of Walnut Avenue and Sherman Avenue, Project No. B9-0986.

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

DATED: MARCH 16, 2010

THE GUARANTEE  
COMPANY OF NORTH AMERICA USA

Surety

By [Signature]  
Its Attorney In Fact  
CHARLES L. FLAKE

DBX, INCORPORATED  
Original Contractor - Principal

By [Signature]

Title President  
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Notary Public (Seal)

**Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Riverside

On 03/29/2010 before me, Phyllissa Martz, Notary Public  
Date Here Insert Name and Title of the Officer

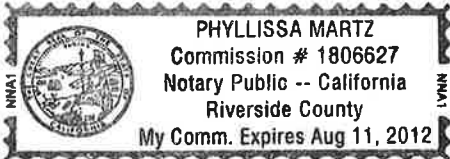
personally appeared Jim Perry  
Name(s) of Signer(s)

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 Phyllissa Martz  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

Jim Perry

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

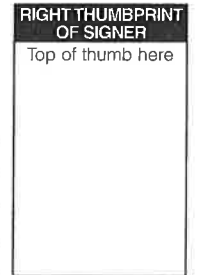
- Individual
- Corporate Officer — Title(s): President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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

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



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange



On 3-16-10 before me, Jan C. Moran, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Charles L. Flake  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Jan C. Moran  
Signature of Notary Public  
Jan C. Moran

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

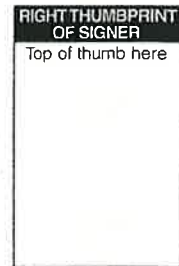
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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

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



Signer Is Representing: \_\_\_\_\_



THE GUARANTEE COMPANY OF NORTH AMERICA USA  
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

David L. Culbertson, Charles L. Flake, Richard A. Coon  
Culbertson Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
- 2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
- 3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of May, 2008.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

*[Signature]*

Stephen Dullard, Vice President

*[Signature]*

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 1st day of May, 2008 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2012.  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*[Signature]*

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 16th day of March, 2010.



*[Signature]*

Randall Musselman, Secretary

## Company Profile

# GUARANTEE COMPANY OF NORTH AMERICA USA (THE)

25800 NORTHWESTERN HWY., STE. 720  
SOUTHFIELD, MI 48075

### Former Names for Company

Old Name: MID-STATE SURETY CORPORATION

Effective Date: 12-20-2006

### Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

---

### Reference Information

NAIC #:	36650
NAIC Group #:	<u>0000</u>
California Company ID #:	4609-4
Date authorized in California:	October 14, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MICHIGAN

---

### Lines of Insurance Authorized to Transact

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

SURETY

---

## Company Complaint Information

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

---

### Want More?

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

---

Last Revised - June 26, 2009 05:53 PM  
Copyright © California Department of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2010

**PRODUCER** Garrett/Mosier/Griffith/Sistrunk Ins. Services  
12 Truman  
Irvine, CA 92620

0B84519 (949)559-6700  
www.garrett-mosier.com (949)559-6703

**INSURED** DBX Inc.  
42066 Avenida Alvarado, Suite C  
Temecula CA 92590

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Company	25674
INSURER B: Travelers Indemnity Company of CT	25682
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY \$5,000 PD Deductible <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU,BFPD,ICP,Wrap Excl <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CO720P439TIL10	3/1/2010	3/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	810720P439TCT10	3/1/2010	3/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CUP7202P439TIL10	3/1/2010	3/1/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

Job: Traffic signal and lighting at the intersection of Walnut Avenue and Sherman Ave Project # B9-0986 (REVISED 4-2-2010)  
 County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives, and the City of Perris, its officers directors, agents and employees are included as additional insured under general liability per attached CGD2480805 including primary wording. Auto additional insured applies per attached CAT3530609.  
 Umbrella additional insured - extension of named insured follows underlying per attached policy form UM00011103 pgs 6-7

### CERTIFICATE HOLDER

County of Riverside  
3525 14th Street  
Riverside CA 92501

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~NOTICE BY MAIL~~ <sup>30</sup> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY REGISTERED MAIL~~ <sup>BY REGISTERED MAIL</sup> ~~OR BY FIRST CLASS MAIL~~ <sup>OR BY FIRST CLASS MAIL</sup> ~~OR BY FAX~~ <sup>OR BY FAX</sup> ~~OR BY TELEPHONE~~ <sup>OR BY TELEPHONE</sup> ~~OR BY ANY OTHER MEANS~~ <sup>OR BY ANY OTHER MEANS</sup> ~~AND THE POLICY WILL BE CANCELLED AS OF THE DATE OF THE LAST NOTICE SENT BY THE INSURER.~~ <sup>\* 10 Days for Non-Payment of Premium.</sup>

### AUTHORIZED REPRESENTATIVE

Calvin Sistrunk

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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

## **BLANKET ADDITIONAL INSURED (CONTRACTORS OPERATIONS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard".
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - i. How, when and where the "occurrence" or offense took place;
    - ii. The names and addresses of any injured persons and witnesses; and
    - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

COMMERCIAL GENERAL LIABILITY

b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insur-

ance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

*Calvin L. Edmunds* (K) 4/2/2010



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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured 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.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

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.

*Calvin J. Sedwick* 4/22/10

CA T3 53 06 09

© 2009 The Travelers Companies, Inc.  
Includes the copyrighted material of Insurance Services Office, Inc. with its permission.

Page 1 of 4

UMBRELLA

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to "bodily injury" or "property damage" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

**SECTION II – WHO IS AN INSURED.**

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. As respects the "auto hazard":
  - (1) Anyone using an "auto" you own, hire or borrow including any person or organization legally responsible for such use provided it is with your permission; and
  - (2) Any of your executive officers, directors, partners, employees or stockholders, operating an "auto" you do not own, hire or

borrow while it is being used in your business.

None of the following is an insured under (1) or (2) above:

- (a) Any person employed by or engaged in the duties of an auto sales agency, repair shop, service station, storage garage or public parking place that you do not operate;
  - (b) The owner or lessee of any "auto" hired by or for you or loaned to you, and any agent or employee of such owner or lessee.
- b. Except as respects the "auto hazard":
- (1) Your executive officers, employees, directors or stockholders while acting within the scope of their duties; and
  - (2) Any person or organization while acting as real estate manager for you.
- c. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured. However, coverage does not apply to:
- (1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - (2) "Personal injury" or "advertising injury" arising out of an "offense" committed before you acquired or formed the organization.
- d. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
- f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance for whom you have agreed in a written contract executed prior to loss to provide insurance. This insurance is subject to all

the limitations upon coverage under such policy of "underlying insurance", and, the limits of insurance afforded to such person or organization will be:

- (i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or
- (ii) The limits of insurance of this policy whichever is less.

If the minimum limits of insurance you agreed to provide such person or organization in a written contract are wholly within the "underlying insurance", this policy shall not apply.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

No person is an insured as respects "bodily injury" to a fellow employee unless insurance for such liability is afforded by the "underlying insurance".

**SECTION III – LIMITS OF INSURANCE.**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard".
3. The General Aggregate Limit is the most we will pay for damages under Coverage A and Coverage B, except:
  - a. Damages because of injury and damage included in the "products-completed operations hazard"; and
  - b. Damages because of injury and damage included in the "auto hazard".
4. Subject to 3. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

Non cumulation of Personal and Advertising Injury Limit – If "personal injury" and/or "advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal injury" and/or "advertising injury".

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of damages under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".

Non cumulation of Each Occurrence Limit – If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".

To determine the limit of our liability, all "bodily injury" and "property damage" arising out of continuous or repeated exposure to the same general conditions shall be considered one "occurrence".

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period.

**SECTION IV – CONDITIONS.**

1. **APPEALS.**
  - a. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit", we may do so.
  - b. If we do, we will pay all costs of the appeal. We will also pay all costs on appeals related

*Calvin F. Sehnke* 4/22/10



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 03-18-2010

GROUP: 000497  
 POLICY NUMBER: 0001257-2009  
 CERTIFICATE ID: 13  
 CERTIFICATE EXPIRES: 10-01-2010  
 10-01-2009/10-01-2010

COUNTY OF RIVERSIDE  
 3525 14TH ST  
 RIVERSIDE CA 92501-3813

SG

JOB: B9-0986 -TRAFFIC SIGNAL AND LIGHTING  
 INTERSECTION OF WALNUT AVE & SHERMAN AVE  
 PERRIS  
 CA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

*James Neary*  
 AUTHORIZED REPRESENTATIVE

*Janet Frank*  
 PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - JIM PERRY PRESIDENT SEC, - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2010-03-18 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: COUNTY OF RIVERSIDE

EMPLOYER

DBX INC  
 42066 AVENIDA ALVARADO STE C  
 TEMECULA CA 92590

SG

[B10,SP]

**Company Profile****TRAVELERS INDEMNITY COMPANY OF CONNECTICUT (THE)**

ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli  
 HARTFORD, CT 06183-1190  
 800-252-4633

**Former Names for Company**

**Old Name:** TRAVELERS INDEMNITY COMPANY OF RHODE ISLAND (THE)  
**Old Name:** EQUITABLE FIRE AND MARINE INSURANCE COMPANY

**Effective Date:** 09-12-1995  
**Effective Date:** 10-08-1971

**Agent for Service of Process**

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833  
Unable to Locate the Agent for Service of Process?

**Reference Information**

NAIC #:	25682
NAIC Group #:	3548
California Company ID #:	0056-2
Date authorized in California:	June 28, 1890
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

**Lines of Insurance Authorized to Transact**

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

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

**Company Complaint Information**

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

**Want More?**

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

Last Revised - June 26, 2009 05:53 PM  
 Copyright © California Department of Insurance

**Company Profile**

**TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**  
 ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli  
 HARTFORD, CT 06183  
 800-252-4633

**Former Names for Company**

Old Name: TRAVELERS INDEMNITY COMPANY OF ILLINOIS (THE)

Effective Date: 01-12-2005

**Agent for Service of Process**

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?**Reference Information**

NAIC #:	25674
NAIC Group #:	<u>3548</u>
California Company ID #:	2495-0
Date authorized in California:	April 16, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

**Lines of Insurance Authorized to Transact**

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

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

**Company Complaint Information**

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

**Want More?**[Help Me Find a Company Representative in My Area](#)[Financial Rating Organizations](#)

Last Revised - June 26, 2009 05:53 PM  
 Copyright © California Department of Insurance

**CONTRACTOR'S PROPOSAL**

TO: COUNTY OF RIVERSIDE

DATE: 3/2/10

hereafter called "County":

BIDDER: DBX, Inc

(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of Traffic Signal and Lighting at the intersection of Walnut Avenue and Sherman Avenue, Project No. B9-0986 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. \_\_\_\_\_ for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor not by telephone or telegram before the time specified in the Notice Inviting Bids for the public opening of bids, this Proposal constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Proposals and to waive any irregularities or informalities contained in a Proposal.
3. To execute the Agreement and deliver the Faithful Performance Bond, Payment Bond and Insurance Certificate with endorsements, which comply with the requirements set forth in the Instructions to Bidders and General Conditions, within ten (10) working days of the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the County of Riverside.
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 Documents shall constitute a written memorial thereof.
5. To submit to County such information as County may require to determine whether a particular Proposal is the lowest responsible bid submitted.

6. That the accompanying certified or cashier's check or Bid Bond 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 Agreement and deliver the required bonds within ten (10) days after notice of award. If Contractor fails to execute and deliver said documents, the check or bond is to be charged with the costs of the resultant damages to 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 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 proposal the Contractor certifies that the representations made therein are made under penalty of perjury.



TRAFFIC SIGNAL AND LIGHTING PROJECT

AT THE INTERSECTION OF  
WALNUT AVENUE AND SHERMAN AVENUE

PROJECT NO. B9-0986

PROPOSAL

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	860201	1	LS	SIGNAL AND LIGHTING	109812 <sup>00</sup>	109812 <sup>00</sup>
2.	120100	1	LS	TRAFFIC CONTROL SYSTEM	2500 <sup>00</sup>	2500 <sup>00</sup>
3.	150717	3,800	SQFT	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	0.80	3040 <sup>00</sup>
4.	840656	2,600	LF	PAINT TRAFFIC STRIPE (2 COAT)	0.60	1560 <sup>00</sup>
5.	840519	700	SQFT	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	2.80	1960 <sup>00</sup>
6.	566011	15	EA	ROADSIDE SIGN - ONE POST	190 <sup>00</sup>	2850 <sup>00</sup>
7.	568001	1	EA	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	100 <sup>00</sup>	100 <sup>00</sup>
8.	151281	10	EA	SALVAGE ROADSIDE SIGN	30 <sup>00</sup>	300 <sup>00</sup>
9.	850102	192	EA	PAVEMENT MARKER (REFLECTIVE)	3 <sup>00</sup>	576 <sup>00</sup>
10.	066565	3	EA	RELOCATE SIGN	100 <sup>00</sup>	300 <sup>00</sup>
11.	220101	1	LS	FINISHING ROADWAY	800 <sup>00</sup>	800 <sup>00</sup>
12.	074020	1	LS	WATER POLLUTION CONTROL	1500 <sup>00</sup>	1500 <sup>00</sup>
13.	170101	1	LS	DEVELOP WATER SUPPLY	1200 <sup>00</sup>	1200 <sup>00</sup>
14.	066102	1	LS	DUST ABATEMENT	500 <sup>00</sup>	500 <sup>00</sup>
15.	390130	95	TON	HOT MIX ASPHALT	112 <sup>00</sup>	10640 <sup>00</sup>
16.	013903	268	LF	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	13 <sup>00</sup>	3484 <sup>00</sup>
17.	260201	70	CY	CLASS 2 AGGREGATE BASE	45 <sup>00</sup>	3150 <sup>00</sup>
18.	394002	161	SQYD	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [ASPHALT CONCRETE WALKWAY]	20 <sup>00</sup>	3220 <sup>00</sup>
19.	153103	60	SQYD	COLD PLANE ASPHALT CONCRETE PAVEMENT	20 <sup>00</sup>	1200 <sup>00</sup>
20.	190101	241	CY	ROADWAY EXCAVATION	40 <sup>00</sup>	9640 <sup>00</sup>
21.	017316	1	EA	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	2000 <sup>00</sup>	2000 <sup>00</sup>
22.	017315	3	EA	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	3500 <sup>00</sup>	10500 <sup>00</sup>

PROJECT TOTAL One hundred seventy thousand eight hundred \$ 170,832<sup>00</sup>  
 ITEMS 1-22 "WORDS"  
thirty two dollars and zero cents

**BIDDER DATA:**

Name of Bidder DBX, Inc

Type of Organization Corporation

Person(s) Authorized to Sign for Bidder Jim Perry, President + Sec/treas  
and James C. Perry, Vice President

Address 42066 Avenida Alvarado, suite C

Temecula, CA 92590 Phone 951-296-9909

Contractor's License 240547 C-10 + A  
Type & Number

Expiration Date 7/31/11

8. **DESIGNATION OF SUBCONTRACTORS:** Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
3,4,5,6,7, 8,9,10	JP Striping PO Box 278 Beaumont, CA 92223		746266

Percent of work to be performed by sub-contractors: 7 %  
(Note: 50% of the work required to be performed by general contractor)

IN WITNESS WHEREOF Contractor executed this Proposal as of the date set forth on Page 1 of this proposal.

Jim Perry  
TITLE President  
"Contractor"

**AFFIDAVIT FOR INDIVIDUAL CONTRACTORS**

\_\_\_\_\_ declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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; that 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, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this \_\_\_\_\_ (day) of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year) at \_\_\_\_\_, California

Signature of affiant: \_\_\_\_\_

Note: Notarization of signature required

**AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR**

\_\_\_\_\_ Declares as follows:

That he or she is a member of the joint venture or copartnership firm designated as \_\_\_\_\_ which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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; that 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, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by \_\_\_\_\_ who constitute the other members of the joint venture or copartnership.

**I declare, under penalty of perjury, that the foregoing is true and correct.**

Dated this \_\_\_\_\_ (day) of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year)  
at \_\_\_\_\_, California

**Signature of affiant:** \_\_\_\_\_

Note: Notarization of signature required

**AFFIDAVIT FOR CORPORATE CONTRACTOR**

Jim Perry declares as follows:

That he or ~~she~~ is President of DBX, Inc a corporation which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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; that 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, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 2<sup>nd</sup> (day) of March (month),  
2010 (year)  
at Temecula, California

Signature of affiant: Jim Perry

Note: Notarization of signature required

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside



On 03/02/2010  
Date

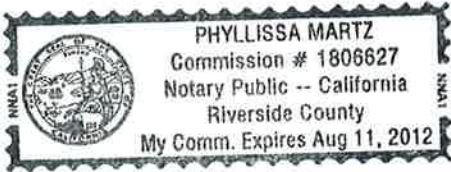
before me,  
Jim Perry

Phyllissa Martz, Notary Public

Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_

Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature Phyllissa Martz  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

Jim Perry

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

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_

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: \_\_\_\_\_

**BID BOND**

**Recitals:**

1. DBX, INCORPORATED "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for TRAFFIC SIGNAL AND LIGHTING AT THE INTERSECTION OF: \*\* in accordance with a Notice Inviting Bids of County dated MARCH 3, 2010.  
\*\* WALNUT AVENUE AND SHERMAN AVENUE PROJECT NO. B9-0986
2. THE GUARANTEE COMPANY OF NORTH AMERICA USA a MICHIGAN 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 Agreement 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: FEBRUARY 18, 2010

THE GUARANTEE COMPANY OF NORTH AMERICA USA  
 By [Signature]  
 Title: Attorney in Fact, CHARLES L. FLAKE  
 "Surety"

DBX, INCORPORATED  
 By [Signature]  
 Title: President  
 "Contractor"

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Notary Public (Seal)

Note: All signatures must be notarized

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

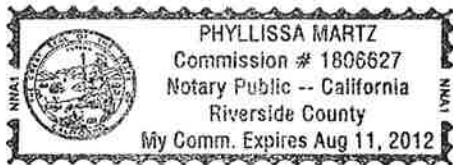
County of Riverside

On 03/02/2010  
Date

before me,  
Jim Perry

Phyllissa Martz, Notary Public  
Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
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/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.

Signature Phyllissa Martz  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

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

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

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

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

Jim Perry

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 2/18/10

Date

before me, Lexie Sherwood, Notary Public

Here Insert Name and Title of the Officer

personally appeared Charles L. Flake

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

*Lexie Sherwood*

Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

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

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

Number of Pages: \_\_\_\_\_

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

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

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

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

**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 GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

David L. Culbertson, Charles L. Flake, Richard A. Coon
Culbertson Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of May, 2008.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



Handwritten signature of Stephen Dullard

Stephen Dullard, Vice President

Handwritten signature of Randall Musselman

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 1st day of May, 2008 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012.
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Handwritten signature of Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 18th day of February, 2010



Handwritten signature of Randall Musselman

Randall Musselman, Secretary

## Company Profile

# GUARANTEE COMPANY OF NORTH AMERICA USA (THE)

25800 NORTHWESTERN HWY., STE. 720  
SOUTHFIELD, MI 48075

### Former Names for Company

**Old Name:** MID-STATE SURETY CORPORATION

**Effective Date:** 12-20-2006

### Agent for Service of Process

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

[Unable to Locate the Agent for Service of Process?](#)

## Reference Information

NAIC #:	36650
NAIC Group #:	<a href="#">0000</a>
California Company ID #:	4609-4
Date authorized in California:	October 14, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MICHIGAN

## Lines of Insurance Authorized to Transact

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

SURETY

## Company Complaint Information

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

## Want More?

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

Last Revised - June 26, 2009 05:53 PM  
Copyright © California Department of Insurance