

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

265A




FROM: TLMA - Transportation Department

SUBMITTAL DATE:
July 3, 2013

SUBJECT: Countywide Traffic Signal Battery Backup System and LED Modules Improvement Project at Various Locations, Phase 3

RECOMMENDED MOTION: That the Board of Supervisors:


1. Accept the low bid of Sierra Pacific Electrical Contracting, Inc. of Riverside, CA in the amount of \$143,418; and
2. Award the contract to Sierra Pacific Electrical Contracting, Inc. and authorize the Chairman of the Board of Supervisors (Board) to execute the contract documents; and
3. Approve the project's proposed budget shown on Attachment "A".


Juan C. Perez
Director of Transportation and Land Management

JCP:jrp:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 143,418	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/2014

SOURCE OF FUNDS: Proposition 111 [Gas Tax] (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds used in this project.	Requires 4/5 Vote	<input type="checkbox"/>

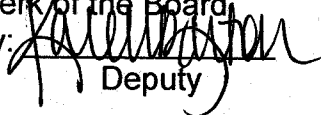
C.E.O. RECOMMENDATION: APPROVE
BY: 
Tina Grande

County Executive Office Signature

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: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 16, 2013
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref. 4/23/13, Item 3-64 | **District:** All/All | **Agenda Number:**

3-60

ATTACHMENTS FILED

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 7/13/13
Concurrence

The Honorable Board of Supervisors

RE: Countywide Traffic Signal Battery Backup System and LED Modules Improvement Project
at Various Locations, Phase 3

July 3, 2013

Page 2 of 2

BACKGROUND: By Minute Order dated April 23, 2013 (Agenda Item 3-64), the Board authorized the Clerk of the Board to advertise for the Countywide Traffic Signal Battery Backup System and LED Modules Improvement Project at various locations, Phase 3. The specifications were also approved by the Board within this agenda item.

Bids for the project were opened in the office of the Director of Transportation at 2:00 p.m., Wednesday, May 15, 2013. Fourteen bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by Sierra Pacific Electrical Contracting, Inc. of Riverside, CA, in the amount of \$143,418, which is \$34,745 (19.5%) below the Engineer's Estimate.

This project includes replacing existing green and red traffic signal indications with new LED modules and installing battery backup systems throughout Riverside County at various signalized intersections in three phases. Phase 1 and Phase 2 have been completed. Phase 1 retrofitted 47 locations, and Phase 2 retrofitted 37 locations throughout the County. Phase 3 is the final phase, which includes 23 locations; a list of these locations is attached. Countywide, amber traffic signal indications were retrofitted with LED modules in 2012 under a separate project, which was federally funded by the Energy Efficiency and Conservation Block Grant (EECBG) program.

The replacement of old LED indications with more energy efficient LED indications will reduce power consumption and prolongs traffic signal operation when operating on battery power.

The battery backup system allows traffic signals to stay in operation, or flash red, for several hours during power outages.

The contractor has executed the contract and provided bonds documents.

The contractor is qualified.

Project No. B9-0996

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
-------------------------	---------------------------

N/A

Vendor/Lessor Name:	Sierra Pacific Electrical Contracting, Inc.
Vendor/Lessor Location:	Riverside, CA

Minority Status:

- M W DV None

Local Preference Applied: Yes No N/A

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 143,417.59 to \$ 222,079.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 143,417.59 to \$ 222,079.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

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 **Sierra Pacific Electrical Contracting, Inc.** hereafter called "Contractor".

WITNESSETH

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Countywide Traffic Signal Battery Backup System and LED Modules Improvement Project at Various Locations, Phase-3, Project No. B9-0996**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda No. **(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.

**COUNTY WIDE TRAFFIC SIGNAL BATTERY BACKUP SYSTEM
AND LED MODULE IMPROVEMENT PROJECT
AT VARIOUS LOCATIONS, PHASE-3
PROJECT No. B9-0996**

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	100.00	100.00
2	000003	12" RED ARROW LED TRAFFIC SIGNAL MODULE	EA	111	52.13	5,786.43
3	000003	12" GREEN ARROW LED TRAFFIC SIGNAL MODULE	EA	125	54.41	6,801.25
4	000003	12" RED BALL LED TRAFFIC SIGNAL MODULE	EA	251	39.84	9,999.84
5	000003	12" GREEN BALL LED TRAFFIC SIGNAL MODULE	EA	248	44.36	11,001.28
6	000003	PV RED LED TRAFFIC SIGNAL MODULE	EA	8	125.00	1,000.00
7	000003	PV GREEN LED TRAFFIC SIGNAL MODULE	EA	8	125.00	1,000.00
8	731521	MINOR CONCRETE (SIDEWALK) (MAINTENANCE PAD)	SQFT	162	37.05	6,002.10
9	000003	CONDUCTOR REPLACEMENT (SERVICE CABINET TO CONTROLLER CABINET)	LF	2,430	0.41	996.30
10	000003	BATTERY BACK-UP SYSTEM (MOUNT EXTERNALLY TO CONTROLER CABINET)	EA	17	4,440.35	75,485.95
11	000003	BATTERY BACK-UP SYSTEM (MOUNT INTERNALLY TO CONTROLLER CABINET)	EA	6	2,790.74	16,744.44
12	019901	DE-MOBILIZATION	LS	1	8,500.00	8,500.00

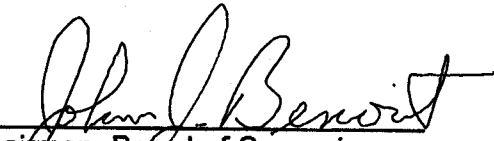
PROJECT TOTAL: One hundred forty three thousand, four hundred seventeen dollars and fifty nine cents \$143,417.59
ITEMS 1-12 "WORDS"

COUNTY WIDE TRAFFIC SIGNAL BATTERY BACKUP SYSTEM
AND LED MODULE IMPROVEMENT PROJECT
AT VARIOUS LOCATIONS, PHASE-3
PROJECT No. B9-0996

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

COUNTY OF RIVERSIDE

SIERRA PACIFIC ELECTRICAL CONTRACTING, INC.

BY 
Chairman, Board of Supervisors
JOHN J. BENOIT

BY 

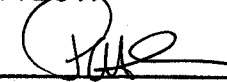
Dated JUL 16 2013

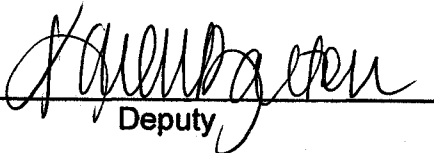
TITLE: David Loop, Vice President
(If Corporation, Affix Seal)

ATTEST:


Kecia Harper-Ihem, Clerk of the Board

ATTEST: Patience Spina



BY 
Deputy

TITLE: Corporate Secretary

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE 7/3/13

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

License No. 264048

Federal Employer Identification Number:

95-2687802

BY _____
"County"
(Seal)

"Corporation"
(Seal)

Performance Bond

Recitals:

1. **Sierra Pacific Electrical Contracting, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Countywide Traffic Signal Battery Backup System and LED Modules Improvement Project at Various Locations, Phase-3, Project No. B9-0996.**
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 **\$143,417.59 (One hundred forty three thousand, four hundred seventeen dollars and fifty nine cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Title _____

Its Attorney in Fact
"Surety"

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

(Public Work - Civil Code 9550 et seq.)

The makers of this Bond are **Sierra Pacific Electrical Contracting, 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 **\$143,417.59 (One hundred forty three thousand, four hundred seventeen dollars and fifty nine cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Countywide Traffic Signal Battery Backup System and LED Modules Improvement Project at Various Locations, Phase-3, Project No. B9-0996.**

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____
COUNTY OF _____ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Bond: 58687536
Premium: \$1,033.00

Performance Bond

Recitals:

1. **Sierra Pacific Electrical Contracting, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Countywide Traffic Signal Battery Backup System and LED Modules Improvement Project at Various Locations, Phase-3, Project No. B9-0996.**
2. Western Surety Company, a South Dakota 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 **\$143,417.59 (One hundred forty three thousand, four hundred seventeen dollars and fifty nine cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of May 31, 2013

By [Signature]

By Patience Spina

Title Secretary

"Contractor"

(Corporate Seal)

By [Signature]

Type Name J.W. Johnson

Its Attorney in Fact
"Surety"

(Corporate Seal)

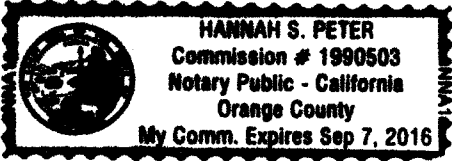
NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange

On May 31, 2013 before me, Hannah S. Peter, Notary Public
NAME

personally appeared J. W. Johnson
NAME OF SIGNER



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Hannah S. Peter
(SIGNATURE OF NOTARY)

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

- INDIVIDUAL
- CORPORATE OFFICER
- TITLE(S) _____
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER OTHER THAN NAMED ABOVE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Pamela Olmo, J W Johnson, D Richard Stinson, Scott Gaddy, Jeff Parkhurst, Lisa M Lucas, Susan J Sampson, Jennifer E Dirking, Anthony J D'Asaro, William Phillips Jr, David Alvarado, Teri L Koehler, Jessica L Nowlin, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of December, 2012.



WESTERN SURETY COMPANY

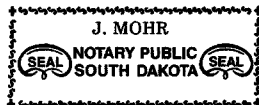
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of December, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of May, 2013



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

ACKNOWLEDGMENT

State of California
County of Riverside

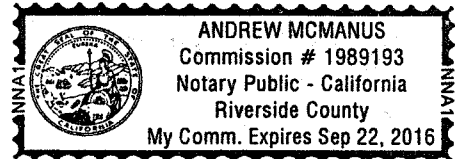
On 6/4/13 before me, Andrew McManus, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Payment Bond

(Public Work - Civil Code 9550 et seq.)

The makers of this Bond are Sierra Pacific Electrical Contracting, Inc., as Principal and Original Contractor and Western Surety Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$143,417.59 (One hundred forty three thousand, four hundred seventeen dollars and fifty nine cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Countywide Traffic Signal Battery Backup System and LED Modules Improvement Project at Various Locations, Phase-3, Project No. B9-0996.

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

Dated: May 31, 2013

Sierra Pacific Electrical Contracting
Original Contractor - Principal

Western Surety Company
Surety

By [Signature]

By [Signature]
J.W. Johnson
Is Attorney In Fact

Title Secretary
(If corporation, affix seal)

(Corporate Seal)

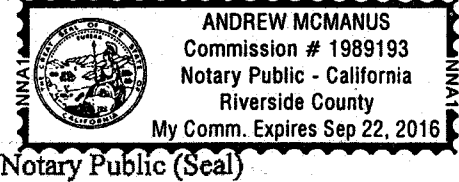
(Corporate Seal)

STATE OF California
COUNTY OF Riverside }

ss. SURETY'S ACKNOWLEDGEMENT

On 6/4/13 before me, Andrew McManus, Notary Public personally appeared, Patience Spina, ~~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 she executed the same in ~~his~~ ^{her} authorized capacities, and that by ~~his~~ ^{her} signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
[Signature]
Signature of Notary Public



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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Pamela Olmo, J W Johnson, D Richard Stinson, Scott Gaddy, Jeff Parkhurst, Lisa M Lucas, Susan J Sampson, Jennifer E Dirking, Anthony J D'Asaro, William Phillips Jr, David Alvarado, Teri L Koehler, Jessica L Nowlin, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of December, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat

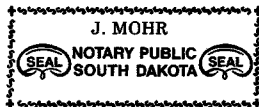
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of May, 2013



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Company Profile

WESTERN SURETY COMPANY

P.O. BOX 5077

SIOUX FALLS, SD 57117-5077

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	13188
NAIC Group #:	<u>0218</u>
California Company ID #:	0761-7
Date authorized in California:	July 29, 1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

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.

LIABILITY
SURETY

Company Complaint Information

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

Want More?

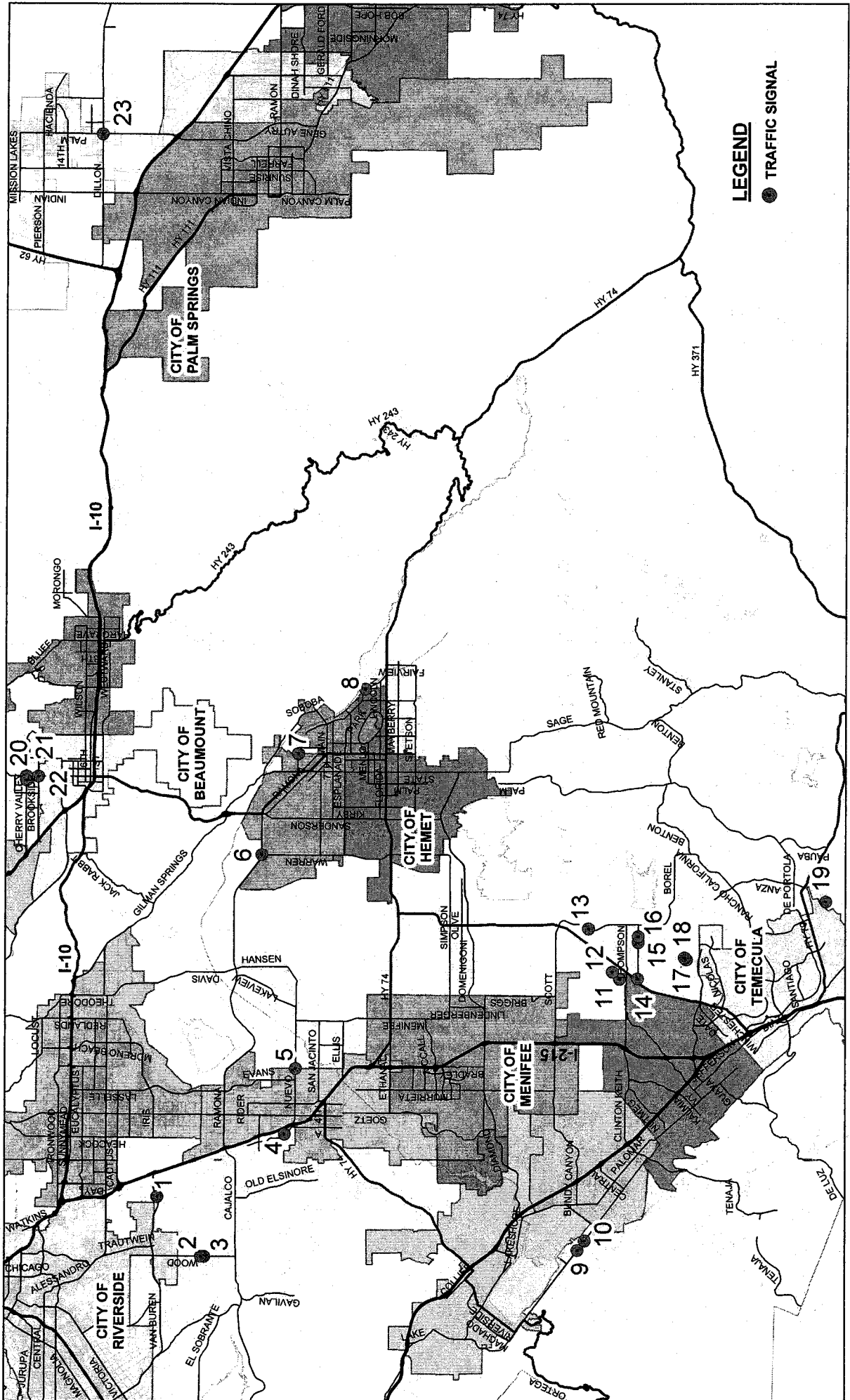
[Help Me Find a Company Representative in My Area](#)

Last Revised - November 10, 2012 10:58 AM

COUNTYWIDE TRAFFIC SIGNAL BATTERY BACKUP SYSTEM AND LED MODULE IMPROVEMENT PROJECT AT VARIOUS LOCATIONS, PHASE 3

No.	INTERSECTION	12" RED ARW/LED	12" GRN ARW/LED	12" RED BALL/LED	12" GRN BALL/LED	PV RED LED	PV GRN LED
1	VAN BUREN BLV	2	2	7	7	1	1
2	WOOD RD	6	10	12	12	-	-
3	WOOD RD	3	6	9	9	-	-
4	HARVILL AVE	-	-	-	-	-	-
5	DUNLAP DR	8	8	12	12	-	-
6	RAMONA EXPY	4	4	10	10	-	-
7	RAMONA EXPY	8	8	10	10	-	-
8	MOUNTAIN	1	3	10	9	1	1
9	GRAND AVE	5	6	11	11	-	-
10	GRAND AVE	2	4	9	8	-	-
11	LEON RD	8	8	13	13	-	-
12	LEON RD	4	4	13	13	-	-
13	WASHINGTON ST	8	8	14	14	-	-
14	BENTON RD	4	4	13	13	-	-
15	BENTON RD	4	4	14	14	-	-
16	BENTON RD	4	4	14	14	-	-
17	POURROY RD	2	4	11	10	-	-
18	POURROY RD	4	4	14	14	-	-
19	BUTTERFIELD STAGE RD	8	8	12	12	-	-
20	CHERRY VALLEY BLV	8	8	11	11	-	-
21	BEAUMONT AVE	6	6	8	8	2	2
22	BEAUMONT AVE	8	8	12	12	-	-
23	DILLON RD	4	4	12	12	4	4
	TOTAL	111	125	251	248	8	8

COUNTY WIDE BATTERY BACKUP & LED RETROFIT PROJECT PHASE 3



**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Countywide Traffic Signal Battery Backup System and LED Modules
Improvement Project at various locations, Phase 3**

Advertised: April 23, 2013 (Agenda Item:3-64)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 15, 2013

PROJECT NO. B9-0996

		COUNTY'S ESTIMATE					1	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	7,500.00	7,500.00	100.00	100.00
2	000003	12" RED ARROW LED TRAFFIC SIGNAL MODULE	EA	111	56.00	6,216.00	52.13	5,786.43
3	000003	12" GREEN ARROW LED TRAFFIC SIGNAL MODULE	EA	125	63.00	7,875.00	54.41	6,801.25
4	000003	12" RED BALL LED TRAFFIC SIGNAL MODULE	EA	251	57.00	14,307.00	39.84	9,999.84
5	000003	12" GREEN BALL LED TRAFFIC SIGNAL MODULE	EA	248	65.00	16,120.00	44.36	11,001.28
6	000003	PV RED LED TRAFFIC SIGNAL MODULE	EA	8	75.00	600.00	125.00	1,000.00
7	000003	PV GREEN LED TRAFFIC SIGNAL MODULE	EA	8	90.00	720.00	125.00	1,000.00
8	731521	MINOR CONCRETE (SIDEWALK) [MAINTENANCE PAD]	SQFT	162	25.00	4,050.00	37.05	6,002.10
9	000003	CONDUCTOR REPLACEMENT (SERVICE CABINET TO CONTROLLER CABINET)	LF	2,430	2.50	6,075.00	0.41	996.30
10	000003	BATTERY BACK-UP SYSTEM (MOUNT EXTERNALLY TO CONTROLLER CABINET)	EA	17	4,800.00	81,600.00	4,440.35	75,485.95
11	000003	BATTERY BACK-UP SYSTEM (MOUNT INTERNALLY TO CONTROLLER CABINET)	EA	6	4,100.00	24,600.00	2,790.74	16,744.44
12	019901	DE-MOBILIZATION	LS	1	8,500.00	8,500.00	8,500.00	8,500.00
TOTAL						178,163.00		143,417.59
		ITEMS 1-12						
		2					3	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	1,000.00	1,000.00	2,300.00	2,300.00
2	000003	12" RED ARROW LED TRAFFIC SIGNAL MODULE	EA	111	51.00	5,661.00	64.00	7,104.00
3	000003	12" GREEN ARROW LED TRAFFIC SIGNAL MODULE	EA	125	55.00	6,875.00	63.00	7,875.00
4	000003	12" RED BALL LED TRAFFIC SIGNAL MODULE	EA	251	49.00	12,299.00	57.00	14,307.00
5	000003	12" GREEN BALL LED TRAFFIC SIGNAL MODULE	EA	248	55.00	13,640.00	65.00	16,120.00
6	000003	PV RED LED TRAFFIC SIGNAL MODULE	EA	8	69.00	552.00	95.00	760.00
7	000003	PV GREEN LED TRAFFIC SIGNAL MODULE	EA	8	84.00	672.00	140.00	1,120.00
8	731521	MINOR CONCRETE (SIDEWALK) [MAINTENANCE PAD]	SQFT	162	20.00	3,240.00	51.00	8,262.00
9	000003	CONDUCTOR REPLACEMENT (SERVICE CABINET TO CONTROLLER CABINET)	LF	2,430	2.50	6,075.00	3.00	7,290.00
10	000003	BATTERY BACK-UP SYSTEM (MOUNT EXTERNALLY TO CONTROLLER CABINET)	EA	17	4,700.00	79,900.00	4,420.00	75,140.00
11	000003	BATTERY BACK-UP SYSTEM (MOUNT INTERNALLY TO CONTROLLER CABINET)	EA	6	3,800.00	22,800.00	3,669.00	22,014.00
12	019901	DE-MOBILIZATION	LS	1	8,500.00	8,500.00	8,500.00	8,500.00
TOTAL						161,214.00		170,792.00
		ITEMS 1-12						
		SIEMENS					AEGIS ITS, Inc.	
		Anaheim, CA 92806					Anaheim, CA 92806	

Riverside County Transportation Department
Summary of Bids

PROJECT: Countywide Traffic Signal Battery Backup System and LED Modules Improvement Project at various locations, Phase 3

Advertised: April 23, 2013 (Agenda Item:3-64)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 15, 2013

PROJECT NO. B9-0996

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4			5		
					BID UNIT PRICE	BID ESTIMATE	Competitive Edge Electric, Inc. Highland, CA 92346	BID UNIT PRICE	BID ESTIMATE	
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,000.00	2,000.00	250.00	250.00	250.00	
2	000003	12" RED ARROW LED TRAFFIC SIGNAL MODULE	EA	111	85.00	9,435.00	78.00	8,658.00	8,658.00	
3	000003	12" GREEN ARROW LED TRAFFIC SIGNAL MODULE	EA	125	85.00	10,625.00	77.00	9,625.00	9,625.00	
4	000003	12" RED BALL LED TRAFFIC SIGNAL MODULE	EA	251	75.00	18,825.00	72.00	18,072.00	18,072.00	
5	000003	12" GREEN BALL LED TRAFFIC SIGNAL MODULE	EA	248	85.00	21,080.00	80.00	19,840.00	19,840.00	
6	000003	PV RED LED TRAFFIC SIGNAL MODULE	EA	8	100.00	800.00	105.00	840.00	840.00	
7	000003	PV GREEN LED TRAFFIC SIGNAL MODULE	EA	8	150.00	1,200.00	149.00	1,192.00	1,192.00	
8	731521	MINOR CONCRETE (SIDEWALK) [MAINTENANCE PAD]	SQFT	162	10.00	1,620.00	37.00	5,994.00	5,994.00	
9	000003	CONDUCTOR REPLACEMENT (SERVICE CABINET TO CONTROLLER CABINET)	LF	2,430	1.50	3,645.00	6.00	14,580.00	14,580.00	
10	000003	BATTERY BACK-UP SYSTEM (MOUNT EXTERNALLY TO CONTROLLER CABINET)	EA	17	4,500.00	76,500.00	4,000.00	68,000.00	68,000.00	
11	000003	BATTERY BACK-UP SYSTEM (MOUNT INTERNALLY TO CONTROLLER CABINET)	EA	6	3,000.00	18,000.00	3,000.00	18,000.00	18,000.00	
12	019901	DE-MOBILIZATION	LS	1	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	
TOTAL ITEMS 1-12						172,230.00		173,551.00		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	6			7		
					BID UNIT PRICE	BID ESTIMATE	Steiny and Company, Inc. Baldwin Park, CA 91706	BID UNIT PRICE	BID ESTIMATE	Dynallectric Los Alamitos, CA 90720
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	4,000.00	4,000.00	1,130.00	1,130.00	1,130.00	
2	000003	12" RED ARROW LED TRAFFIC SIGNAL MODULE	EA	111	75.00	8,325.00	64.00	7,104.00	7,104.00	
3	000003	12" GREEN ARROW LED TRAFFIC SIGNAL MODULE	EA	125	74.00	9,250.00	62.00	7,750.00	7,750.00	
4	000003	12" RED BALL LED TRAFFIC SIGNAL MODULE	EA	251	67.00	16,817.00	56.00	14,056.00	14,056.00	
5	000003	12" GREEN BALL LED TRAFFIC SIGNAL MODULE	EA	248	76.00	18,848.00	65.00	16,120.00	16,120.00	
6	000003	PV RED LED TRAFFIC SIGNAL MODULE	EA	8	104.00	832.00	93.00	744.00	744.00	
7	000003	PV GREEN LED TRAFFIC SIGNAL MODULE	EA	8	153.00	1,224.00	141.00	1,128.00	1,128.00	
8	731521	MINOR CONCRETE (SIDEWALK) [MAINTENANCE PAD]	SQFT	162	17.00	2,754.00	75.00	12,150.00	12,150.00	
9	000003	CONDUCTOR REPLACEMENT (SERVICE CABINET TO CONTROLLER CABINET)	LF	2,430	1.40	3,402.00	3.00	7,290.00	7,290.00	
10	000003	BATTERY BACK-UP SYSTEM (MOUNT EXTERNALLY TO CONTROLLER CABINET)	EA	17	4,550.00	77,350.00	4,529.00	76,993.00	76,993.00	
11	000003	BATTERY BACK-UP SYSTEM (MOUNT INTERNALLY TO CONTROLLER CABINET)	EA	6	3,902.00	23,412.00	3,650.00	21,900.00	21,900.00	
12	019901	DE-MOBILIZATION	LS	1	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	
TOTAL ITEMS 1-12						174,714.00		174,865.00		

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Countywide Traffic Signal Battery Backup System and LED Modules
Improvement Project at various locations, Phase 3**

Advertised: April 23, 2013 (Agenda Item:3-64)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 15, 2013

PROJECT NO. B9-0996

		8			9		
		JFL Electric, Inc. Los Angeles, Ca 90001			California Professional Eng. La Punte, CA 91748		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	9,240.00	9,240.00	3,000.00
2	000003	12" RED ARROW LED TRAFFIC SIGNAL MODULE	EA	111	52.50	5,827.50	83.00
3	000003	12" GREEN ARROW LED TRAFFIC SIGNAL MODULE	EA	125	52.50	6,562.50	82.00
4	000003	12" RED BALL LED TRAFFIC SIGNAL MODULE	EA	251	44.10	11,069.10	76.00
5	000003	12" GREEN BALL LED TRAFFIC SIGNAL MODULE	EA	248	55.65	13,801.20	84.00
6	000003	PV RED LED TRAFFIC SIGNAL MODULE	EA	8	85.00	680.00	113.00
7	000003	PV GREEN LED TRAFFIC SIGNAL MODULE	EA	8	132.00	1,056.00	163.00
8	731521	MINOR CONCRETE (SIDEWALK) [MAINTENANCE PAD]	SQFT	162	15.75	2,551.50	20.00
9	000003	CONDUCTOR REPLACEMENT (SERVICE CABINET TO CONTROLLER CABINET)	LF	2,430	4.75	11,542.50	1.25
10	000003	BATTERY BACK-UP SYSTEM (MOUNT EXTERNALLY TO CONTROLLER CABINET)	EA	17	5,008.50	85,144.50	5,000.00
11	000003	BATTERY BACK-UP SYSTEM (MOUNT INTERNALLY TO CONTROLLER CABINET)	EA	6	3,992.00	23,952.00	3,800.00
12	019901	DE-MOBILIZATION	LS	1	8,500.00	8,500.00	8,500.00
TOTAL						179,926.80	187,156.50
		10			11		
		PTM General Engineering Service, Inc. Riverside, CA 92504			Select Electric, Inc. Poway, CA 92074		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,050.00	3,050.00	2,912.00
2	000003	12" RED ARROW LED TRAFFIC SIGNAL MODULE	EA	111	82.00	9,102.00	73.50
3	000003	12" GREEN ARROW LED TRAFFIC SIGNAL MODULE	EA	125	81.00	10,125.00	75.00
4	000003	12" RED BALL LED TRAFFIC SIGNAL MODULE	EA	251	75.00	18,825.00	68.00
5	000003	12" GREEN BALL LED TRAFFIC SIGNAL MODULE	EA	248	84.00	20,832.00	75.00
6	000003	PV RED LED TRAFFIC SIGNAL MODULE	EA	8	111.00	888.00	107.00
7	000003	PV GREEN LED TRAFFIC SIGNAL MODULE	EA	8	159.00	1,272.00	152.75
8	731521	MINOR CONCRETE (SIDEWALK) [MAINTENANCE PAD]	SQFT	162	33.00	5,346.00	56.00
9	000003	CONDUCTOR REPLACEMENT (SERVICE CABINET TO CONTROLLER CABINET)	LF	2,430	3.60	8,748.00	1.35
10	000003	BATTERY BACK-UP SYSTEM (MOUNT EXTERNALLY TO CONTROLLER CABINET)	EA	17	4,700.00	79,900.00	5,023.00
11	000003	BATTERY BACK-UP SYSTEM (MOUNT INTERNALLY TO CONTROLLER CABINET)	EA	6	3,600.00	21,600.00	4,079.00
12	019901	DE-MOBILIZATION	LS	1	8,500.00	8,500.00	8,500.00
TOTAL						188,188.00	188,909.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Countywide Traffic Signal Battery Backup System and LED Modules
Improvement Project at various locations, Phase 3**

Advertised: April 23, 2013 (Agenda Item:3-64)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 15, 2013

PROJECT NO. B9-0996

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	12		13	
					Traffic Development Services Moorpark, CA 93021	Unique Performance Const. Anaheim, CA 92807	BID UNIT PRICE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	7,194.00	7,194.00	4,800.00	4,800.00
2	000003	12" RED ARROW LED TRAFFIC SIGNAL MODULE	EA	111	105.00	11,655.00	107.00	11,877.00
3	000003	12" GREEN ARROW LED TRAFFIC SIGNAL MODULE	EA	125	104.00	13,000.00	106.00	13,250.00
4	000003	12" RED BALL LED TRAFFIC SIGNAL MODULE	EA	251	99.00	24,849.00	98.00	24,598.00
5	000003	12" GREEN BALL LED TRAFFIC SIGNAL MODULE	EA	248	106.00	26,288.00	108.00	26,784.00
6	000003	PV RED LED TRAFFIC SIGNAL MODULE	EA	8	129.00	1,032.00	138.00	1,104.00
7	000003	PV GREEN LED TRAFFIC SIGNAL MODULE	EA	8	169.00	1,352.00	190.00	1,520.00
8	731521	MINOR CONCRETE (SIDEWALK) [MAINTENANCE PAD]	SQFT	162	60.00	9,720.00	18.00	2,916.00
9	000003	CONDUCTOR REPLACEMENT (SERVICE CABINET TO CONTROLLER CABINET)	LF	2,430	9.00	21,870.00	3.60	8,748.00
10	000003	BATTERY BACK-UP SYSTEM (MOUNT EXTERNALLY TO CONTROLLER CABINET)	EA	17	4,100.00	69,700.00	5,280.00	89,760.00
11	000003	BATTERY BACK-UP SYSTEM (MOUNT INTERNALLY TO CONTROLLER CABINET)	EA	6	3,000.00	18,000.00	4,080.00	24,480.00
12	019901	DE-MOBILIZATION	LS	1	8,500.00	8,500.00	8,500.00	8,500.00
TOTAL						213,160.00		218,337.00
ITEMS 1-12								
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	14			
					New West Signal, Inc. Fontana, CA 92335	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00		
2	000003	12" RED ARROW LED TRAFFIC SIGNAL MODULE	EA	111	95.00	10,545.00		
3	000003	12" GREEN ARROW LED TRAFFIC SIGNAL MODULE	EA	125	94.00	11,750.00		
4	000003	12" RED BALL LED TRAFFIC SIGNAL MODULE	EA	251	87.00	21,837.00		
5	000003	12" GREEN BALL LED TRAFFIC SIGNAL MODULE	EA	248	97.00	24,056.00		
6	000003	PV RED LED TRAFFIC SIGNAL MODULE	EA	8	126.00	1,008.00		
7	000003	PV GREEN LED TRAFFIC SIGNAL MODULE	EA	8	178.00	1,424.00		
8	731521	MINOR CONCRETE (SIDEWALK) [MAINTENANCE PAD]	SQFT	162	55.00	8,910.00		
9	000003	CONDUCTOR REPLACEMENT (SERVICE CABINET TO CONTROLLER CABINET)	LF	2,430	3.50	8,505.00		
10	000003	BATTERY BACK-UP SYSTEM (MOUNT EXTERNALLY TO CONTROLLER CABINET)	EA	17	5,266.00	89,522.00		
11	000003	BATTERY BACK-UP SYSTEM (MOUNT INTERNALLY TO CONTROLLER CABINET)	EA	6	4,337.00	26,022.00		
12	019901	DE-MOBILIZATION	LS	1	8,500.00	8,500.00		
TOTAL						222,079.00		
ITEMS 1-12								

CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: May 15, 2013

hereafter called "County":

BIDDER: Sierra Pacific Electrical Contracting, Inc.
(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of COUNTYWIDE TRAFFIC SIGNAL BATTERY BACKUP SYSTEM AND LED MODULES IMPROVEMENT PROJECT AT VARIOUS LOCATIONS, PHASE-3, PROJECT NO. B9-0996 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. 0 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.

BIDDER DATA:

Name of Bidder Sierra Pacific Electrical Contracting, Inc.

Type of Organization Electrical Contracting

Person(s) Authorized to Sign for Bidder Patience Spina

Address 2542 Avalon Street, Riverside, CA 92509

Phone (951) 784-1410

Contractor's License 264048 A, B, C-10
Type & Number

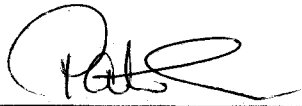
Expiration Date December 31, 2013

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>
-------------	----------------------	----------------	--------------------

Percent of work to be performed by sub-contractors: 0 %
(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.



Patience Spina

TITLE Corporate Secretary
"Contractor"

Non-Collusion Declaration

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

The undersigned declares:

I am the Corporate Secretary (Title) of Sierra Pacific Electrical (Company),
the party making the foregoing bid.

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

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

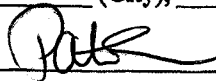
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the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

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

May (Month) 14 (Day) of 2013 (Year),

at Riverside (City), California (State).

Signature of Declarant: _____



Printed name of Declarant: Patience Spina

Name of Bidder (Company): Sierra Pacific Electrical Contracting

Title or Office: Corporate Secretary

Note: Notarization of signature required.

Check box if attachment is included.

ACKNOWLEDGMENT

State of California
County of Riverside

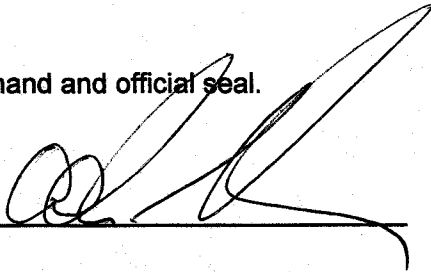
On 5/14/13 before me, Andrew McManus, Notary Public
(insert name and title of the officer)

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

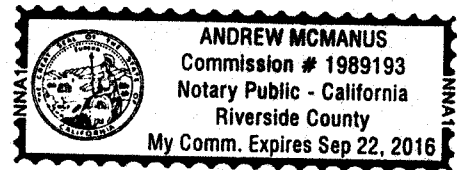
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Bid Bond

Recitals:

1. Sierra Pacific Electrical Contracting "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **COUNTYWIDE TRAFFIC SIGNAL BATTERY BACKUP SYSTEM AND LED MODULES IMPROVEMENT PROJECT AT VARIOUS LOCATIONS, PHASE-3, PROJECT NO. B9-0996** in accordance with a Notice Inviting Bids from the County.
2. Western Surety Company a South Dakota 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: May 13, 2013

Signatures:

Western Surety Company

Sierra Pacific Electrical Contracting

By: [Signature]

By: [Signature]

Title: J. W. Johnson
Attorney in Fact
"Surety"

Title: Secretary
"Contractor"

STATE OF California
COUNTY OF Riverside

} ss. SURETY'S ACKNOWLEDGEMENT

On 5/14/13 before me, _____ personally appeared, _____ known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Pamela Olmo, J W Johnson, D Richard Stinson, Scott Gaddy, Jeff Parkhurst, Lisa M Lucas, Susan J Sampson, Jennifer E Dirking, Anthony J D'Asaro, William Phillips Jr, David Alvarado, Teri L Koehler, Jessica L Nowlin, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of December, 2012.



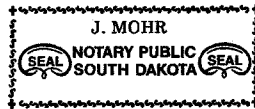
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of December, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of May, 2013.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

ACKNOWLEDGMENT

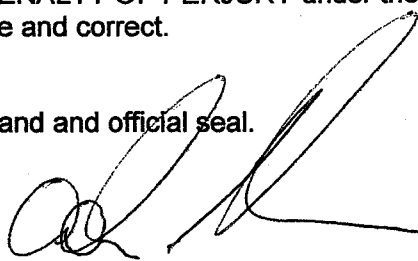
State of California
County of Riverside

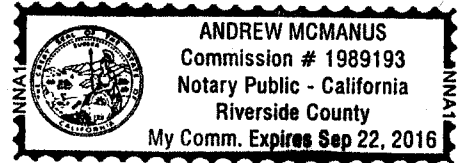
On 5/14/13 before me, Andrew McManus, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Company Profile

WESTERN SURETY COMPANY

P.O. BOX 5077
SIOUX FALLS, SD 57117-5077

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	13188
NAIC Group #:	<u>0218</u>
California Company ID #:	0761-7
Date authorized in California:	July 29, 1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

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](#).

LIABILITY
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](#)

Last Revised - November 10, 2012 10:58 AM

ENDORSEMENT

This endorsement, effective 12:01 AM 6/30/2013

Forms a part of policy no.: 023462673

Issued to: Sierra Pacific Electrical Contracting

By: Lexington Ins. Co.

AGGREGATE LIMITS OF INSURANCE - PER PROJECT AMENDMENT AND OVERALL GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the policy:

Subject to the Overall General Aggregate Limit stated in Item 3 of the Declarations, the General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "projects" away from premises owned by or rented to you.

It is further understood and agreed that the following changes are made to the policy:

- (1) Item 3, Limits of Insurance in the Declarations is amended by the addition thereto of the following Limit:

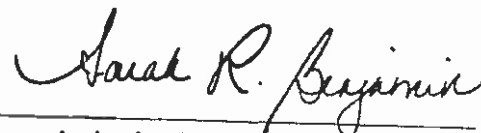
Overall General Aggregate Limit - \$ 5,000,000

- (2) SECTION III- LIMITS OF INSURANCE is amended by the addition thereto of the following paragraph under paragraph 6.

7. The Overall General Aggregate Limit is the most we will pay under Coverages A and B for the sum of all Limits of Insurance as provided in this SECTION III regardless of the number of your "projects"; except for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

For the purpose of this endorsement, "project" means the work for which the Named Insured is responsible according to a contract between the Named Insured as the contractor or sub-contractor, and an owner, developer or general or sub-contractor.

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (In states where applicable)

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

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

2. COVERAGE EXTENSIONS

a. Supplementary Payments

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

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


Authorized Representative

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SECTION III – PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

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

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

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

5. Rental Reimbursement Coverage

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

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

8. Lease Gap Coverage

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

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

B. EXCLUSIONS

The following is added to Paragraph 3:

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

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c. does not apply to:

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

D. DEDUCTIBLE

The following is added:

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

SECTION IV. – BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

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

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

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

The following is added to 5.

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

B. GENERAL CONDITIONS

9. is added:

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

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

ENDORSEMENT # 006

This endorsement, effective 12:01 AM 06/30/2012

Forms a part of policy no.: 023462673

Issued to: SIERRA PACIFIC ELECTRICAL CONTRACTING

By: LEXINGTON INSURANCE COMPANY

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



Authorized Representative OR
Countersignature (In states where applicable)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA – BLANKET

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

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

Person or Organization	Schedule	Job Description
Any person or organization for whom The named insured is required under Written contract to furnish this waiver		RE: All California Operations

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

Endorsement Effective 01/01/13 to 01/01/14

Policy No. CST5003428

Endorsement No.

Insured: Sierra Pacific Electrical Contracting

Insurance Company: BENCHMARK INSURANCE COMPANY




Benchmark Insurance Company

Countersigned by

ENDORSEMENT

This endorsement, effective 12:01 AM 6/30/2013

Forms a part of policy no.: 023462673

Issued to: SIERRA PACIFIC ELECTRICAL CONTRACTING, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS (FORM B)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:


COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: BLANKET WHERE REQUIRED BY WRITTEN CONTRACT.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

All other terms and conditions remain unchanged.


Authorized Representative OR
Countersignature (In states where applicable)

This endorsement, effective 12:01 AM 6/30/2013
Forms a part of policy no.: 023462673
Issued to: Sierra Pacific Electrical Contracting
By: LEXINGTON INSURANCE COMPANY

**WAIVER OF SUBROGATION
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



**Authorized Representative OR
Countersignature (In states where applicable)**



July 10, 2013

County of Riverside
Attn: Saleem Baig

Re: Sierra Pacific Electrical Contracting
Excess Liability Policy
Policy #: NHA233330

Saleem,

Sierra Pacific Electrical Contracting renewed their excess liability insurance policy with RSUI Indemnity Company effective June 30th, 2013 to June 30th, 2014. Their insurance policy is in the process of being issued, and will be sent to you via email once received.

Sincerely,

A handwritten signature in cursive script that reads "Lupe".

Lupe Ortiz
Sr. Account Manager
lortiz@edgewoodins.com