

FORM APPROVED COUNTY COUNSEL  
 DATE 9/11/10  
 BY: *Y. L. Linder*  
 FISCAL PROCEDURES APPROVED BY: MARSHALL VICTOR  
 ROBERT E. BYRD, AUDITOR-CONTROLLER  
 Reviewed by: *Samuel Wong*  
 CIP TEAM  
 SAMUEL WONG  
 Departmental Concurrence  
 Christopher Hans  
 Douglas W. Bagley  
 Douglas Bagley, Hospital Director  
 Riverside County Regional Medical Center  
 Policy ☒ Policy ☒  
 ATTACHMENTS FILED WITH  
 THE CLERK OF THE BOARD  
 Dep't Rec'd ☒  
 Per Exec. Ofc.: ☐ Consent ☐

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

421



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**

October 6, 2010

**SUBJECT:** Riverside County Regional Medical Center Inpatient Treatment Facility Security  
 Cameras and Monitors – Total Project Budget

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

1. Approve the attached Construction Agreement between the County of Riverside and Datatel Wiring Products Inc., of Riverside, California, in the amount of \$104,680, and authorize the Chairman to execute the Agreement on behalf of the County;
2. Authorize the Assistant County Executive Officer/EDA to administer the Agreement in accordance with applicable Board policies;
3. Approve the total project budget of \$170,368; and
4. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with Board policies.

**BACKGROUND:** (Commences on Page 2)

*Robert Field*  
 Robert Field  
 Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 170,368	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

**SOURCE OF FUNDS:** RCRMC Operating Funds

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

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

BY: *Alex Gann*  
 Alex Gann

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Tavaglione 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: October 19, 2010  
 xc: EDA, RCRMC, Auditor, CIP

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

Prev. Agn. Ref.: 3.24, 05/04/10

District: 1

Agenda Number:

3.19

**BACKGROUND:**

On May 4, 2010, the Board of Supervisors approved the bid documents for the Riverside County Regional Medical Center Inpatient Treatment Facility Camera Project and authorized the Clerk of the Board to advertise for bids. On June 8, 2010, seven contractors attended a mandatory bidder's conference for the project. On June 23, 2010, the bids were opened and Datatel Wiring was determined to be the lowest responsive and responsible bidder.

**PROJECT BUDGET:**

The approximate allocation of the project budget is as follows:

Engineering Design	\$ 33,200
Construction	\$104,680
Project Management and Inspection	\$ 17,000
Project Contingency	<u>\$ 15,488</u>
<b>TOTAL</b>	<b>\$170,368</b>

All costs associated with this project will be funded through the RCRMC operating funds. No Net County Cost will be incurred as a result of this Agreement.

### AGREEMENT FORM

THIS AGREEMENT, entered into this 19th day of October, 2010, by and between Datatel Wiring Products, Inc, hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed as follows:

**CONTRACT:** The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

**STATEMENT OF WORK:** The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the RCRMC Inpatient Treatment Facility Security Camera Project, In strict accordance with the Plans and Specifications dated March 2010 prepared by P2S Engineering herein after called the "Architect", including addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

**TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within ninety (90) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

**COMPENSATION TO BE PAID TO CONTRACTOR:** The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of \$104,680. The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization;

S Corporation

If other than individual or corporation, list names of all members who have authority to bind firm.

Not Applicable

Firm Name: Datatel Wiring Products, Inc.

Address: 1501 Seventh Street, suite D, Riverside, CA. 92507

Contractor's License No.: 719634

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: Not Applicable

Title:

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: Shou-Hsien Ko

Name of Secretary of Corporation: Shu Mei Lin

Corporation is organized under the laws of State of California

Signature: Shou-Hsien Ko

Title: Shou-Hsien Ko, President

Owner: COUNTY OF RIVERSIDE

Signature: Michael Asseley

Title: Chairman - Board of Supervisors

Attest:

Clerk, Board of Supervisors

KECIA HARPER-IHEM

By:

Title:

DEPUTY

Affix Seal

If

Corporation

OCT 19 2010 3:19

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor

9/1/10

DATE

"Corrected Original"  
Issued in Five Counterparts

**PERFORMANCE BOND**

Bond No.: 729116P  
Premium: \$2,570.00  
Premium subject to adjustment  
based on final contract price

The makers of this Bond, **Datatel Wiring Products Inc.**, as Principal, and **Developers Surety and Indemnity company** as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of **One Hundred Four Thousand, Six Hundred Eighty Dollars (\$ 104,680.00)** for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.


The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated \_\_\_\_\_, 2010 for **RCRMC Inpatient Treatment Facility Security Camera Project**.

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the file of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this 25th Day of August, 2010

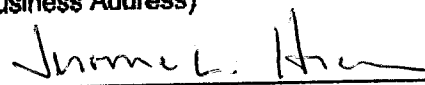
DATATEL WIRING PRODUCTS, INC.  
(Firm Name - Principal)  
1501 7th Street, Suite D, Riverside, CA 92507  
(Business Address)

Affix Seal  
if  
Corporation

By:   
(Signature - Attach Notary's Acknowledgment)  
Shou-Hsien Ko, President  
(Title)

DEVELOPERS SURETY AND INDEMNITY COMPANY  
(Corporation Name - Surety)  
3517 Camino Del Rio South, Suite 200, San Diego, CA 92108  
(Business Address)

Affix  
Corporate  
Seal

By:   
(Signature - Attach Notary's Acknowledgment)  
Jerome L. Hren  
ATTORNEY-IN-FACT  
(Title-Attach Power of Attorney)

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

\*\*\* Jerome L. Hren \*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

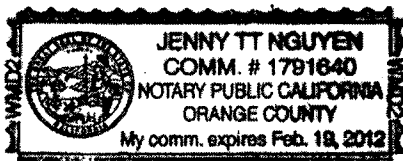
By: Stephen T. Pate  
Stephen T. Pate, Senior Vice President

By: Charles L. Day  
Charles L. Day, Assistant Secretary

State of California  
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day  
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 Jenny TT Nguyen  
Jenny TT Nguyen

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 25<sup>th</sup> day of August, 2010

By: Albert Hillebrand  
Albert Hillebrand, Assistant Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On August 25, 2010 before me, Jennifer H. Hoagland, Notary Public,

personally appeared Jerome L. Hren,

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 Jennifer H. Hoagland (Seal)

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

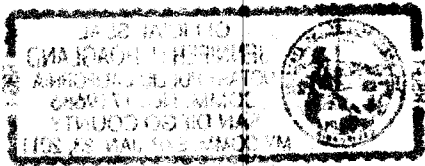
- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED  
☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR

OTHER:

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

Developers Surety and Indemnity Company



## ACKNOWLEDGMENT

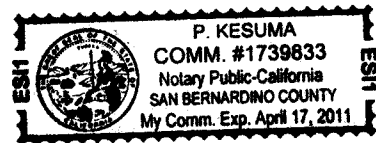
State of California  
County of RIVERSIDE

On AUGUST 30<sup>TH</sup>, 2010 before me, P. KESUMA, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared SHOU HSIEN KO  
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 \_\_\_\_\_

A handwritten signature in dark ink, appearing to read "P. Kesuma", written over a horizontal line.

(Seal)

### DESCRIPTION OF THE ATTACHED DOCUMENT

PERFORMANCE BOND

Name/Description of Document

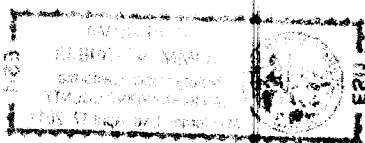
08/25/2010

Date of Document

Number of Pages  
(not include this page)

Other Information





"Corrected Original"  
Issued in Five Counterparts

Bond No.: 729116P  
Premium: Included in  
Performance Bond

**PAYMENT BOND**

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are Datatel Wiring Products, Inc. as Principal and Original Contractor and **Developers Surety and Indemnity company**, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_, 2010, between Principal and County of Riverside, a public entity, as owner, for **One Hundred Four Thousand, Six Hundred Eighty dollars (\$ 104,680.00)** the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of:  
RCRMC Inpatient Treatment Facility Security Camera Project

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 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.

Signed and Sealed this 25th Day of August 2010.

DATATEL WIRING PRODUCTS, INC.

(Firm Name - Principal)

1501 7th Street, Suite D, Riverside, CA 92507

(Business Address)

By:

  
(Signature - Attach Notary's Acknowledgment)

Shou-Hsien Ko, President

(Title)

DEVELOPERS SURETY AND INDEMNITY COMPANY

(Corporation Name - Surety)

3517 Camino Del Rio South, Suite 200, San Diego, CA 92108

(Business Address)

By:

  
(Signature - Attached Notary's Acknowledgment)

Jerome L. Hren

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix Seal  
if  
Corporation

Affix  
Corporate  
Seal

POWER OF ATTORNEY FOR  
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INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

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\*\*\* Jerome L. Hren \*\*\*

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This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: Stephen T. Pate  
Stephen T. Pate, Senior Vice President

By: Charles L. Day  
Charles L. Day, Assistant Secretary

State of California  
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day  
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 Jenny TT Nguyen  
Jenny TT Nguyen

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 25<sup>th</sup> day of August, 2010

By: Albert Hillebrand  
Albert Hillebrand, Assistant Secretary

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County of San Diego

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WITNESS my hand and official seal.



Signature: Jennifer H. Hoagland (Seal)

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### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

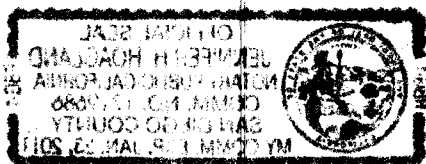
### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ PARTNER(S) ☐ LIMITED  
☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR

OTHER:

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

Developers Surety and Indemnity Company



## ACKNOWLEDGMENT

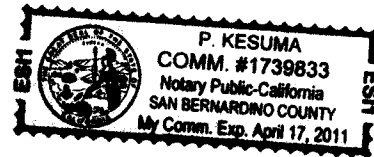
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County of RIVERSIDE

On AUGUST 30<sup>TH</sup>, 2010 before me, P. KESUMA, NOTARY PUBLIC  
(insert name and title of the officer)

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paragraph is true and correct.

WITNESS my hand and official seal.



Signature

P. Kesuma

(Seal)

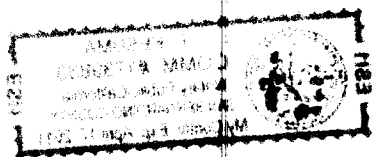
### DESCRIPTION OF THE ATTACHED DOCUMENT

PAYMENT BOND  
Name/Description of Document

08/25/2010  
Date of Document

Number of Pages  
(not include this page)

Other Information



**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

09/23/2010

PRODUCER

Phone: (626)330-7699

**CALSTAR INSURANCE AGENCY**  
15424 E. VALLEY BLVD.  
CITY OF INDUSTRY, CA 91746  
License #: 0C64502

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.

INSURED

**DATATEL WIRING PRODUCTS, INC.**  
1501 SEVENTH STREET STE D  
RIVERSIDE, CA 92507

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **AMERICAN STATES INSURANCE COMPANY**INSURER B: **Hartford Casualty Insurance Company**INSURER C: **EMPLOYERS COMPENSATION INSURANCE CO**

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	01CG90552650	11/24/2009	11/24/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	Y	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	57UECIG7877	11/21/2010	11/21/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	01CT1222601	12/16/2009	11/24/2010	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	FN0302779	08/09/2010	08/09/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

THE COUNTY OF RIVERSIDE, THE DIRECTORS AND OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS OR REPRESENTATIVES ARE NAMED AS ADDITIONAL INSURED TO ABOVE CAPTIONED POLICIES FOR INSURED ONGOING WORK AT 9990 COUNTY FARM ROAD, RIVERSIDE, CA. PROJECT NUMBER 20091851. WAIVER OF SUBROGATION IN FAVOR OF ADDITIONAL INSURED INCLUDED PER FORM WC040306 & HA99160302

**CERTIFICATE HOLDER**

**RIVERSIDE COUNTY**  
3403 TENTH STREET  
SUITE 400  
RIVERSIDE, CA 92501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



(CHL)



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

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

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

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization****Job Description**

RIVERSIDE COUNTY  
3133 MISSION INN AVENUE  
RIVERSIDE CA 92507

The charge for this endorsement is \$ 250

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 08/09/2010 at 12:01 AM standard time, forms a part of

Policy No. FN 0302779 09

Of the EMPLOYERS COMPENSATION INS CO

Carrier Code 00441

Issued to DATATEL WIRING PRODUCTS, INC.

Endorsement No.

Premium \$8,577

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_

Authorized Representative

WC 04 03 06

(Ed. 4-84)

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

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership, joint venture or limited liability company
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

#### **2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$50,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provided a limit of \$50 per day and a maximum limit of \$1,000.

**6. LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, if a long-term leased "auto" is a covered "auto" and the lessor is named in the policy as a **Loss Payee**, we will pay in the event of a total "loss" your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease.

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

**7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**8. SOUND RECEIVING AND TRANSMITTING EQUIPMENT - BROADENED COVERAGE**

Paragraphs B.4.c. & d. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE do not apply to equipment designed solely for receiving or transmitting sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

**9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

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

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

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

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

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