

FORM APPROVED COUNTY COUNSEL  
BY: PH Victor 6/4/13  
DATE

FISCAL PROCEDURES APPROVED  
BY: Samuel Wong 6/4/13  
SAMUEL WONG

Dep't Recomm.:  Consent  Policy  
Per Exec. Ofc.:  Consent  Policy

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

837



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
June 6, 2013

**SUBJECT:** Indio Larson Justice Center Courtrooms Remodel – Approval of Construction Agreement

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

1. Grant the low bidder, Doug Wall Construction, Inc., relief from its bid without penalty due to clerical error;
2. Waive any minor irregularities in the bid and award the construction agreement between the County of Riverside and Lifetime Industries, Inc., dba Parkwest Construction Co., of Redlands, California, in the amount of \$1,579,500 and authorize the Chairman of the Board to execute the agreement on behalf of the county;

Continued)

Christopher Hans  
**REVIEWED BY CIP**  
Christopher Hans

Robert Field  
Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 350,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY2012/13

**COMPANION ITEM ON BOARD AGENDA:** No

<b>SOURCE OF FUNDS:</b> Eastern Region Detention Center Project Budget	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY: Jennifer L. Sargent  
County Executive Office Signature

2013 JUN 11 PM 3:03  
RECEIVED RIVERSIDE COUNTY

3-17

**Prev. Agn. Ref.:** 3-14 of 04/09/13 | **District:** 4/4 | **Agenda Number:**

**RECOMMENDED MOTION:** (Continued)

3. Approve a \$448,250 deductive adjustment to the project budget; and
4. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies.

**BACKGROUND:**

On April 9, 2013, the Board of Supervisors approved the plans and specifications, approved a total project budget, and authorized the Assistant County Executive Officer/EDA to submit the contract for award to the lowest responsible bidder to the Chairman of the Board for execution provided that if any of the following occur, the award will be submitted to the Board for action: there is a bid protest, the lowest bid exceeds the estimated construction budget, the low bidder is disqualified, two or more bids are the same and are the lowest, or a bidder requests relief from its bid due to an error for the Indio Larson Justice Center Courtrooms Remodel project. On April 29, 2013, 21 contractors attended a mandatory job walk for the Indio Larson Justice Center Courtrooms Remodel project. On May 16, 2013, a bid opening was conducted and Doug Wall Construction, Inc. (DWCI) was determined to be the lowest responsive and responsible bidder in the amount of \$1,433,169.

On May 20, 2013, the County of Riverside received a letter from DWCI, in reference to the bid proposal they submitted for the Indio Larson Justice Center Courtrooms Remodel project. DWCI formally requested their bid proposal be withdrawn due to clerical calculation errors. The Economic Development Agency (EDA) project staff and County Counsel have reviewed and approved the documents from DWCI to withdraw their bid and determined they were within the timeline and had provided sufficient information of their errors per the Public Contract Code. EDA asks that the Board of Supervisors relieve Doug Wall Construction, Inc. from their bid proposal, pursuant to Public Contract Code Section 5100 et seq., waive any minor irregularities in the bid from Lifetime Industries, Inc., dba Parkwest Construction Co. (PCC), and award the bid to PCC in the amount of \$1,579,500.

**PROJECT BUDGET:**

The approximate allocation of the budget adjustment is as follows:

Design/Consultant	338,500
Construction	1,692,500
Specialty Inspections/Testing	45,000
County Inspections	75,000
Real Property	4,000
Project Management/Reproduction	119,773
Furniture Fixtures and Equipment	45,000
Project Contingency	231,977
<b>Revised Project Budget</b>	<b>\$2,551,750</b>

(Continued)

**BACKGROUND:** (Continued)

Expenditures for FY 2012/13 are estimated at \$350,000 and expenditures for FY 2013/14 are estimated at \$2,201,750. All costs associated with this project will be fully funded through the Eastern Region Detention Center Project Budget, thus no net county costs will be incurred.

Attachment:

Construction Agreement



**STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN  
COUNTY AND CONTRACTOR**

by and between

**LIFETIME INDUSTRIES, INC.  
DBA: PARKWEST CONSTRUCTION COMPANY**

(the "Contractor")

And

**THE COUNTY OF RIVERSIDE**

(the "County")

FOR:

**INDIO LARSON JUSTICE CENTER COURTROOMS REMODEL  
PROJECT NO.: FM08110000277**

**46200 OASIS STREET, INDIO, CA 92201**

**STANDARD FORM OF CONSTRUCTION CONTRACT**  
**BETWEEN COUNTY AND CONTRACTOR**

**THIS STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR** ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and Lifetime Industries, Inc. dba: Parkwest Construction, Co., a general contractor ("Contractor") whose principal place of business is located at 720 N. Eureka Street, Redlands, CA 92374.

**ARTICLE 1**  
**DEFINITIONS**

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context in which they are used.

**ARTICLE 2**  
**PERFORMANCE OF WORK**

**2.1 SCOPE OF WORK**

Contractor shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**2.2 STANDARD OF PERFORMANCE**

In addition to and without limiting Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

**2.2.1** the requirements of the Contract Documents;

**2.2.2** the requirements and conditions of Applicable Laws;

**2.2.3** the standard of care applicable to those who provide construction of the type called for by this Construction Contract for projects of a scope and complexity comparable to the Project;

**2.2.4** Contractor shall furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

**2.2.5** Contractor shall apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Price and Contract Time.

**ARTICLE 3  
CONTRACT TIME**

**3.1 CONTRACT TIME**

**3.1.1 Substantial Completion.** Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred (100) Days after the Date of Commencement.

**3.1.2 Final Completion.** Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than Fourteen (14) Days after the actual occurrence of Substantial Completion.

**3.1.3 Contract Adjustments.** The Contract Time shall be extended or shortened only in accordance with the provisions of the Contract Documents governing Contract Adjustments to the Contract Time.

**3.2 LIQUIDATED DAMAGES TO COUNTY**

**3.2.1 County's Right.** County and Contractor acknowledge that if Contractor fails to Substantially Complete the Work within the Contract Time for Substantial Completion, County will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the assessment and recovery by County of liquidated damages under this Section 3.2.

**3.2.2 Per Diem Rate.** If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of One Thousand Dollars (\$1,000.00) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.

**3.2.3 Adjustment for Extensions of Time.** Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, liquidated damages shall not be charged to Contractor for a period of time for which the Contractor is entitled under the Contract Documents to a Contract Adjustment to the Contract Time for Substantial Completion.

**3.2.4 Partial Completion.** The liquidated damages provided for under this Section 3.2 shall not be reduced or apportioned: (1) for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work; or (2) if portions of the Work are deleted pursuant to (a) the County's right to order Deleted Work; or (b) a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default.

**3.2.5 Remedies.** County may deduct any liquidated damages payable under this Section 3.2 from money due or to become due to Contractor under the Contract Documents, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety.

**3.2.6 Not a Limitation.** County's rights under this Section 3.2 shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an Event of Contractor Default other than a failure to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion; or (2) County's right to order an acceleration, at Contractor's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which County has the right to assess liquidated damages under this Section 3.2.

**3.3. LIQUIDATED DAMAGES TO CONTRACTOR**

**3.3.1 Contractor's Right.** County and Contractor acknowledge and agree that if Contractor is unable due to Compensable Delay to actually achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, Contractor and its affected Subcontractors will suffer Losses that would be both extremely difficult and

impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by County to Contractor of liquidated damages under this Section 3.3.

**3.3.2 Daily Rate.** Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of One Thousand Dollars (\$1,000.00) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

**3.3.3 Payment by County.** A Change Order or Unilateral Change Order setting forth a Contract Adjustment to the Contract Price for liquidated damages permitted by this Section 3.3 shall be executed following, and not before, actual Substantial Completion and prior to or contemporaneously with Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the County's rights of withholding payment to Contractor as permitted elsewhere in the Contract Documents or under Applicable Laws, any amounts due to the Contractor under this Section 3.3 shall be payable as part of, and not prior to the due date for payment of, Final Payment to Contractor.

**3.3.4 Deleted Work.** A Contract Adjustment shall be made pursuant to Subparagraph 8.2.6.2 of the General Conditions reducing the Contract Price and Contract Time in the event that the Contract Time is shortened due to (1) Deleted Work; or (2) a termination by County of a portion of the Construction Contract for convenience or due to an Event of Contractor Default.

**3.3.5 Termination.** County shall have no liability to Contractor to pay any liquidated damages under this Section 3.3, nor shall County have any other liability to Contractor or any Subcontractor for any Loss due to Delay (including, without limitation, Compensable Delay) in the event the Construction Contract is wholly terminated (whether such termination is a termination for cause by County or Contractor or a termination for convenience by County) at any time prior to expiration of the Contract Time for Substantial Completion set forth in Paragraph 3.1.1, above.

**3.3.6 Exclusive Remedy.** Liquidated damages payable by County under this Section 3.3 constitute the Contractor's sole and exclusive right and remedy for recovery from County of Losses to Contractor and its Subcontractors, of every Tier, that are attributable to Compensable Delay, regardless of the cause, duration or timing of the Compensable Delay and no other Contract Adjustment, or other form of compensation or reimbursement, of any kind, shall be made to Contractor or any Subcontractor, of any Tier, for any Loss resulting, directly or indirectly, from, or attributable to, any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration not authorized by County in writing to overcome Excusable Delay; or (3) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect.

**3.3.7 WAIVER BY CONTRACTOR.**

**CONTRACTOR WAIVES THE RIGHT TO FURTHER RECOURSE OR RECOVERY OF COSTS OR DAMAGES BY REASON OF OR RELATED TO ANY DELAY (INCLUDING, WITHOUT LIMITATION, COMPENSABLE DELAY) THAT IS IN EXCESS OF OR NOT RECOVERED BY CONTRACTOR AS PART OF THE LIQUIDATED DAMAGES PAYABLE TO CONTRACTOR UNDER THIS SECTION 3.3.**

**ARTICLE 4  
CONTRACTOR COMPENSATION**

**4.1 CONTRACT PRICE**

**4.1.1 Contract Price.** County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of One Million Five Hundred Seventy Nine Five Hundred Dollars (\$1,579,500).

**4.1.2 Basis.** The Contract Price set forth in Paragraph 4.1.1, above, is based on the Bid submitted by Contractor as adjusted for Alternates accepted by County as set forth in Section 4.2, below.

**4.1.3 Adjustments.** The Contract Price is only subject to adjustment as permitted by the General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.

**4.1.4 All-Inclusive Price.** The Contract Price as adjusted for Contract Adjustment permitted by the Contract Documents is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses, foreseeable or unforeseeable, arising out of or related to past, present or future circumstances within or outside the control of the Contractor or its Subcontractors affecting the time or cost of performing the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and unforeseen fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally).

**4.2 ALTERNATES**

The Contract Price includes the following Alternates, which are described in the Contract Documents and are hereby accepted by County:

Number	Description	Dollar Amount
1	Course of Construction Insurance	\$2,500.00

**4.3 UNIT PRICES**

Unit prices agreed to by County and Contractor are as follows:

Description	Measurement Unit	Dollar Amount

**ARTICLE 5  
ENUMERATION OF CONTRACT DOCUMENTS**

**5.1 LIST OF CONTRACT DOCUMENTS**

The Contract Documents include, without limitation, the following:

**5.1.1 Construction Contract.** The Contract Documents include this executed Standard Form of Construction Contract Between County and Contractor.

**5.1.2 General Conditions.** The Contract Documents include the  General Conditions of the Standard Form of Construction Contract Between County and Contractor (Long Form) or  General Conditions of the Standard Form of Construction Contract Between County and Contractor (Short Form).

**5.1.3 Specifications.** The Contract Documents include the following Specifications:

Title	Date	Divisions
SEE EXHIBIT 'A' WITH TABLE OF CONTENTS FOR SPECIFICATIONS AS APPROVED BY BOARD OF SUPERVISORS ON APRIL 9, 2013 AND INCORPORATED HEREIN.		

**5.1.4 Drawings.** The Contract Documents include the following Drawings dated March, 2013, unless a different date is shown below:



Sheet Number	Title	Date	Pages
SEE EXHIBIT 'B' WITH LIST OF DRAWINGS INCLUDED IN SPECIFICATIONS APPROVED BY BOARD OF SUPERVISORS ON APRIL 9, 2013 AND INCORPORATED HEREIN.			

**5.1.5 Addenda.** The Contract Documents include the following Addenda:

Addendum Number	Title	Date	Pages
1	Addendum A	May 8, 2013	19
2	Addendum B	May 13, 2013	10

**5.1.6 Reference Documents.** The Contract Documents include the following Reference Documents:

Title	Author	Date	Pages

**5.1.7 (NOT USED)**

## ARTICLE 6 SPECIAL REQUIREMENTS

### 6.1 LABOR CODE SECTION 1861 CERTIFICATION

By signing below, Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that he/she/it will comply with such provisions before commencing the performance of the Work.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed four (4) originals of this Construction Contract, on \_\_\_\_\_ [to be filled in by Clerk of the Board].

□

"COUNTY"

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
JOHN J. BENOIT, Chairman  
Board of Supervisors

RECOMMENDED FOR APPROVAL

Charles Walt  
Charles Waltman, Deputy Director

Economic Development Agency

Address:  
Economic Development Agency  
Riverside Centre  
3403 Tenth Street, 4th Floor  
Riverside, CA 92501

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 6/4/13  
MARSHAL VICTOR DATE

"CONTRACTOR"

Lifetime Industries, Inc. dba:  
Parkwest Construction Company

(sign on line above)

By: Ronald G. Moore  
(type name)

Title: President

The following information must be provided concerning the Contractor:

State whether Contractor is corporation, individual, partnership, joint venture or other:  
Corporation

If "other", enter legal form of business:  
N/A

Enter address:  
P.O. Box 790  
Redlands, CA 92373

Telephone: (909) 798-1333

Facsimile: (909) 793-2485

Email: ron@parkwestco.com

Employer State  
Tax ID #: 95-3712759

State Contractor License #: 580133

If Contractor is not an individual or corporation, list names of 4 representatives who have authority to contractually bind Contractor:  
N/A

If Contractor is a corporation, state:  
Name of President: Ronald G. Moore  
Name of Secretary: Ronald G. Moore  
State of Incorporation: California



**NOTEPAD:**

HOLDER CODE  
INSURED'S NAME **Lifetime Industries, Inc.**

**PARKW-1**  
**OP ID: TG1**

PAGE 2  
DATE **05/28/13**

A Waiver of Subrogation applies in favor of the County and all other such additional insureds per attached endorsements in regards to:  
Indio Larson Justice Center Re-Model  
Project No.: FM08110000277

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

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

in the performance of your ongoing operations for the Additional Insured.

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

**B.** With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, 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, change orders or drawings and specifications; or
  - b. supervisory, inspection, architectural or engineering activities.
2. "Bodily injury," or "property damage" occurring after:
  - a. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
  - b. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**Schedule**

**Name of Person or Organization:**

Any person or organization for whom or on whose behalf "you" are performing operations when "you" and such person or organization have agreed in writing in a contract to waive any right of recovery "we" may have against such person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to paragraph 8. **Transfer of Rights of Recovery Against Others to Us** of SECTION IV - **CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

**Unickel & Associates**  
Insurance Agency Lic# 082770  
1811 S. Commercenter West  
San Bernardino, CA 92408  
Phone: 909-890-9707 Fax: 909-890-9237

**Parkwest Construction Inc.**  
Ron Moore  
P. O. Box 790  
Redlands, CA 92373

# MEMO

Page 1

ACCOUNT NO.	OF	DATE
PARKW-1	TG1	05/29/2013
POLICY INFORMATION		
POLICY #		
9039092-2012		
TYPE	EFFECTIVE	EXPIRATION
WC-S	01/01/2013	01/01/2014

Jody

Re: WC WAIVER

Per your request, we have issued the attached Waiver of Subrogation for:

The County of Riverside

As you are aware there is an additional charge for Workers Compensation Waiver of Subrogation that you request. State Fund will calculate the premium with your final audit.

Once again thank you for your insurance business, it is always a pleasure to service your account.

Regards,

**Tammy Gant**



ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION

REP 25  
9039092-13  
RENEWAL  
SP  
2-60-31-72  
PAGE 1

HOME OFFICE  
SAN FRANCISCO

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

EFFECTIVE MAY 28, 2013 AT 12.01 A.M.  
AND EXPIRING JANUARY 1, 2014 AT 12.01 A.M.

LIFETIME INDUSTRIES, INC

PO BOX 790  
REDLANDS, CA 92373

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,  
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND  
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

COUNTY OF RIVERSIDE

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS  
POLICY IN CONNECTION WITH WORK PERFORMED BY,

LIFETIME INDUSTRIES, INC

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN  
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION  
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE  
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH  
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MAY 30, 2013

2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



Project No. FM0811000277

Bond No. 105841531

Premium listed on performance bond

Executed in five originals

## PAYMENT BOND

(Public Work - Civil Code Sections 9550 et seq.)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on \_\_\_\_\_, 20\_\_, has awarded Construction Contract Number \_\_\_\_\_ ("Contract") to the undersigned Lifetime Industries, Inc.\* as Principal ("Principal") to perform the work ("Work") for the following project Indio Larson Justice Center Courtrooms Remodel, Project No.: FM08110000277;  
\*dba Parkwest Construction Company

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

Travelers Casualty and

NOW THEREFORE, we, the Principal and Surety Company of America ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of One Million Five Hundred Seventy Nine Thousand Five Hundred & 00/100 Dollars (\$ 1,579,500.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Date: May 24, 2013

**Affix Seal If Corporation**

Lifetime Industries, Inc. dba:  
Parkwest Construction Company

**(Firm Name - Principal)**

P.O. Box 790  
Redlands, CA 92373

**(Business Address)**

By 

**(Original Signature)**

Ronald G. Moore, President

**(Title)**

Travelers Casualty and Surety Company of America

**Affix Corporate Seal**

**(Corporation Name - Surety)**

One Tower Square, Hartford, CT 06183

**(Business Address)**

By 

**(Signature - Attached Notary's Acknowledgment)**

Stephanie Hoang

**ATTORNEY-IN-FACT**

**(Title-Attach Power of Attorney)**

**Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Bernardino

On May 28, 2013 before me, Joanne Tomsello, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Ronald G. Moore

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Joanne Tomsello  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Payment Bond

Document Date: May 24, 2013 Number of Pages: -2-

Signer(s) Other Than Named Above: Stephanie Hoang

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Ronald G. Moore

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



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On 5/24/13 before me, \_\_\_\_\_  
Date

Barbara Copeland, Notary Public  
Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_

Stephanie Hoang  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Barbara Copeland  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Stephanie Hoang

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



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

PREMIUM IS FOR THE CONTRACT TERM AND IS SUBJECT  
TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Project No. FM08110000277

Bond No. 105841531

Premium: \$17,199.00

Executed in five originals

## PERFORMANCE BOND

(Public Work – Public Contract Code Section 20129 (b))

### KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on \_\_\_\_\_, 20\_\_\_\_, has awarded Construction Contract Number \_\_\_\_\_ ("Contract") to the undersigned Lifetime Industries, Inc.\* as Principal ("Principal") to perform the work ("Work") for the following project: Indio Larson Justice Center Courtrooms Remodel, Project No.: FM08110000277 which Contract is by this reference hereby incorporated herein and made a part hereof; \*dba Parkwest Construction Company

AND, WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and Travelers Casualty and Surety Company of America ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of One Million Five Hundred Seventy Nine Thousand Five Hundred & 00/100 Dollars (\$ 1,579,500.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors

by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Date: May 24, 2013

Lifetime Industries, Inc. dba:  
Parkwest Construction Company

**Affix Seal if Corporation**

(Firm Name – Principal)

P.O. Box 790

Redlands, CA 92373

(Business Address)

By 

(Original Signature)

Ronald G. Moore, President

(Title)

Travelers Casualty and Surety Company of America  
(Corporation Name – Surety)

**Affix Corporate Seal**

One Tower Square, Hartford, CT 06183

(Business Address)

By 

(Signature – Attached Notary's Acknowledgment)

Stephanie Hoang

ATTORNEY-IN-FACT

(Title – Attach Power of Attorney)

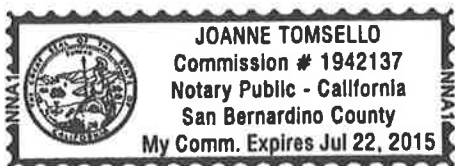
**Note:** Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of San Bernardino

On May 28, 2013 before me, Joanne Tomsello, Notary Public  
Date Here Insert Name and Title of the Officer  
 personally appeared Ronald G. Moore  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Joanne Tomsello  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Performance Bond

Document Date: May 24, 2013 Number of Pages: -3-

Signer(s) Other Than Named Above: Stephanie Hoang

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Ronald G. Moore

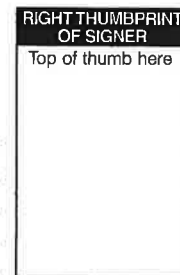
- Individual
- Corporate Officer — Title(s): President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 5/24/13 before me, \_\_\_\_\_  
Date

Barbara Copeland, Notary Public  
Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_

Stephanie Hoang  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Barbara Copeland  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Hoang

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223980

Certificate No. 004504369

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Eric Lowey, Mark Richardson, Stephanie Hoang, and Shawn Blume

of the City of Costa Mesa, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of September, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 6th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24<sup>th</sup> day of May, 2013

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.