

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



ITEM: 3.65

(ID # 13107)

MEETING DATE:

Tuesday, August 04, 2020

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION

DEPARTMENT: Emergency Road and Storm Drain Repair Work, Lakepointe Drive at Blue Bird Place, Community of Lake Hills, California Environmental Quality Act (CEQA) Exempt. District 1. [\$350,000 Total Cost - 100% Gas Tax] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Emergency Road and Storm Drain Repair Work, Lakepointe Drive at Blue Bird Place, in the Community of Lake Hills is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15269 (b), (c) and (d) (Emergency Projects) and 15301 (c) (Existing Facilities);
2. Direct the Clerk of the Board of Supervisors to file the Notice of Exemption with the County Clerk for posting within five (5) working days;
3. Receive and file an emergency contract, with SRD Engineering, Inc., that the Transportation Department has entered into on behalf of the County of Riverside in the amount of \$350,000;
4. Approve and direct the Auditor-Controller to make the budget adjustments shown on Schedule "A"; and
5. Approve the proposed project budget as shown on Schedule "B".

ACTION: 4/5 Vote Required, Policy

Patricia Romo, Director of Transportation 7/20/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 4, 2020
xc: Transp., Auditor

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 350,000	\$ 0	\$ 350,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax (100%), There are no General Funds used in this project.			Budget Adjustment: Yes	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Director of Transportation entered into an emergency contract on July 14, 2020 with SRD Engineering Inc. of Anaheim, California, for the Emergency Road and Storm Drain Repair Work, Lakepointe Drive at Blue Bird Place, Community of Lake Hills.

On July 4, 2020, a sinkhole was reported by the California Highway Patrol. The Transportation Department and Western Municipal Water District performed an inspection of the facilities in the area and determined that the sinkhole is due to leakage from an existing storm drain line with a faulty joint seal, which has caused the undermining of the storm drain and roadway. The Transportation Department determined that immediate repair of the roadway and storm drain is necessary to safeguard the public.

Emergency repair of the storm drain systems involves several tasks of work, including but not limited to: roadway excavation, repair of sinkhole, repairs of existing concrete reinforced pipe, restoration of roadway pavement, traffic control and additional associated work as directed by the Engineer.

The contract was executed in accordance with authority that the Board has delegated to the Director of Transportation by Resolution No. 2019-035 (January 29, 2019; agenda item 3.24) and has been approved as to legal form by County Counsel.

The Specifications and Contract Documents for this repair work have been approved as to legal form by County Counsel.

The contractor is qualified to perform the repair work, has executed the Contract, and has provided bonds and insurance documents which meet the requirements of the Contract.

Project No.: ZM1607A6

Environmental Findings

The completed emergency work was necessary in order to restore safe access of Lakepointe Drive. CEQA Guidelines Section 15269, Emergency Projects, exempts (b) emergency activities to a public facility necessary to maintain service essential to the public health, safety or welfare, (c) specific actions necessary to prevent or mitigate an emergency, and (d) projects undertaken

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

to maintain, repair, or restore an existing road damaged by flood. The emergency work qualifies to be statutorily exempt from CEQA under Section 15269 (b), (c) and (d) because the activities consisted of necessary emergency repair of an existing roadway to maintain service essential to the public health and safety, and to prevent or mitigate an emergency.

In addition, CEQA Guidelines 15301 (c), Existing Facilities Class 1, allows for the repair and maintenance of existing public facilities that involve negligible or no expansion of existing or former use. The completed emergency work qualifies to be exempt from CEQA under Section 15301 (c) because the activities consisted of repair and maintenance of an existing facility that did not create additional automobile lanes and involved negligible or no expansion of existing or former use of the existing roadway and associated facilities.

Impact on Residents and Businesses

The emergency repair work started on July 15, 2020 and is anticipated to be completed in early August 2020. Residents will be notified and roadway signage noticing the construction will be in place. Work near the Lakepointe Drive and Blue Bird intersection site will be completed during daytime hours and access to residents will be provided.

SUPPLEMENTAL:

Additional Fiscal Information

The estimated amount of this contract, prior to commencement of work, is \$350,000. However, this is based on a preliminary estimate of the amount of force account (time and materials) work needed to repair the road. This amount may vary as the repair work progresses and if subsequent storms cause additional road damage.

This work will be performed in accordance with the Force Account provisions of the Standard Specifications. The work will be funded with Gas Tax and there are no General Funds used for this project.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Schedule "A", Budget Adjustment
Schedule "B", Project Costs and Budget
Contract, Bonds and Insurance
Specifications and Contract Documents
Notice of Exemption and Journal Voucher



Jason Farin, Principal Management Analyst

7/28/2020



Gregory E. Priamos, Director County Counsel

7/23/2020

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
Director of Transportation

Transportation Department

Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
Deputy for Transportation/Planning and
Development

NOTICE OF EXEMPTION

July 14, 2020

PROJECT TITLE: Lakepointe Drive at Blue Bird Place Emergency Road & Storm Drain Repair
Work Order #ZM1607A6, Task Code #Z1530

PROJECT SPONSOR: Riverside County Transportation Department

PROJECT LOCATION: Community of Lake Hills

SUPERVISORIAL DISTRICT: 1

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

8/6/20 Date YDP Initial

PROJECT DESCRIPTION: The Riverside County Transportation Department (RCTD) has completed emergency work on Lakepointe Drive at Blue Bird Place, located in the Community of Lake Hills within Riverside County, CA. An investigation in early July discovered that damage to the roadway and associated storm drain was caused by a sinkhole that was created by a leaking storm drain line. RCTD determined that immediate repair of the roadway and storm drain is necessary in order to safeguard the public and prevent a clear, unexpected, and imminent threat to life. The proposed emergency work included the following but was not limited to:

- Roadway excavation
- Repair of sinkhole
- Repair of existing concrete reinforced pipe
- Restoration of roadway pavement
- Traffic control and additional associated work as directed by the Engineer

ENVIRONMENTAL ANALYSIS:

The proposed emergency work did not acquire any right-of-way. Temporary construction easements (TCEs) were not required. Evaluation of the safety of Lakepointe Drive led to the determination that there is a clear, sudden, unexpected, and imminent threat to life demanding immediate action to prevent damage to life and essential public services. The emergency work restored the safety and integrity of the roadway and storm drain.

This emergency repair is subject to compliance with the Western Riverside MSHCP (WRMSHCP). In accordance with Section 7, emergency repairs of public infrastructure facilities outside of criteria areas by Permittees are Covered Activities. Emergency repair of Lakepointe Drive and associated facilities is considered an emergency repair of a public infrastructure facility, therefore the project is considered a Covered Activity under the WRMSHCP.

The Riverside County Transportation Department Staff conducted a review of the above referenced and has determined that the proposal qualifies for Statutory and Categorical Exemptions per the California Environmental Quality Act (CEQA) Guidelines based on the following:

Section 15269 (b), (c), and (d) – Statutory Exemption for Emergency Projects – The completed emergency work was necessary in order to restore safe access of Lakepointe Drive. CEQA Guidelines Section 15269, Emergency Projects, exempts **(b)** emergency activities to a public facility necessary to maintain service essential to the public health, safety or welfare, **(c)** specific actions necessary to prevent or mitigate an emergency, and **(d)** projects undertaken to maintain, repair, or restore an existing road damaged by flood. The emergency work qualifies to be statutorily exempt from CEQA under Section 15269 (b), (c), and (d) because the activities consisted of necessary emergency repair of an existing roadway to maintain service essential to the public health and safety, and to prevent or mitigate an emergency.

Section 15301(c) – Existing Facilities – CEQA Guidelines 15301 (c), Existing Facilities Class 1, allows for the repair and maintenance of existing public facilities that involve negligible or no expansion of existing or former use. The completed emergency work qualifies to be exempt from CEQA under Section 15301 (c) because the activities consisted of repair and maintenance of an existing facility that did not create additional automobile lanes and involved negligible or no expansion of existing or former use of the existing roadway and associated facilities.

By: Mohamed Eissa, Assistant Transportation Planner

Signed: Mary Zambon
Mary Zambon, Environmental Project Manager

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-
537280-20000-3130500000 ZM1607A6 Z1530

AUTHORIZATION NUMBER: W.O.#ZM1607A6, Task Code Z1530

AMOUNT: \$50.00

DATE: July 14, 2020

AGENCY: Riverside County Transportation Department

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mary Zambon, Environmental Project Manager

Signature: Mary Zambon

PRESENTED BY: Mohamed Eissa

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Transportation Department

Patricia Romo, P.E.
Director of Transportation

Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
Deputy for Transportation/Planning and Development

DATE: July 14, 2020

TO: Josefina Castillo-Avila, ACR Technician III

MZ

FROM: Mary Zambon, Environmental Project Manager

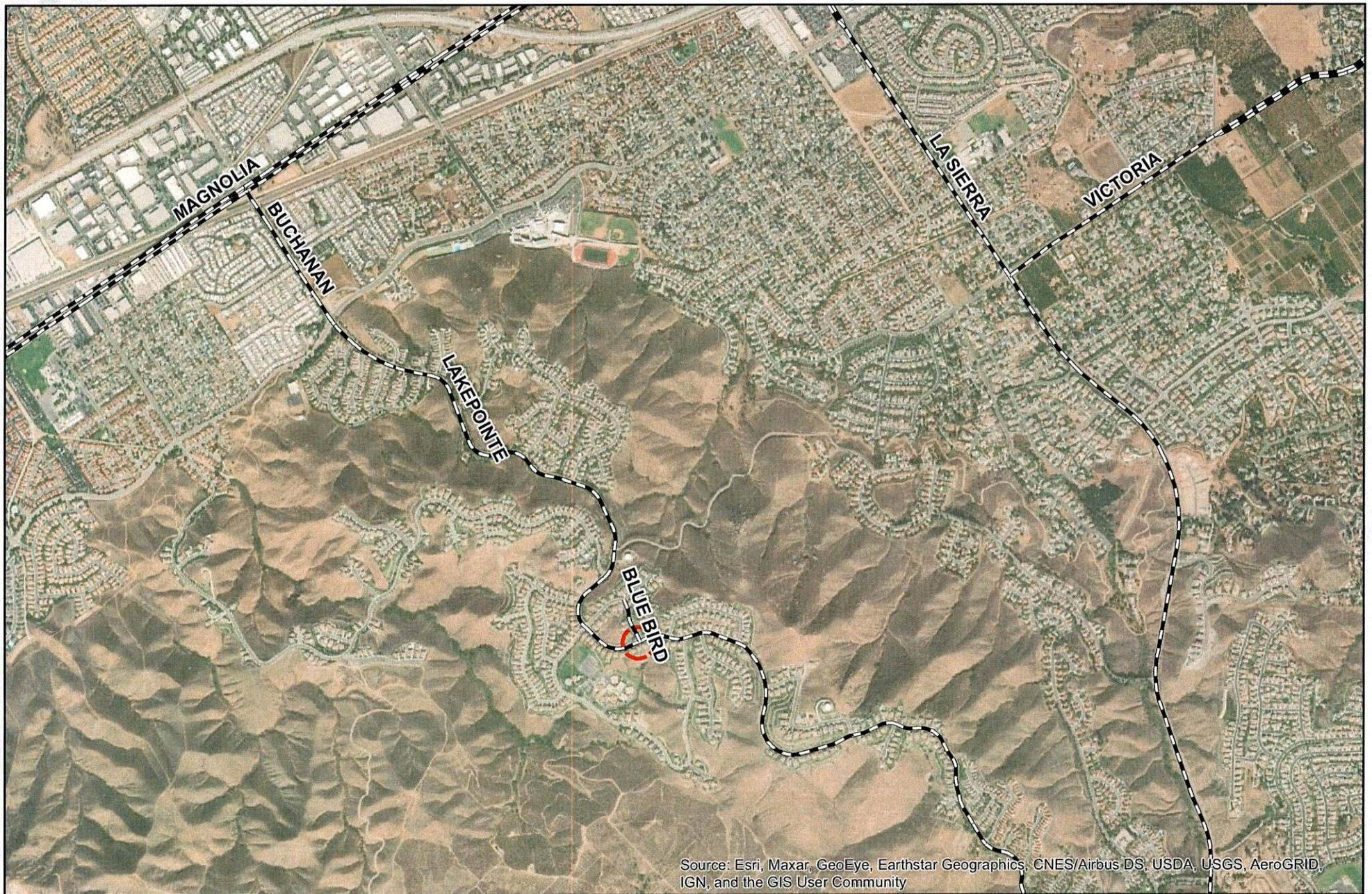
RE: **Lakepointe Drive at Blue Bird Place Emergency Road & Storm Drain Repair**
W.O.#ZM1607A6, Task Code #Z1530

The Riverside County Transportation Department is requesting that you post the attached Notice of Exemption per County Implementing Resolution No. 82-213, Division 11, Section 205C. Attached you will find an authorization to bill by journal voucher in the amount of \$50.00 for your posting fee.

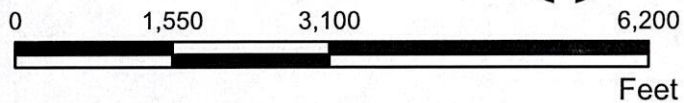
After posting, please return the document to Mail Stop #2136, Attention: Mohamed Eissa. If you have any questions, please contact me at (951) 955-1506.

Attachment

cc: file



 Project Location



Lakepointe at Blue Bird Place Emergency Repair

Schedule "A"

BUDGET ADJUSTMENT

Transportation Land Management Agency (TLMA)

Transportation Department

Use of Restricted Fund Balance:

20000-3130100000-321101	Restricted Program Money	\$ 350,000
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Increase appropriations:

20000-3130100000-524660	Consultants	\$ 350,000
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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 **SRD Engineering, Inc.**, hereafter called "Contractor".

W I T N E S S E T H

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Emergency Road and Storm Drain Repair Work, Lakepointe Drive at Blue Bird Place, Community of Lake Hills, Project No. ZM1607A6**, 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, (d) The Bid, (c) The Payment Bond, (d) The Performance Bond, (e) The General Conditions, (f) The Special Provisions, (g) The Standard Specifications of the State of California Department of Transportation edition of **2018** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (h) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (i) The Plans, (j) The Determination of Prevailing Wage Rates for Public Works, (k) Any Change Orders issued, and (l) 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 and the Payment Bond and Performance Bond.

2. The Work

Contractor shall do all emergency repairs necessary to construct the work generally described in Recital No. 1 and Special Provisions 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 **two (2) 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 24 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

The Contractor agrees to receive and accept payment, on a force-account basis, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract, until its acceptance by the County of Riverside, and for well and faithfully completing the work, and the whole there of, in the manner according to specifications, and the requirements of the Engineer.

The estimated cost for this project, prior to commencement of work, is **\$350,000.00 (Three hundred fifty thousand dollars and zero cents)**.

Emergency Storm Damage 2020 Repair Work
Box Canyon Road
East of the Community of Mecca
Project No. ZM1607A6

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

COUNTY OF RIVERSIDE

BY: [Signature]

Patricia Romo
Director of Transportation
*Delegated authority for emergency contracts per
Resolution No. 93-047, currently adopted by
Resolution No. 2019-035 (January 29, 2019;
Agenda Item 3.24)*

DATED: 7-14-2020

SRD ENGINEERING, INC.

BY: [Signature]

TITLE: PRESIDENT
(If Corporation, affix Seal)

ATTEST:

[Signature]

TITLE: Corporate Secretary

FORM APPROVED COUNTY COUNSEL
BY [Signature] 7/13/2020
KRISTINE BELL-VALDEZ DATE

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

License No.: 644233

Federal Employer Identification Number:

33-0942477

Department of Industrial Relations Registration Number:

1000001864

"Corporation"
(Seal)

ACTION BY WRITTEN CONSENT

OF

THE DIRECTORS

OF

SRD Engineering, Inc.

a California Corporation

The undersigned, being the directors of the above named corporation, having been so appointed by the Incorporator, and desiring to complete the organization of this corporation, does hereby adopt the following resolutions and declarations, and make the elections and appointments as indicated herein, effective December 28 2000.

These actions are taken via written consent of the directors, without a formal meeting, pursuant to the statutory provisions of Corporations Code Section 307(b), and are for the purpose of ratifying the By-Laws adopted by the Incorporator, electing officers, adopting a form of corporate seal and share certificate, selecting an accounting year, authorizing a bank account, authorizing issuance of shares in accordance with the provisions of the California Corporations Code and the filing of a "Notice of Issuance of Securities Pursuant to Subdivision (f) of Section 25102 of the California Corporations Code" with the California Commissioner of Corporations, and completing such other business as may be appropriate to the initial organization of the corporation.

It is acknowledged that, pursuant to said Corporations Code § 307(b), actions taken by unanimous consent of all the directors, are as valid and legal and of the same force and effect as though a meeting were held after notice duly given.

ARTICLES FILED

The undersigned hereby confirm the representation in the certificate of the Incorporator that the original Articles of Incorporation were filed in the office of the California Secretary of State in Sacramento. The filing date is also confirmed as December 26, 2000, and the California corporate identification number as 2301127.

BY-LAWS

The undersigned confirms that the Incorporator adopted By-Laws regulating the conduct of the business of the corporation and that the Secretary of the corporation is authorized by the

Incorporator to execute a certificate of adoption of the By-Laws. It is further noted that a copy of said By-Laws adopted by the Incorporator has been placed in the corporate Minute Book. The Secretary of the corporation, upon acceptance of office, will be instructed to certify said copy.

ELECTION OF OFFICERS

The following named individuals are hereby elected to the following positions as officers of the corporation:

SCOTT DENTON	President and Chief Financial Officer
DEBORAH DENTON	Secretary

The person so named to occupy the above designated corporate offices, by signature hereon, accepts the positions indicated and agrees to serve in such positions until otherwise determined by the board of directors.

CORPORATE SEAL

A proposed seal of the corporation, consisting of two concentric circles with the name of the corporation and "CALIFORNIA" in the outer circle and the words and date "INCORPORATED Dec. 28, 2000", in the inner circle in the form and figures as shown below.

SHARE CERTIFICATE

A form of share certificate hereby is approved and adopted, as the share certificate of this corporation. A copy thereof is attached hereto and is hereby made a part of this consent record.

ACCOUNTING YEAR

It is RESOLVED, that the corporation's accounting year shall be as follows:

DATE ACCOUNTING YEAR BEGINS: January 1st

DATE ACCOUNTING YEAR ENDS: December 31st

INCORPORATION EXPENSES

In order to provide for the payment of the expenses of incorporation and organization of the corporation, the following resolution is adopted:

RESOLVED, that the President or the Chief Financial Officer of this corporation be, and they hereby are, authorized and directed to pay the expense of the incorporation and organization of this corporation.

PRINCIPAL OFFICE LOCATION

It was noted for the record that the incorporator's certificate of organization provided that the location of the principal office for the transaction of the business of the corporation, until changed by subsequent resolution of the director(s), is as follows:

18200 Yorba Linda Blvd., Suite 100
Yorba Linda, CA 92886

BANK RESOLUTION

To provide a depository for the funds of the corporation and to authorize the officers to deal with the corporate funds, the following resolutions are hereby adopted:

RESOLVED, that this corporation shall open one or more checking and savings accounts with such bank or banks as are acceptable to the director(s) of the corporation, and that any checks, or withdrawal or transfer authorizations relative to such accounts will require such signature or signatures as shall be specified by the board of directors.

AUTHORIZATION TO ISSUE SHARES

It is noted for the record that a pre-incorporation offer, dated December 20, 2000, was submitted to the Incorporator by SCOTT DENTON and DEBORAH DENTON. Said agreement is attached to the Incorporator's Organization Certificate. In summation thereof: They offer to acquire the total initial issue of stock of this corporation at \$ 130.00 per share in exchange for the assets and liabilities of their Sole Proprietorship known as "SRD Construction". The number of shares shall be determined by dividing the net worth of the proprietorship as of the end of the business day preceding December 28, 2000. The agree to serve as the officers and directors of the corporation.

Having given due consideration to the offer SCOTT DENTON and DEBORAH DENTON,

IT IS RESOLVED THAT:

The undersigned directors accept the offer of SCOTT DENTON and DEBORAH DENTON, dated December 28, 2000. The net worth of the proprietorship having been

determined to be \$ 130.00, as of the end of the business day preceding December 28, 2000, the President and Secretary of the corporation are directed to issue Stock Certificate Number 1 for 5,100 shares to DEBORAH DENTON and Stock Certificate Number 2 for 4,900 shares to SCOTT DENTON, each as husband and wife, as community property; in exchange for their interest in, and transfer to the corporation of, all of the liabilities and assets of the Sole Proprietorship known as "SRD Construction".

It is further noted for the record and resolved that:

1. The corporation is authorized by the Articles of Incorporation to issue an aggregate of 50,000 shares of its capital stock;
2. The shares to be issued to the above named individuals shall constitute the complete offering of shares intended to be issued and sold by the corporation at this time;
3. The offer and sale of the foregoing shares is intended to qualify for exemption from the qualification requirement of § 25110 of the Corporations Code, pursuant to the limited offering exemption of § 25102(f) of that Code; and
4. Such offer and sale has been, and will be made, respectively, in accordance with the requirements and limitations and other provisions of § 25102(f) of the Corporations Code.
5. Any officer of this corporation be, and hereby is authorized and directed, on behalf of this corporation, to prepare or cause to be prepared, executed and filed, with the California Commissioner of Corporations, a Notice of Transaction Pursuant to Corporations Code § 25102(f), not later than fifteen (15) calendar days after this corporation's receipt of the consideration which is to be paid for said shares, pursuant to subdivision (f) of Corporations Code § 25102.
6. The officers of this corporation are authorized to execute all documents and take such action as may be necessary to carry out and perform the purpose of these resolutions

SECTION 1244 BENEFITS

Consideration is given to the matter of qualifying Shareholders of the corporation to receive the benefits of Section 1244 of the Internal Revenue Code of 1986, as amended, and § 18208 of the California Revenue and Taxation Code.

It is noted that the aforesaid Code §§ allow persons who purchase common stock of a corporation to obtain an ordinary loss deduction under certain circumstances in the event that they subsequently sell such stock at a loss or if such stock becomes worthless. It is also noted that the

corporation's stock qualifies for such treatment in that (1) this corporation is a domestic corporation; (2) the stock to be sold and issued, as hereinabove provided, is "common" stock of this corporation; (3) the aggregate amount of money and other property received for said stock, as contribution to capital and as paid in surplus by the corporation will not exceed \$1,000,000; and (4) said stock is to be issued only for money or property other than stock or securities.

In consideration of the foregoing, the following resolutions adopted:

WHEREAS, this corporation is a small business corporation, as defined in § 1244(c)(3) of the Internal Revenue Code of 1986, as amended, and § 18208(c) (1) of the California Revenue and Taxation Code; and

WHEREAS, the corporation intends to sell and issue shares of its common stock to the persons, in the amounts and for the consideration hereinabove provided; and

WHEREAS, the consideration to be received by the corporation for such sale and issuance will be only money or other property, other than stock or securities; and

WHEREAS, it is deemed desirable that the sale and issuance of shares of stock of this corporation be effectuated in such a manner that qualified Shareholders may receive the benefits of § 1244 of the Internal Revenue Code of 1986, as amended, and § 18208 of the California Revenue and Taxation Code;

NOW, THEREFORE, BE IT RESOLVED, that the shares issued pursuant to the foregoing resolutions are intended to be "§ 1244 stock" as defined in § 1244 of the Internal Revenue Code of 1986, as amended, and "§ 18208 stock" as defined in § 18208 of the California Revenue and Taxation Code.

SUBCHAPTER "S" ELECTION

Consideration is given to the advisability of the corporation making an election under §1362 of the Internal Revenue Code to become a "S Corporation", in accordance with the provisions of Subchapter S of the Internal Revenue Code of 1986, as amended, and California Revenue and Tax Code §23801. It is noted that such election permits, in general, the profits and losses of the corporation to be passed through directly to the shareholders of the corporation, with the corporation, except under special circumstances, to be a non-taxable entity for federal purposes and taxable for state purposes at the tax rate stated in California Revenue and Tax Code §23802. It is further noted that such election necessarily would not be a permanent action; but, rather, could be revoked by the corporation at such subsequent time as deemed to be in the best interest of the shareholders, subject to the written consent of such revocation by shareholders holding more than 50% of the corporation's outstanding stock on the day on which such revocation is made. In consideration of the foregoing, the following resolution is unanimously adopted:

WHEREAS, this corporation is a domestic corporation, not a member of an affiliated group of corporations within the definition of §1504(a) of the Internal Revenue Code of 1986, as amended (the "Code"), nor an otherwise ineligible corporation, as defined in §1361(b)(2) and (c)(6) of the Code; and

WHEREAS, this corporation does not have more than 35 shareholders, all of whom are either (1) individuals, (2) decedent's estates, (3) bankrupt's estates, or (4) trust described in §1361 of the Code, and none of whom are non-resident aliens or foreign trust; and

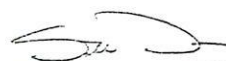
WHEREAS, when the shares of this corporation have been sold and issued pursuant to the foregoing resolutions, this corporation will have only one class of capital stock which is issued and outstanding; and

WHEREAS, it is deemed to be in the best interests of this corporation and its shareholders that the corporation be permitted to make an election under Subchapter S of the Internal Revenue Code and under California Revenue and Tax Code 23801 to be taxed as an S Corporation pursuant to the provisions thereof:

NOW, THEREFORE, BE IT RESOLVED, that this corporation hereby elects, in accordance with the provisions of §1362 (a) of the Internal Revenue Code of 1986, as amended and the provisions of California Revenue and Tax Code §23801 to be taxed as a S Corporation; and

RESOLVED FURTHER, that any officer of this corporation be, and hereby is, authorized, directed and empowered on behalf of this corporation, and in its name, to execute and file with the Internal Revenue Service and the Franchise Tax Board an appropriate election on such form, instrument or document, and amendments thereto, as shall constitute an election by this corporation to be taxed under Subchapter S of the Internal Revenue Code of 1986, as amended, and California Revenue and Tax Code §23801 and to do or cause to be done any and all other acts and things as such officer may, in his or her discretion, deem necessary or appropriate to carry out the purposes of the foregoing resolution, including, without limiting the generality thereof, securing the written consent of such election by each of the shareholders of this corporation. *Said election and filing is not mandatory at this time but may be made at such time as is permitted by the Internal Revenue Code and at such time as the shareholder(s) of the corporation deem it appropriate to do so.*

Executed as of the 28 day of December, 2000.



SCOTT DENTON
Director



DEBORAH DENTON
Director

F:\MBM\SRD.ACTION.00

ORGANIZATIONAL CERTIFICATE OF

THE INCORPORATOR OF

SRD Engineering, Inc., a California Corporation

The undersigned Incorporator of SRD Engineering, Inc., a California corporation, so named in the Articles of Incorporation of said corporation, in order to record certain actions taken in connection with the organization of this corporation pursuant to the powers conferred upon Incorporators by California Corporations Code § 210, does hereby certify as follows:

ARTICLES FILED

The original Articles of Incorporation of the corporation have been filed in the office of the California Secretary of State in Sacramento. A certified copy of said Articles of Incorporation, showing the filing date of December 26, 2000, and California corporate number 2301127, has been inserted in the corporate minute book.

BY-LAWS

A form of By-Laws for the regulation of the affairs of this corporation have been adopted as the By-Laws of this corporation.

Said By-Laws provide that the authorized number of Directors shall one (1).

The Secretary of this corporation is hereby authorized and directed to execute a certificate as to the adoption of said By-Laws, to insert said By-Laws as so certified in the Book of Minutes of this corporation and to see that a copy of said By-Laws similarly certified, is kept at the principal office for the transaction of business of this corporation.

PRINCIPAL OFFICE LOCATION

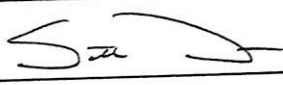

The location of the principal office of this corporation for the transaction of corporate business, and until changed by subsequent action of the Directors of this corporation, is:

18200 Yorba Linda Blvd., Suite 100
Yorba Linda, CA 92886

APPOINTMENT OF DIRECTORS

The number of Directors authorized by the By-Laws of this corporation being four the following named persons are appointed to act as the director of this corporation. They shall serve

until a successor is duly elected pursuant to the By-Laws, or until resignation or removal, as the case may be. The powers of further organization and direction of this corporation are hereby vested in them effective upon their acceptance of this appointment.

<u>NAME</u>	<u>SIGNATURE ACCEPTING</u>	<u>DATE OF ACCEPTANCE</u>
<u>SCOTT DENTON</u>		<u>12/28/2000</u>
<u>DEBORAH DENTON</u>		<u>12/28/2000</u>

OFFER TO ACQUIRE INITIAL ISSUE OF STOCK

Prior to incorporation, a letter offer was received by the Incorporator from SCOTT DENTON and DEBORAH DENTON wherein they offered to acquire the entire initial issue of shares of stock of this corporation, in exchange for the business, assets and receivables (offset by certain liabilities) of their Sole Proprietorship business operating under the name of "SRD Construction". The original letter is attached hereto and is submitted for the consideration of the board of directors.

INCORPORATOR'S CERTIFICATION

The undersigned, having completed the initial organization of the above named corporation, and having named SCOTT DENTON Director to carry on the functions of Directors as required by law, hereby executes this organizational certificate recording the actions so taken and declares that the corporate minute book containing the Corporate Articles, the By-Laws, and the original of these minutes, together with the corporate stock certificates and the corporate seal have been delivered to the Director named below.

SCOTT DENTON
Incorporator


Signature

December 28, 2000

RECEIPT OF THE MINUTE BOOK, STOCK BOOK AND SEAL IS HEREBY
ACKNOWLEDGED AS OF THE DATE INDICATED.

SCOTT DENTON
Incorporator


Signature

December 28, 2000

Performance Bond**Recitals:**

1. **SRD Engineering, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Emergency Road and Storm Drain Repair Work, Lakepointe Drive at Blue Bird Place, Community of Lake Hills, Project No. ZM1607A6.**
2. **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, a **ILLINOIS** 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 **\$350,000.00 (Three hundred fifty thousand 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 JULY 14, 2020

By [Signature]

By _____

Title PRESIDENT

"Contractor"
SRD ENGINEERING, INC.

(Corporate Seal)

By [Signature]

Type Name CHARLES L. FLAKE

Its Attorney in Fact
"Surety"
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(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

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.

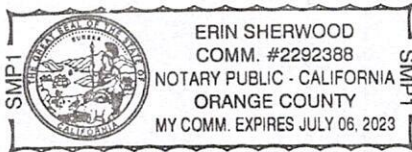
STATE OF CALIFORNIA

County of Orange

On 7/14/2020 before me, Erin Sherwood, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Charles L. Flake

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Erin Sherwood
Signature of Notary Public Erin Sherwood

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 14th day of July, 2020.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

CALIFORNIA 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

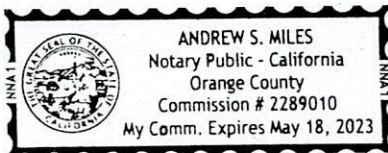
County of Orange

On 7/20/2020 before me, Andrew Miles, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Scott Denton

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

[Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



Company Profile

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COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-382-2150

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

[back to top](#)

NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

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

[back to top](#)

Payment Bond

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

The makers of this Bond are **SRD Engineering, Inc.**, as Principal and Original Contractor and **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, 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 **\$350,000.00 (Three hundred fifty thousand dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Emergency Road and Storm Drain Repair Work, Lakepointe Drive at Blue Bird Place, Community of Lake Hills, Project No. ZM1607A6.**

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: JULY 14, 2020SRD ENGINEERING, INC.Original Contractor – PrincipalFIDELITY AND DEPOSIT COMPANY OF MARYLANDSuretyBy 
CHARLES L. FLAKEIts Attorney In FactBy Title PRESIDENT(If corporation, affix seal)(Corporate Seal)(Corporate Seal)STATE _____
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary PublicNotary 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

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 7/14/2020 before me, Erin Sherwood, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Charles L. Flake

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Erin Sherwood
Signature of Notary Public Erin Sherwood

OPTIONAL

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Signer's Name: _____

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

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles L. FLAKE, David L. CULBERTSON, Lexie SHERWOOD and Spencer FLAKE, all of Anaheim, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of June, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 7th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

CALIFORNIA ACKNOWLEDGMENT

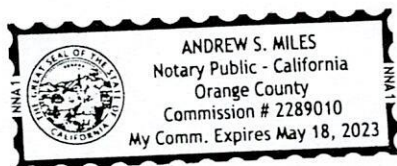
CIVIL CODE § 1189

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 OrangeOn 7/20/2020 before me, Andrew Miles, Public Notary
Date Here Insert Name and Title of the Officerpersonally appeared Scott Denton
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.



Place Notary Seal and/or Stamp Above

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]

Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____



Company Profile

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[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

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[View Financial Disclaimer](#)

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1299 ZURICH WAY
 SCHAUMBURG, IL 60196
 800-382-2150

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
 2710 Gateway Oaks Drive, Suite 150N
 Sacramento CA 95833-3505

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

[back to top](#)

NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

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

[back to top](#)

Client#: 1254018

305SRDENG

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 2400 E Katella Ave Suite 1100 Anaheim, CA 92806 714 941-2800	CONTACT NAME: Allie Mosier PHONE (A/C, No, Ext): 714 941-2800 FAX (A/C, No): 877-297-1116 E-MAIL ADDRESS: amosier@mcgriffinsurance.com
INSURED SRD Engineering Inc. 3578 Enterprise Dr. Anaheim, CA 92807	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Indemnity Co of CT 25682 INSURER B : Travelers Property Casualty Co of Amer 25674 INSURER C : Atlantic Specialty Insurance Company 27154 INSURER D : INSURER E : INSURER F :

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		DT22C09J238129TCT1	10/25/2019	10/25/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA6N7049191926G	10/25/2019	10/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		ZUP14T1850719NF	10/25/2019	10/25/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB9J2381291926G	10/25/2019	10/25/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Rented/Leased Equipment		7100312660009	10/25/2019	10/25/2020	\$350,000 Max Per Item Ded: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Emergency Road and Storm Drain Repair Work, Lakepointe Drive at Blue Bird Place, Community of Lake Hills, Project No.: ZM1607A6

The County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives and WMWD its elected and appointed officials, employees, agents, and representatives are named as additional (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

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

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

DESCRIPTIONS (Continued from Page 1)

insured with respects to general liability and automobile liability, where required by written contract, per endorsements attached. A waiver of subrogation applies to workers compensation coverage, where required by written contract, per endorsement attached. Policy will be cancelled as per the policy provisions attached.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time

during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at

the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while

acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Equipment Breakdown Equivalent to Boiler and Machinery

On the Common Policy Declarations, the term Equipment Breakdown is understood to mean and include Boiler and Machinery and the term Boiler and Machinery is understood to mean and include Equipment Breakdown.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

One of the companies listed below (each a stock company) has executed this policy, and this policy is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

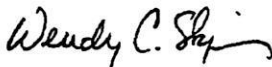
The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)



Secretary



President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

Countersigned by: *Cynthia A Himple*
Account Executive
McGriff Insurance Services

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

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

C. EMPLOYEE HIRED AUTO

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

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

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO**

CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., **Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (b) Neither you nor any other involved "insured" will make any settlement without our consent.

- (c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (d) We will reimburse the "insured":

- (i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of **SECTION II – LIABILITY COVERAGE**;

- (ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured"

whether primary, excess contingent or on any other basis.

- (3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Countersigned by: *Cynthia A Himple*
Account Executive
McGriff Insurance Services



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A)

POLICY NUMBER: UB-9J238129-19-26-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Job Description

WATER AND SEWER LINE AND RELAT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by Cindy Himple

Account Executive
McGriff Insurance Services

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1



One Tower Square, Hartford, Connecticut 06183

**POLICY DECLARATIONS
EXCESS FOLLOW-FORM AND UMBRELLA
LIABILITY INSURANCE POLICY**

POLICY NO.: ZUP-14T18507-19-NF
ISSUE DATE: 11/01/19

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

SRD ENGINEERING, INC.
3578 ENTERPRISE DRIVE
ANAHEIM CA 92807

2. POLICY PERIOD: From 10/25/2019 to 10/25/2020 12:01 A.M. Standard Time at your mailing address.

3. LIMITS OF INSURANCE:

COVERAGES	LIMITS OF LIABILITY	
AGGREGATE LIMITS OF LIABILITY	\$5,000,000	General Aggregate
	\$5,000,000	Products-Completed Operations Aggregate
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY	\$5,000,000	Occurrence Limit subject to the General Aggregate
CRISIS MANAGEMENT SERVICE EXPENSES	\$50,000	all Crisis Management Events
4. SELF INSURED RETENTION:	\$10,000	any one occurrence or event
5. PREMIUM: \$23,908.00	<input checked="" type="checkbox"/> Flat Charge	<input type="checkbox"/> Adjustable (See Premium Schedule)

6. TAXES AND SURCHARGES: \$

7. On the effective date shown in Item 2., the Excess Follow-Form And Umbrella Liability Insurance Policy numbered above includes this Declarations Page and any forms and endorsements shown on the Listing Of Forms, Endorsements And Schedule Numbers.

8. If the Schedule Of Underlying Insurance includes any coverage provided on a claims-made basis, then the following disclaimer applies.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

9. If the Schedule Of Underlying Insurance includes any coverage which includes defense expenses within the limits of liability, then the following disclaimer applies:

DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE WITH RESPECT TO SOME OR ALL OF THE COVERAGES PROVIDED.

NAME AND ADDRESS OF AGENT OR BROKER:

MCGRIFF INS SERVICES INC
2400 E KATELLA STE 1100
ANAHEIM CA 92806

COUNTERSIGNED BY:

Authorized Representative

Date: _____

OFFICE: IRVINE, CA

POLICY NUMBER: ZUP-14T18507-19-NF

EFFECTIVE DATE: 10/25/19

ISSUE DATE: 11/01/19

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

This listing shows the number of forms, schedules and endorsements by line of business.

DO 10 1 01 15	DISCLOSURE NOTICE - FEDERAL TERRORISM RISK INSURANCE ACT - REJECTION OF OUR OFFER OF COVERAGE
EU 00 02 07 16	POLICY DECLARATIONS EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY POLICY
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

UMBRELLA/EXCESS

EU 00 01 07 16	EXCESS FOLLOW FORM AND UMBRELLA LIABILITY INSURANCE COVERAGE FORM
EU 00 03 08 18	SCHEDULE OF UNDERLYING INSURANCE
EU 00 04 07 16	SCHEDULE OF UNDERLYING INSURANCE - CONTINUED
EU 00 08 07 16	EXCLUSION OF CERTIFIED ACTS OF TERRORISM & EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE US
EU 00 33 11 16	CALIFORNIA CHANGES
EU 01 06 07 16	ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION EXCLUSION - COVERAGE A
EU 01 08 07 16	ADVERTISING INJURY EXCLUSION - COVERAGE B
EU 01 44 07 16	COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS
EU 01 46 08 16	CROSS SUITS LIABILITY EXCLUSION - COVERAGES A AND B
EU 01 48 08 18	DAMAGE TO PROPERTY EXCLUSION - COVERAGE A
EU 01 52 08 18	DESIGNATED EXPOSURE EXCLUSION - COVERAGES A AND B
EU 01 58 07 16	DESIGNATED PROFESSIONAL SERVICES EXCLUSION - COVERAGES A AND B
EU 01 64 08 18	DISCRIMINATION EXCLUSION - COVERAGES A AND B
EU 01 77 07 16	EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION-COVERAGES A AND B
EU 01 89 07 16	FUNGI OR BACTERIA EXCLUSION - COVERAGES A AND B
EU 01 99 07 16	LEAD EXCLUSION - COVERAGES A AND B
EU 02 34 07 16	AMENDMENT OF COVERAGE - DEFINITIONS
EU 02 36 08 18	IDENTIFIED CONTRACTORS HAZARDS EXCLUSION - COVERAGE B
EU 02 39 09 16	WRAP-UP INSURANCE PROGRAM EXCLUSION - COVERAGE A
EU 02 76 07 16	SILICA OR SILICA RELATED DUST EXCLUSION - COVERAGES A AND B
EU 02 85 07 16	UNMANNED AIRCRAFT EXCLUSION - COVERAGE B
EU 02 87 07 16	UNSOLICITED COMMUNICATION EXCLUSION - COVERAGE A
EU 03 00 11 16	PERSONAL INJURY EXCLUSION - COVERAGE B

UMBRELLA

- a. Seeking damages to which this insurance does not apply; or
 - b. If any other insurer has a duty to defend.
3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
- a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments;but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before

we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A - EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B - UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II - WHO IS AN INSURED

A. COVERAGE A - EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
 - a. The limits of insurance afforded to such person or organization will be:
 - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - (2) The limits of insurance of this policy;whichever is less; and
 - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

POLICY NUMBER: ZUP-14T18507-19-NF

UMBRELLA
ISSUE DATE: 11/01/19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Commercial General Liability

Carrier: THE TRAVELERS INDEMNITY
COMPANY OF CONNECTICUT

Policy Number: DT22-CO-9J238129-TCT-19

Policy Period
From: 10/25/2019
to: 10/25/2020

Limits Of Liability

General Aggregate \$2,000,000

Products-Completed
Operations Aggregate \$2,000,000

Personal and
Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Automobile Liability

Carrier: TRAVELERS PROPERTY CASUALTY
COMPANY OF AMERICA

Policy Number: BA-6N704919-19-26-G

Policy Period
From: 10/25/2019
to: 10/25/2020

Limits Of Liability

Bodily Injury And Property Damage
Combined Single Limit \$1,000,000

Bodily Injury Each
Person \$

Bodily Injury Each
Accident \$

Property Damage Each
Accident \$

Employers Liability

Carrier: TRAVELERS PROPERTY CASUALTY
COMPANY OF AMERICA

Policy Number: UB-9J238129-19-26-G

Policy Period
From: 10/25/2019
to: 10/25/2020

Limits Of Liability

Bodily Injury By Accident
Each Accident \$1,000,000*

Bodily Injury By Disease

Policy Limit \$1,000,000*
Each Employee \$1,000,000*

*UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES

PRODUCER: MCGRUFF INS SERVICES INC

OFFICE: IRVINE, CA

POLICY NUMBER: ZUP-14T18507-19-NF

UMBRELLA
ISSUE DATE: 11/01/19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE – CONTINUED

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Type Of Coverage:	EMPLOYEE BENEFITS LIABILITY	Limits Of Liability
Carrier:	THE TRAVELERS INDEMNITY COMPANY OF CT	\$1,000,000 EACH CLAIM \$2,000,000 AGGREGATE
Policy Number:	DT22-CO-9J238129-TCT-19	

Policy Period
From: 10/25/2019
to: 10/25/2020

Type Of Coverage:	Limits Of Liability
--------------------------	----------------------------

Carrier:

**Policy
Number:**

Policy Period
From:
to:

Type Of Coverage:	Limits Of Liability
--------------------------	----------------------------

Carrier

**Policy
Number:**

Policy Period
From:
to:

PRODUCER: MCGRUFF INS SERVICES INC

OFFICE: IRVINE, CA


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COMPANY PROFILE**Company Information****TRAVELERS INDEMNITY COMPANY OF CONNECTICUT (THE)**

**ONE TOWER SQUARE
HARTFORD, CT 06183-1190**

Old Company Names**Effective Date**

EQUITABLE FIRE AND MARINE INSURANCE COMPANY	10/08/1971
TRAVELERS INDEMNITY COMPANY OF RHODE ISLAND (THE)	09/12/1995

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	25682
California Company ID #:	0056-2
Date Authorized in California:	06/28/1890
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

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NAIC Group List

NAIC Group #: **3548** Travelers 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
LEGAL INSURANCE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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COMPANY PROFILE

Company Information

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**ONE TOWER SQUARE
HARTFORD, CT 06183
866-336-2077**

Old Company Names

Effective Date

TRAVELERS INDEMNITY COMPANY OF ILLINOIS (THE)

01/12/2005

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	25674
California Company ID #:	2495-0
Date Authorized in California:	04/16/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

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NAIC Group List

NAIC Group #: **3548** Travelers 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
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
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COMPANY PROFILE

Company Information

ATLANTIC SPECIALTY INSURANCE COMPANY

605 HIGHWAY, 169 NORTH, SUITE 800
PLYMOUTH, MN 55441
877-248-3455

Old Company Names

Effective Date

ATLANTIC SPECIALTY INSURANCE COMPANY DBA ASIC INSURANCE COMPANY 05/03/2002

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	27154
California Company ID #:	4650-8
Date Authorized in California:	09/11/2000
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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NAIC Group List

NAIC Group #: 4904 Intact Financial 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
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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