

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

2238



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
August 31, 2016

SUBJECT: Accept the Low Bid and Award the Contract to Calpromax Engineering, Inc. for the Construction of County Club Drive and Adams Street Traffic Signal and Lighting Project in the Community of Bermuda Dunes. 4th District; [\$314,891 – Total Cost]; [\$5,500 – Ongoing Cost]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the plans and specifications issued prior the July 13, 2016, bid opening; and
2. Accept the low bid of Calpromax Engineering, Inc. of Placentia, CA in the amount of \$314,891; and
3. Award the contract to Calpromax Engineering, Inc. and authorize the Chairman of the Board to execute the contract documents; and
4. Approve the project's proposed budget as shown on Attachment "A."

Juan C. Perez
Director of Transportation and Land Management

JCP:iri:rr

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 314,891	\$ 0	\$ 314,891	\$ 5,500	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Eastern County DIF Signal Mitigation Fund (100%). There are no General Funds used in this project.

Budget Adjustment: No
For Fiscal Year: 16/17

C.E.O. RECOMMENDATION:

APPROVE

BY:

Tina Grande
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: October 4, 2016
xc: Transp.

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

Prev. Agn. Ref.: 06/21/16, Item 3-70

District: 4

Agenda Number:

MT 2238

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 8/19/16

Departmental Concurrence

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

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2016 SEP 27 PM 2:20

RCED SEP2016 PM 4:16

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

FORM 11: Accept the Low Bid and Award the Contract to Calpromax Engineering, Inc. for the Construction of County Club Drive and Adams Street Traffic Signal and Lighting Project in the Community of Bermuda Dunes. 4th District; [\$314,891 – Total Cost]; [\$5,500 – Ongoing Cost]; Local Funds 100%

DATE: August 31, 2016

PAGE: 2 of 3

BACKGROUND:

Summary

By Minute Order dated June 21, 2016 (Agenda Item 3-70), the Board of Supervisors authorized the Clerk of the Board to advertise for the installation of a traffic signal, lighting and intersection improvements at the intersection of Country Club Drive and Adams Street in the Community of Bermuda Dunes in the Coachella Valley.

Country Club Drive is a two-lane facility that travels in the East-West directions with 14-foot wide through lanes and 2-foot paved shoulders with a 12-foot left turn lane for vehicles turning south onto Adams Street. Adams Street is a two-lane facility that travels in the North-South directions with 12-foot wide through lanes and 8-foot dirt shoulders. The area in the immediate vicinity is currently undeveloped.

The project will include installation of traffic signal poles, safety lighting, traffic signal cabinets and pull boxes, minor street widening on the north side of Country Club Drive, widening of dirt shoulders, grading, installing curb and gutter, concrete pedestrian landings, installing traffic striping, sign, and relocation of utilities.

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the plans and specifications. Bidders were required to acknowledge and take into account the issued addendum on their contractor's Bid in order to be considered for award. The addendum was issued to clarify and modify the approved contract documents. The addendum is attached and designated as Addendum No. 1.

The proposed budget as shown on attachment "A" includes the contract award amount and other associated costs.

A letter of bid protest was submitted by the second low bidder for this project. The letter presented four issues or concerns to declare the apparent low bidder as non-responsive and non-responsible. The County of Riverside Transportation Department (Transportation Department) and County Counsel reviewed the protest and responded to those points of concern. When notified, the second low bidder stated they would respect the Transportation Department response and will not pursue the matter any further. Attached is a letter dated July 22, 2016 sent by the Transportation Department responding to the second low bidder's letter.

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

Project Number: C5-0086

Impact on Residents and Businesses

The proposed traffic signal will improve traffic safety by providing controlled traffic movements.

The construction duration set for this project is 40 working days, approximately 8 weeks, and construction is anticipated to be completed by January 2017.

SUPPLEMENTAL:

Additional Fiscal Information

The contract is recommended to be awarded to Calpromax Engineering, Inc. for the total amount of \$314,891. The project is funded with East County Development Impact Fee (DIF) Signal Mitigation Funds.

The DIF program, which is governed under Ordinance 659, allows for the use of DIF funds for traffic signal facilities.

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

There are no General Funds used in this project.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Accept the Low Bid and Award the Contract to Calpromax Engineering, Inc. for the Construction of County Club Drive and Adams Street Traffic Signal and Lighting Project in the Community of Bermuda Dunes. 4th District; [\$314,891 – Total Cost]; [\$5,500 – Ongoing Cost]; Local Funds 100%

DATE: August 31, 2016

PAGE: 3 of 3

Contract History and Price Reasonableness

Six bids were received on July 13, 2016, ranging from \$314,891 to \$378,498. The basis for the selection of a contractor is the lowest responsive and responsible bid.

The lowest responsible bid was submitted by Calpromax Engineering, Inc. in the amount of \$314,891, which is \$28,141 (9.8%) higher than the Engineer's Estimate.

Bid prices received, higher than the Engineer's Estimate costs, are due to higher than expected prices of traffic signal components and other construction materials.

ATTACHMENTS:

- Vicinity Map
- Attachment A
- Contract/Lease/Purchase Summary Data
- Summary of Bids
- Addendum No. 1
- Response to Bid Protest Letter
- Bid Protest Letter
- Contract
- Bid Proposal

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
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N/A

Vendor/Lessor Name:	Calpromax Engineering, Inc.
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Minority Status:

M W DV None

Vendor/Lessor Location:	Placentia, CA
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Local Preference Applied: Yes No N/A

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

Local Preference FYTD: Cost \$ # of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 314,891.00 to \$ 378,498.50
 Local Bid Range: N/A
 Responsive and Responsible Bid Range: \$ 314,891.00 to \$ 378,498.50

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

MT 2238

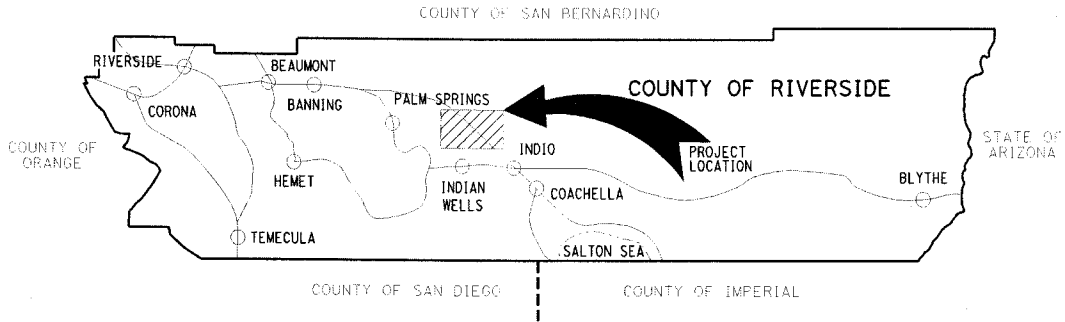
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

COUNTRY CLUB DR
AND
ADAMS ST

TRAFFIC SIGNAL AND LIGHTING

BERMUDA DUNES AREA

PROJECT No. C5-0086



VICINITY MAP
TOWNSHIP 5S RANGE 7E SECTION 7-8
COUNTY ROAD BOOK PAGE No. 207-A

Attachment "A"

Riverside County Transportation Department

Project: **Country Club Dr and Adams St Traffic Signal and Lighting**

Project No.(s): **C5-0086**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	28,159	841	29,000	20,000	29,000
Environmental	997	3	1,000	3,000	1,000
Design	71,616	384	72,000	60,000	72,000
Right-of-way				5,000	
Utilities	5,360	640	6,000	15,000	6,000
Construction		314,891	314,891		
Construction Contingency 10%		31,489	31,489	300,000	371,000
Signal Pole Equipment	24,095	905	25,000		
Construction Engineering & Inspection 15.0%	5,549	41,685	47,234	45,000	47,000
Construction Survey 10.0%		31,489	31,489	20,000	31,000
Totals:	135,776	422,327	558,103	468,000	557,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
370	East County DIF Signal Mitigation Fund	468,000	557,000
Totals		468,000	557,000

Comments

Riverside County Contract No. 16-08-008

Contract

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

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Country Club Drive and Adams Street, Traffic Signal and Lighting Project, In the Community of Bermuda Dunes, Project No. C5-0086, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of 2010 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda (One), (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract, the Payment Bond and Performance Bond.

2. The Work

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

3. Prosecution, Progress and Liquidated Damages

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

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

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

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

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

- A. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
- B. All work done according to the Contract, prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
- C. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

4. Compensation

Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

**Country Club Drive and Adams Street
Traffic Signal and Lighting Project
In the Community of Bermuda Dunes
Project No. C5-0086.**

Contract

BASE BID SCHEDULE

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	1,800.00	1,800.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,000.00	3,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	1,800.00	1,800.00
4	066100	DUST CONTROL	LS	1	1,200.00	1,200.00
5	160101	CLEARING AND GRUBBING	LS	1	7,800.00	7,800.00
6	190101	ROADWAY EXCAVATION	CY	55	120.00	6,600.00
7	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	110	60.00	6,600.00
8	390130	HOT MIX ASPHALT	TON	85	192.00	16,320.00
9	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	2	1,200.00	2,400.00
10	731502	MINOR CONCRETE [LANDING]	CY	10	840.00	8,400.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	250	48.00	12,000.00
12	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	30	180.00	5,400.00
13	000003	CONSTRUCT AC OR PCC CURB TRANSITION	EA	12	240.00	2,880.00
14	860201	SIGNAL AND LIGHTING	LS	1	190,000.00	190,000.00
15	150710	REMOVE TRAFFIC STRIPE	LF	6,300	0.36	2,268.00
16	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	450	2.52	1,134.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	9,500	0.56	5,320.00
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	550	2.70	1,485.00
19	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	210	2.40	504.00
20	566011	ROADSIDE SIGN - ONE POST	EA	1	372.00	372.00
21	568017	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	2	180.00	360.00
22	150742	REMOVE (AND SALVAGE) EXISTING SIGN (AND POST)	EA	4	150.00	600.00

Contract (continued)

BASE BID SCHEDULE

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
23	152390	RELOCATE ROADSIDE SIGN	EA	2	240.00	480.00
24	000003	REPLACE WOOD POST WITH NEW STEEL POST	EA	4	192.00	768.00
25	015602	FUNDING AWARENESS SIGN	EA	2	1,200.00	2,400.00
26	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	30,000.00	30,000.00
27	019901	DE-MOBILIZATION	LS	1	3,000.00	3,000.00

PROJECT
TOTAL:
ITEMS 1-27

"Three hundred fourteen thousand, eight hundred ninety one dollars and zero cents"
"WORDS"


\$314,891.00

Country Club Drive and Adams Street
Traffic Signal and Lighting Project
In the Community of Bermuda Dunes
Project No. C5-0086

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

COUNTY OF RIVERSIDE

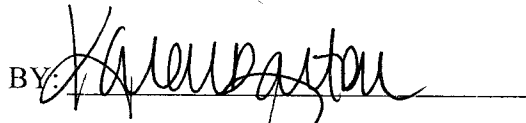
BY:


JOHN J. BENOIT
Chairman, Board of Supervisors

DATED: OCT 04 2016

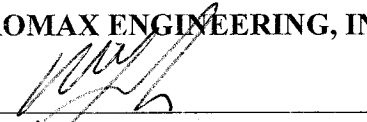
ATTEST:

Kecia Harper-Ihem, Clerk of the Board

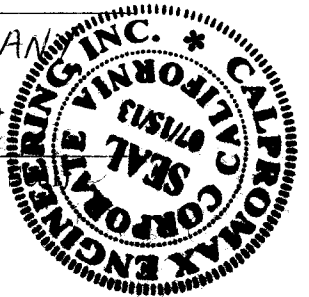
BY: 
Deputy

CALPROMAX ENGINEERING, INC.

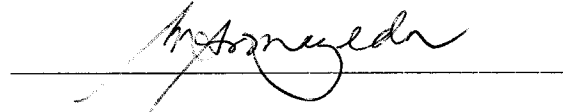
BY:


NIZAR KABBANI

TITLE: President
(If Corporation, affix



ATTEST:



TITLE: OFFICE ASSISTANT

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

License No.: 995933

Federal Employer Identification Number:

46-3435636

Department of Industrial Relations Registration Number:

1000028249

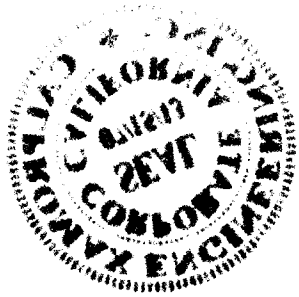
BY _____
"County"

"Corporate"



FORM APPROVED COUNTY COUNSEL

BY: 
MARSHAL VICTOR DATE



ACTION WITHOUT MEETING OF BOARD OF DIRECTORS

OF

**CALPROMAX ENGINEERING, INC.
a California corporation**

Pursuant to the authorization contained in the By-Laws of Calpromax Engineering, Inc., a California corporation (the "Corporation"), and Section 307(b) of the California General Corporation Law, the following action is taken without a meeting by written consent of the sole member of the Board of Directors of the Corporation:

Election of Officers

RESOLVED that the following persons are hereby elected to the offices set forth opposite their respective names:

<u>Name</u>	<u>Office</u>
Nizar Kabbany	President/Chief Executive Officer
Nizar Kabbany	Chief Financial Officer
Nizar Kabbany	Secretary

Designation of Agent for Service of Process

WHEREAS the Corporation is required by Section 1502 of the California General Corporation Law to designate an agent for service of process; and

WHEREAS the Board of Directors has selected an agent for service of process; and

WHEREAS the person selected by the Board of Directors is willing to serve as the agent for service of process for the Corporation;

NOW, THEREFORE, BE IT RESOLVED that the person whose name and complete business or residence address is set forth below be, and he hereby is, designated as the agent for service of process of the corporation:

California Corporate Agents, Inc.
16830 Ventura Blvd., Ste. 360
Encino, California 91436

Performance Bond

Recitals:

1. **Calpromax Engineering, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Country Club Drive and Adams Street, Traffic Signal and Lighting Project, In the Community of Bermuda Dunes, Project No. C5-0086.**
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 **\$314,891.00 (Three hundred fourteen thousand, eight hundred ninety one dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are **Calpromax Engineering, Inc.**, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$314,891.00 (Three hundred fourteen thousand, eight hundred ninety one dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting **Country Club Drive and Adams Street, Traffic Signal and Lighting Project, In the Community of Bermuda Dunes, Project No. C5-0086.**

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).

(Premium subject to adjustment based on final contract price)

Premium: \$7,298

Bond No.: 1001045031

Performance Bond

Recitals:

1. Calpromax Engineering, Inc. (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Country Club Drive and Adams Street, Traffic Signal and Lighting Project, In the Community of Bermuda Dunes, Project No. C5-0086.
2. American Contractors Indemnity Company, a California 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 \$314,891.00 (Three hundred fourteen thousand, eight hundred ninety one dollars and zero cents) and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of August 1, 2016

Calpromax Engineering, Inc.

American Contractors Indemnity Company

By [Signature]

By [Signature]

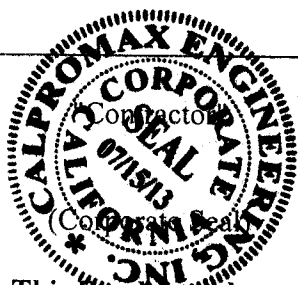
By Nizar Kabbany

Type Name Blake A Pfister

Its President

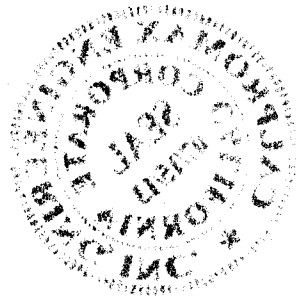
Its Attorney in Fact
"Surety"

Title _____



(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

CIVIL CODE § 1189

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

State of California)

County of Orange)

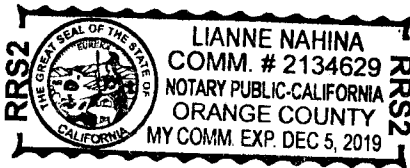
On August 1, 2016 before me, Lianne Nahina, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond 1001045031 Document Date: August 1, 2016

Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister

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

Signer Is Representing: American Contractors Indemnity Company

Signer's Name: -----

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

Signer Is Representing: _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Blake A. Pfister of Mission Viejo California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

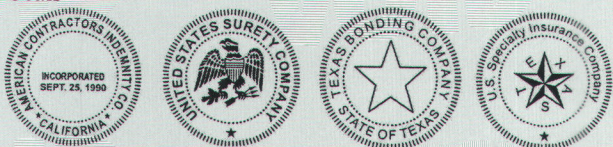
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

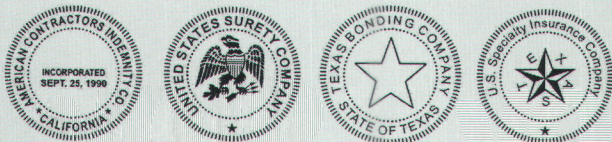
Signature [Signature] (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1st day of August, 2016

Corporate Seals



Bond No. 1001045031
Agency No. 3074

[Signature]

Kio Lo, Assistant Secretary

- Kant'Kopy® K1
Security Paper
- Hidden Pantograph
 - Color Match
 - Artificial Watermark
 - Anti-Copy Coin Rub
 - Erasure Protection
 - Security Features Box
 - Microprint Protection
 - Acid Free

- Kant'Kopy® K1
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- Hidden Pantograph
 - Color Match
 - Artificial Watermark
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 - Security Features Box
 - Microprint Protection
 - Acid Free

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On August 8 2016 before me, Maria Delia Armogeda, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Nizar Kabbany
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/~~his~~/her/~~her~~/authorized capacity(ies), and that by his/~~his~~/her/~~her~~/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 *Maria Delia Armogeda*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond No. 1001045031
Document Date: August 1, 2016 Number of Pages: 1
Signer(s) Other Than Named Above: N/A ; None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nizar Kabbany
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: Calpromax Engineering, Inc.

Signer Is Representing: _____



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

COMPANY PROFILE

Company Information

AMERICAN CONTRACTORS INDEMNITY COMPANY
601 S. FIGUEROA STREET, SUITE 1600
LOS ANGELES, CA 90017

Old Company Names **Effective Date**

Agent For Service

ANNA NOVEMAN
 601 S. FIGEROA STREET
 SUITE 1600
 LOS ANGELES CA 90017

Reference Information

NAIC #:	10216
California Company ID #:	3634-3
Date Authorized in California:	05/23/1994
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

back to top

NAIC Group List

NAIC Group #: 3098 Tokio Marine Holdings Inc GRP

Lines Of Business

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

SURETY

back to top

Payment Bond

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

The makers of this Bond are **Calpromax Engineering, Inc.**, as Principal and Original Contractor and **American Contractors 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 to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$314,891.00 (Three hundred fourteen thousand, eight hundred ninety one dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting **Country Club Drive and Adams Street, Traffic Signal and Lighting Project, In the Community of Bermuda Dunes, Project No. C5-0086.**

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.

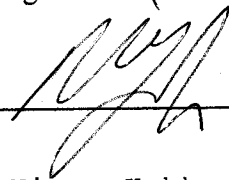
Dated: August 1, 2016

Calpromax Engineering, Inc.

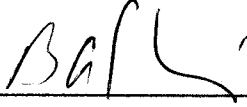
Original Contractor - Principal

American Contractors Indemnity Company

Surety

By 

Nizar Kabbany,
President

By 

Blake A Pfister
Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)



STATE OF _____
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, see attached _____ 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.

see attached acknowledgment

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).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

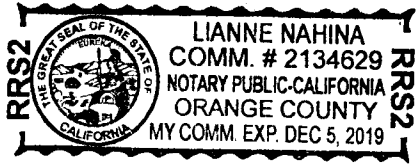
On August 1, 2016 before me, Lianne Nahina, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond 1001045031 Document Date: August 1, 2016
Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: -----
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: American Contractors Indemnity Company

Signer Is Representing: _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Blake A. Pfister of Mission Viejo California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

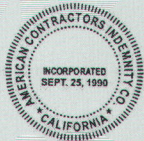
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

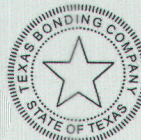
Signature [Signature] (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1st day of August, 2016

Corporate Seals



[Signature]

Kio Lo, Assistant Secretary

Bond No. 1001045031
Agency No. 3074

- Kant'Kopy® K1
Security Paper
- Hidden Pantograph
 - Color Match
 - Artificial Watermark
 - Anti-Copy Coin Rub
 - Erasure Protection
 - Security Features Box
 - Microprint Protection
 - Acid Free

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On August 8 2016 before me, Maria Delia Armogeda, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Nizar Kabbany
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 *Maria Delia Armogeda*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond No. 1001045031
Document Date: August 1, 2016 Number of Pages: 1
Signer(s) Other Than Named Above: N/A ; None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nizar Kabbany
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Calpromax Engineering, Inc.

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



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

COMPANY PROFILE

Company Information

AMERICAN CONTRACTORS INDEMNITY COMPANY
601 S. FIGUEROA STREET, SUITE 1600
LOS ANGELES, CA 90017

Old Company Names **Effective Date**

Agent For Service

ANNA NOVEMAN
 601 S. FIGEROA STREET
 SUITE 1600
 LOS ANGELES CA 90017

Reference Information

NAIC #:	10216
California Company ID #:	3634-3
Date Authorized in California:	05/23/1994
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

back to top

NAIC Group List

NAIC Group #: 3098 Tokio Marine Holdings Inc GRP

Lines Of Business

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

SURETY

back to top

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2016

PRODUCER TRADESTONE INSURANCE SERVICES, INC. 14772 PIPELINE AVE. STE. B CHINO HILLS, CA 91709 TEL: 909-597-4241; FAX: 909-597-4281		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 Calpromax Engineering Inc 650 N. Rose Drive #186 Placentia CA 92870		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Colony Insurance Company	39993
		INSURER B: National Union Fire Ins. Co. of Pitts, PA	19445
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	x	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL4178183	11/30/2015	11/30/2016	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	EBU 016573109	05/23/2016	11/30/2016	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
		DEDUCTIBLE RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

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

TEN DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM WILL BE PROVIDED

County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives are Additional Insureds in regards to the General Liability policy.

RE: Country Club Drive and Adams Street, Traffic Signal and Lighting Project, In the Community of Bermuda Dunes, Project No. C5-0086

CERTIFICATE HOLDER

County of Riverside Transportation Department
 Attn: Contracts/Bidding Unit
 3525 14th Street
 Riverside, CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL 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

Jeanie Hamilton <SAC>

IMPORTANT

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

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

DISCLAIMER

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



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-29-2016

GROUP:
 POLICY NUMBER: 9148624-2015
 CERTIFICATE ID: 4
 CERTIFICATE EXPIRES: 12-16-2016
 12-16-2015/12-16-2016

COUNTY OF RIVERSIDE TRANSPORTATION DEPT. SP
 3525 14TH ST
 RIVERSIDE CA 92501-3813

JOB: TRAFFIC SIGNAL AND LIGHTING PROJECT
 COUNTRY CLUB DR & ADAMS
 BERMUDA DUNES
 CA 92203

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

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

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

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

Authorized Representative

President and CEO

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

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2016-07-29 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: COUNTY OF RIVERSIDE TRANSPORTATION DEPT.

ENDORSEMENT #1600 - KABBANY, NIZAR PRES SEC TRES - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-18-2015 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2016-07-29 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: COUNTY OF RIVERSIDE TRANSPORTATION DEPT.

EMPLOYER

CALPROMAX ENGINEERING, INC.
 650 NORTH ROSE DRIVE #186
 PLACENTIA CA 92870

SP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

pol#GL4178183

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Additional Insured):	Location(s) of Covered Operations:
ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE INSURED	CALIFORNIA

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations or Work

"Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

Negligence of Additional Insured

"Bodily injury" or "property damage" arising directly or indirectly out of the negligence of the additional insured(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U156-0310

Includes copyrighted material of ISO Properties, Inc.,
with its permission.
Insured

Page 1 of 1

Authorized signature:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm Dan Rickabus State Farm Insurance 30131 Town Center Drive Suite 275 Laguna Niguel CA 92677	CONTACT NAME: Kathy Perry PHONE (A/C, No, Ext): 949-363-7100 FAX (A/C, No): 949-363-1836 E-MAIL ADDRESS: kathy@danrickabus.com
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Calpromax Engineering Inc 650 N Rose Dr Suite 186 Placentia CA 92870	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		491 4743-C03-75 522 5864-E20-75 522 9931-E18-75	03/03/2016 05/11/2016 05/11/2016	09/03/2016 11/20/2016 11/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured: County of Riverside, its agencies, special districts and departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives

RE: Country Club Drive and Adams Street, Traffic signal and Lighting Project in the City of Bermuda Dunes, Project No C5-0086)

CERTIFICATE HOLDER County of Riverside, Transportation Dept Attn: Contracts/Bidding Unit 3525 14th Street Riverside CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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State Farm Mutual Automobile Insurance Company

900 Old River Road
Bakersfield CA 93311-9501

95653-4-P MATCH 00448 MUTL VOL

DECLARATIONS PAGE

NAMED INSURED 00448
75-0588-4 P A

030428 6088
CALPROMAX ENGINEERING, INC
650 N ROSE DR STE 186
PLACENTIA CA 92870-7513

POLICY NUMBER 522 5864-E20-75B
POLICY PERIOD AUG 01 2016 to NOV 20 2016
12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER
1217192323

AGENT
DAN RICKABUS
30131 TOWN CENTER DR STE 275
LAGUNA NIGUEL, CA 92677-2086

PHONE: (949)353-7100

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY/STYLE	VEHICLE ID NUMBER	CLASS
2001	FORD	F150	PICKUP	1FTZF17271KF88505	100HAV10

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Bodily Injury Limits Each Person, Each Accident \$1,000,000 \$1,000,000 Property Damage Limit Each Accident \$1,000,000	\$407.31
D	Comprehensive Coverage - \$1,000 Deductible	\$9.95
G	Collision Coverage - \$1,000 Deductible	\$67.88
U	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$50,000 \$100,000	\$23.42
U1	Uninsured Motor Vehicle Property Damage Coverage	\$4.43
Total premium for AUG 01 2016 to NOV 20 2016		\$512.99 This is not a bill

IMPORTANT MESSAGES

Replaced policy number 5225864-75A.

Your total renewal premium for MAY 20 2016 to NOV 20 2016 is \$846.52.

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET - FORM 9805B, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU WITH ANY SUBSEQUENT RENEWAL NOTICE.
6028BU ADDITIONAL INSURED-COUNTY OF RIVERSIDE, 3525 14TH ST, RIVERSIDE CA 92501-3813.
6835EC COVERAGE EXTENSION FOR NAMED PERSON.
6030GF BUSINESS NAMED INSURED
6126MD EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING.
6128AC AMENDATORY ENDORSEMENT.
6022BU- STATE OF CALIFORNIA, ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS, DEPARTMENT OF TRANSPORTATION, MS-65, DIVISION OF PROCUREMENT AND CONTRACTS, ATTN: DIANNE MORRIS, 1727 30TH STREET, SACRAMENTO, CA 95816-7006.

State Farm



State Farm Mutual Automobile Insurance Company

PO Box 799100
Dallas TX 75379

06066-4-B MATCH 00034 MUTL VOL

DECLARATIONS PAGE

NAMED INSURED 00034

75-0598-4 B A

000034 0058

CALPROMAX ENGINEERING INC
658 N ROSE DR # 186
PLACENTIA CA 92870-7513

POLICY NUMBER 522 9931-E18-75C

POLICY PERIOD AUG 01 2016 to NOV 18 2016
12:01 A.M. Standard TimeSTATE FARM PAYMENT PLAN NUMBER
1217192323

AGENT

DAN RICKABUS
30131 TOWN CENTER DR STE 275
LAGUNA NIGUEL, CA 92677-2086

PHONE: (949)363-7100

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	CLASS
1993	GMC	C7H042	STK TRK	1GDM7H1J7PJ518366	Commercial

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Limit-Each Accident \$1,000,000	\$344.65
D	Comprehensive Coverage - \$1,000 Deductible	\$24.00
G	Collision Coverage - \$1,000 Deductible	\$32.83
U	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$50,000 \$100,000	\$12.84
U1	Uninsured Motor Vehicle Property Damage Coverage	\$2.85
Total premium for AUG 01 2016 to NOV 18 2016		\$417.17 This is not a bill

IMPORTANT MESSAGES

Replaced policy number 5229931-75B.

Your total renewal premium for MAY 18 2016 to NOV 18 2016 is \$702.32.

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET - FORM 9805B, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU WITH ANY SUBSEQUENT RENEWAL NOTICE.

01 6028BU ADDITIONAL INSURED-THE CITY OF NEWPORT BEACHES, 100 CIVIC CENTER DR, NEWPORT BEACH CA 92660-3267.

02 6028BU ADDITIONAL INSURED-STATE OF CA, ITS OFFS, AGTS, EMPLS & SERVS, DEPT OF TRANSP MS-65 DIV OF PROC & CONTR, ATTN: DIANNE MORRIS 1727 30TH ST, SACRAMENTO CA 95816-7005.

03 6028BU ADDITIONAL INSURED-COUNTY OF RIVERSIDE, ITS AGCY SP DIST & DEPT THEIR RESP OFF BD OF SUP, ELECTED & APPT OFF, ATTN:TRANS DEPT CONTR BIDDING 3525 14TH ST, RIVERSIDE CA 92501-3813.

6018CD COMMERCIAL VEHICLE.

6030GF BUSINESS NAMED INSURED.

6126MD EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING.

6128AC AMENDATORY ENDORSEMENT.

6289DW SINGLE LIMIT LIABILITY COVERAGE.

6771BD AMENDMENT OF NONRENEWAL AND CANCELLATION.

State Farm



State Farm Mutual Automobile Insurance Company

PO Box 799100
Dallas TX 75379

03892-4-B MATCH 00050 MUTL VOL

DECLARATIONS PAGE

NAMED INSURED 00050 75-0598-4 B A

000050 0052
CALPROMAX ENGINEERING, INC
650 N ROSE DR STE 186
PLACENTIA CA 92870-7513

POLICY NUMBER 491 4743-C03-75B
POLICY PERIOD AUG 01 2016 to MAR 03 2017
12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER
1217192323

AGENT
DAN RICKABUS
30131 TOWN CENTER DR STE 275
LAGUNA NIGUEL, CA 92677-2086

PHONE: (949)363-7100

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	CLASS
2001	FORD	F550SD	UTIL TRK	1FDAF56F61EB73002	Commercial

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Limit-Each Accident \$1,000,000	\$385.21
D	Comprehensive Coverage - \$1,000 Deductible	\$49.88
G	Collision Coverage - \$1,000 Deductible	\$97.66
U	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$50,000 \$100,000	\$25.46
U1	Uninsured Motor Vehicle Property Damage Coverage	\$5.65
Total premium for AUG 01 2016 to MAR 03 2017		\$1,063.86 This is not a bill

IMPORTANT MESSAGES

Replaced policy number 4914743-75A.

Your total renewal premium for SEP 03 2016 to MAR 03 2017 is \$903.10.

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET - FORM 9805B, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU WITH ANY SUBSEQUENT RENEWAL NOTICE.

01 6028BU ADDITIONAL INSURED-STATE OF CA, ITS OFFS, AGTS, EMPLS & SERV, DEPT OF TRANSP MS-65 DIV OF PROC & CONTR, ATTN: DIANNE MORRIS 1727 30TH ST, SACRAMENTO CA 95816-7005.

02 6028BU ADDITIONAL INSURED-COUNTY OF RIVERSIDE, ITS AGCY SP DIST & DEPT THEIR RESP OFF BD OF SUPER, ELECTED OFFICIALS, ATTN: TRANS DEPT CONTR 3110 BIDDING3525 14TH ST, RIVERSIDE CA 92501.

0018CD COMMERCIAL VEHICLE.

0030GF BUSINESS NAMED INSURED.

0126MD EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING.

0128AC AMENDATORY ENDORSEMENT.

0289DW SINGLE LIMIT LIABILITY COVERAGE.

0771BD AMENDMENT OF NONRENEWAL AND CANCELLATION.



PO Box 799100
Dallas TX 75379

DATE OF NOTICE: AUG 18 2016
CODE:

AT1 23 116A A

001048 0093

COUNTY OF RIVERSIDE, ITS AGCY
SP DIST & DEPT THEIR RESP OFF
BD OF SUP, ELECTED & APPT OFF
ATTN: TRANS DEPT CONTR BIDDING
3525 14TH ST
RIVERSIDE CA 92501-3813

NOTE: PLEASE NOTIFY STATE FARM AT THE
ADDRESS LISTED AT THE TOP, LEFT CORNER
OF THIS PAGE REGARDING ANY CHANGE OF
ADDRESS INFORMATION.



0101-ST-0000

ADDITIONAL INSURED'S NOTICE OF COVERAGE

0598-FA64-A

State Farm Mutual Automobile Insurance Company

NAMED INSURED:
CALPROMAX ENGINEERING INC
650 N ROSE DR # 186
PLACENTIA CA 92870-7513

POLICY NO: 522 9931-E18-75C
YR/MAKE/MODEL: 1993 GMC STK TRK
VIN/CAMPER: 1GDM7H1J7PJ518366
AGENT NAME: DAN RICKABUS
AGENT PHONE: (949)363-7100
ENDORSEMENT NO: 6028BU

COVERAGE:
BI AND PD LIABILITY
\$ 1 MIL
\$1000 DED. COMP.
\$1000 DED. COLL.

POLICY EFFECTIVE
AUG 01 2016 UNTIL TERMINATED

POLICY MESSAGES: This policy shown above supersedes policy# 5229931-75B.
The policy includes a loss payable clause protecting the additional insured's interest in the described car to the extent of the insurance provided and subject to all policy provisions. The additional insured will be given 20 days notice if the policy is terminated. Until such notice is provided, it shall be presumed that the required renewal premiums have been paid. The additional insured must notify us within 10 days of any change of interest or ownership coming to their attention. Failure to do so will render this policy null and void.

121000.8 (01a0821f) 06-06-2014

Customer name: CALPROMAX ENGINEERING, INC
 Address: 650 N ROSE DR STE 186
 PLACENTIA, CA 92870-7513
 Policy: 491 4743-C03-75B
 Status: PAID ON SFPP

Company: SF Mutual
 Servicing Agent: DAN RICKABUS
 Eff date: 09-03-2016 to 03-03-2017
 Description: 2001 FORD F550SD UTIL TRK
 VIN: 1FDAF56F61EB73002
 SFPP #: 1217192323

Endorsements

Number	Eff Date	End Date	Description
6018CD			COMMERCIAL VEHICLE
6030GF			BUSINESS NAMED INSURED
6126MD			EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING
6128AC			AMENDATORY ENDORSEMENT
6289DW			SINGLE LIMIT LIABILITY COVERAGE
6771BD			AMENDMENT OF NONRENEWAL AND CANCELLATION

The information on this document is presented for general informational purposes only and is not intended to serve as a declaration page or policy.

State Farm Mutual Automobile Insurance Company, Bloomington, Illinois

6028BU ADDITIONAL INSURED (Prior Notice of Termination)

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. A *person* or organization shown on the Declarations Page as an Additional Insured is provided Liability Coverage, but only to the extent that *person* or organization qualifies as an *insured* as defined in Liability Coverage.
2. An Additional Insured has the same right of recovery under Liability Coverage as if they had not been shown on the Declarations Page as an Additional Insured.
3. If Liability Coverage is changed or terminated as to the interest of the Additional Insured, unless another number of days notice is shown on the Declarations Page, *we* will provide the Additional Insured:
 - a. 10 days notice of such change or termination if the policy is nonrenewed or the cancellation is for nonpayment of premium; and
 - b. 20 days notice of such change or termination if the cancellation is for any reason other than nonpayment of premium.

Katherine B. Perry



**Prime ExpressSM
Commercial Excess Liability Policy With CrisisResponse[®]**

DECLARATIONS

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

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

(each of the above being a capital stock company)

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

POLICY NUMBER: EBU 016573109

RENEWAL OF: NEW

ITEM 1. NAMED INSURED: CALPROMAX ENGINEERING

MAILING ADDRESS: 650 NORTH ROSE DR# 186
PLACENTIA, CA 92870

ITEM 2. POLICY PERIOD: FROM: May 23, 2016 TO: November 30, 2016
(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)

ITEM 3. LIMITS OF INSURANCE

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

- | | |
|----------------|--|
| A. \$5,000,000 | Each Occurrence |
| B. \$5,000,000 | General Aggregate (in accordance with Section IV. Limits of Insurance) |
| C. \$5,000,000 | Products-Completed Operations Aggregate (in accordance with Section IV. Limits of Insurance) |
| D. \$250,000 | CrisisResponse Sublimit of Insurance |
| E. \$50,000 | Excess Casualty CrisisFund Limit of Insurance |

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

ITEM 5. PREMIUM AND PREMIUM COMPUTATION

ESTIMATED TOTAL ANNUAL EXPOSURE	
RATES PER	FLAT
MINIMUM PREMIUM	\$1,323.00
ADVANCE PREMIUM	\$1,323.00

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

PRODUCER NAME: AMWINS ACCESS INSURANCE SERVICES, LLC
ADDRESS: 435 N. PACIFIC COAST HIGHWAY
SUITE 200
REDONDO BEACH, CA 90277

Authorized Representative or
Countersignature (Where Applicable)

Date

Issue Date: 05/23/16

Prime ExpressSM
Commercial Excess Liability Policy With CrisisResponse[®]

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

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

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

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

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

I. INSURING AGREEMENT - COMMERCIAL EXCESS LIABILITY

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

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

B. This policy applies, only if:

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

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

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

- D. **Bodily Injury or Property Damage** will be deemed to have been known to have occurred at the earliest time when any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph N. of Section VII, any executive officer or director listed under subparagraph 2d. of Paragraph N. of Section VII. or any employee who was authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**:
1. reports all, or any part, of the **Bodily Injury or Property Damage** to us or any other insurer;
 2. receives a written or verbal demand or claim for damages because of the **Bodily Injury or Property Damage**;
or
 3. becomes aware by any other means that **Bodily Injury or Property Damage** has occurred or has begun to occur.
- E. Damages because of **Bodily Injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.
- F. If we are prevented by law or statute from paying damages covered by this policy on behalf of the **Insured**, then we will indemnify the **Insured** for those sums in excess of the **Retained Limit**.

II. INSURING AGREEMENT - CRISISRESPONSE® AND EXCESS CASUALTY CRISISFUND®

A. CrisisResponse

We will advance **CrisisResponse Costs** directly to third parties on behalf of the **Named Insured**, regardless of fault, arising from a **Crisis Management Event** first commencing during the **Policy Period**, up to the amount of the **CrisisResponse Sublimit of Insurance**.

B. Excess Casualty CrisisFund

We will pay **Crisis Management Loss** on behalf of the **Named Insured** arising from a **Crisis Management Event** first commencing during the **Policy Period**, up to the amount of the **Excess Casualty CrisisFund Limit of Insurance**.

- C. A **Crisis Management Event** will first commence at the time during the **Policy Period** when a **Key Executive** first becomes aware of an **Occurrence** that gives rise to a **Crisis Management Event** and will end when we determine that a crisis no longer exists or when the **CrisisResponse Sublimit of Insurance** has been exhausted, whichever occurs first.
- D. There will be no **Retained Limit** applicable to **CrisisResponse Costs** or **Crisis Management Loss**.
- E. Any advancement of **CrisisResponse Costs** or payment of **Crisis Management Loss** that we make under the coverage provided by this Section II will not be a determination of our obligations under this policy, nor create any duty to defend any **Suit** under any other part of this policy.

III. DEFENSE PROVISIONS

- A. We will have the right and duty to defend any **Suit** against the **Insured** that seeks damages for **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** covered by this policy, even if the **Suit** is groundless, false or fraudulent when the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by payment of **Loss** to which this policy applies and the total applicable limits of **Other Insurance** have been exhausted.

If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

- B. We will have no duty to defend the **Insured** against any **Suit** seeking damages for **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** to which this insurance does not apply.
- C. When we assume the defense of any **Suit** against the **Insured** that seeks damages covered by this policy, we will:
1. investigate, negotiate and settle the **Suit** as we deem expedient; and
 2. pay the following supplementary payments to the extent that such payments are not covered by **Scheduled Underlying Insurance** or any applicable **Other Insurance**:
 - a. premiums on bonds to release attachments for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;
 - b. premiums on appeal bonds required by law to appeal a judgment in a **Suit** for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;
 - c. all court costs taxed against the **Insured** in the **Suit**;
 - d. pre-judgment interest awarded against the **Insured** on that part of the judgment within the applicable Limits of Insurance of this policy we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest accruing after we make such offer;
 - e. post-judgment interest that accrues after entry of judgment on that part of the judgment within the applicable Limits of Insurance of this policy we pay and before we have paid, offered to pay or deposited in court that part of the judgment that is within the applicable Limits of Insurance of this policy; and
 - f. the **Insured's** expenses incurred at our request or with our consent.
- D. Except as provided in Paragraph A above, we will have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.
- E. We will not defend any **Suit**, or pay any attorney fees or litigation expenses including, without limitation, the expenses described in Paragraph C above that accrue after the applicable Limits of Insurance of this policy have been exhausted by the payment of **Loss** and we will have the right to withdraw from the further defense of such **Suit** by tendering control of said defense to the **Insured**.

IV. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 3 of the Declarations and the rules below state the most we will pay for all damages under this policy regardless of the number of:
1. **Insureds**;
 2. claims made or **Suits** brought;
 3. persons or organizations making claims or bringing **Suits**; or
 4. coverages provided under this policy.
- B. The General Aggregate Limit stated in Item 3 of the Declarations is the most we will pay for all damages under this policy, except for:
1. damages included within the **Products-Completed Operations Hazard**; and

2. damages because of **Bodily Injury** or **Property Damage** to which this policy applies, caused by an **Occurrence** and resulting from the ownership, maintenance or use of an **Auto** covered under **Scheduled Underlying Insurance**.
- C. The Products-Completed Operations Aggregate Limit stated in Item 3C of the Declarations is the most we will pay for all damages included in the **Products-Completed Operations Hazard**.
- D. Subject to Paragraphs B and C above, the Each Occurrence Limit stated in Item 3A of the Declarations is the most we will pay for the sum of all damages arising out of any one **Occurrence**.
- E. Subject to Paragraphs B and C above, the most we will pay for damages under this policy on behalf of any person or organization to whom you are obligated by written **Insured Contract** to provide insurance such as is afforded by this policy is the lesser of the Limits of Insurance shown in Item 3 of the Declarations or the minimum Limits of Insurance you agreed to procure in such written **Insured Contract**.
- F. This policy applies only in excess of the **Retained Limit**. If however, a policy shown in the Schedule of Underlying Insurance forming a part of this policy has a limit of insurance:
1. greater than the amount shown in such schedule, this policy will apply in excess of the greater amount of valid and collectible insurance; or
 2. less than the amount shown in such schedule, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance forming a part of this policy.
- G. If the total applicable limits of **Scheduled Underlying Insurance** are reduced or exhausted by the payment of **Loss** to which this policy applies and the total applicable limits of applicable **Other Insurance** are reduced or exhausted, we will:
1. in the event of reduction, pay excess of the remaining total applicable limits of **Scheduled Underlying Insurance** and any applicable **Other Insurance**; and
 2. in the event of exhaustion, continue in force as underlying insurance.
- H. Expenses incurred to defend any **Suit** or to investigate any claim will be in addition to the applicable Limits of Insurance of this policy. Provided, however, that if such expenses reduce the applicable limits of **Scheduled Underlying Insurance**, then such expenses will reduce the applicable Limits of Insurance of this policy.
- I. The **CrisisResponse Sublimit of Insurance** is the most we will pay for all **CrisisResponse Costs** under this policy, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. This **CrisisResponse Sublimit of Insurance** will be part of, not in addition to, the applicable Limit of Insurance.
- J. The **Excess Casualty CrisisFund Limit of Insurance** is the most we will pay for all **Crisis Management Loss** under this policy, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. This **Excess Casualty CrisisFund Limit of Insurance** will be in addition to the applicable Limit of Insurance.
- K. We will have no obligation to advance **CrisisResponse Costs** when we determine that a **Crisis Management Event** has ended or when the **CrisisResponse Sublimit of Insurance** has been exhausted, whichever occurs first.
- L. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date of the **Policy Period** shown in the Declarations, unless the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance of this policy.

M. We will not make any payment under this policy unless and until the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by the payment of **Loss** to which this policy applies and any applicable **Other Insurance** have been exhausted by the payment of **Loss**.

When the amount of **Loss** has been determined by an agreed settlement or a final judgment, we will promptly pay on behalf of the **Insured** the amount of such **Loss** falling within the terms of this policy. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

V. EXCLUSIONS

A. Aircraft and Watercraft

This insurance does not apply to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any **Insured**. Use includes operation and loading and unloading.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **Occurrence** which caused the **Bodily Injury** or **Property Damage** involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any **Insured**.

This exclusion does not apply to a watercraft you do not own that is:

1. less than 26 feet long; and
2. not being used to carry persons or property for a charge.

B. Asbestos

This insurance does not apply to any liability arising out of:

1. the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos containing products or materials, asbestos fibers or asbestos dust;
2. any obligation of the **Insured** to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
3. any obligation to defend any **Suit** or claim against the **Insured** that seeks damages if such **Suit** or claim arises as the result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

C. Contractors

This insurance does not apply to:

1. **Property Damage** to any property or equipment leased by the **Insured**;
2. **Property Damage** to property being installed, erected or worked upon by the **Insured** or by any agents or subcontractors of the **Insured**; or
3. any liability arising out of any project insured under a "wrap-up" or any similar rating plan.

4. **Bodily Injury or Property Damage** included within the **Products-Completed Operations Hazard** and arising in whole or in part out of the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an Exterior Insulation and Finish System (EIFS), synthetic stucco, or any part thereof, including the application or use of paints, conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such product.

D. Contractual Liability

This insurance does not apply to any liability for which the **Insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

1. that the **Insured** would have in the absence of a contract or agreement; or
2. assumed in an **Insured Contract**, provided **Bodily Injury or Property Damage** occurs subsequent to the execution and prior to the termination of the **Insured Contract**. Solely for the purposes of liability assumed in an **Insured Contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be damages because of **Bodily Injury or Property Damage** and included in the Limits of Insurance of this policy, provided:
 - a. liability to such party for, or for the cost of, that party's defense has also been assumed in the same **Insured Contract**; and
 - b. such attorney fees and litigation expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this policy applies are alleged.

E. Cross Suits

This insurance does not apply to **Bodily Injury, Property Damage, or Personal Injury and Advertising Injury** to a **Named Insured** that is caused, in whole or in part, by any other **Named Insured**.

F. Damage to Impaired Property or Property Not Physically Injured

This insurance does not apply to **Property Damage to Impaired Property** or property that has not been physically injured, arising out of:

1. a defect, deficiency, inadequacy or dangerous condition in **Your Product or Your Work**; or
2. a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **Your Product or Your Work** after it has been put to its intended use.

G. Damage to Property

This insurance does not apply to **Property Damage** to:

1. property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. premises you sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;

3. property loaned to you;
4. personal property in the care, custody or control of the **Insured**;
5. that particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **Property Damage** arises out of those operations; or
6. that particular part of any property that must be restored, repaired or replaced because **Your Work** was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are **Your Work** and were never occupied, rented or held for rental by you.

Paragraphs 3, 4, 5 and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to **Property Damage** included in the **Products-Completed Operations Hazard**.

H. **Damage to Your Product**

This insurance does not apply to **Property Damage** to **Your Product** arising out of it or any part of it.

I. **Damage to Your Work**

This insurance does not apply to **Property Damage** to **Your Work** arising out of it or any part of it and included in the **Products-Completed Operations Hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

J. **Electronic Chatrooms or Bulletin Boards**

This insurance does not apply to **Personal Injury and Advertising Injury** arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

K. **Employment Practices**

This insurance does not apply to any liability arising out of:

1. failure to hire any prospective employee or any applicant for employment;
2. dismissal, discharge or termination of any employee;
3. failure to promote or advance any employee; or
4. employment-related practices, policies, acts, omissions or misrepresentations directed at a present, past, future or prospective employee, including, but not limited to:
 - a. coercion, harassment, humiliation or discrimination;
 - b. demotion, evaluation, reassignment, discipline, or retaliation;
 - c. libel, slander, humiliation, defamation, or invasion of privacy; or
 - d. violation of civil rights.

This exclusion applies:

1. whether the **Insured** may be liable as an employer or in any other capacity; and
2. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

L. Expected or Intended Injury

This insurance does not apply to **Bodily Injury** and **Property Damage** expected or intended from the standpoint of the **Insured**. However, this exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property.

M. Fungus(i), Mold(s), Mildew or Yeast

This insurance does not apply to **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury** or any other loss, injury, damage, cost or expense, including clean up costs that is, but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any **Fungus(i)** or "spore(s)", or, **Molds(s)**, mildew or yeast, or
- b. Any **Spore(s)** or toxins created or produced by or emanating from such **Fungus(i)**, **Mold(s)**, mildew or yeast, or
- c. Any substance, vapor or, gas, or other emission or organic or inorganic body or substance produced by or arising out of any **Fungus(i)** or "spore(s)", or, **Mold(s)**, mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **Fungus(i)** or, **Mold(s)**, mildew, yeast, or **Spore(s)** or toxins emanating therefrom.

Paragraphs a., b., c. and d. above apply regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury or, damage., cost or expense.

N. Independent Contractors' Employees

This insurance does not apply to **Bodily Injury** or **Personal Injury and Advertising Injury** to:

1. any employee of an independent contractor arising out of operations performed for you by said independent contractor or your acts or omissions in connection with the general supervision of such operations if you have rejected the obligations of any workers' compensation or any similar law, or abrogated, waived or otherwise set aside common rights or defenses generally accorded an employer under any workers' compensation, disability benefits or unemployment compensation law or any similar law; or
2. the spouse, child, parent, brother or sister of the employee as a consequence of paragraph 1. above.

O. Infringement of Copyright, Patent, Trademark or Trade Secret

This insurance does not apply to **Personal Injury and Advertising Injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your **Advertisement**, of copyright, trade dress or slogan.

P. Lead

This insurance does not apply to any liability arising out of lead or any product(s) containing lead.

Q. Media and Internet Type Businesses

This insurance does not apply to **Personal Injury and Advertising Injury** committed by any **Insured** whose business is:

1. advertising, broadcasting, publishing or telecasting;
2. designing or determining content of web-sites for others; or,
3. an Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs W1, W2 and W3 of Section VII.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

R. "No-Fault," "Uninsured Motorist" or "Underinsured Motorist" Laws

This insurance does not apply to any obligation of the **Insured** under any "No-Fault," "Uninsured Motorist" or "Underinsured Motorist" law, or any similar law.

S. Nuclear Liability

This insurance does not apply to:

1. any liability:
 - a. with respect to which the **Insured** is also an **Insured** under a nuclear energy liability policy issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or the Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability;
 - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment or revision thereto, or any similar law; (2) the **Insured** is, or had this policy not been available would be, entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or an agency thereof with any person or organization;
 - c. **Bodily Injury or Property Damage** resulting from the hazardous properties of nuclear material if:
 - i) the nuclear material (1) is at any nuclear facility owned by the **Insured** or operated by the **Insured** or on the **Insured's** behalf or (2) has been discharged or dispensed therefrom;
 - ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by the **Insured** or on the **Insured's** behalf; or
 - iii) the **Bodily Injury or Property Damage** arises out of the furnishing by the **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to **Property Damage** to such nuclear facility and any property thereat.
2. As used in this exclusion:
 - a. "hazardous properties" includes radioactive, toxic or explosive properties;

- b. "nuclear material" means source material, special nuclear material or by-product material;
- c. "source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any amendment or revision thereto ;
- d. "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- e. "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of a nuclear facility included within the definition of nuclear facility below;
- f. "nuclear facility" means:
 - i) any nuclear reactor;
 - ii) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or (3) handling, processing or packaging wastes;
 - iii) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the **Insured's** custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - iv) any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and
 includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- g. "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- h. **Property Damage** includes all forms of radioactive contamination of property.

T. Pollution

This insurance does not apply to:

1. Any **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere at any time;
2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
3. Any loss, cost or expense arising out of any claim or **Suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of **Pollutants**.

However, Paragraph 1 of this exclusion will not apply if coverage for such **Bodily Injury or Property Damage** as is described in subparagraphs 1) through 6) below is provided by **Scheduled Underlying Insurance**:

- 1) **Products-Completed Operations Hazard**

Paragraph 1 of this exclusion does not apply with respect to **Bodily Injury** or **Property Damage** included within the **Products-Completed Operations Hazard** provided that **Your Product** or **Your Work** has not at any time been:

- a) discarded, dumped, abandoned, thrown away; or
 - b) transported, handled, stored, treated, disposed of or processed as waste;
- by anyone.

2) **Hostile Fire**

Paragraph 1 of this exclusion does not apply with respect to **Bodily Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**.

3) **Equipment to Cool, Dehumidify or Heat the Building and Contractor/Lessee Operations**

Paragraph 1. of this exclusion does not apply to:

- a) **Bodily Injury** sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water for personal use, by the building's occupants or their guests;
- b) **Bodily Injury** or **Property Damage** for which you may be held liable if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional **Insured** with respect to your ongoing operations performed for that additional **Insured** at such premises, site or location, and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **Insured** , other than the additional **Insured**.

4) **Fuels, Lubricants and Other Operating Fluids - Mobile Equipment**

Paragraph 1 of this exclusion does not apply to:

- a) **Bodily Injury** or **Property Damage** arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of **Mobile Equipment** or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **Bodily Injury** or **Property Damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured contractor or subcontractor; or
- b) **Bodily Injury** or **Property Damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

5) **Fuels, Lubricants, Fluids, etc. - Auto**

Paragraph 1 of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an **Auto** covered by **Scheduled Underlying Insurance** or its parts, if:

- a) the **Pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **Auto** part designed by its manufacturer to hold, store, receive or dispose of such **Pollutants**; and
- b) the **Bodily Injury** or **Property Damage** does not arise out of the operation of any equipment shown in Paragraphs 6b and 6c of the definition of **Mobile Equipment**.

6) **Upset, Overturn or Damage of an Auto**

Paragraph 1 of this exclusion does not apply to **Occurrences** that take place away from premises owned by or rented to an **Insured** with respect to **Pollutants** not in or upon an **Auto** covered by **Scheduled Underlying Insurance** if:

- a) the **Pollutants** or any property in which the **Pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of an **Auto** covered by **Scheduled Underlying Insurance**; and
- b) the discharge, dispersal, seepage, migration, release or escape of the **Pollutants** is caused directly by such upset, overturn or damage.

U. **Professional Liability**

This insurance does not apply to any liability arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the **Insured** or any person for whom the **Insured** is legally responsible.

It is understood this exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

V. **Recall of Your Product, Your Work or Impaired Property**

This insurance does not apply to damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. **Your Product**;
2. **Your Work**; or
3. **Impaired Property**;

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

W. **Securities**

This insurance does not apply to any liability arising out of:

1. any violation of any securities law or similar law or any regulation promulgated thereunder;
2. the purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank deposit or financial interest or instrument;
3. any representations made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or
4. any depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

X. **Silica, Silica Fiber(s) or Silica Dust**

This insurance does not apply to any liability arising out of **Silica**, **Silica fiber(s)** or **Silica Dust** or any product(s) containing **Silica**, **Silica fiber(s)** or **Silica Dust**.

Y. **Subsidence**

This insurance does not apply to any liability arising out of subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting or any other movement of land or earth.

Z. **Unauthorized Use of Another's Name or Product**

This insurance does not apply to **Personal Injury and Advertising Injury** arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

AA. **Various Personal Injury and Advertising Injury**

This insurance does not apply to **Personal Injury and Advertising Injury**:

1. caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal Injury and Advertising Injury**;
2. arising out of oral, written or electronic publication, in any manner, of material if done by or at the direction of any **Insured** with knowledge of its falsity;
3. arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the **Policy Period**;
4. arising out of a criminal act committed by or at the direction of the **Insured**;
5. for which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **Insured** would have in the absence of the contract or agreement;
6. arising out of a breach of contract, except an implied contract to use another's advertising idea in your **Advertisement**;
7. arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **Advertisement**; or
8. arising out of the wrong description of the price of goods, products or services stated in your **Advertisement**.

BB. **Various Laws**

This insurance does not apply to any obligation of the **Insured** under any of the following:

1. the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto, or any similar law; or
2. any workers' compensation, disability benefits or unemployment compensation law, or any similar law.

CC. **Violation of Communication or Information Law**

This insurance does not apply to any liability arising out of any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communicating of material or information.

It is understood that to the extent any coverage may otherwise be available under this policy or any of its endorsements, the provisions of this exclusion will supersede.

DD. **War**

This insurance does not apply to **Loss**, costs, injury, damage, claim, dispute and/or or suit arising therefrom, caused directly or indirectly, in whole or in part, as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes:

1. Civil war; or
2. Armed conflict between two or more nations, armed conflict between military forces of any origin, or warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

VI. CONDITIONS

A. Appeals

If the **Insured** or the **Insured's** underlying insurers do not appeal a judgment in excess of the total applicable limits of **Scheduled Underlying Insurance**, we may elect to do so. If we appeal, we will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and interest on that amount of any judgment which does not exceed the applicable Limits of Insurance of this policy incidental to such an appeal.

B. Audit

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

C. Bankruptcy or Insolvency

Your bankruptcy, insolvency or inability to pay or the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of **Loss** covered by this policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation under **Scheduled Underlying Insurance**.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than ninety (90) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Declarations will be sufficient to prove notice.
3. The **Policy Period** will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final Premium will not be less than the pro rata share of the Minimum Premium shown in Item 5. of the Declarations.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the short rate share of the Minimum Premium shown in Item 5. of the Declarations.

6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first **Named Insured** in Item 1 of the Declarations will act on behalf of all other **Insureds** with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Change In Control

If during the **Policy Period**:

1. the first **Named Insured** designated in Item 1 of the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or
2. any person or entity acquires an amount of the outstanding ownership interests representing more than 50% of the voting or designation power for the election of directors of the first **Named Insured** designated in Item 1 of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to **Bodily Injury** and **Property Damage** that occur prior to the effective date of such transaction and **Personal Injury** and **Advertising Injury** caused by an **Occurrence** that takes place prior to the effective date of such transaction.

Coverage will be afforded by this policy for **Bodily Injury** or **Property Damage** that occurs on or after the effective date of such transaction and **Personal Injury** and **Advertising Injury** caused by an **Occurrence** that takes place on or after the effective date of such transaction if the **Named Insured** notifies us of the transaction no later than ninety (90) days after the effective date of the transaction.

If the **Named Insured** fails to notify us within ninety (90) days of the effective date of such transaction coverage afforded by this policy will cease on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the **Named Insured** shown in Item 1 of the Declarations or the end of the **Policy Period**, whichever is earlier.

The provisions of paragraph E. shall only apply to transactions with third parties not under control or ownership of the **Named Insured** on the inception date of this policy.

F. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this policy. This policy can be changed only by a written endorsement that we make to this policy.

G. Duties in the Event of an Occurrence, Claim or Suit

1. You must see to it that we are notified as soon as practicable of an **Occurrence** that may result in a claim or **Suit** under this policy. To the extent possible, notice should include:
 - a. how, when and where the **Occurrence** took place;
 - b. the names and addresses of any injured persons and any witnesses; and
 - c. the nature and location of any injury or damage arising out of the **Occurrence**.

2. If a claim is made or **Suit** is brought against any **Insured** which is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.

Written notice should be mailed or delivered to:

AIG Claims, Inc.
Excess Casualty Claims Department
175 Water Street
New York, NY 10038

3. You and any other involved **Insured** must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **Suit**;
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the claim or **Suit**; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **Insured** because of injury or damage to which this insurance may also apply.
4. No **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

H. Economic or Trade Sanctions

If coverage for a claim or **Suit** under this Policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or **Suit** will be null and void.

I. Headings

The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of coverage.

J. Inspection

We have the right, but are not obligated, to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give you reports on the conditions that we find. We may also recommend changes. We do not, however, undertake to perform the duty of any person or organization to provide for the health or safety of your employees or the public. We do not warrant the health and safety conditions of your premises or operations or represent that your premises or operations comply with laws, regulations, codes or standards.

K. Legal Actions Against Us

No person or organization has a right under this policy:

1. to join us as a party or otherwise bring us into a **Suit** asking for damages from an **Insured**; or
2. to sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured**; but we will not be liable for damages that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

L. Maintenance of Scheduled Underlying Insurance

You agree that during the **Policy Period**:

1. you will keep **Scheduled Underlying Insurance** in full force and effect;
2. the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance** will not materially change;
3. the total applicable limits of **Scheduled Underlying Insurance** will not decrease, except for any reduction or exhaustion of aggregate limits by payment of **Loss** to which this policy applies; and
4. any renewals or replacements of **Scheduled Underlying Insurance** will provide equivalent coverage to and afford limits of insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have, had you fully complied with these requirements.

M. Other Insurance

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the **Other Insurance**. However, this provision will not apply if the **Other Insurance** is specifically written to be excess of this policy.

N. Premium

The first **Named Insured** designated in Item 1 of the Declarations will be responsible for payment of all premiums when due.

The premium for this policy will be computed on the basis set forth in Item 6 of the Declarations. At the beginning of the **Policy Period**, you must pay us the Advance Premium shown in Item 6 of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Minimum Premium as shown in Item 6 of the Declarations for each twelve months of the **Policy Period**.

O. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1 of the Declarations, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom claim is made or **Suit** is brought.

P. Transfer of Rights of Recovery

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.
2. Any recoveries will be applied as follows:

- a. any person or organization, including the **Insured**, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
- b. we then will be reimbursed up to the amount we have paid; and
- c. lastly, any person or organization, including the **Insured** that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the **Insured**, in the ratio of their respective recoveries as finally settled.

3. If, prior to the time of an **Occurrence**, you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, we will also waive any rights we may have against such person or organization

Q. **Transfer of Your Rights and Duties**

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1 of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

R. **Unintentional Failure to Disclose**

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

VI. DEFINITIONS

- A. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 1. notices that are published include material placed on the Internet or on similar electronic means of communication; and
 2. regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- B. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. **Auto** does not include **Mobile Equipment**.
- C. **Bodily Injury** means bodily injury, sickness or disease sustained by any person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.
- D. **Crisis Management Event** means an **Occurrence** that in the good faith opinion of a **Key Executive** of the **Named Insured**, in the absence of **Crisis Management Services**, has or may result in:
 1. damages covered by this policy that are in excess of the total applicable limits of **Scheduled Underlying Insurance**; and
 2. significant adverse regional or national media coverage.

Crisis Management Event will include, without limitation, man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of food, drink or pharmaceuticals, provided that any damages arising out of any of the aforementioned must be covered under this policy.

- E. **Crisis Management Firm** means any firm that is shown in Schedule A, Approved Crisis Management Firms attached to and forming part of this policy, which is hired by you to perform **Crisis Management Services** in connection with a **Crisis Management Event**.
- F. **Crisis Management Loss** means the following amounts incurred during a **Crisis Management Event**:
1. amounts for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the **Named Insured** solely arising from a covered **Crisis Management Event**; and
 2. amounts for reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of the **Named Insured** or a **Crisis Management Firm** incurred at the direction of a **Crisis Management Firm**, solely arising from a covered **Crisis Management Event**.
- G. **Crisis Management Services** means those services performed by a **Crisis Management Firm** in advising the **Named Insured** on minimizing potential harm to the **Named Insured** from a covered **Crisis Management Event** by maintaining and restoring public confidence in the **Named Insured**.
- H. **CrisisResponse Costs** means the following reasonable and necessary expenses incurred during a **Crisis Management Event** directly caused by a **Crisis Management Event**, provided that such expenses have been pre-approved by us and may be associated with damages that would be covered by this policy:
1. medical expenses;
 2. funeral expenses;
 3. psychological counseling;
 4. travel expenses;
 5. temporary living expenses;
 6. expenses to secure the scene of a **Crisis Management Event**; and
 7. any other expenses pre-approved by the Company.

CrisisResponse Costs does not include defense costs or **Crisis Management Loss**.

- I. **CrisisResponse Sublimit of Insurance** means the CrisisResponse Sublimit of Insurance shown in Item 3D of the Declarations.
- J. **Excess Casualty CrisisFund Limit of Insurance** means the Excess Casualty CrisisFund Limit of Insurance shown in Item 3E of the Declarations.
- K. **Fungus(i)** includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts and mushrooms.
- L. **Hostile Fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
- M. **Impaired Property** means tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because:

1. it incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
2. you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. the repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or
2. your fulfilling the terms of the contract or agreement.

N. Insured means:

1. the **Named Insured**;
2. if you are designated in the declarations as:
 - a. an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;
 - b. a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers;
 - d. an organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders;
 - e. a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees;
3. your employees other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
4. your volunteer workers only while performing duties related to the conduct of your business;
5. any person (other than your employee or volunteer worker) or organization while acting as your real estate manager;
6. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;
7. any person or organization, other than the **Named Insured**, included as an additional insured under **Scheduled Underlying Insurance**, but not for broader coverage than would be afforded by such **Scheduled Underlying Insurance**.

Notwithstanding any of the above:

- a. no person or organization is an **Insured** with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a **Named Insured** in Item 1 of the Declarations; and

b. no person or organization is an **Insured** under this policy who is not an **Insured** under applicable **Scheduled Underlying Insurance**. This provision shall not apply to any organization set forth in the definition of **Named Insured** in Paragraph T. 2 and 3.

O. **Insured Contract** means that part of any contract or agreement pertaining to your business under which any **Insured** assumes the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Insured Contract does not include that part of any contract or agreement:

1. that indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
2. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
3. under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those shown in subparagraph 2 above and supervisory, inspection, architectural or engineering activities

P. **Key Executive** means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the **Named Insured** is a partnership) of the **Named Insured** or sole proprietor (if the **Named Insured** is a sole proprietorship). A **Key Executive** also means any other person holding a title designated by you and approved by us, which title is shown in Schedule B, Additional Key Executives attached to and forming part of this policy.

Q. **Loss** means those sums actually paid as judgments or settlements, provided, however, that if expenses incurred to defend a **Suit** or to investigate a claim reduce the applicable limits of **Scheduled Underlying Insurance**, then

Loss shall include such expenses.

R. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises you own or rent;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
5. vehicles not described in Paragraph 1, 2, 3 or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers;
6. vehicles not described in Paragraph 1, 2, 3 or 4 above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment**, but will be considered **Autos**:

- a. equipment designed primarily for:
 - i) snow removal;
 - ii) road maintenance, but not construction or resurfacing; or
 - iii) street cleaning;
- b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. **Mold(s)** includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

T. **Named Insured** means:

- 1. any person or organization designated in Item 1 of the Declarations;
- 2. as of the inception date of this policy, any organization in which you maintain an interest of more than fifty percent (50%) as of the effective date of this policy, provided that coverage provided to such organization under this paragraph does not apply to any **Bodily Injury** or **Property Damage** that occurred or any **Personal Injury and Advertising Injury** that was caused by an **Occurrence** that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and
- 3. after the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, that you acquire or form during the **Policy Period** in which you maintain an interest of more than fifty percent (50%), provided that:
 - a. coverage provided to such organization under this paragraph does not apply to any **Bodily Injury** or **Property Damage** that occurred or any **Personal Injury and Advertising Injury** that was caused by an **Occurrence** that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and
 - b. you give us prompt notice after you acquire or form such organization.

Subject to the provisions of Paragraphs 3a. and 3b. above, a partnership, joint venture or limited liability company that you acquire or form during the **Policy Period** may be added as an **Insured** only by a written endorsement that we make a part of this policy.

We may, at our option, make an additional premium charge for any organization that you acquire or form during the **Policy Period**.

You agree that any organization to which paragraphs 2. and 3. above apply, will be required to be included as an **Insured** under applicable **Scheduled Underlying Insurance**. If you fail to comply with this requirement, coverage under this policy will apply as though the organization was included as an **Insured**, under the highest applicable limit of **Scheduled Underlying Insurance**.

U. **Occurrence** means:

1. as respects **Bodily Injury** or **Property Damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one **Occurrence**. In the event of continuing or progressively deteriorating damage over any length of time, such damage shall be deemed to be one **Occurrence** and shall be deemed to occur only when such damage first commenced.
2. as respects **Personal Injury** and **Advertising Injury**, an offense arising out of your business that causes **Personal Injury** and **Advertising Injury**. All damages that arise from the same, related or repeated injurious material or act will be deemed to arise out of one **Occurrence**, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

V. **Other Insurance** means a valid and collectible policy of insurance providing coverage for damages covered in whole or in part by this policy.

However, **Other Insurance** does not include **Scheduled Underlying Insurance** or any policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

W. **Personal Injury** and **Advertising Injury** means injury arising out of your business, including consequential **Bodily Injury**, arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
4. oral or written publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
5. oral or written publication, in any manner, of material that violates a person's right of privacy;
6. the use of another's advertising idea in your **Advertisement**; or
7. infringement upon another's copyright, trade dress or slogan in your **Advertisement**.

X. **Policy Period** means the period of time from the inception date shown in Item 2 of the Declarations to the earlier of the expiration date shown in Item 2 of the Declarations or the effective date of termination of this policy.

Y. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Z. **Products-Completed Operations Hazard** means all **Bodily Injury** and **Property Damage** occurring away from premises you own or rent and arising out of **Your Product** or **Your Work** except:

1. products that are still in your physical possession; or

2. work that has not yet been completed or abandoned. However, **Your Work** will be deemed completed at the earliest of the following times:
 - a. when all of the work called for in your contract has been completed;
 - b. when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - c. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

Products-Completed Operations Hazard does not include **Bodily Injury** or **Property Damage** arising out of:

1. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the loading or unloading of that vehicle by any **Insured**; or
2. the existence of tools, uninstalled equipment or abandoned or unused materials.

AA. Property Damage means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the **Occurrence** that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks,

CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

BB. Retained Limit means the total applicable limits of **Scheduled Underlying Insurance** and any applicable **Other Insurance** providing coverage to the **Insured**.

CC. Scheduled Underlying Insurance means:

1. the policy or policies of insurance and limits of insurance shown in the Schedule of Underlying Insurance forming a part of this policy; and
2. automatically any renewal or replacement of any policy in Paragraph 1 above, provided that such renewal or replacement provides equivalent coverage to and affords limits of insurance equal to or greater than the policy being renewed or replaced.

Scheduled Underlying Insurance does not include a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

DD. Silica means:

1. The substance commonly known as **Silica**; and
2. Any substance or product which has the same or substantially similar chemical formulation, structure or function as **Silica**, by whatever name manufactured, formulated, structured, sold or distributed.

EE. Silica Dust means:

1. Dust comprising of **Silica** only; and
2. Dust comprising of **Silica** mixed with other dust or fiber(s) including, but not limited to, asbestos fibers.

FF. Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any **Fungus(i)**, **Mold(s)**, mildew, plants, organisms or microorganisms.

GG. Suit means a civil proceeding in which damages because of **Bodily Injury, Property Damage, or Personal Injury and Advertising Injury** to which this policy applies are alleged. **Suit** includes:

1. an arbitration proceeding in which such damages are claimed and to which the **Insured** must submit or does submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Insured** submits with our consent.

HH. Your Product means:

1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose business or assets you have acquired; and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your Product includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Product**; and
2. the providing of or failure to provide warnings or instructions.

Your Product does not include vending machines or other property rented to or located for the use of others but not sold.

II. Your Work means:

1. work or operations performed by you or on your behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

Your Work includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Work**; and
2. the providing of or failure to provide warnings or instructions.

2. the providing of or failure to provide warnings or instructions.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President, Secretary and Authorized Representative.



SECRETARY



PRESIDENT

This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.



Authorized Representative

SCHEDULE OF UNDERLYING INSURANCE

Issued to: CALPROMAX ENGINEERING

Policy Number: EBU 016573109

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER, POLICY NO. AND POLICY PERIOD</u>	<u>LIMITS</u>
GENERAL LIABILITY	Colony Insurance Company 11/30/15 11/30/16	\$1,000,000 PER OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPLETED OPS. AGGREGATE Defense Expenses are in addition to the limit



AUTHORIZED REPRESENTATIVE

California
Department of Insurance

Insurance Protection for All Californians

List of Approved Surplus Line Insurers (LASLI)

Please use the "Find" option in the "Edit" menu of your browser to search for a particular company.

List is current as of: June 28, 2016

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A

Insurer	Date Approved
Acceptance Casualty Insurance Company (Nebraska)	10/23/2007
ACE European Group Limited (U.K.)	06/20/2007
Admiral Insurance Company (Delaware)	06/30/1995
Adriatic Insurance Company (North Dakota)	06/30/1995
AI G Specialty Insurance Company (Illinois) (Name changed from Chartis Specialty Insurance Company effective 10/01/2013)	06/30/1995
AIX Specialty Insurance Company (Delaware)	06/05/2009
Allianz Global Corporate & Specialty SE (Germany) (Name Changed from Allianz Global Corporate Specialty AG effective 11/13/2013)	06/16/2004
Allied World National Assurance Company (New Hampshire) (Name changed from Newmarket Underwriters Insurance Company effective 10/03/2007)	12/18/1997
Allied World Surplus Lines Insurance Company (Arkansas) (Name changed from Darwin Select Insurance Company effective 06/03/2014) (Name changed from ULICO Indemnity Company Effective 05/13/2010)	12/22/1995
American Empire Surplus Lines Insurance Company (Delaware)	09/01/1995
American Western Home Insurance Company (Oklahoma)	09/01/1995
Arch Insurance Company (Europe) Limited (U.K.)	10/19/2009
Arch Specialty Insurance Company (Missouri) (Name changed from Rock River Insurance Company effective 08/01/2002) (Domicile changed from Nebraska to Missouri effective 09/30/2014)	09/01/1995
Aspen Insurance UK Limited (U.K.)	12/29/2004

List of Approved Surplus Line Insurers (LASLI)

Aspen Specialty Insurance Company (North Dakota) (Name changed from Dakota Specialty Insurance Company, effective 10/22/2003)	03/03/1998
Associated Industries Insurance Company, Inc. (Florida)	01/11/2012
Atain Specialty Insurance Company (Michigan) (Name changed from USF Insurance Company effective 08/25/2011) (Domicile changed from Pennsylvania to Michigan effective 12/31/2007)	09/01/1995
Atlantic Casualty Insurance Company (North Carolina)	07/16/2009
AXA Corporate Solutions Assurance (France)	08/14/2003
AXIS Specialty Europe SE (Ireland) (Name changed from AXIS Specialty Europe Public Limited Company effective 09/10/2012. Name changed from AXIS Specialty Europe Limited effective 04/26/2012)	06/20/2007
AXIS Surplus Insurance Company (Illinois) (Name changed from Sheffield Insurance Corporation effective 06/09/2003)	12/15/1995

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B - D

Insurer	Date Approved
Berkley Assurance Company (Iowa)	07/20/2011
Berkley Regional Specialty Insurance Company (Delaware)	04/12/2012
Berkshire Hathaway International Insurance Limited (UK)	04/01/2008
Burlington Insurance Company (Illinois) (Domicile changed from North Carolina to Illinois, effective 12/31/2015)	11/17/1995
Canopus US Insurance, Inc. (Delaware) (Name changed from Omega US Insurance, Inc. effective 08/20/2012)	07/20/2011
Capitol Specialty Insurance Corporation (Wisconsin)	05/15/2008
Catlin Insurance Company (UK) Limited	04/10/2007
Catlin Specialty Insurance Company (Delaware) (Name changed from Wellington Specialty Insurance Company effective 03/31/2007)	06/14/2006
Century Surety Company (Ohio)	09/01/1995
Chubb Custom Insurance Company (New Jersey) (Domicile changed from Delaware to New Jersey, effective 04/01/2013)	08/04/1995
The Cincinnati Specialty Underwriters Insurance Company (Delaware)	01/31/2011
Colony Insurance Company (Virginia)	09/01/1995
Columbia Casualty Company (Illinois)	07/06/1995
Covington Specialty Insurance Company (New Hampshire)	07/20/2011
Crum & Forster Specialty Insurance Company (Delaware)	04/20/1998



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COMPANY PROFILE

Company Information

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
175 WATER STREET, 18 FLOOR
NEW YORK, NY 10038
877-399-6442

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	19445
California Company ID #:	0131-3
Date Authorized in California:	11/26/1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

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NAIC Group List

NAIC Group #: **0012** AMERICAN INTL GRP

Lines Of Business

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

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

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COMPANY PROFILE

Company Information

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
ONE STATE FARM PLAZA
BLOOMINGTON, IL 61710-0001
800-440-6175

Old Company Names **Effective Date**

Agent For Service

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

Reference Information

NAIC #:	25178
California Company ID #:	0948-0
Date Authorized in California:	06/18/1928
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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NAIC Group List

NAIC Group #: **0176** STATE FARM GRP

Lines Of Business

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

- AUTOMOBILE
- COMMON CARRIER LIABILITY
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS

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COMPANY PROFILE

Company Information

STATE COMPENSATION INSURANCE FUND
333 BUSH STREET
SAN FRANCISCO, CA 94104
877-405-4545

Old Company Names

Effective Date

Agent For Service

CORPORATE LEGAL
 STATE COMPENSATION INSURANCE FUND
 5880 OWENS DRIVE, 3RD FLOOR
 PLEASANTON CA 94588

Reference Information

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

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NAIC Group List

NAIC Group #: 0000

Lines Of Business

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

WORKERS' COMPENSATION

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**Riverside County Transportation Department
Summary of Bids**

Advertised: June 24, 2016 (Agenda Item: 3-70)
Addenda: One (6/30/16)
Bids Open: 2 pm Date: Wednesday, July 13, 2016

**PROJECT: Country Club Drive and Adams Street
Traffic Signal and Lighting Project
In the Community of Bermuda Dunes
PROJECT No. C5-0086**

BASE BID SCHEDULE		CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			BID ESTIMATE
ITEM NO.	ITEM CODE				UNIT PRICE	ENG ESTIMATE	BID ESTIMATE	
1	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	1,800.00	1,800.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,000.00	15,000.00	3,000.00	3,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00	1,800.00	1,800.00
4	066100	DUST CONTROL	LS	1	5,000.00	5,000.00	1,200.00	1,200.00
5	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	7,800.00	7,800.00
6	190101	ROADWAY EXCAVATION	CY	55	140.00	7,700.00	120.00	6,600.00
7	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	110	15.00	1,650.00	60.00	6,600.00
8	390130	HOT MIX ASPHALT	TON	85	150.00	12,750.00	192.00	16,320.00
9	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	2	3,000.00	6,000.00	1,200.00	2,400.00
10	731502	MINOR CONCRETE [LANDING]	CY	10	200.00	2,000.00	840.00	8,400.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	250	40.00	10,000.00	48.00	12,000.00
12	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	30	15.00	450.00	180.00	5,400.00
13	000003	CONSTRUCT AC OR PCC CURB TRANSITION	EA	12	50.00	600.00	240.00	2,880.00
14	860201	SIGNAL AND LIGHTING	LS	1	160,000.00	160,000.00	190,000.00	190,000.00
15	150710	REMOVE TRAFFIC STRIPE	LF	6,300	0.50	3,150.00	0.36	2,268.00
16	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	450	1.00	450.00	2.52	1,134.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	9,500	0.50	4,750.00	0.56	5,320.00
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	550	5.00	2,750.00	2.70	1,485.00
19	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	210	5.00	1,050.00	2.40	504.00
20	566011	ROADSIDE SIGN - ONE POST	EA	1	350.00	350.00	372.00	372.00
21	568017	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	2	250.00	500.00	180.00	360.00
22	150742	REMOVE (AND SALVAGE) EXISTING SIGN (AND POST)	EA	4	150.00	600.00	150.00	600.00
23	152390	RELOCATE ROADSIDE SIGN	EA	2	100.00	200.00	240.00	480.00
24	000003	REPLACE WOOD POST WITH NEW STEEL POST	EA	4	200.00	800.00	192.00	768.00
25	015602	FUNDING AWARENESS SIGN	EA	2	1,500.00	3,000.00	1,200.00	2,400.00
26	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	30,000.00	30,000.00	30,000.00	30,000.00
27	019901	DE-MOBILIZATION	LS	1	10,000.00	10,000.00	3,000.00	3,000.00
PROJECT TOTAL, ITEMS 1 - 27						286,750.00		314,891.00

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Calpromax Engineering, Inc.
Placentia, CA 92870

MT 2238

**Riverside County Transportation Department
Summary of Bids**

Advertised: June 21, 2016 (Agenda Item: 3-70)
Addenda: One (6/30/16)
Bids Open: 2 pm Date: Wednesday, July 13, 2016

**PROJECT: Country Club Drive and Adams Street
Traffic Signal and Lighting Project
In the Community of Bermuda Dunes
PROJECT No. C5-0086**

BASE BID SCHEDULE				Elecnor Belco Electric, Inc. Chino, CA 91710		Sierra Pacific Electrical Cont. Riverside, CA 92509		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	1,000.00	1,000.00	8,500.00	8,500.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	16,000.00	16,000.00	18,200.00	18,200.00
3	170101	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00	5,500.00	5,500.00
4	066100	DUST CONTROL	LS	1	3,500.00	3,500.00	8,420.00	8,420.00
5	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	1,000.00	1,000.00
6	190101	ROADWAY EXCAVATION	CY	55	302.00	16,610.00	265.00	14,575.00
7	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	110	14.00	1,540.00	12.00	1,320.00
8	390130	HOT MIX ASPHALT	TON	85	256.00	21,760.00	225.00	19,125.00
9	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	2	2,850.00	5,700.00	2,500.00	5,000.00
10	731502	MINOR CONCRETE [LANDING]	CY	10	1,081.00	10,810.00	950.00	9,500.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	250	43.24	10,810.00	38.00	9,500.00
12	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	30	29.00	870.00	25.00	750.00
13	000003	CONSTRUCT AC OR PCC CURB TRANSITION	EA	12	568.00	6,816.00	500.00	6,000.00
14	860201	SIGNAL AND LIGHTING	LS	1	181,633.00	181,633.00	183,542.00	183,542.00
15	150710	REMOVE TRAFFIC STRIPE	LF	6,300	0.34	2,142.00	0.35	2,205.00
16	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	450	2.38	1,071.00	2.25	1,012.50
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	9,500	0.53	5,035.00	0.50	4,750.00
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	550	2.56	1,408.00	4.00	2,200.00
19	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	210	2.30	483.00	3.50	735.00
20	566011	ROADSIDE SIGN - ONE POST	EA	1	352.00	352.00	275.00	275.00
21	568017	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	2	170.00	340.00	115.00	230.00
22	150742	REMOVE (AND SALVAGE) EXISTING SIGN (AND POST)	EA	4	142.00	568.00	25.00	100.00
23	152390	RELOCATE ROADSIDE SIGN	EA	2	227.00	454.00	150.00	300.00
24	000003	REPLACE WOOD POST WITH NEW STEEL POST	EA	4	182.00	728.00	175.00	700.00
25	015602	FUNDING AWARENESS SIGN	EA	2	1,115.00	2,230.00	1,210.00	2,420.00
26	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	30,000.00	30,000.00	30,000.00	30,000.00
27	019901	DE-MOBILIZATION	LS	1	10,000.00	10,000.00	500.00	500.00
PROJECT TOTAL, ITEMS 1 - 27						334,860.00		336,359.50

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Country Club Drive and Adams Street
Traffic Signal and Lighting Project
In the Community of Bermuda Dunes
PROJECT No. C5-0086**

Advertised: June 21, 2016 (Agenda Item: 3-70)
Addenda: One (6/30/16)
Bids Open: 2 pm Date: Wednesday, July 13, 2016

BASE BID SCHEDULE		4			5			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Traffic Development Services Moorpark, CA 93021 BID UNIT PRICE	BID ESTIMATE	Roadway Engineering Mira Loma, CA BID UNIT PRICE	BID ESTIMATE
1	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	500.00	500.00	5,400.00	5,400.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	12,000.00	12,000.00	8,000.00	8,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	1,800.00	1,800.00	2,200.00	2,200.00
4	066100	DUST CONTROL	LS	1	8,000.00	8,000.00	2,000.00	2,000.00
5	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	18,000.00	18,000.00
6	190101	ROADWAY EXCAVATION	CY	55	200.00	11,000.00	200.00	11,000.00
7	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	110	45.00	4,950.00	50.00	5,500.00
8	390130	HOT MIX ASPHALT	TON	85	195.00	16,575.00	175.00	14,875.00
9	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	2	1,250.00	2,500.00	1,800.00	3,600.00
10	731502	MINOR CONCRETE [LANDING]	CY	10	850.00	8,500.00	300.00	3,000.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	250	65.00	16,250.00	30.00	7,500.00
12	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	30	40.00	1,200.00	25.00	750.00
13	000003	CONSTRUCT AC OR PCC CURB TRANSITION	EA	12	350.00	4,200.00	25.00	300.00
14	860201	SIGNAL AND LIGHTING	LS	1	206,932.50	206,932.50	240,000.00	240,000.00
15	150710	REMOVE TRAFFIC STRIPE	LF	6,300	0.30	1,890.00	0.40	2,520.00
16	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	450	2.10	945.00	2.60	1,170.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	9,500	0.47	4,465.00	0.60	5,700.00
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	550	2.25	1,237.50	4.60	2,530.00
19	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	210	2.00	420.00	4.00	840.00
20	566011	ROADSIDE SIGN - ONE POST	EA	1	310.00	310.00	320.00	320.00
21	568017	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	2	150.00	300.00	140.00	280.00
22	150742	REMOVE (AND SALVAGE) EXISTING SIGN (AND POST)	EA	4	125.00	500.00	30.00	120.00
23	152390	RELOCATE ROADSIDE SIGN	EA	2	200.00	400.00	175.00	350.00
24	000003	REPLACE WOOD POST WITH NEW STEEL POST	EA	4	160.00	640.00	200.00	800.00
25	015602	FUNDING AWARENESS SIGN	EA	2	500.00	1,000.00	900.00	1,800.00
26	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	30,000.00	30,000.00	30,000.00	30,000.00
27	019901	DE-MOBILIZATION	LS	1	1,500.00	1,500.00	2,000.00	2,000.00
PROJECT TOTAL, ITEMS 1 - 27						339,015.00		370,555.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Country Club Drive and Adams Street
Traffic Signal and Lighting Project
In the Community of Bermuda Dunes
PROJECT No. C5-0086**

Advertised: June 21, 2016 (Agenda Item: 3-70)
Addenda: One (6/30/16)
Bids Open: 2 pm Date: Wednesday, July 13, 2016

BASE BID SCHEDULE		6			DBX, Inc. Temecula, CA 92590	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	3,000.00	3,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	3,500.00	3,500.00
4	066100	DUST CONTROL	LS	1	3,500.00	3,500.00
5	160101	CLEARING AND GRUBBING	LS	1	1,200.00	1,200.00
6	190101	ROADWAY EXCAVATION	CY	55	210.00	11,550.00
7	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	110	46.00	5,060.00
8	390130	HOT MIX ASPHALT	TON	85	205.00	17,425.00
9	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	2	1,300.00	2,600.00
10	731502	MINOR CONCRETE [LANDING]	CY	10	900.00	9,000.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	250	75.00	18,750.00
12	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	30	45.00	1,350.00
13	000003	CONSTRUCT AC OR PCC CURB TRANSITION	EA	12	370.00	4,440.00
14	860201	SIGNAL AND LIGHTING	LS	1	223,896.00	223,896.00
15	150710	REMOVE TRAFFIC STRIPE	LF	6,300	0.75	4,725.00
16	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	450	2.25	1,012.50
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	9,500	0.50	4,750.00
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	550	4.00	2,200.00
19	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	210	3.50	735.00
20	566011	ROADSIDE SIGN - ONE POST	EA	1	275.00	275.00
21	568017	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	2	115.00	230.00
22	150742	REMOVE (AND SALVAGE) EXISTING SIGN (AND POST)	EA	4	25.00	100.00
23	152390	RELOCATE ROADSIDE SIGN	EA	2	150.00	300.00
24	000003	REPLACE WOOD POST WITH NEW STEEL POST	EA	4	175.00	700.00
25	015602	FUNDING AWARENESS SIGN	EA	2	1,600.00	3,200.00
26	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	30,000.00	30,000.00
27	019901	DE-MOBILIZATION	LS	1	5,000.00	5,000.00
PROJECT TOTAL, ITEMS 1 - 27						378,498.50



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

COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
 Director of Transportation

Transportation Department

ADDENDUM NUMBER 1

Dated June 30, 2016

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

**Country Club Drive and Adams Street
 Traffic Signal and Lighting Project
 In the Community of Bermuda Dunes
 Project No. C5-0086**

Bids Due: Wednesday, July 13, 2016; 2:00 p.m.
 14th Street Transportation Annex
 3525 14th Street; Riverside, CA 92501
 (951) 955-6780

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Bid (Proposal). Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Curb Depression

Refer to sheet 2 of 4 of the plans, Construction Note 9, Construct Curb Depression per Detail "B". The following special provisions are added and made a part hereby:

Full compensation, including labor, equipment and materials and for doing all the work involved in the construction of Curb Depression per Detail "B" on the plans shall be considered as included in the Contract price paid per each for Bid Item No. 13, Construct AC or PCC Curb Transition, and no additional compensation shall be allowed therefor.

Item 2: Relocation of Barbed Wire Fence

Refer to sheet 2 of 4 of the plans, Construction Note 10, Relocate Existing Barbed Wire Fence. The following special provisions are added and made a part herby:

Full compensation, including labor, equipment and materials and for doing all the work involved in the relocation of existing barbed wire fence, including excavation and backfill required, concrete footings, shall be considered as included in the Contract price paid per lump sum for Bid Item No. 5, Clearing and Grubbing, and no additional compensation shall be allowed therefor.

Item 3: AC-Lined V-Ditch

Refer to sheet 2 of 4 of the plans, Construction Note 14, Construct AC-Lined V-Ditch and Grade to Drain. The following special provisions are added and made a part herby:

Full compensation, including labor, equipment and materials and for doing all the work involved in the construction of AC-Lined V-Ditch and grade to drain shall be considered as included in the Contract price paid per each for Bid Item No. 9, Asphalt Concrete Overside Drain (CRS 306), and no additional compensation shall be allowed therefor.

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 4: Plan sheet revisions.

The following plan sheet is revised and added as **Attachment "A"** and made a part hereof.

Delete and replace the following plan sheets:

1. Plan sheet 4 of 4, E-1

Note: This revised plan sheet is posted on the County website and is available for download during the advertisement period.

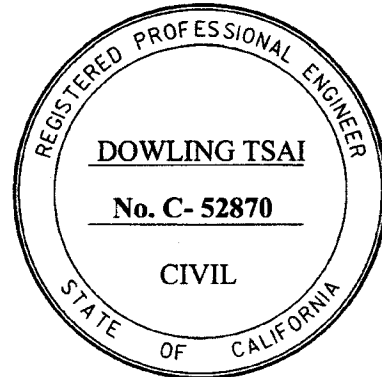
<http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

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

Recommended by:


_____ 6/30/16

Dowling Tsai, PE
County Project Manager



Concurrence:


_____ 6/30/16

Khalid Nasim, PE
Engineering Division Manager

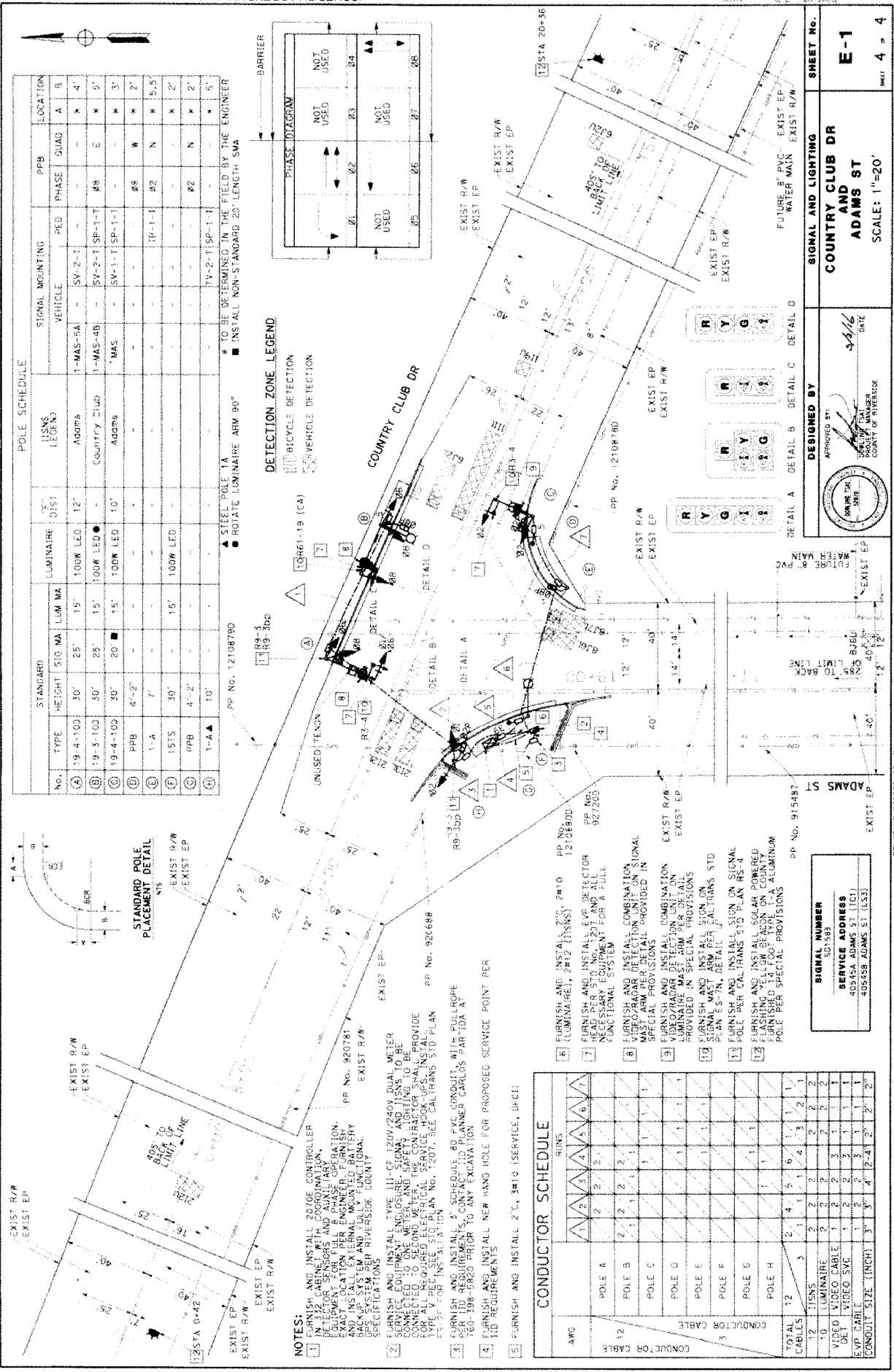
Acknowledged: _____ **Date:** _____
(Contractor)

JRJ:rrj:rr

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

ATTACHMENTS

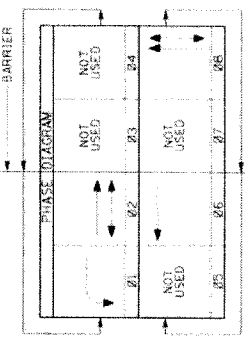
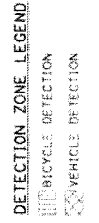
A – Revised Plan Sheet (Sheet 4 of 4)



POLE SCHEDULE

NO.	TYPE	HEIGHT	SIG MA	LUM MA	LUM MA	LUM MA	3" DIST	USNS LEGEND	SIGNAL MOUNTING VEHICLE	PHASE	PPB	LOCATION
A	19-4-100	30'	25'	15'	100W LED	12'	12'	ADGMA	SV-2-1	-	DIAD	A
B	19-5-100	30'	25'	15'	100W LED	12'	12'	COUNTRY CLUB	SV-2-1 SP-1-T	PH	E	4
C	19-4-100	30'	20'	15'	100W LED	10'	10'	ADGMA	SV-1-1 SP-1-T	-	N	5
D	1-A	7'	-	-	-	-	-	-	-	PH	N	2
E	15TS	30'	-	15'	100W LED	-	-	-	TV-1-1	PH	N	5.5
F	19B	4'-2"	-	-	-	-	-	-	TV-2-1 SP-1-T	PH	N	2
G	1-A	10'	-	-	-	-	-	-	-	PH	N	5

▲ STEEL POLE 1A
 ■ ROTATE LUMINAIRE ARM 90°
 * TO BE DETERMINED IN THE FIELD BY THE ENGINEER
 ■ INSTALL NON-STANDARD 20' LENGTH SMA



- NOTES:**
- FURNISH AND INSTALL 20706 CONTROLLER WITH 20706 SENSORS AND AUXILIARY EQUIPMENT FOR FULL 6 PHASE OPERATION. CONTACT PLANNER CARLOS PAR-IDA AT 160-396-5620 PRIOR TO ANY EXAMINATION.
 - FURNISH AND INSTALL TYPE III (E, 100V/240V) BUAL METER WITH 20706 CONTROLLER AND SIGNAL AND LIGHTING TO BE CONNECTED TO ONE METER. THE CONTRACTOR SHALL PROVIDE A SECOND METER. SEE CONTRACTOR'S PLAN FOR METER TYPE. PREPARED SET PLAN NO. 1-207. SEE CALTRANS STD PLAN 65-27 FOR INSTALLATION.
 - FURNISH AND INSTALL 3" SCHEDULE 40 PVC CONDUIT WITH FULL ROPE PER IID REQUIREMENTS. CONTACT PLANNER CARLOS PAR-IDA AT 160-396-5620 PRIOR TO ANY EXAMINATION.
 - FURNISH AND INSTALL NEW HANG HOLE FOR PROPOSED SERVICE POINT PER IID REQUIREMENTS.
 - FURNISH AND INSTALL 2" x 3" x 10" (SERVICE, GFCI)

CONDUCTOR SCHEDULE

CONDUCTOR CABLE	REINS	1	2	3	4	5	6	7
POLE A		2	2	2	2	2	2	2
POLE B		2	2	2	2	2	2	2
POLE C		2	2	2	2	2	2	2
POLE D		2	2	2	2	2	2	2
POLE E		2	2	2	2	2	2	2
POLE F		2	2	2	2	2	2	2
POLE G		2	2	2	2	2	2	2
POLE H		2	2	2	2	2	2	2
TOTAL CABLES		2	2	2	2	2	2	2
12	15NS	2	2	2	2	2	2	2
10	LUMINAIRE	2	2	2	2	2	2	2
VIDEO	VIDEO CABLE	1	2	2	2	2	2	2
DEL	VIDEO SVC	1	2	2	2	2	2	2
EXP CABLE	VIDEO SVC	1	2	2	2	2	2	2
CONDUIT SIZE (INCH)		3	3	3	3	3	3	3

SIGNAL NUMBER
 501982
SERVICE ADDRESS
 4056A ADAMS ST (L1C1)
 4056B ADAMS ST (L5S3)

DESIGNED BY: [Signature]
 APPROVED BY: [Signature]
 DATE: 3/5/16

SIGNAL AND LIGHTING
 COUNTRY CLUB DR
 AND
 ADAMS ST
 SCALE: 1"=20'
 SHEET NO. E-1
 SHEET 4 of 4



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

COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



*Patricia Romo, P.E.
Director of Transportation*

Transportation Department

July 22, 2016

John L. Wong, Vice President
Elecnor Belco Electric, Inc.
Transportation Division
4331 Schaefer Avenue
Chino, CA 91710

**RE: Response to Bid Protest Letter
Country Club Drive and Adams Street
Traffic Signal and Lighting Project
In the Community of Bermuda Dunes
Project No. C5-0086**

Dear Mr. Wong:

We received a letter from your company sent to the County of Riverside Transportation Department (County) dated July 14, 2016 regarding the above referenced project (attached). On July 13, 2016, six (6) bids were received in the Office of Director of Transportation and Land Management, for the subject project. After the public bid opening, Calpromax Engineering, Inc. (CALPROMAX) was announced as the apparent low bidder and Elecnor Belco Electric, Inc. (ELECENOR) was the second low bidder. See attached bid summary for verified cost information regarding all six received bids.

Your request to declare CALPROMAX as a non-responsive and non-responsible bidder, and award this project to the second low bidder, ELECENOR, has been reviewed and is denied.

As requested by ELECENOR, on Wednesday July 13, 2016, the County provided ELECENOR a scanned copy of the bid documents received from CALPROMAX via e-mail. After your company's review of the bid documents, a bid protest letter was submitted.

Your letter presents four issues or concerns to declare the apparent low bidder as non-responsive and non-responsible. Responses to those points of concern are presented in the same order as your letter.

Interpretation of bid documents regarding maximum progress payment value for Clearing and Grubbing

As mentioned in your letter, CALPROMAX provided a total bid item price of \$7,800 for Bid Item No. 5, Clearing and Grubbing. This is not a bid irregularity since all Contractors were allowed to bid higher than \$1,000 for Clearing and Grubbing, but for the purpose of making progress payments, the maximum amount is \$1,000. Any amount in excess of \$1,000 will be included for payment on the final progress estimate as stated in Section 00-1.08, Progress Payment Restrictions, of the Special Provisions.

If CALPROMAX is awarded the contract, they will be paid \$1,000 when Clearing and Grubbing is completed; however, \$6,800 will be paid on the final payment. Progress payment restrictions, for the items listed on Section 00-1.08 of the Special Provisions, have been implemented based on significant unbalanced bid prices received on previous projects.

Your assertion is not one of the bid being nonresponsive, but rather an apparent misinterpretation of the bid documents.

Validity of bid bond submitted by CALPROMAX

Your letter brings to our attention the difference between the date on the bid bond and the date when the surety company acknowledgement was notarized. Although one date is different than the other dates on the bid bond, this date discrepancy does not invalidate the bid bond. This date discrepancy is an immaterial irregularity that may be waived by the County. CALPROMAX substantially complied with the bid requirements of the project by providing a bid bond that is legally valid. The immaterial irregularity does not affect CALPROMAX's commitment if CALPROMAX is awarded the contract nor does it give CALPROMAX an unfair advantage over other bidders.

Acknowledgement of Addendum No.1

This is a minor irregularity which will be waived at the County's discretion. The addendum acknowledgement was included in the sealed envelope at the time the bids were received on July 13, 2016. Additionally, CALPROMAX has addendum No. 1 written in by hand on the first page of the bid which also acknowledges the addendum.

Responsibility of CALPROMAX

This protest issue is considered invalid since your assertions of CALPROMAX non-responsibility are not in conformity with the bid protest procedures. Please refer to the requirements set forth in the Bid Protest section of the Instruction to Bidders, a "written bid protest must set forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest." This protest does not contain details nor does it contain competent, admissible and credible evidence to support your non-responsible claim against CALPROMAX.

CALPROMAX has an "A" General Engineering Contractor license, and "C-10" Electrical license that are valid and active in the State of California.

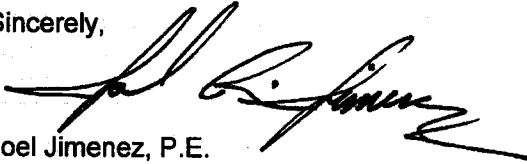
Response to Elecnor Belco Electric, Inc. Bid Protest Letter
July 22, 2016
Page 3 of 3

Nonetheless, the County in its normal due diligence, has requested and will verify recent public works project references from CALPROMAX; as well as, copies of resumes and State certificates of electricians who will be assigned to work on this project.

The County intends to award to CALPROMAX who has been deemed as the lowest responsible bidder for this project.

If you have any questions or need additional information, please contact me at your convenience at (951) 955-1537 or Roman Ramirez at (951) 955-6786.

Sincerely,



Joel Jimenez, P.E.
Senior Civil Engineer
Contracts / Bidding Unit

JRJ:rr

Attachments: Copy of ELEC NOR letter dated July 14, 2016, including its Attachments
Copy of Bid Summary

cc: Khalid Nasim / Dowling Tsai / Lawrence Tai / Hugh Smith, Transportation Department
Synthia Gunzel, County Counsel
Chronological File
Construction/Inspection File
Project File with Attachments



July 14, 2016

**County of Riverside
Transportation Department**

Attention: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

Attention: Mr. Joel Jimenez, Senior Civil Engineer

Reference: Country Club Drive and Adams Street Traffic Signal and Lighting Project in the
Community of Bermuda Dunes
County of Riverside Project No. C5-0086
Bid Opening – July 13, 2016

Subject: Notice of Formal Bid Protest of Apparent Low Bidder

Dear Mr. Jimenez:

Pursuant to the Project Special Provisions, please consider this as Elecnor Belco Electric's formal written bid protest regarding the apparent low bidder for the above referenced project which was publicly bid and opened on July 13, 2016. We hereby submit our formal bid protest of Calpromax Engineering Inc. bid as non-responsive for the following irregularities/reasons:

- Cal Promax Engineering provided a total bid item price of \$7,800.00 for Bid Item No. 5 (Clearing and Grubbing). Per Division 0 County Provisions in the Project Specifications, Section No. 00-1.08 (Progress Payment Restrictions), the specification indicates a maximum value for this contract bid item of work at \$1,000.00. Cal Promax Engineering exceeded the maximum value in their bid proposal.
- The bid bond submitted by Cal Promax Engineering was dated July 13, 2016, however, the California All-Purpose Acknowledgement was notarized on July 11, 2016 for the signature of Mr. Blake A. Pfister. By law, the notary public certifies that the signer (Mr. Pfister) personally appeared before the notary public on the date indicated on the document and in the county indicated or the document can be signed before the acknowledgement and verified thereafter. Since the notary public's acknowledgment date was July 11, 2016, Mr. Pfister's signature could not have been witnessed being executed two days after the acknowledgement, therefor, deeming this bid bond invalid.
- Cal Promax Engineering acknowledged Addendum No. 1 and provided an acknowledgement date of July 16, 2016. This date contradicts the bid date of July 13, 2016 and is perceived as the contractor acknowledging the addendum (3) days after submitting their bid proposal.



We think about a better world
www.elecnorbelco.com

4331 Schaefer Ave.
Chino, CA 91710
(909) 993-5470 Office
(909) 993-5476 Fax
CA License 738518



- Cal Promax Engineering does not have the work experience to perform the traffic signal portion of work or do we have knowledge if their firm employs certified electricians and apprentices who are in a State certified apprenticeship program as required for all public works projects.

Based on the information provided, Elecnor Belco Electric respectfully requests that the County of Riverside reject the bid submitted by Calpromax Engineering Inc. as non-responsive for the irregularities in their bid documents and award this contract to the next lowest responsible bidder, Elecnor Belco Electric, Inc., since our firm met or exceeded the project specifications.

Should you have any questions or concerns, please do not hesitate to contact me at (909) 993-5470 ext. 254.

Sincerely,
Elecnor Belco Electric, Inc.

John L. Wong
Vice President
Transportation Division

Bid Protest, Page 2 of 7



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4331 Schaefer Ave.
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(909) 993-5470 Office
(909) 993-5476 Fax
CA License 738518

**Country Club Drive and Adams Street
Traffic Signal and Lighting Project
In the Community of Bermuda Dunes
Project No. CS-0086**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	1,800	1,800
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,000	3,000
3	170101	DEVELOP WATER SUPPLY	LS	1	1,800	1,800
4	066100	DUST CONTROL	LS	1	1,200	1,200
5	160101	CLEARING AND GRUBBING	LS	1	7,800	7,800
6	190101	ROADWAY EXCAVATION	CY	55	120	6,600
7	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	110	60	6,600
8	390130	HOT MIX ASPHALT	TON	85	192	16,320
9	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	2	1,200	2,400
10	731502	MINOR CONCRETE (LANDING)	CY	10	840	8,400
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	250	48	12,000
12	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	30	180	5,400
13	000003	CONSTRUCT AC OR PCC CURB TRANSITION	EA	12	240	2,880
14	860201	SIGNAL AND LIGHTING	LS	1	190,000	190,000
15	150710	REMOVE TRAFFIC STRIPE	LF	6,300	0.36	2,268
16	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	450	2.52	1,134
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	9,500	0.56	5,358
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	550	2.70	1,485
19	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	210	2.40	504
20	566011	ROADSIDE SIGN - ONE POST	EA	1	372	372
21	568017	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	2	180	360
22	150742	REMOVE (AND SALVAGE) EXISTING SIGN (AND POST)	EA	4	150	600
23	152390	RELOCATE ROADSIDE SIGN	EA	2	240	480
24	000003	REPLACE WOOD POST WITH NEW STEEL POST	EA	4	192	768
25	015602	FUNDING AWARENESS SIGN	EA	2	1,200	2,400
26	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	30,000.00	30,000.00
27	019901	DE-MOBILIZATION	LS	1	3,000	3,000

Bid Protest, Page 3 of 7

PROJECT TOTAL:
ITEMS 1-27

Three hundred fourteen thousand & nine hundred twenty nine dollars
 "WORDS" *hundreds, twenty nine dollars*

Bid Bond

Recitals:

1. Calpromax Engineering, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Country Club Drive and Adams Street, Traffic Signal and Lighting Project. In the Community of Bermuda Dunes, Project No. C5-0086 in accordance with a Notice Inviting Bids from the County.
2. American Contractors Indemnity Company California corporation, hereafter called "Surety", is the surety of this bond.

Agreement:


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

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

Dated: July 13, 2016

Signatures:

[Signature]

[Signature] 

By: Blake A Pfister

By: Nizar Kabbany

Title: Attorney in Fact
"Surety"

Title: President
"Contractor"

STATE OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, see attached 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.
see attached

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

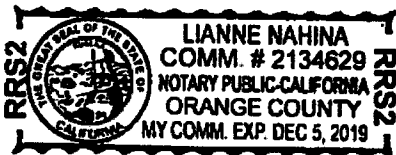
On July 11, 2016 before me, Lianne Nahina, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond 11-844-035 Document Date: July 13, 2016
Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: American Contractors Indemnity Company

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On July 13, 2016 before me, Maria Delia Armogeda, Notary Public
Date Here Insert Name and Title of the Officer

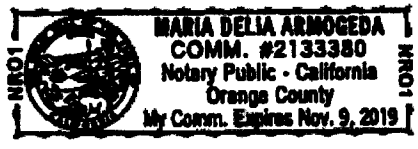
personally appeared Nizar Kabbany
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond No. 11-844035
Document Date: 07/13/2016 Number of Pages: 1
Signer(s) Other Than Named Above: N/A ; None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nizar Kabbany
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Calpromax Engineering, Inc.

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Bid Protest, Page 6 of 7

Addendum No. 1
Country Club Drive and Adams Street, Traffic Signal and Lighting Project
In the Community of Bermuda Dunes
Project No. C5-0086
June 30, 2016
Page 3 of 4

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

Recommended by:


_____ 6/30/16

Dowling Tsai, PE
County Project Manager



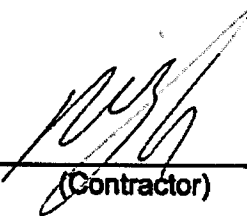
Concurrence:


_____ 6/30/16

Khalid Nasim, PE
Engineering Division Manager



Acknowledged:



(Contractor)

Date:

7/16/2016

JRJ:jj:r

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

Bid

Date: 7/13/2016

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

Bidder: CALPROMAX ENGINEERING, INC.
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Country Club Drive and Adams Street, Traffic Signal and Lighting Project, In the Community of Bermuda Dunes, Project No. C5-0086 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) / (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

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

**Country Club Drive and Adams Street
Traffic Signal and Lighting Project
In the Community of Bermuda Dunes
Project No. C5-0086**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	1,800	1,800
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,000	3,000
3	170101	DEVELOP WATER SUPPLY	LS	1	1,800	1,800
4	066100	DUST CONTROL	LS	1	1,200	1,200
5	160101	CLEARING AND GRUBBING	LS	1	7,800	7,800
6	190101	ROADWAY EXCAVATION	CY	55	120	6,600
7	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	110	60	6,600
8	390130	HOT MIX ASPHALT	TON	85	192	16,320
9	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	2	1,200	2,400
10	731502	MINOR CONCRETE [LANDING]	CY	10	840	8,400
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	250	48	12,000
12	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	30	180	5,400
13	000003	CONSTRUCT AC OR PCC CURB TRANSITION	EA	12	240	2,880
14	860201	SIGNAL AND LIGHTING	LS	1	190,000	190,000
15	150710	REMOVE TRAFFIC STRIPE	LF	6,300	0.36	2,268
16	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	450	2.52	1,134
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	9,500	0.56	5,358
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	550	2.70	1,485
19	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	210	2.40	504
20	566011	ROADSIDE SIGN - ONE POST	EA	1	372	372
21	568017	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	2	180	360
22	150742	REMOVE (AND SALVAGE) EXISTING SIGN (AND POST)	EA	4	150	600
23	152390	RELOCATE ROADSIDE SIGN	EA	2	2.40	4.80
24	000003	REPLACE WOOD POST WITH NEW STEEL POST	EA	4	192	768
25	015602	FUNDING AWARENESS SIGN	EA	2	1,200	2,400
26	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	30,000.00	30,000.00
27	019901	DE-MOBILIZATION	LS	1	3,000	3,000

PROJECT TOTAL: Three hundred fourteen thousand & Nine \$ 314,929
ITEMS 1-27 "WORDS" hundred, twenty Nine dollars

Bidder Data and Signature

Name of Bidder: CALPROMAX ENGINEERING, INC.

Type of organization: CORPORATION

Person(s) authorized to sign for Bidder: NIZAR KABBANY

Note:

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

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

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

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

Business Street Address: 650 N. ROSE DR. #186
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: PLACENTIA, CA 92870

P.O. Box- Number: 650 N. ROSE DR. #186

P.O. Box- City, State, Zip Code: PLACENTIA, CA 92870

Phone: (714) 757-5738

Facsimile: (714) 459-7088

E-mail: calpromax@gmail.com

Contractor's license number: 995933

License Classification(s): A, C10

Expiration date: 08/31/2016

Department of Industrial Relations Registration Number: 1000028249

Bidder Data and Signature (continued)

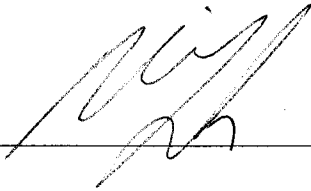
Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least ten (10) percent of the total bid for:

**Country Club Drive and Adams Street
Traffic Signal and Lighting Project
In the Community of Bermuda Dunes
Project No. C5-0086**

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

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

Signature:



Name (printed):

NIZAR KABBANY

Title:

PRESIDENT
"Contractor"

Subcontractor List

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

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

Name of Bidder (Prime/General Contractor): CALPROMAX ENGINEERING, INC.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	A.C. Dike Co.	407417	1000005929	Lincoln, CA	9, 12	<input checked="" type="checkbox"/>
2.	Pavement Recycling Systems, Inc.	569352	1000003363	Jurupa Valley, CA	7	<input checked="" type="checkbox"/>
3.	Cal-Stripe	683387	1000001100	Colton, CA	15 - 24	<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>
7.						<input type="checkbox"/>

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

Percent of work to be performed by Subcontractors: 6.30 %

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

Non-Collusion Declaration

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

The undersigned declares:

I am the President (Title) of Calpromax Engineering, Inc. (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

July (Month) 13 (Day) of 2016 (Year),
at Anaheim (City) CA (State).

Signature of Declarant: _____

Printed name of Declarant: _____

Name of Bidder (Company): _____

Title or Office: _____

Note: Notarization of signature required.

Check box if attachment is included.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

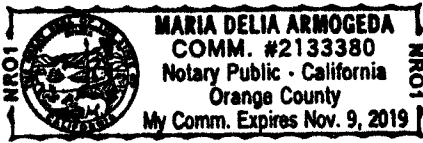
State of California)
County of Orange)

On July 13, 2016 before me, Maria Delia Armogeda, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Nizar Kabbany
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(~~s~~), and that by his/~~her~~/their signature(~~s~~) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Declaration
Document Date: 07/13/2016 Number of Pages: 1
Signer(s) Other Than Named Above: N/A ; None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nizar Kabbany
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Calpromax Engineering, Inc.

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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


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

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

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

Option #1 – Certification

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

Contractor Name/Financial Institution (Printed) CALPROMAX ENGINEERING, INC.		Federal ID Number (or n/a) 46-3435636
By (Authorized Signature) 		
Printed Name and Title of Person Signing NIZAR KABANY - PRESIDENT		
Date Executed 07/13/2016	Executed in PLACENTIA, CA	

Option #2 – Exemption

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

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

Contractor Name/Financial Institution (Printed)		Federal ID Number (or n/a)
By (Authorized Signature)		
Printed Name and Title of Person Signing Nizar Kabany President		
Date Executed 7/13/2016	Executed in Anaheim	

Bid Bond

Recitals:

1. _____ "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Country Club Drive and Adams Street, Traffic Signal and Lighting Project, In the Community of Bermuda Dunes, Project No. C5-0086 in accordance with a Notice Inviting Bids from the County.
2. _____ a _____ corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

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

Dated: _____

Signatures:

By: _____ By: _____

Title: Attorney in Fact Title: _____
"Surety" "Contractor"

STATE OF _____ }
COUNTY _____ } ss. SURETY'S ACKNOWLEDGEMENT
OF _____

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

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

Recommended by:

 6/30/16

Dowling Tsai, PE
County Project Manager



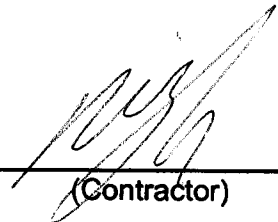
Concurrence:

 6/30/16

Khalid Nasim, PE
Engineering Division Manager



Acknowledged:

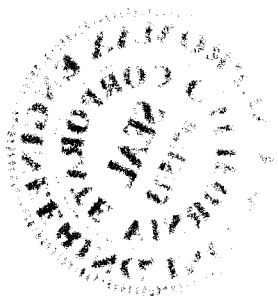


(Contractor)

Date: 7/16/2016

JRJ:rr

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



Bid Bond

Recitals:

1. Calpromax Engineering, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Country Club Drive and Adams Street, Traffic Signal and Lighting Project, In the Community of Bermuda Dunes, Project No. C5-0086** in accordance with a Notice Inviting Bids from the County.
2. American Contractors Indemnity Company California corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

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

Dated: July 13, 2016

Signatures:

[Signature]

[Signature]



By: Blake A Pfister

By: Nizar Kabbany

Title: Attorney in Fact
"Surety"

Title: President
"Contractor"

STATE OF _____
COUNTY _____ }
OF _____

ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, see attached _____ 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.
see attached

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).

COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

On July 11, 2016 before me, Lianne Nahina, Notary Public

Date

Here Insert Name and Title of the Officer

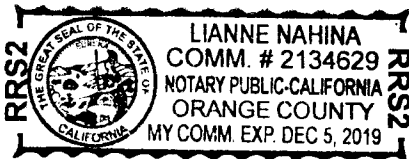
personally appeared Blake A. Pfister

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name(s) 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.



Signature [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond 11-844-035 Document Date: July 13, 2016

Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister

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

Signer's Name: -----

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

Signer Is Representing: American Contractors Indemnity Company

Signer Is Representing: -----

COPY

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Blake A. Pfister of Mission Viejo California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

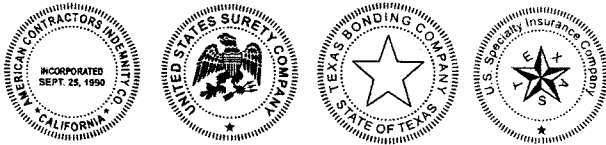
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

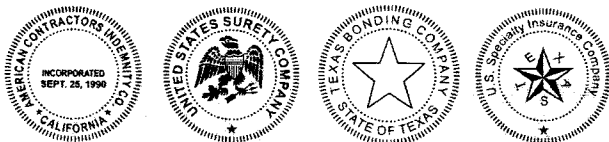
Signature *[Signature]* (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 13th day of July, 2016

Corporate Seals



[Signature]

Bond No. 11-844-035
Agency No. 3074

Kio Lo, Assistant Secretary

COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

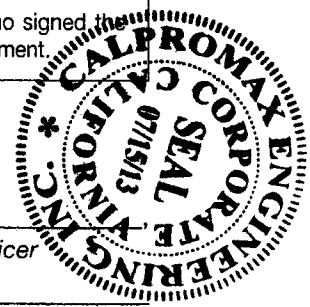
CIVIL CODE § 1189

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

State of California)
County of Orange)

On July 13, 2016 before me, Maria Delia Armogeda, Notary Public
Date Here Insert Name and Title of the Officer

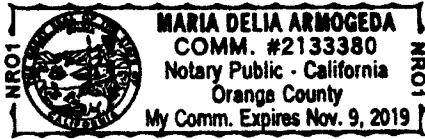
personally appeared Nizar Kabbany
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond No. 11-844035
Document Date: 07/13/2016 Number of Pages: 1
Signer(s) Other Than Named Above: N/A : None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nizar Kabbany
[Checked] Corporate Officer - Title(s): President
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing: Calpromax Engineering, Inc.

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

COMPANY PROFILE

Company Information

AMERICAN CONTRACTORS INDEMNITY COMPANY
601 S. FIGUEROA STREET, SUITE 1600
LOS ANGELES, CA 90017

Old Company Names

Effective Date

Agent For Service

ANNA NOVEMAN
 601 S. FIGEROA STREET
 SUITE 1600
 LOS ANGELES CA 90017

Reference Information

NAIC #:	10216
California Company ID #:	3634-3
Date Authorized in California:	05/23/1994
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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NAIC Group List

NAIC Group #: 3098 Tokio Marine Holdings Inc GRP

Lines Of Business

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

SURETY

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