

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



ITEM: 3.44
(ID # 26219)

MEETING DATE:
Tuesday, November 05, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve Addendum to the Plans and Specifications, Accept the Low Bid and Award the Contract for the Construction of the Grand Avenue and Sangston Drive Traffic Signal Project in the Community of Lakeland Village. District 2. [\$571,789 Total Cost - ARPA Funds 100% / \$5,500 Ongoing Cost – Gas Tax 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the plans and specifications issued prior to the August 21, 2024, bid opening;
2. Waive any and all immaterial irregularities and accept the low bid of Crosstown Electrical & Data, Inc. (Crosstown Electrical) of Irwindale, California in the amount of \$571,789.00;
3. Award the contract to Crosstown Electrical and authorize the Chair of the Board to execute the contract documents; and
4. Approve the project proposed budget as shown on Attachment "A".

ACTION:Policy


Dennis Acuna, Director of Transportation 10/29/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: November 5, 2024
xc: Trans.

Kimberly A. Rector
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	\$ 571,789	\$ 0	\$ 571,789	\$ 5,500
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: American Rescue Plan Act (ARPA) (100%) Ongoing Cost – Gas Tax (100%) There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated July 30, 2024 (Agenda Item 3.96), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Grand Avenue and Sangston Drive Traffic Signal Project in the Community of Lakeland Village of Riverside County.

At this intersection, Grand Avenue is currently a two-lane local road that is oriented in the northwest-southeast directions with striped median, paved shoulders, and a left-turn lane for northwest bound vehicles turning southwest onto Sangston Drive. Sangston Drive is a two-lane facility that is oriented in the northeast-southwest directions intersecting with Grand Avenue as a "T" intersection with one-way stop control on Sangston Drive. The area in the immediate vicinity includes commercial and residential lots.

Project construction will include installation of traffic signal poles with mast-arms, safety lighting, traffic signal cabinets, video and radar detection units, installation of advance signal ahead warning signs, installation of new thermoplastic and paint traffic striping, crosswalks and pavement markings, roadside signs, and other associated work.

Additional improvements include construction of Americans with Disabilities Act (ADA) compliant curb ramps, asphalt concrete dike, driveway, minor segments of concrete curb and gutter, and sidewalk.

On March 11, 2021, President Biden signed the \$1.9 trillion American Rescue Plan Act (ARPA) of 2021 into law. To accelerate recovery from the economic and health impacts of the COVID-19 pandemic, the County of Riverside was provided approximately \$480 million. The Executive Office in conjunction with the Board Supervisors developed a plan to disburse these funds based on the principles of providing recovery funding to those sectors of our economy and society that are struggling most to recover from the pandemic; have a constituent and community based focus; provide a vehicle for transformational investment in our County's

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

recovery from COVID-19; provide for countywide equity; and focus on one time investments, rather than funding ongoing operational costs. As a result of these principles, the Grand Avenue and Sangston Drive Traffic Signal Project was selected as a recipient of \$750,000 of ARPA funds from District 1 per Minute Order dated December 13, 2022 (Agenda Item 3.2).

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the plans and specifications. Bidders were required to acknowledge and take into account the issued addendum on their contractor's Bid in order to be considered for award.

The addendum was issued to clarify and modify the approved contract documents; however, the modifications made did not increase the project costs. The addendum is attached and designated as Addendum No. 1.

The Contract includes the following schedules of work:

Base Bid Schedule: Grand Avenue and Sangston Drive Traffic Signal Project, and associated work

Project No.: D3-0109

Impact on Residents and Businesses

The traffic signal will improve traffic safety by providing controlled traffic movements at the Grand Avenue and Sangston Drive "T" intersection.

Because procurement of some of the traffic signal components require a long lead time, Transportation Department will delay issuing the notice to proceed until March 2025. The work will be phased to keep the road open during construction as much as possible and will take approximately two months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

Construction is expected to be completed in Fiscal Year 2024/2025 and will be funded with American Rescue Plan Act (ARPA) funds.

Annual traffic signal operation and maintenance costs are estimated at \$5,500 to be funded from gas tax.

The proposed budget as shown on Attachment "A" includes Contract award amount and other associated costs.

There are no General Funds used in this project.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Contract History and Price Reasonableness

A total of four bids were received on Wednesday August 21, 2024 ranging from \$571,789 to \$616,704. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by Crosstown Electrical in the amount of \$571,789 which is \$33,024 (5.5%) below the engineer's cost estimate.

The Transportation Department recommends the award of the contract to Crosstown Electrical in the amount of \$571,789.

ATTACHMENTS:

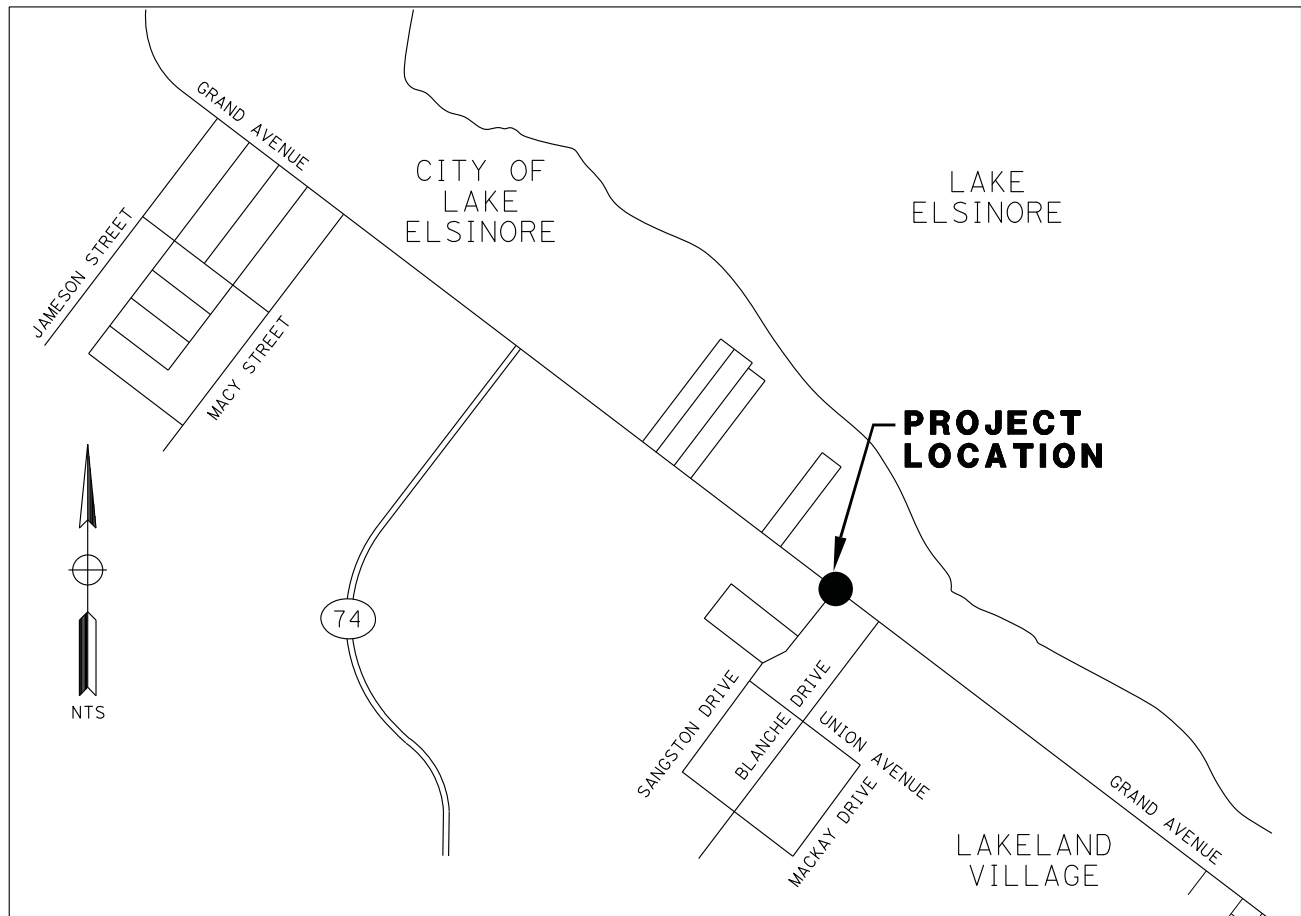
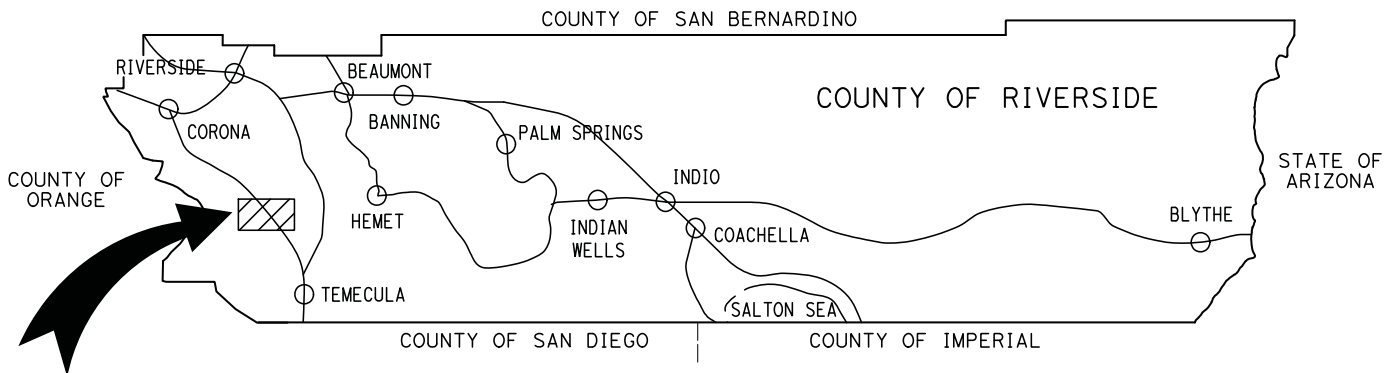
Vicinity Map
Attachment "A"
Summary of Bids
Addendum No. 1
Contract/Bonds/Insurance
Contractor's Bid Proposal


Jason Farin, Principal Management Analyst 10/30/2024


Aaron Gettis, Chief of Deputy County Counsel 10/29/2024

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

GRAND AVENUE AND SANGSTON DRIVE TRAFFIC SIGNAL COMMUNITY OF LAKELAND VILLAGE PROJECT No. D3-0109



VICINITY MAP

Attachment "A"

Riverside County Transportation Department

Project: **Grand Ave and Sangston Dr Traffic Signal Project**

Project No.(s): **D3-0109**

Expenses as of: **9/25/2024**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
A Preliminary Survey				10,000	
B Design	107,501	19,435	126,937	100,000	127,000
C Environmental	1,594		1,594	4,000	2,000
D Right-of-way					
E Construction		571,789			
Construction Contingency 10%		57,179	628,968	520,000	629,000
F Construction Engineering & Inspection 15%	447	85,322	85,768	104,000	86,000
G Construction Survey 5%		28,589	28,589	12,000	29,000
H Utilities					
Totals:	109,542	762,314	871,856	750,000	873,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
221	Gas Tax/HUTA		123,000
387	American Rescue Plan Act (ARPA)	750,000	750,000
Totals:		750,000	873,000

Comments

Riverside County Transportation Department
Summary of Bids

PROJECT: Grand Avenue and Sangston Drive Traffic Signal
Community of Lakeland Village
Project No. D3-0109

Advertised: July 30, 2024 (Agenda Item: 3.96)

Addenda: 1(8/15/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

Company Name	Grand Avenue and Sangston Drive Traffic Signal	Project Total
COUNTY'S ESTIMATE	604,812.50	\$604,812.50
1 Crosstown Electrical & Data, Inc.	571,789.00	\$571,789.00
2 Elecnor Belco Electric, Inc.	599,888.00	\$599,888.00
3 High Light Electric, Inc.	602,777.00	\$602,777.00
4 DBX, Inc.	616,704.00	\$616,704.00
<i>Average Bid Prices</i>	<i>\$597,789.50</i>	<i>\$597,789.50</i>

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Grand Avenue and Sangston Drive Traffic Signal
Community of Lakeland Village
Project No. D3-0109**

Advertised: July 30, 2024 (Agenda Item: 3.96)

Addenda: 1(8/15/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

BASE BID SCHEDULE - Grand Avenue and Sangston Drive Traffic Signal					COUNTY'S ESTIMATE		1 Crosstown Electrical & Data, Inc. Irwindale, CA 91706	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	3,500.00	3,500.00
2	170103	CLEARING AND GRUBBING (LS)	LS	1	15,000.00	15,000.00	10,000.00	10,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00	20,000.00	20,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	7,250.00	7,250.00	2,500.00	2,500.00
5	066100	DUST ABATEMENT	LS	1	10,000.00	10,000.00	7,500.00	7,500.00
6	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	1	8,000.00	8,000.00	27,225.00	27,225.00
7	017306	MINOR CONCRETE (CURB RAMP) (CRS 403) - MODIFIED (NO C&G)	EA	1	8,000.00	8,000.00	22,275.00	22,275.00
8	731521	MINOR CONCRETE (SIDEWALK)	SQFT	188	15.00	2,820.00	68.00	12,784.00
9	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	28	100.00	2,800.00	118.00	3,304.00
10	017308	MINOR CONCRETE (TYPE "D-1" CURB) (CRS 203)	LF	27	100.00	2,700.00	68.00	1,836.00
11	780433	PAINT CURB (2-COAT)	LF	50	6.00	300.00	12.00	600.00
12	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	226	15.00	3,390.00	68.00	15,368.00
13	390132	HOT MIX ASPHALT (TYPE A)	TON	6	150.00	900.00	557.00	3,342.00
14	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	100	5.00	500.00	15.00	1,500.00
15	810120	REMOVE PAVEMENT MARKER	EA	100	30.00	3,000.00	4.00	400.00
16	015602	FUNDING AWARENESS SIGN	EA	1	2,500.00	2,500.00	3,645.00	3,645.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Grand Avenue and Sangston Drive Traffic Signal
Community of Lakeland Village
Project No. D3-0109**

Advertised: July 30, 2024 (Agenda Item: 3.96)

Addenda: 1(8/15/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

BASE BID SCHEDULE - Grand Avenue and Sangston Drive Traffic Signal (Continued)					COUNTY'S ESTIMATE		1 Crosstown Electrical & Data, Inc. Irwindale, CA 91706	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
17	820410	SALVAGE ROADSIDE SIGN	EA	2	75.00	150.00	124.00	248.00
18	820840	ROADSIDE SIGN - ONE POST	EA	9	850.00	7,650.00	433.00	3,897.00
19	820900	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	3	600.00	1,800.00	353.00	1,059.00
20	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,100	7.00	7,700.00	8.00	8,800.00
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	3,650	5.00	18,250.00	1.00	3,650.00
22	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	2,865	2.50	7,162.50	1.50	4,297.50
23	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	96	2.50	240.00	6.50	624.00
24	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	300	7.00	2,100.00	2.50	750.00
25	870400	SIGNAL AND LIGHTING SYSTEM	LS	1	433,800.00	433,800.00	383,884.50	383,884.50
26	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	28,800.00	28,800.00	28,800.00	28,800.00
PROJECT TOTAL ITEMS 1 - 26					604,812.50		571,789.00	

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Grand Avenue and Sangston Drive Traffic Signal
Community of Lakeland Village
Project No. D3-0109**

Advertised: July 30, 2024 (Agenda Item: 3.96)

Addenda: 1(8/15/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

BASE BID SCHEDULE - Grand Avenue and Sangston Drive Traffic Signal					2 Elecnor Belco Electric, Inc. Chino, CA 91710		3 High Light Electric, Inc. Colton, CA 92324	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	2,500.00	2,500.00	10,000.00	10,000.00
2	170103	CLEARING AND GRUBBING (LS)	LS	1	18,000.00	18,000.00	15,000.00	15,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	21,000.00	21,000.00	20,000.00	20,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	1,500.00	1,500.00	7,500.00	7,500.00
5	066100	DUST ABATEMENT	LS	1	3,000.00	3,000.00	10,000.00	10,000.00
6	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	1	17,069.00	17,069.00	10,950.00	10,950.00
7	017306	MINOR CONCRETE (CURB RAMP) (CRS 403) - MODIFIED (NO C&G)	EA	1	17,069.00	17,069.00	8,750.00	8,750.00
8	731521	MINOR CONCRETE (SIDEWALK)	SQFT	188	20.50	3,854.00	28.10	5,282.80
9	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	28	114.00	3,192.00	316.60	8,864.80
10	017308	MINOR CONCRETE (TYPE "D-1" CURB) (CRS 203)	LF	27	92.00	2,484.00	101.00	2,727.00
11	780433	PAINT CURB (2-COAT)	LF	50	4.60	230.00	5.35	267.50
12	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	226	46.00	10,396.00	34.00	7,684.00
13	390132	HOT MIX ASPHALT (TYPE A)	TON	6	569.00	3,414.00	411.00	2,466.00
14	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	100	9.10	910.00	10.70	1,070.00
15	810120	REMOVE PAVEMENT MARKER	EA	100	1.15	115.00	1.35	135.00
16	015602	FUNDING AWARENESS SIGN	EA	1	1,200.00	1,200.00	9,500.00	9,500.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Grand Avenue and Sangston Drive Traffic Signal
Community of Lakeland Village
Project No. D3-0109**

Advertised: July 30, 2024 (Agenda Item: 3.96)

Addenda: 1(8/15/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

BASE BID SCHEDULE - Grand Avenue and Sangston Drive Traffic Signal (Continued)					2 Elecnor Belco Electric, Inc. Chino, CA 91710		3 High Light Electric, Inc. Colton, CA 92324	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
17	820410	SALVAGE ROADSIDE SIGN	EA	2	171.00	342.00	200.00	400.00
18	820840	ROADSIDE SIGN - ONE POST	EA	9	370.00	3,330.00	435.00	3,915.00
19	820900	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	3	160.00	480.00	190.00	570.00
20	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,100	11.00	12,100.00	12.70	13,970.00
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	3,650	1.20	4,380.00	1.35	4,927.50
22	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	2,865	1.60	4,584.00	1.90	5,443.50
23	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	96	5.00	480.00	5.35	513.60
24	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	300	5.70	1,710.00	6.70	2,010.00
25	870400	SIGNAL AND LIGHTING SYSTEM	LS	1	437,749.00	437,749.00	422,030.30	422,030.30
26	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	28,800.00	28,800.00	28,800.00	28,800.00
PROJECT TOTAL ITEMS 1 - 26					599,888.00		602,777.00	

Advertised: July 30, 2024 (Agenda Item: 3.96)

Addenda: 1(8/15/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

BASE BID SCHEDULE - Grand Avenue and Sangston Drive Traffic Signal					4 DBX, Inc. Temecula, CA 92590			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE		
1	100100	DEVELOP WATER SUPPLY	LS	1	2,500.00	2,500.00		
2	170103	CLEARING AND GRUBBING (LS)	LS	1	6,500.00	6,500.00		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,000.00	15,000.00		
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	1,800.00	1,800.00		
5	066100	DUST ABATEMENT	LS	1	2,500.00	2,500.00		
6	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	1	25,000.00	25,000.00		
7	017306	MINOR CONCRETE (CURB RAMP) (CRS 403) - MODIFIED (NO C&G)	EA	1	21,000.00	21,000.00		
8	731521	MINOR CONCRETE (SIDEWALK)	SQFT	188	65.00	12,220.00		
9	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	28	105.00	2,940.00		
10	017308	MINOR CONCRETE (TYPE "D-1" CURB) (CRS 203)	LF	27	75.00	2,025.00		
11	780433	PAINT CURB (2-COAT)	LF	50	5.00	250.00		
12	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	226	65.00	14,690.00		
13	390132	HOT MIX ASPHALT (TYPE A)	TON	6	500.00	3,000.00		
14	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	100	9.00	900.00		
15	810120	REMOVE PAVEMENT MARKER	EA	100	2.00	200.00		
16	015602	FUNDING AWARENESS SIGN	EA	1	1,800.00	1,800.00		

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Grand Avenue and Sangston Drive Traffic Signal
Community of Lakeland Village
Project No. D3-0109**

Advertised: July 30, 2024 (Agenda Item: 3.96)

Addenda: 1(8/15/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

BASE BID SCHEDULE - Grand Avenue and Sangston Drive Traffic Signal (Continued)					4 DBX, Inc. Temecula, CA 92590			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE		
17	820410	SALVAGE ROADSIDE SIGN	EA	2	200.00	400.00		
18	820840	ROADSIDE SIGN - ONE POST	EA	9	360.00	3,240.00		
19	820900	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	3	200.00	600.00		
20	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,100	10.00	11,000.00		
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	3,650	1.50	5,475.00		
22	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	2,865	1.60	4,584.00		
23	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	96	5.00	480.00		
24	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	300	6.00	1,800.00		
25	870400	SIGNAL AND LIGHTING SYSTEM	LS	1	448,000.00	448,000.00		
26	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	28,800.00	28,800.00		
PROJECT TOTAL ITEMS 1 - 26					616,704.00			



Dennis Acuna, P. E., T. E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Transportation Department

Hector D. Davila, P.E.
*Deputy for Transportation/
Capital Projects*

Russell Williams
*Deputy for Transportation/
Planning and Development*

ADDENDUM NUMBER 1

Dated August 15, 2024

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

**Grand Avenue and Sangston Drive Traffic Signal
Community of Lakeland Village
Project No. D3-0109**

Bids Due: Wednesday, August 21, 2024; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

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

<https://trans.rctlma.org/notices-inviting-bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Prosecution and Progress. Refer to Section 00-1.05, "Prosecution and Progress," on page 2 and 3 of the special provisions. The following special provisions are added and made a part hereby:

The County anticipates to award the construction contract by December 2024; however, the County will delay issuing the Notice to Proceed with construction (NTP) until or after March 2025.

The contractors shall consider this NTP delay when preparing their bids and when planning their construction activities.

Item 2: Equipment Orders - Clarification. Refer to sub-section “D”, Equipment Orders, of Section 87-1, “General – Traffic Signal”, on page 51 through 52 of the special provisions.

As stated in sub-section D, the Contractor shall submit equipment and materials submittals to the Engineer for review and approval within twenty-one (21) calendar days after the contract is awarded (**in December 2024**) and allow fourteen (14) calendar days for the Engineer to review the equipment and materials submittals.

After the submittals are approved by the Engineer, the Contractor must order equipment and materials and then submit a copy of each vendor Equipment and Material Purchase Order within (7) calendar days to the Engineer.

Equipment furnished by the Contractor and available for installation before the NTP is issued (NTP to be issued **on or after March 2025**) will be eligible for a materials on hand progress payment.

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

Recommended by:



Susan Vombaur, PE
Engineering Division Manager



Concurrence:



Hector D. Davila , PE
Deputy Director

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

JRJ:jrj:rr

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

Bid

Date: 08/21/2024

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

Bidder: CROSSTOWN ELECTRICAL & DATA, INC.
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Grand Avenue and Sangston Drive Traffic Signal, Community of Lakeland Village, Project No. D3-0109 hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** 1 (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

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

**Grand Avenue and Sangston Drive Traffic Signal
Community of Lakeland Village
Project No. D3-0109**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Grand Avenue and Sangston Drive Traffic Signal						
1	100100	DEVELOP WATER SUPPLY	LS	1	\$3,500.00	\$3,500.00
2	170103	CLEARING AND GRUBBING (LS)	LS	1	\$10,000.00	\$10,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$20,000.00	\$20,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$2,500.00	\$2,500.00
5	066100	DUST ABATEMENT	LS	1	\$7,500.00	\$7,500.00
6	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	1	\$27,225.00	\$27,225.00
7	017306	MINOR CONCRETE (CURB RAMP) (CRS 403) - MODIFIED (NO C&G)	EA	1	\$22,275.00	\$22,275.00
8	731521	MINOR CONCRETE (SIDEWALK)	SQFT	188	\$68.00	\$12,784.00
9	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	28	\$118.00	\$3,304.00
10	017308	MINOR CONCRETE (TYPE "D-1" CURB) (CRS 203)	LF	27	\$68.00	\$1,836.00
11	780433	PAINT CURB (2-COAT)	LF	50	\$12.00	\$600.00
12	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	226	\$68.00	\$15,368.00
13	390132	HOT MIX ASPHALT (TYPE A)	TON	6	\$557.00	\$3,342.00
14	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	100	\$15.00	\$1,500.00
15	810120	REMOVE PAVEMENT MARKER	EA	100	\$4.00	\$400.00
16	015602	FUNDING AWARENESS SIGN	EA	1	\$3,645.00	\$3,645.00
17	820410	SALVAGE ROADSIDE SIGN	EA	2	\$124.00	\$248.00
18	820840	ROADSIDE SIGN - ONE POST	EA	9	\$433.00	\$3,897.00
19	820900	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	3	\$353.00	\$1,059.00
20	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,100	\$8.00	\$8,800.00
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	3,650	\$1.00	\$3,650.00
22	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	2,865	\$1.50	\$4,297.50
23	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	96	\$6.50	\$624.00
24	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	300	\$2.50	\$750.00
25	870400	SIGNAL AND LIGHTING SYSTEM	LS	1	\$383,884.50	\$383,884.50
26	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	28,800.00	28,800.00

PROJECT TOTAL: FIVE HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-NINE DOLLARS AND ZERO CENTS \$ 571,789.00
ITEMS 1 - 26 "WORDS"

Bidder Data and Signature

Name of Bidder: CROSSTOWN ELECTRICAL & DATA, INC.

Type of organization: C-CORPORATION

Person(s) authorized to sign for Bidder: DAVID P. HEERMANCE, PRESIDENT

ANDREA HEERMANCE, SECRETARY

BENJAMIN HEERMANCE, CFO

Note:

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

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

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

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

Business Street Address: 5454 DIAZ STREET
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: IRWINDALE, CA, 91706

P.O. Box- Number: NONE

P.O. Box- City, State, Zip Code: NONE

Phone: (626) 813-6693

Facsimile: (626) 869-0192

E-mail: DAVE@CROSSTOWNDATA.COM

Contractor's license number: 756309

License Classification(s): CLASS A & C-10

Expiration date: 11/30/2024

Department of Industrial Relations Registration Number: 1000000155

Bidder Data and Signature (continued)

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

**Grand Avenue and Sangston Drive Traffic Signal
Community of Lakeland Village
Project No. D3-0109**

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

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

Signature:



Name (printed):

DAVID P. HEERMANCE

Title:

PRESIDENT

“Contractor”

Subcontractor List

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

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

Name of Bidder (Prime/General Contractor): CROSTOWN ELECTRICAL & DATA, INC.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	HER-CON CONSTRUCTION SERVICES, INC.	945955	1000012689	489 FAIRIANE WAY COVINA, CA, 91723	ROADWORK: BI: 6-10, 12-13	<input type="checkbox"/>
2.	SMITHSON ELECTRIC, INC.	614518	1000001610	1938 E. KATELLA AVE, ORANGE, CA, 92867	LOOPS: PARTIAL BI: 25	<input checked="" type="checkbox"/>
3.	PCI	415490	1000813536	975 W 1ST ST, AZUSA, CA, 91702	TRAFFIC CONTROL: PARTIAL BI: 3 SIGNING & STRIPING: BI: 11, 14-15, 17-24	<input checked="" type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

Additional Subcontractor List(s) may be attached to the Bid.
(A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: 16.85 %

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

Non-Collusion Declaration

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

The undersigned declares:

I am the PRESIDENT (Title) of CROSSTOWN ELECTRICAL & DATA, INC. (Company),
the party making the foregoing bid.

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

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

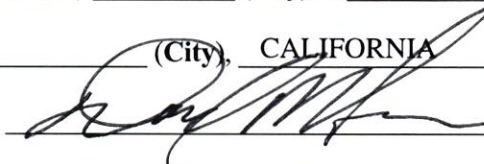
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the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

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

AUGUST (Month) 21 (Day) of 2024 (Year),

at IRWINDALE (City), CALIFORNIA (State).

Signature of Declarant:



Printed name of Declarant: DAVID P. HEERMANCE

Name of Bidder (Company): CROSSTOWN ELECTRICAL & DATA, INC.

Title or Office: PRESIDENT

Note: **Notarization of signature required.**

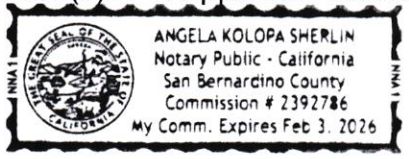
Check box if attachment is included.

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

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 21st
day of August, 2024, by DAVID HEORMANCE

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



(Seal)

Signature *Al Bell*

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

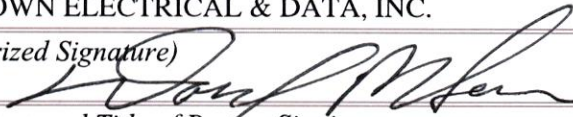
Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of **\$1,000,000 or more**, a Contractor must either:

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

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

Option #1 – Certification

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

<i>Contractor Name/Financial Institution (Printed)</i> CROSSTOWN ELECTRICAL & DATA, INC.		<i>Federal ID Number (or n/a)</i> 22-3611877
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> DAVID P. HEERMANCE, PRESIDENT		
<i>Date Executed</i> AUGUST 21, 2024	<i>Executed in</i> 5454 DIAZ ST., IRWINDALE, CA	

Option #2 – Exemption

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

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

<i>Contractor Name/Financial Institution (Printed)</i> N/A		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Opt Out of Payment Adjustments for Price Index Fluctuations

**Grand Avenue and Sangston Drive Traffic Signal
Community of Lakeland Village
Project No. D3-0109**

To opt out of the payment adjustments for price index fluctuations, as specified in Standard Specifications Section 9-1.07 "Payment Adjustments for Price Index Fluctuations," completely fill in, date, sign, and submit this form with the Bid documents.

By signing and submitting this form, our company hereby opts out of the payment adjustments for price index fluctuations for the above-named project.

Date: 08/21/2024

Company Name (Bidder): CROSSTOWN ELECTRICAL & DATA, INC.

Signature: 

(Signature of Company's authorized officer or designated representative)

Name (printed): DAVID P. HEERMANCE

Title: PRESIDENT

**BIDDER CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: Grand Avenue and Sangston Drive Traffic Signal, Community of Lakeland Village, Project No. D3-0109

CERTIFICATION:

I hereby certify that I have reviewed and understand the Federal Provisions Attachment included in the bid package and the construction contract related requirements imposed on the Contractor(s) of ARPA- funded construction projects, including but not limited to the following:

1. The subject project is being financed with ARPA Funds (*Title VI of the Social Security Act Section 602 et seq*); and
2. This project and all related construction contracts are subject to the latest U.S. Department of Labor Prevailing Wage Determination (See Appendix for Federal Prevailing Wage Decision rates); and
3. The requirement that the decision to award to contract is conditioned upon acceptance of the Prevailing Wage Determination.
4. This project is subject to all applicable laws and regulations as listed in the Federal Provisions Attachment. (Included in bid Documents)

CONTRACTOR'S NAME: CROSTOWN ELECTRICAL & DATA, INC.

CONTRACTOR'S LICENSE NO.: 756309

ADDRESS: 5454 DIAZ ST., IRWINDALE, CA, 91706

AUTHORIZED REPRESENTATIVE: DAVID P. HEERMANCE, PRESIDENT (Type/Write Name)

SIGNATURE: 

DATE: AUGUST 21, 2024

Bid Bond

Recitals:

- 1. Crosstown Electrical & Data, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Grand Avenue and Sangston Drive Traffic Signal, Community of Lakeland Village, Project No. D3-0109** in accordance with a Notice Inviting Bids from the County.
- 2. Fidelity and Deposit Company of Maryland a Illinois corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

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

Dated: August 20th, 2024

Signatures:

Fidelity and Deposit Company of Maryland

Crosstown Electrical & Data, Inc

By: Dwight Reilly

By: [Signature]

Title: Attorney in Fact
Surety"

Title: President, David P. Heermance
"Contractor"



} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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



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 Los Angeles)

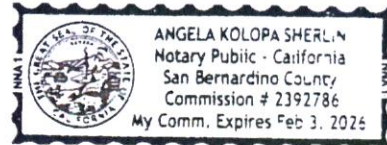
On August 21, 2024 before me, Angela Sherlin, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



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 08/20/2024 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



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 Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, 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 September, A.D. 2023.



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

By: Robert D. Murray
Vice President

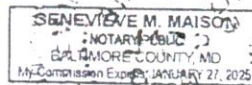
By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of September, A D. 2023, 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

Genevieve M. Maiston



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 20th day of August, 2024.



Handwritten signature of Thomas O. McClellan, 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
reportsfclaims@zurichna.com
800-626-4577



Authenticity of this bond can be confirmed at Bondvalidator.zurichna.com or 410-559-8790

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Fidelity and Deposit Company of Maryland

of Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle,
Automobile, Aircraft and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 12th day of March, 2019, I have set my hand and caused my official seal to be affixed this 12th day of March, 2019.

Ricardo Lara
Insurance Commissioner

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

By



NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



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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

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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

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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 **Crosstown Electrical & Data, Inc.**, hereafter called "Contractor".

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Grand Avenue and Sangston Drive Traffic Signal, Community of Lakeland Village, Project No. D3-0109**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders. (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of **2018** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda (**One**), (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

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

3. Prosecution, Progress and Liquidated Damages

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

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

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

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

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

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

4. Compensation

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

**Grand Avenue and Sangston Drive Traffic Signal
Community of Lakeland Village
Project No. D3-0109**

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID SCHEDULE - Grand Avenue and Sangston Drive Traffic Signal

1	100100	DEVELOP WATER SUPPLY	LS	1	3,500.00	3,500.00
2	170103	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	2,500.00	2,500.00
5	066100	DUST ABATEMENT	LS	1	7,500.00	7,500.00
6	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	1	27,225.00	27,225.00
7	017306	MINOR CONCRETE (CURB RAMP) (CRS 403) - MODIFIED (NO C&G)	EA	1	22,275.00	22,275.00
8	731521	MINOR CONCRETE (SIDEWALK)	SQFT	188	68.00	12,784.00
9	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	28	118.00	3,304.00
10	017308	MINOR CONCRETE (TYPE "D-1" CURB) (CRS 203)	LF	27	68.00	1,836.00
11	780433	PAINT CURB (2-COAT)	LF	50	12.00	600.00
12	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	226	68.00	15,368.00
13	390132	HOT MIX ASPHALT (TYPE A)	TON	6	557.00	3,342.00
14	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	100	15.00	1,500.00
15	810120	REMOVE PAVEMENT MARKER	EA	100	4.00	400.00
16	015602	FUNDING AWARENESS SIGN	EA	1	3,645.00	3,645.00
17	820410	SALVAGE ROADSIDE SIGN	EA	2	124.00	248.00
18	820840	ROADSIDE SIGN - ONE POST	EA	9	433.00	3,897.00

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Grand Avenue and Sangston Drive Traffic Signal (Continued)						
19	820900	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	3	353.00	1,059.00
20	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,100	8.00	8,800.00
21	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	3,650	1.00	3,650.00
22	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	2,865	1.50	4,297.50
23	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	96	6.50	624.00
24	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	300	2.50	750.00
25	870400	SIGNAL AND LIGHTING SYSTEM	LS	1	383,884.50	383,884.50
26	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	28,800.00	28,800.00

PROJECT
TOTAL:
ITEMS 1 – 26

**Five hundred seventy-one thousand, seven hundred eighty-nine dollars
and zero cents**
"WORDS"

\$ 571,789.00

Grand Avenue and Sangston Drive Traffic Signal
Community of Lakeland Village
Project No. D3-0109

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

COUNTY OF RIVERSIDE

CROSTOWN ELECTRICAL & DATA, INC.

BY: Chuck Washington
CHUCK WASHINGTON
Chair, Board of Supervisors

BY: [Signature]

DATED: 11/15/2024

TITLE: President
(If Corporation, affix Seal)

ATTEST:

ATTEST:

Kimberly A. Rector, Clerk of the Board

Benjamin Heermance

BY: [Signature]
Deputy

TITLE: Benjamin Heermance, CFO

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

FORM APPROVED COUNTY COUNSEL
BY: [Signature]
DANIELLE D. WALAND

License No.: 756309

Federal Employer Identification Number:

22-3611877

Department of Industrial Relations Registration Number:

1000000155

BY _____
"County"

"Corporation"
(Seal)

UNANIMOUS WRITTEN CONSENT
IN LIEU OF 2023 ANNUAL MEETING OF
THE SOLE DIRECTOR OF

CROSSTOWN ELECTRICAL & DATA, INC., a California corporation

The undersigned, constituting the sole director of CROSSTOWN ELECTRICAL & DATA, INC., a California corporation (the "Corporation"), acting in accordance with Section 307(b) of the California Corporations Code, does hereby adopt, approve, confirm, and ratify the resolutions hereinafter set forth, and declares that said resolutions are and shall be considered valid and legal and of the same force and effect as though adopted at a duly noticed and properly held meeting of the directors of the Corporation:

ELECTION OF OFFICERS

WHEREAS, pursuant to Article IV, Section 2 of the Bylaws of this Corporation, it is the duty of the Board of Directors to periodically elect officers of the Corporation;

NOW, THEREFORE, BE IT RESOLVED that the following named persons are elected to the offices set forth opposite their names below, to serve until the next annual meeting of this Board of Directors or until their earlier resignation or removal as officers of this Corporation:

<u>Name</u>	<u>Office</u>
David P. Heermance	President and Chief Executive Officer
Benjamin Heermance	Chief Financial Officer
Andrea Heermance	Secretary
Wendy M. Parker	Vice President

RATIFICATION OF PAST ACTS

WHEREAS, it is deemed to be in the best interests of this Corporation and its shareholder to ratify all of the past acts, actions and activities of the officers, directors and agents of this Corporation taken in the preceding year.

NOW, THEREFORE, BE IT RESOLVED, that all of the past acts, actions and activities of the officers, directors and agents of the Corporation during the past year appearing on the books and records of the Corporation be, and the same hereby are, ratified, confirmed, adopted and approved.

IN WITNESS WHEREOF, this Unanimous Written Consent has been executed effective as of the date set forth below.

Dated: October 3, 2023


DAVID P. HEERMANCE

Performance Bond

Recitals:

1. **Crosstown Electrical & Data, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Grand Avenue and Sangston Drive Traffic Signal, Community of Lakeland Village, Project No. D3-0109.**
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **\$571,789.00 (Five hundred seventy-one thousand, seven hundred eighty-nine dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are **Crosstown Electrical & Data, Inc.** as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$571,789.00 (Five hundred seventy-one thousand, seven hundred eighty-nine 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 **Grand Avenue and Sangston Drive Traffic Signal, Community of Lakeland Village, Project No. D3-0109.**

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

This bond was issued in two (2)
original counterparts

Bond No. 7672852
Premium: \$5,176.00

Performance Bond

Recitals:

1. **Crosstown Electrical & Data, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Grand Avenue and Sangston Drive Traffic Signal, Community of Lakeland Village, Project No. D3-0109.**
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 \$ **\$571,789.00 (Five hundred seventy-one thousand, seven hundred eighty-nine 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 September 12th, 2024
Crosstown Electrical & Data, Inc. Fidelity and Deposit Company of Maryland

By 

By 

By _____

Type Name Dwight Reilly

Its Attorney in Fact
"Surety"

Title David Heermance, President

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

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)

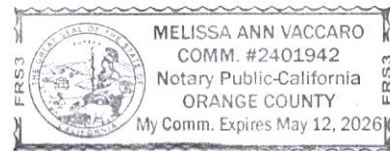
On 09/12/2024 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



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.

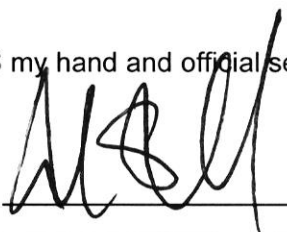
State of California
County of Los Angeles

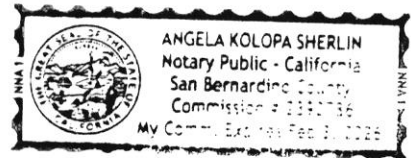
On September 16, 2024 before me, Angela Sherlin, Public Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**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 Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, 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 September, A.D. 2023.



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

By: *Robert D. Murray*
Vice President

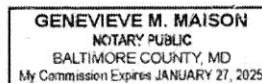
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 7th day of September, A.D. 2023, 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.

Genevieve M. Maison



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 12th day of September, 2024.



Thomas O. McClellan
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
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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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

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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

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THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

This bond was issued in two (2)
original counterparts

Bond No. 7672852

Payment Bond

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

The makers of this Bond are Crosstown Electrical & Data, 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 **\$571,789.00 (Five hundred seventy-one thousand, seven hundred eighty-nine 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 **Grand Avenue and Sangston Drive Traffic Signal, Community of Lakeland Village, Project No. D3-0109.**

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: September 12th, 2024

Crosstown Electrical & Data, Inc.
Original Contractor – Principal

Fidelity and Deposit Company of Maryland
Surety

By 

By 
Dwight Reilly
Its Attorney In Fact

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 Public

Notary Public (Seal)

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

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 _____)

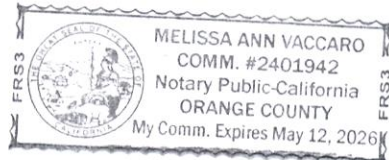
On 09/12/2024 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



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 Los Angeles)

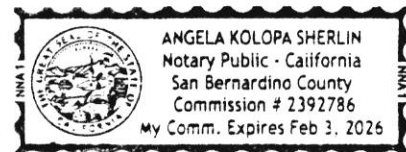
On September 16, 2024 before me, Angela Sherlin, Public Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**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 Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, 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 September, A.D. 2023.



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 September, A.D. 2023, 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, deposeth 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.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



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 12th day of September, 2024.



Thomas O. McClellan
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
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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

COMPANY PROFILE
Company Information
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](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2024

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

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


PRODUCER McRae Associates Insurance Services 1265 N. Manassero St Suite 303 Anaheim, CA 92807 License #: 0637431	CONTACT NAME: Maricela Aguirre
	PHONE (A/C, No, Ext): (714)779-6999 FAX (A/C, No): (714)779-6903 E-MAIL ADDRESS: maricela@mcraeinsurance.insure
INSURED CROSSTOWN ELECTRICAL & DATA, INC. 5454 DIAZ ST. Irwindale, CA 91706	INSURER(S) AFFORDING COVERAGE
	INSURER A : Travelers Property Casualty Company of America NAIC # 25674
	INSURER B : GREAT AMERICAN INSURANCE COMPANY 16691
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES **CERTIFICATE NUMBER: 00001315-3185048** **REVISION NUMBER: 470**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Deductible \$10,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT22-CO-7W503833-TCT-24	06/03/2024	06/03/2025	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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-7W449049-24-26-G	06/03/2024	06/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	TUE257205206	09/03/2024	09/03/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-7W504031-24-26-G	06/03/2024	06/03/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT NAME: GRAND AVENUE AND SANGTON DRIVE TRAFFIC SIGNAL, COMMUNITY OF LAKELAND VILLAGE / PROJECT#D3-0109 / PROJECT LOCATION: GRAND AVENUE AND SANGSTON DRIVE, COUNTY OF RIVERSIDE / JOB#5249-24
COUNTY OF RIVERSIDE ALONG WITH THEIR OFFICERS, OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED WITH RESPECTS TO THE ABOVE-MENTIONED POLICIES PER ATTACHED ENDORSEMENT(S). COVERAGE IS PRIMARY & NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT, PER ATTACHED ENDORSEMENT (continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER COUNTY OF RIVERSIDE 3525 14TH STREET FLOOR RIVERSIDE RIVERSIDE , CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (MAG)
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY McRae Associates Insurance Services		NAMED INSURED CROSSTOWN ELECTRICAL & DATA, INC.	
POLICY NUMBER N/A			
CARRIER Multiple Carriers	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
 FORMS. WAIVER OF SUBROGATION APPLIES, IF REQUIRED BY WRITTEN CONTRACT.

* SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, A 30 DAY WRITTEN NOTICE WILL BE ISSUED.

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

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
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE – GLASS
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- 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 – COVERED AUTOS 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 – COVERED AUTOS 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 Covered Autos 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 – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "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 an "employee's" name, with your



COMMERCIAL AUTO

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 – COVERED AUTOS 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 – COVERED AUTOS 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 – COVERED AUTOS 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 (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) 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 Covered Autos 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.

(a) 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:

(i) 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.

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

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

(iv) We will reimburse the "insured" 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., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" 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., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS 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.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) 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.

- (d) 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 PROPERTY

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

Personal Property

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

- (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 Property 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:

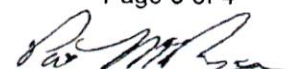
- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice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



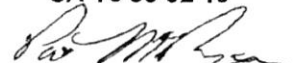
COMMERCIAL AUTO

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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE –
CONTRACTORS**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

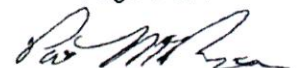
PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – DESIGNATED ADDITIONAL
INSUREDS – PRIMARY WITH RESPECT TO CERTAIN
OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

"As required by written contract"

PROVISIONS

The following is added to Paragraph 4.a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of

Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.



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.

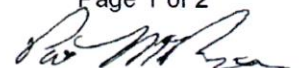
- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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 this 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. 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.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Who Is An Insured – Unnamed Subsidiaries B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations | <ul style="list-style-type: none"> C. Incidental Medical Malpractice D. Blanket Waiver Of Subrogation E. Contractual Liability – Railroads F. Damage To Premises Rented To You |
|---|--|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".



C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.



COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others

To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.





WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) -

POLICY NUMBER: UB-7W504031-24-26-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 _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

As required by written contract

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 05/29/2024

Policy No. UB-7W504031-24-26-G

Endorsement No.
Premium

Insurance Company
Travelers Property Casualty Company

Countersigned by 

DATE OF ISSUE: - - ST ASSIGN:

Policy No. TUE 2572052 - 06
Renewal Of TUE 2572052 - 05

EXCESS LIABILITY POLICY DECLARATIONS

ITEM 1. NAMED INSURED AND MAILING ADDRESS:
CROSSTOWN ELECTRICAL & DATA, INC.
5454 DIAZ STREET
IRWINDALE, CA 91706

ITEM 2. POLICY PERIOD:
12:01 A.M. Standard Time at the
mailing address of the Named
Insured shown at left.
From 09/03/2024 To 06/03/2025

**IN RETURN FOR PAYMENT OF THE PREMIUM,
AND SUBJECT TO ALL TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE
THE INSURANCE AS STATED IN THIS
POLICY.**

AGENT'S NAME AND ADDRESS:
RISK PLACEMENT SERVICES, INC.
1201 DOVE STREET
SUITE 240
NEWPORT BEACH, CA 92660

Insurance is Afforded by Company indicated below:
GREAT AMERICAN INSURANCE COMPANY
(A capital stock corporation)

ITEM 3. POLICY PREMIUM:
\$ 497,566.

POLICY MINIMUM PREMIUM:
\$ 124,392.

PREMIUM BASIS: (X) Flat () Auditable

ITEM 4. LIMITS OF INSURANCE:

The Company's Liability under this policy will not exceed the following limit: 100 percent of "loss" excess of Underlying Insurance stated in **Item 5.** of the Declarations, but for no greater than:
\$ 10,000,000. Each Occurrence
\$ 10,000,000. Aggregate Limit (where applicable)

ITEM 5. SCHEDULE OF UNDERLYING INSURANCE:

First Underlying Insurance Policy
Insurer, Policy No., Policy Period
SEE ATTACHED GAI6003 SCHEDULE A-
SCHEDULE OF UNDERLYING POLICIES

Applicable Limit
\$ GAI6003 Each Occurrence
\$ GAI6003 Aggregate Limit
(where applicable)

**Other Underlying Insurance (Excess
of First Underlying Insurance Policy)**
N/A

Applicable Limit
\$ N/A Each Occurrence
\$ N/A Aggregate Limit
(where applicable)

ITEM 6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule, TAU 9997 (Ed. 11/97).

Countersigned _____ Date _____ By _____ Authorized Representative _____

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
a) TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA POLICY: UB-7W504031-24-26-G 6/3/24 TO 6/3/25	Employers Liability	Bodily Injury By Accident \$ 1,000,000. each accident Bodily Injury By Disease \$ 1,000,000. policy limit \$1,000,000. each employee
b) TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA POLICY: 810-7W449049-24-26-G 6/3/24 TO 6/3/25	Automobile/Garage <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> Owned Automobile Only <input type="checkbox"/> Specifically Designated Automobile <input type="checkbox"/> Hired Automobile <input type="checkbox"/> Non-owned Automobile <input type="checkbox"/> Garage Liability <input checked="" type="checkbox"/> DEFENSE OUTSIDE THE LIMIT	<input type="checkbox"/> Split Limit Bodily Injury Liability \$ each person \$ each accident Property Damage Liability \$ each accident <input checked="" type="checkbox"/> Combined Single Limit \$ 1,000,000. each accident <input type="checkbox"/> Garage Operations \$ Auto only each accident \$ Other than auto each accident \$ Other than auto aggregate
	<input type="checkbox"/> Garagekeepers Liability	\$ each location

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
<p>c) (X) THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT POLICY: DT22C07W503833TCT24 6/3/24 TO 6/3/25</p> <p>(X) DEFENSE OUTSIDE THE LIMIT</p> <p>OR</p> <p>()</p> <p>Retroactive Date</p>	<p>Comprehensive General Liability including</p> <p>(X) Products-Comple- ted Operation Liability</p> <p>() Broad Form Endorsement</p> <p>(X) GENERAL AGGREGATE APPLIES PER PROJECT*</p> <p>()</p> <p>OR</p> <p>Commercial General Liability</p> <p>() Occurrence Form</p> <p>() Claims-Made Form</p> <p>()</p>	<p>() Split Limit</p> <p>Bodily Injury Liability</p> <p>\$2,000,000. each occurrence</p> <p>\$2,000,000. aggregate</p> <p>Property Damage Liability</p> <p>\$1,000,000. each occurrence</p> <p>\$1,000,000. aggregate</p> <p>() Combined Single Limit</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p>OR</p> <p>\$ General Aggre- gate Limit</p> <p>\$ Products-Com- pleted Opera- tion Aggre- gate Limit</p> <p>\$ Personal and Advertising Injury Limit</p> <p>\$ Each Occurrence Limit</p>
<p>d)</p>		

**EXCESS LIABILITY POLICY
FORMS AND ENDORSEMENTS SCHEDULE**

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added* or ST Date Deleted	Form Description
1.	IL7268	0909	IN WITNESS CLAUSE
2.	IL7324	0721	GLOBAL SANCTION ENDORSEMENT
3.	GAI6003	0697	SCHEDULE A-SCHED/UNDERLYING POLICY
4.	GAI6005	0697	NAMED INSURED
5.	GAI6158	0210	CA CHANGES
6.	GAI6473	0108	DISC PURSUANT TERR RISK ACT REJECTN
7.	TAU9501	1197	EXCESS LIABILITY POLICY DECLARATION
8.	TAU9500	1197	EXCESS LIABILITY POLICY
9.	GAI6590	1207	EXCL - EMPLOYMENT RELATED PRACTICES
10.	GAI6639	1102	WAR OR TERRORISM EXCLUSION
11.	GAI6650	0303	WAR LIABILITY EXCLUSION
12.	GAI6663	0814	EXCLUSION - ORGANIC PATHOGENS
13.	GAI6774	1213	EXCL-REC&DIST OF MAT/INF IN VIO/COM
14.	GAI6782	0714	EXCLUSN - ACCESS/DISCLOSURE
15.	TAU9516	1197	CARE/CUST/CNTRL EXCL-REAL/PERS PROP
16.	TAU9519	1197	CROSS SUITS EXCLUSION
17.	TAU9527	1197	ERISA EXCLUSION
18.	TAU9536	1197	INTELLECTUAL PROPERTY EXCL
19.	TAU9539	1197	LEAD LIABILITY EXCLUSION
20.	TAU9553	1197	POLLUTION EXCLUSION - TOTAL
21.	TAU9568	1197	PROFESSIONAL LIA EXCL
22.	TAU9569	1197	PUNITIVE/EXEMPLARY DAMAGES EXCL

*If not at inception

**EXCESS LIABILITY POLICY
FORMS AND ENDORSEMENTS SCHEDULE**

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added* or ST Date Deleted	Form Description
1.	TAU9583	1197	UNIMPAIRED AGGREGATE ENDT
2.	TAU9999	1197	GENERAL ENDORSEMENT
3.	TAU9999	1197	GENERAL ENDORSEMENT
4.	TAU9999	1197	GENERAL ENDORSEMENT
5.	TAU9999	1197	GENERAL ENDORSEMENT
6.	TAU9999	1197	GENERAL ENDORSEMENT
7.	TAU9999	1197	GENERAL ENDORSEMENT
8.	TAU9999	1197	GENERAL ENDORSEMENT
9.	TAU9999	1197	GENERAL ENDORSEMENT
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*If not at inception

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED LIMITATION ENDORSEMENT
(ADDITIONAL INSURED LIMITATION)

THE FOLLOWING IS ADDED TO SECTION V. - DEFINITIONS:

"INSURED" MEANS EACH OF THE FOLLOWING, TO THE EXTENT SET FORTH:

1. THE NAMED INSURED MEANING:

A. ANY PERSON OR ORGANIZATION LISTED IN ITEM 1. OF THE DECLARATIONS, AND ANY COMPANY OF WHICH YOU OWN MORE THAN 50%, AS OF THE EFFECTIVE DATE OF THIS POLICY.

B. ANY ORGANIZATION YOU NEWLY ACQUIRE OR FORM, OTHER THAN A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY, AND OVER WHICH YOU MAINTAIN OWNERSHIP OR MAJORITY INTEREST, WILL QUALIFY TO BE A NAMED INSURED. HOWEVER,

(1) COVERAGE UNDER THIS ENDORSEMENT IS AFFORDED ONLY UNTIL THE 90TH DAY AFTER YOU ACQUIRE OR FORM THE ORGANIZATION OR THE END OF THE POLICY PERIOD, WHICHEVER IS EARLIER;

(2) COVERAGE DOES NOT APPLY TO "LOSS" THAT OCCURRED BEFORE YOU ACQUIRED OR FORMED THE ORGANIZATION; AND

(3) COVERAGE APPLIES ONLY IF THE ORGANIZATION IS INCLUDED UNDER THE COVERAGE PROVIDED BY THE POLICIES LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN FOR NO BROADER COVERAGE

THAN IS PROVIDED UNDER SUCH UNDERLYING POLICIES.

2. IF YOU ARE AN INDIVIDUAL, YOU AND YOUR SPOUSE, BUT ONLY WITH RESPECT TO THE CONDUCT OF A BUSINESS OF WHICH YOU ARE THE SOLE OWNER AS OF THE EFFECTIVE DATE OF THIS POLICY.

3. IF YOU ARE A PARTNERSHIP OR JOINT VENTURE, THE PARTNERS OR MEMBERS AND THEIR SPOUSES BUT ONLY AS RESPECTS THE CONDUCT OF YOUR BUSINESS.

4. IF YOU ARE A LIMITED LIABILITY COMPANY, THE MEMBERS OR MANAGERS BUT ONLY AS RESPECTS THE CONDUCT OF YOUR BUSINESS.

5. ANY PERSON OR ORGANIZATION, OTHER THAN THE NAMED INSURED, INCLUDED AS AN ADDITIONAL INSURED SOLELY BY VIRTUE OF AN "INSURED CONTRACT", AND TO WHICH COVERAGE IS PROVIDED BY THE UNDERLYING INSURANCE AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY THE UNDERLYING INSURANCE TO SUCH ADDITIONAL INSURED. THE LIMITS OF INSURANCE APPLICABLE TO THE ADDITIONAL INSURED ARE THE LESSER OF THOSE SPECIFIED IN THE DECLARATIONS OF THIS POLICY OR THOSE SPECIFIED IN THE "INSURED CONTRACT" LESS THE

APPLICABLE UNDERLYING INSURANCE. THE LIMITS OF INSURANCE APPLICABLE TO THE ADDITIONAL INSURED ARE INCLUDED WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS.

6. ANY OF YOUR PARTNERS, EXECUTIVE OFFICERS, DIRECTORS, OR EMPLOYEES BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES.

HOWEVER, THE COVERAGE GRANTED BY THIS PROVISION 6. DOES NOT APPLY TO THE OWNERSHIP, MAINTENANCE, USE, LOADING OR UNLOADING OF ANY AUTOS, AIRCRAFT, OR WATERCRAFT UNLESS SUCH COVERAGE IS INCLUDED UNDER THE POLICIES LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE AND FOR NO BROADER COVERAGE THAN IS PROVIDED UNDER SUCH UNDERLYING POLICIES.

EMPLOYEES INCLUDE "LEASED WORKERS" BUT NOT "TEMPORARY WORKERS." "LEASED WORKERS" ARE LEASED TO YOU BY A LABOR LEASING FIRM UNDER AN AGREEMENT BETWEEN YOU AND THE LABOR LEASING FIRM TO PERFORM RELATED DUTIES TO THE CONDUCT OF YOUR BUSINESS. "LEASED WORKERS" ARE NOT "TEMPORARY WORKERS." "TEMPORARY WORKERS" ARE PERSONS

FURNISHED TO YOU TO SUBSTITUTE FOR PERMANENT EMPLOYEES ON LEAVE OR TO MEET SEASONAL OR SHORT-TERM WORKLOAD CONDITIONS.

7. ANY PERSON, OTHER THAN ONE OF YOUR EMPLOYEES, OR ORGANIZATION WHILE ACTING AS YOUR REAL ESTATE MANAGER.

8. ANY PERSON (OTHER THAN YOUR PARTNERS, EXECUTIVE OFFICERS, DIRECTORS, STOCKHOLDERS OR EMPLOYEES) OR ORGANIZATIONS WITH RESPECT TO ANY AUTO OWNED BY YOU, LOANED TO YOU OR HIRED BY YOU OR ON YOUR BEHALF AND USED WITH YOUR PERMISSION.

HOWEVER, THE COVERAGE GRANTED BY THIS PROVISION 8. DOES NOT APPLY TO ANY PERSON USING AN AUTO WHILE WORKING IN A BUSINESS THAT SELLS, SERVICES, REPAIRS OR PARKS AUTOS UNLESS YOU ARE IN THAT BUSINESS.

9. NO PERSON OR ORGANIZATION IS AN INSURED WITH RESPECT TO THE CONDUCT OF ANY CURRENT OR PAST PARTNERSHIP OR JOINT VENTURE THAT IS NOT SHOWN AS A NAMED INSURED IN THE DECLARATIONS.

AS USED IN THIS ENDORSEMENT, "INSURED CONTRACT" MEANS ANY ORAL OR WRITTEN CONTRACT OR AGREEMENT ENTERED INTO BY YOU AND PERTAINING TO YOUR BUSINESS UNDER WHICH YOU ASSUME THE "TORT LIABILITY" OF ANOTHER PARTY TO PAY FOR "LOSS" FOR INJURY OR DAMAGES TO A THIRD PERSON OR ORGANIZATION,

PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.

"TORT LIABILITY" MEANS A CIVIL LIABILITY THAT WOULD BE IMPOSED BY LAW IN THE ABSENCE OF ANY CONTRACT OR AGREEMENT.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURING AGREEMENT
KNOWN INJURY OR DAMAGE AND DEFINITION OF "OCCURRENCE"

SECTION I - COVERAGE IS DELETED AND REPLACED BY THE FOLLOWING:

I. COVERAGE

A) WE WILL PAY ON BEHALF OF THE INSURED "LOSS" CAUSED BY AN "OCCURRENCE" IN EXCESS OF THE UNDERLYING LIMITS OF INSURANCE SHOWN IN ITEM 5. OF THE DECLARATIONS, BUT ONLY UP TO AN AMOUNT NOT EXCEEDING THE COMPANY'S LIMITS OF INSURANCE AS SHOWN IN ITEM 4. OF THE DECLARATIONS. EXCEPT FOR THE TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS OF THIS POLICY, THE COVERAGE PROVIDED BY THIS POLICY WILL FOLLOW THE FIRST UNDERLYING INSURANCE POLICY, AS SHOWN IN ITEM 5. OF THE DECLARATIONS.

THE INCLUSION OR ADDITION HEREUNDER OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE COMPANY'S LIMITS OF INSURANCE BEYOND THAT SET FORTH IN ITEM 4. OF THE DECLARATIONS.

WE WILL BE FURNISHED A COMPLETE COPY OF THE FIRST UNDERLYING INSURANCE POLICY DESCRIBED IN ITEM 5. OF THE DECLARATIONS.

B) THIS INSURANCE APPLIES TO "LOSS" ONLY IF:

(1) PRIOR TO THE POLICY PERIOD, NO INSURED KNEW THAT THE "LOSS" HAD OCCURRED, IN WHOLE OR IN PART. IF ANY INSURED KNEW, PRIOR TO THE POLICY PERIOD, THAT THE "LOSS" OCCURRED, THEN ANY CONTINUATION, CHANGE OR RESUMPTION OF SUCH "LOSS" DURING OR AFTER THE POLICY PERIOD WILL BE DEEMED TO HAVE BEEN KNOWN PRIOR TO THE POLICY PERIOD.

C) "LOSS" WHICH OCCURS DURING THE POLICY PERIOD AND WAS NOT , PRIOR TO THE POLICY PERIOD, KNOWN TO HAVE OCCURRED BY ANY INSURED, INCLUDES ANY CONTINUATION, CHANGE OR RESUMPTION OF THAT "LOSS" AFTER THE POLICY PERIOD.

D) "LOSS" WILL BE DEEMED TO HAVE BEEN KNOWN TO HAVE OCCURRED AT THE EARLIEST TIME WHEN ANY INSURED:

1. REPORTS ALL, OR ANY PART, OF THE "LOSS" TO US OR ANY OTHER INSURER;
2. RECEIVES A WRITTEN OR VERBAL DEMAND OR CLAIM FOR DAMAGES BECAUSE OF THE "LOSS"; OR
3. BECOMES AWARE BY ANY OTHER MEANS THAT THE "LOSS" HAS OCCURRED OR HAS BEGUN TO OCCUR.

SECTION V - DEFINITIONS IS DELETED AND REPLACED BY THE FOLLOWING:

V. DEFINITIONS

A. "LOSS" MEANS THOSE SUMS WHICH YOU ARE LEGALLY OBLIGATED TO PAY AS DAMAGES, AFTER MAKING PROPER DEDUCTIONS FOR ALL RECOVERIES AND SALVAGE.

B. "OCCURRENCE" MEANS:

1. AS RESPECTS "BODILY INJURY" OR "PROPERTY DAMAGE", AN ACCIDENT, INCLUDING CONTINUOUS OR REPEATED EXPOSURE TO SUBSTANTIALLY THE SAME GENERAL HARMFUL CONDITIONS;
2. AS RESPECTS "PERSONAL INJURY", AN OFFENSE ARISING OUT OF THE BUSINESS OF ANY "INSURED" THAT

RESULTS IN "PERSONAL INJURY." ALL DAMAGES THAT ARISE FROM THE SAME OR RELATED INJURIOUS MATERIAL OR ACTS WILL BE CONSIDERED AS ARISING OUT OF ONE "OCCURRENCE", REGARDLESS OF THE FREQUENCY OR REPETITION THEREOF, THE NUMBER AND KIND OF MEDIA USED AND THE NUMBER OF CLAIMANTS;

3. AS RESPECTS "ADVERTISING INJURY", AN OFFENSE COMMITTED IN THE COURSE OF ADVERTISING YOUR GOODS, PRODUCTS AND SERVICES THAT RESULTS IN "ADVERTISING INJURY". ALL DAMAGES THAT ARISE FROM THE SAME OR RELATED INJURIOUS MATERIAL OR ACTS WILL BE CONSIDERED AS ARISING OUT OF ONE "OCCURRENCE", REGARDLESS OF THE FREQUENCY OR REPETITION THEREOF, THE NUMBER AND KIND OF MEDIA USED AND THE NUMBER OF CLAIMANTS.

C. "BODILY INJURY" MEANS PHYSICAL INJURY, SICKNESS, OR DISEASE, INCLUDING DEATH OF A PERSON. "BODILY INJURY" ALSO MEANS MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK IF DIRECTLY RESULTING FROM PHYSICAL INJURY, SICKNESS, OR DISEASE TO THAT PERSON.

D. "PROPERTY DAMAGE" MEANS:

1. PHYSICAL INJURY TO TANGIBLE PROPERTY, INCLUDING ALL RESULTING LOSS OF USE OF THAT PROPERTY. ALL SUCH LOSS OF USE WILL BE DEEMED TO OCCUR AT THE TIME OF THE PHYSICAL INJURY THAT CAUSED IT; OR

2. LOSS OF USE OF TANGIBLE PROPERTY THAT IS NOT PHYSICALLY INJURED. ALL SUCH LOSS WILL BE DEEMED TO OCCUR AT THE TIME OF THE "OCCURRENCE" THAT CAUSED IT.

E. "PERSONAL INJURY" MEANS INJURY, INCLUDING CONSEQUENTIAL "BODILY INJURY", THAT IS OTHER THAN "ADVERTISING INJURY" AND ARISES OUT OF ONE OR MORE OF THE FOLLOWING OFFENSES DURING THE POLICY PERIOD:

1. FALSE ARREST, DETENTION, OR IMPRISONMENT;

2. MALICIOUS PROSECUTION;

3. THE WRONGFUL EVICTION FROM, WRONGFUL ENTRY INTO, OR INVASION OF THE RIGHT OF PRIVATE OCCUPANCY OF A ROOM, DWELLING OR PREMISES THAT A PERSON OCCUPIES, COMMITTED BY OR ON BEHALF OF ITS OWNER, LANDLORD OR LESSOR;

4. ORAL, WRITTEN, TELEVISED, VIDEOTAPED, OR ELECTRONIC PUBLICATION OF MATERIAL THAT SLANDERS OR LIBELS A PERSON OR ORGANIZATION OR DISPARAGES A PERSON'S OR ORGANIZATION'S GOODS, PRODUCTS, OR SERVICES;

5. ORAL, WRITTEN, TELEVISED, VIDEOTAPED, OR ELECTRONIC PUBLICATION OF MATERIAL THAT VIOLATES A PERSON'S RIGHT OF PRIVACY; OR

6. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK, IF DIRECTLY RESULTING FROM ITEMS E.1. THROUGH E.5. OF THIS DEFINITION.

F. "ADVERTISING INJURY" MEANS INJURY, INCLUDING CONSEQUENTIAL "BODILY INJURY," ARISING SOLELY OUT OF ADVERTISING ACTIVITIES OF ANY "INSURED" AS A RESULT OF ONE OR MORE OF THE FOLLOWING OFFENSES DURING THE POLICY PERIOD:

1. ORAL, WRITTEN, TELEVISED, VIDEOTAPED, OR ELECTRONIC PUBLICATION OF MATERIAL THAT SLANDERS OR LIBELS A PERSON OR ORGANIZATION OR DISPARAGES A PERSON'S OR ORGANIZATION'S GOODS, PRODUCTS, OR SERVICES;

2. ORAL, WRITTEN, TELEVISED, VIDEOTAPED, OR ELECTRONIC PUBLICATION OF MATERIAL THAT VIOLATES A PERSON'S RIGHT OF PRIVACY;

3. THE USE OF ANOTHER'S ADVERTISING IDEA IN YOUR "ADVERTISEMENT";

4. INFRINGING UPON ANOTHER'S COPYRIGHT, TRADE DRESS OR SLOGAN IN YOUR "ADVERTISEMENT"; OR

5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK, IF DIRECTLY RESULTING FROM ITEMS F.1. THROUGH F.4. OF THIS DEFINITION.

G. "ADVERTISEMENT" MEANS A NOTICE THAT IS BROADCAST OR PUBLISHED TO THE GENERAL PUBLIC OR SPECIFIC MARKET SEGMENTS ABOUT YOUR GOODS, PRODUCTS OR SERVICES FOR THE PURPOSE OF ATTRACTING CUSTOMERS OR SUPPORTERS.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMITATION ENDORSEMENT

SECTION II.B.2. IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

2. THE AGGREGATE LIMIT SHOWN IN ITEM 4. OF THE DECLARATIONS IS THE MOST WE WILL PAY ON YOUR BEHALF FOR ALL "LOSS" THAT IS SUBJECT TO AN AGGREGATE LIMIT PROVIDED BY THE FIRST UNDERLYING INSURANCE POLICY.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT SUMMARY

LISTED BELOW ARE THE TITLE AND NUMBER OF PAGES FOR EACH GENERAL ENDORSEMENT (TAU 9999 ED. 11/97) INCLUDED IN THIS POLICY AND LISTED IN THE FORMS AND ENDORSEMENTS SCHEDULE (TAU 9997 ED. 11/97):

1. CONTRACTOR'S LIMITATION ENDORSEMENT (FORM B)
2. AMENDMENT OF INSURING AGREEMENT-KNOWN INJURY OR DAMAGE AND DEFINITION OF "OCCURRENCE"
3. EXCLUSION-UNINSURED/UNDERINSURED MOTORISTS OR NO FAULT
4. ELECTRONIC DATA LIABILITY EXCLUSION
5. RESIDENTIAL CONSTRUCTION EXCLUSION
6. AGGREGATE LIMITATION ENDORSEMENT
7. PERFLUORINATED/POLYFLUORINATED SUBSTANCES (PFAS) EXCLUSION
8. NAMED INSURED LIMITATION ENDORSEMENT
(ADDITIONAL INSURED LIMITATION)
9. EMPLOYERS LIABILITY LIMITATION ENDORSEMENT
10. WILDFIRE EXCLUSION
11. INJURY TO TEMPORARY, VOLUNTEER, OR CASUAL WORKER EXCLUSION

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S LIMITATION ENDORSEMENT (FORM B)

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV - EXCLUSIONS:

I. A. ANY "LOSS" ASSUMED BY ANY INSURED UNDER ANY CONTRACT OR AGREEMENT;

B. ANY "LOSS" FOR PROPERTY DAMAGE ARISING OUT OF:

(1) BLASTING OR EXPLOSION OTHER THAN THE EXPLOSION OF AIR OR STEAM VESSELS, PIPING UNDER PRESSURE, PRIME MOVERS, MACHINERY OR POWER TRANSMITTING EQUIPMENT; OR

(2) THE COLLAPSE OF OR STRUCTURAL INJURY TO ANY BUILDING OR STRUCTURE DUE TO (i) GRADING OF LAND, EXCAVATION, BURROWING, FILLING OR BACK-FILLING, TUNNELING, PILE DRIVING, COFFER-DAM WORK OR CAISSON WORK FOR (ii) MOVING, SHORING, UNDERPINNING, RAZING OR DEMOLITION OF ANY BUILDING OR STRUCTURE, OR REMOVAL OR REBUILDING OF ANY STRUCTURAL SUPPORT THEREOF; OR

(3) INJURY TO OR DESTRUCTION OF WIRES, CONDUITS, PIPES, MAINS, SEWERS, TANKS, TUNNELS, ANY SIMILAR PROPERTY, AND ANY APPARATUS IN CONNECTION THEREWITH, BENEATH THE SURFACE OF THE GROUND OR WATER, CAUSED BY AND OCCURRING DURING THE USE OF MECHANICAL EQUIPMENT FOR THE PURPOSE OF GRADING LAND, PAVING, EXCAVATING, DRILLING, BURROWING, FILLING, BACK-FILLING, OR PILE DRIVING;

UNLESS SUCH "LOSS" IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS LISTED IN THE SCHEDULE OF UNDERLYING POLICIES, FOR THE FULL AMOUNT SHOWN THEREIN, AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

II. ANY "LOSS" ARISING OUT OF:

A. ANY PROJECT INSURED UNDER A WRAP-UP OR ANY SIMILAR RATING PLAN;

B. JOINT VENTURE OR PARTNERSHIP OF WHICH THE INSURED IS A MEMBER OR PARTNER AND WHICH IS NOT DESIGNATED AS A NAMED INSURED IN THE DECLARATIONS PAGE OF THE FIRST UNDERLYING INSURANCE POLICY DESCRIBED IN ITEM 5. OF THE DECLARATIONS PAGE OF THIS POLICY;

C. THE RENDERING OF OR THE FAILURE TO RENDER ANY PROFESSIONAL SERVICES BY OR FOR THE INSURED, INCLUDING BUT NOT LIMITED TO:

(1) THE PREPARING, APPROVING, OR FAILING TO PREPARE OR APPROVE, MAPS, SHOP DRAWINGS, OPINIONS, REPORTS, SURVEYS, FIELD ORDERS, CHANGE ORDERS OR DRAWINGS AND SPECIFICATIONS; AND

(2) SUPERVISORY, INSPECTION, ARCHITECTURAL OR ENGINEERING ACTIVITIES.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

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GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION-UNINSURED/UNDERINSURED MOTORISTS OR NO FAULT

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV. - EXCLUSIONS:

ANY "LOSS" ARISING OUT OF ANY OBLIGATION OF THE "INSURED" UNDER A NO FAULT,
UNINSURED MOTORIST OR UNDERINSURED MOTORISTS LAW, OR ANY SIMILAR LAW,
REGULATION OR ORDINANCE.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - RESIDENTIAL CONSTRUCTION

THE FOLLOWING IS ADDED TO SECTION IV - EXCLUSIONS:

ANY AND ALL CLAIMS, INCLUDING DEFENSE EXPENSES, FOR ANY "LOSS" ARISING OUT OF, RELATED TO, CAUSED BY, OR ASSOCIATED WITH, IN WHOLE OR IN PART, ANY CONSTRUCTION OF RESIDENTIAL PROPERTIES, INCLUDING BUT NOT LIMITED TO SINGLE FAMILY DWELLINGS, DUPLEXES, MULTIPLE FAMILY DWELLINGS, APARTMENTS, CO-OPERATIVE HOUSING, TOWNHOMES OR CONDOMINIUMS FROM CONSTRUCTION ACTIVITIES, REGARDLESS OF WHEN THESE ACTIVITIES OCCURRED.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS LIABILITY LIMITATION ENDORSEMENT

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV - EXCLUSIONS:

ANY LOSS FOR "BODILY INJURY" TO:

A. ANY EMPLOYEE OF ANY INSURED ARISING OUT OF AND IN THE COURSE OF:

- (1) EMPLOYMENT BY ANY INSURED; OR
- (2) PERFORMING DUTIES RELATED TO THE CONDUCT OF ANY INSURED BUSINESS; OR

B. THE SPOUSE, CHILD, PARENT, BROTHER, OR SISTER OF THAT EMPLOYEE AS A CONSEQUENCE OF PARAGRAPH A. ABOVE.

THIS EXCLUSION APPLIES:

- 1. WHETHER ANY INSURED MAY BE LIABLE AS AN EMPLOYER OR IN ANY OTHER CAPACITY; AND
- 2. TO ANY OBLIGATION TO SHARE DAMAGES WITH OR REPAY SOMEONE ELSE WHO MUST PAY DAMAGES BECAUSE OF THE "BODILY INJURY".

FURTHERMORE, THIS EXCLUSION SHALL APPLY EXCEPT TO THE EXTENT THAT:

- (1) A "LOSS" ARISING FROM PARAGRAPHS A. AND B. ABOVE IS ASSUMED BY THE INSURED UNDER AN INSURED CONTRACT AND SUCH INSURANCE IS PROVIDED BY A POLICY LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE, AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY SUCH POLICY, SUBJECT TO THE TERMS, CONDITIONS, AND LIMITATIONS OF THIS POLICY; OR
- (2) EMPLOYERS LIABILITY COVERAGE IS PROVIDED FOR PARAGRAPHS A. AND B. ABOVE BY THE POLICY NUMBER(S) DESCRIBED IN SCHEDULE A BELOW, AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY SUCH POLICY, SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY.

SCHEDULE A

CARRIER NAME: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
POLICY NUMBER: UB-7W504031-24-26-G

AS USED IN THIS ENDORSEMENT, THE TERM "BODILY INJURY" MEANS PHYSICAL INJURY, SICKNESS, OR DISEASE, INCLUDING DEATH OF A PERSON. "BODILY INJURY" ALSO MEANS MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK IF DIRECTLY RESULTING FROM PHYSICAL INJURY, SICKNESS, OR DISEASE TO THAT PERSON.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INJURY TO TEMPORARY, VOLUNTEER, OR CASUAL WORKER EXCLUSION

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV. EXCLUSIONS:

ANY "LOSS" BASED UPON, ARISING OUT OF OR IN ANY WAY RELATED TO "BODILY INJURY" TO ANY:

1. "TEMPORARY WORKER"
2. "VOLUNTEER WORKER"
3. "CASUAL WORKER"; OR
4. THE SPOUSE, CHILD, PARENT, BROTHER, SISTER OR REGISTERED DOMESTIC PARTNER OF THAT WORKER AS A CONSEQUENCE OF 1., 2., OR 3. ABOVE

THIS EXCLUSION APPLIES:

1. WHETHER ANY INSURED MAY BE LIABLE AS AN EMPLOYER OR IN ANY OTHER CAPACITY; AND
2. TO ANY OBLIGATION TO SHARE DAMAGES WITH OR REPAY SOMEONE ELSE WHO MUST PAY DAMAGES BECAUSE OF THE INJURY.

AS USED IN THIS ENDORSEMENT, "TEMPORARY WORKER" MEANS A PERSON WHO IS FURNISHED TO ANY INSURED TO SUBSTITUTE FOR A PERMANENT EMPLOYEE ON LEAVE OR TO MEET SEASONAL OR SHORT-TERM WORKLOAD CONDITIONS; HOWEVER, "TEMPORARY WORKER" DOES NOT INCLUDE A PERSON WHO IS FURNISHED TO ANY INSURED BY A LABOR UNION TO SUBSTITUTE FOR A PERMANENT EMPLOYEE ON LEAVE OR TO MEET SEASONAL OR SHORT-TERM WORKLOAD CONDITIONS.

AS USED IN THIS ENDORSEMENT, "VOLUNTEER WORKER" MEANS A PERSON WHO IS NOT YOUR EMPLOYEE AND WHO DONATES HIS OR HER WORK AND ACTS AT THE DIRECTION OF AND WITHIN THE SCOPE OF DUTIES DETERMINED BY YOU, AND IS NOT PAID A FEE, SALARY OR OTHER COMPENSATION BY YOU OR ANYONE ELSE FOR THEIR WORK PERFORMED FOR YOU.

AS USED IN THIS ENDORSEMENT, "CASUAL WORKER" MEANS:

1. A PERSON, OTHER THAN A PERSON FURNISHED TO YOU BY A LABOR UNION, WHO ACTS AT THE DIRECTION OF AND WITHIN THE SCOPE OF DUTIES DETERMINED BY ANY INSURED, AND IS EMPLOYED BY ANY INSURED FOR A SHORT TIME AND FOR A LIMITED AND TEMPORARY PURPOSE; OR
2. A PERSON FOR WHOM ANY INSURED, OR LABOR LEASING FIRM ACTING ON BEHALF OF ANY INSURED, DOES NOT WITHHOLD FEDERAL INCOME TAXES AND PAY FEDERAL UNEMPLOYMENT TAX.

AS USED IN THIS ENDORSEMENT, THE TERM "BODILY INJURY" MEANS PHYSICAL INJURY, SICKNESS, OR DISEASE, INCLUDING DEATH OF A PERSON. "BODILY INJURY" ALSO MEANS MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK IF DIRECTLY RESULTING FROM PHYSICAL INJURY, SICKNESS, OR DISEASE TO THAT PERSON.

WE SHALL HAVE NO DUTY TO INVESTIGATE, DEFEND OR INDEMNIFY ANY INSURED AGAINST ANY LOSS, CLAIM, SUIT, DEMAND, FINE OR OTHER PROCEEDING ALLEGING INJURY OR DAMAGES OF ANY KIND, TO INCLUDE BUT NOT TO BE LIMITED TO "BODILY INJURY" TO WHICH THIS ENDORSEMENT APPLIES.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.



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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

GREAT AMERICAN INSURANCE COMPANY
301 E. FOURTH STREET
CINCINNATI, OH 45202-4201
800-545-4269

Old Company Names	Effective Date
AMERICAN CONTINENTAL INSURANCE COMPANY	12/06/1976
MANUFACTURERS & MERCHANTS INDEMNITY CO.	09/05/1956
SELECTIVE INSURANCE COMPANY	06/15/1972

Agent For Service

William Huser
 7801 Folsom Blvd.
 Suite 202
 Sacramento CA 95826

Reference Information

NAIC #:	16691
California Company ID #:	1301-1
Date Authorized in California:	10/17/1945
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	OHIO

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NAIC Group List

NAIC Group #: **0084** American 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](#).

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