

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

109



FROM: Economic Development Agency

SUBMITTAL DATE:
January 29, 2015

SUBJECT: Van Horn Youth Treatment and Education Center – Public Hearing and Approval of Construction Agreement, District 1, [\$32,695,960], SB81 State Financing Program 75% [\$24.7M], County 25% [Probation \$1.0 M, DIF \$5.16M, General Fund up to \$2.2M]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Addenda No. 1 through 5 to the plans and specifications that were issued to all plan holders prior to the December 15, 2014 bid opening;
2. Approve the construction agreement between the County of Riverside and Pinner Construction Co., Inc. (Pinner) of Anaheim, California, in the amount of \$22,913,600 and authorize the Chairman of the Board to execute the agreement upon State Department of Finance approval;

(Continued)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez 1/27/15

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 6,450,000	\$ 21,345,960	\$ 32,695,960	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: SB81 State Financing Program 75% [\$24.7M], County 25% [Probation \$1.0 M, DIF \$5.16M, General Fund up to \$2.2M]

Budget Adjustment: No
For Fiscal Year: 2014/15-16/17

C.E.O. RECOMMENDATION:

APPROVE

BY: Rohini Dasika
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS 1/27/15
DATE
Departmental Concurrence

By: Mark A. Hake
Mark A. Hake, Chief Probation Officer
Riverside County Probation Department

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

Prev. Agn. Ref.: 3-12 of 6/17/14; 3-21 of 5/7/13

District: 1

Agenda Number:

9-1

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

Economic Development Agency

FORM 11: Van Horn Youth Treatment and Education Center – Public Hearing and Approval of Construction Agreement, District 1, [\$32,695,960], SB81 State Financing Program 75% [\$24.7M], County 25% [Probation \$1.0M, DIF \$5.16M, General Fund up to \$2.2M]

DATE: January 29, 2015

PAGE: 2 of 4

RECOMMENDED MOTION: (Continued)

3. Approve a reduction to the project budget for a new total estimated amount of \$32,695,960 which excludes the state required appraised value of \$5,200,000 for the land;
4. Conduct a public hearing pursuant to Public Contract Code section 4107 and 4107.5 regarding the request to substitute a sub-contractor listed on the bidding documents due to clerical error, and at the close of the public hearing, and in the absence of compelling reasons to the contrary, consent to the substitution of the intended subcontractor Engineered Control Systems, upon the affidavits filed by both the prime contractor and the intended subcontractor within the statutory time and when the subcontractor whom the prime contractor claims to have listed in error does not submit a written objection as provided by the Code; and
5. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies.

BACKGROUND:

Summary

On June 17, 2014, the Board of Supervisors approved a list of pre-qualified general contractors and electronic security subcontractors, approved the plans and specifications, and authorized the Clerk of the Board to advertise for bids upon authorization by the State Department of Finance.

On October 2, 2014, the State Department of Finance issued a letter approving the County to proceed to bid. The Notice Inviting Bids was advertised in local newspapers, on the County website, and the pre-qualified contractors were notified of the mandatory bidders conference which was held on October 21, 2014.

On December 15, 2014, a bid opening was conducted and the four pre-qualified general contractors submitted bids. Upon review by the Economic Development Agency (EDA) and County Counsel, Pinner was determined to be the lowest responsive and responsible bidder in the amount of \$22,913,600. Shortly after the bid opening and in accordance with Public Contract Code section 4107 and 4107.5, Pinner notified the County of a clerical error made in the listing of a subcontractor. Pinner has requested that Metroplex Control Systems be substituted with Engineered Control Systems as its subcontractor related to the electronic security scope of work. The involved subcontractors were notified by Pinner as required per the Public Contract Code section 4107.5. The request for substitution, the affidavits of the clerical error by Pinner and the intended subcontractor as specified by statute are attached. The public hearing is required pursuant to Public Contract Code section 4107.5. Notice of the public hearing was provided to the parties by the County by letter dated January 15, 2015. Riverside County Counsel and EDA have reviewed the documents and are of the opinion that the requirements of the two referenced statutes are met and recommend that the requested substitution be approved.

(Continued)

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

Economic Development Agency

FORM 11: Van Horn Youth Treatment and Education Center – Public Hearing and Approval of Construction Agreement, District 1, [\$32,695,960], SB81 State Financing Program 75% [\$24.7M], County 25% [Probation \$1.0 M, DIF \$5.16M, General Fund up to \$2.2M]

DATE: January 29, 2015

PAGE: 3 of 4

BACKGROUND:

Summary (Continued)

As part of the State Senate Bill 81 (SB81) financing program approval process, the County is authorized to execute the construction agreement and commence construction activities upon approval by the State Department of Finance. Once the County receives the approval from the State Department of Finance, the construction agreement will be executed by the Chairman of the Board and a Notice to Proceed to construction will be issued.

Impact on Citizens and Businesses

Approval of the construction agreement will allow the County to construct the Van Horn Youth Treatment and Education Center project which will enhance public safety and job creation, thus providing positive impacts to area residents and businesses of Riverside County. Construction completion is anticipated in the summer of 2016.

Additional Fiscal Information

On May 7, 2013, the Board of Supervisors approved a revised project budget in the amount of \$38,400,000 which comprised of \$24,700,000 State Funds, \$5,200,000 County Development Impact Fees (DIF), \$2,200,000 General Fund, and \$1,000,000 Probation Funds, and an assessed fair market value for the County owned land of \$5,200,000. After the construction bids were received, the current project budget is \$32,695,960 excluding the assessed fair market value for the land.

The approximate allocation of the project budget, excluding the land value, is as follows:

DESCRIPTION	ESTIMATED PROJECT BUDGET
Architectural and Engineering Consultants	\$ 2,499,000
Construction Management	\$ 1,109,000
Construction Contract and Construction Contingency	\$ 22,913,600
Offsite Construction	\$ 0
Project Management	\$ 503,000
Fixtures, Furnishings, Equipment	\$ 650,000
Other Soft Costs/Specialty Consultants	\$ 2,049,000
Project Contingency	\$ 2,972,360
Minor Construction	\$ 0
Total Project Budget	\$ 32,695,960

(Continued)

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

Economic Development Agency

FORM 11: Van Horn Youth Treatment and Education Center – Public Hearing and Approval of Construction Agreement, District 1, [\$32,695,960], SB81 State Financing Program 75% [\$24.7M], County 25% [Probation \$1.0M, DIF \$5.16M, General Fund up to \$2.2M]

DATE: January 29, 2015

PAGE: 4 of 4

Additional Fiscal Information (Continued)

Of the approved project budget, \$2,500,000 in costs has been expended to date. Expenditures for FY2014/15 are estimated at \$6,450,000; expenditures for FY2015/16 are estimated at \$21,345,960; expenditures for FY2016/17 are estimated at \$2,400,000. All costs associated with this agreement will be 75.54% (\$24,698,105) funded through the State Financing Program, 15.77% (5,157,440) funded through County Development Impact Fees, 6.73% (up to \$2,200,000) through General Fund and 3.06% (\$1,000,000) through Probation Department, thus no net county costs will be incurred and no budget adjustment is required.

Attachments:

Request for substitution and affidavits of the clerical error by Pinner Construction Agreement with Pinner Construction Co., Inc.

PINNER

CONSTRUCTION COMPANY, INC.

Cont. Lic. # 166010 A.B.

December 17, 2014

Attention: Ms. Rebecca McCray-Tsagris, Supervising Project Manager
County of Riverside EDA
P.O. Box 1180
Riverside, CA 92502

Subject: Van Horn Youth Treatment & Education Center

RE: Clerical Error – Subcontractor Listing

Dear Ms. McCray-Tsagris,

In accordance with Public Contract Code 4107.5, Pinner Construction is hereby providing notification of an inadvertent clerical error made in the listing of a subcontractor.

Our firm erred when we listed Metroplex Control Systems for the trade identified as "Security & Electronics." Our firm intended to list Engineered Control Systems, Inc., a wholly owned subsidiary of Norment Security Group, Inc., California Contractors State License No. 761519.

This letter is also provided to both subcontracting firms and as a result, shall serve as notice in accordance with said Code.

Sincerely,



John Pinner, CEO
Pinner Construction Co., Inc.

CC: David Beeler, ECS / Norment Security Group – 3224 Mobile Highway, AL 36108
Ross Cooper, MCS – 12903 Delivery Drive San Antonio TX 78247

PINNER

CONSTRUCTION COMPANY, INC.

Cont. Lic. # 166010 A.B.

December 17, 2014

Attention: Ross Cooper, Vice President
Metroplex Control Systems
12903 Delivery Drive
San Antonio TX, 78247

Subject: Van Horn Youth Treatment & Education Center

RE: Acceptance to Clerical Error – Subcontractor Listing

Dear Mr. Cooper,

This letter confirms your company received Pinner Construction's letter dated December 17, 2014 regarding the clerical error made in the subcontractor listing for the Van Horn Youth Treatment & Education Center Project.

By signing this letter, MCS agrees to the subcontractor change for the trade "Security & Electronics" to replace listed subcontractor MCS with ECS/ Norment Security Group Inc.

In addition, said subcontracting firm adheres to Pinner Construction's request to mail an executed copy of this agreement to Pinner Construction and the County of Riverside EDA attention Rebecca McCray-Tsagris (address provided in the copy line below) and via email at RMcCray@rivcoeda.org

Sincerely,



Justin Davis, Vice President
Pinner Construction Co., Inc.

Metroplex Control Systems

Dated: 12-19-2014

By: [Signature]

Name/Title: Ross E Cooper VP

CC: Ms. Rebecca McCray-Tsagris, Supervising Project Manager, County of Riverside EDA P.O. Box 1180, Riverside, CA 92502

AFFIDAVIT OF JUSTIN DAVIS OF PINNER CONSTRUCTION COMPANY
VAN HORN YOUTH TREATMENT AND EDUCATION CENTER
COUNTY OF RIVERSIDE

I, Justin Davis, declare as follows,

1. I am the Vice President of Pinner Construction Company, Inc. (“Pinner”) in Anaheim, California. Pinner is a licensed general contractor who regularly submits bids and performs work on public works projects. I was involved in the submission of Pinner’s bid for a public works project known as the Van Horn Youth Treatment and Education Center for the County of Riverside. As such, I have personal knowledge of the matters stated therein. As to those matters stated on information and belief, I believe them to be true.

2. Pinner submits this Affidavit pursuant to Public Contract Code §4107.5.

3. In my capacity as Vice President for Pinner, and in the regular course of business, I receive, assemble, develop, and analyze correspondence, records, documents and files (hereinafter “business records”) pertaining to all aspects of Pinner’s business, including all bid documents and correspondence related to the Project. As such, I am familiar with and have first-hand knowledge of the identity and method of preparation of Pinner’s business records pertaining to this action. It is one of my duties to become familiar with the facts recorded in the business records and to maintain supervision over these business records.

4. The documents attached to this Affidavit were prepared by me or at my direction, and were received by me in the ordinary course of Pinner’s business. As such, the events reflected in the business record occurred at or about the time and date of the documents and business records referring to such events. Unless stated otherwise, each of the Exhibits attached hereto constitute Pinner’s business records.

5. Pinner submitted a bid for the Project. On December 15, 2014 the bids were opened and the County determined that Pinner was the lowest bidder. Pinner has received notification from the County that it intends to award the Project to Pinner.

6. On December 16, 2014 (within 24 hours after bid opening) Pinner discovered that it had an inadvertent clerical error in its bid.

7. The bid documents identify three pre-qualified electronic security contractors: Engineered Control Systems, Inc., Metroplex Control Systems (MCS) and Sierra Detention Systems. (See Page 1 of Section 00 002- Bid and Contract Documents, Notice of Inviting Bids). A true and correct copy of the relevant portions of the bid documents are attached hereto as **Exhibit 1**.

8. Pinner erroneously identified Metroplex as the pre-qualified electronic security contractor in our bid. In fact, Pinner should have listed Engineered Control Systems, Inc. as the pre-qualified electronic security consultant in our bid. Engineered Control Systems, Inc. is a wholly owned subsidiary of Norment Security Group, Inc., California Contractors License No. 761519. Although Pinner received a price from the Metroplex group, their bid had no break-out of any of the identified Project work for which they were inadvertently listed for. Likewise, Pinner has not entered into any written agreement with Metroplex to perform this work. The inadvertent clerical error did not alter the price of Pinner's bid.

9. Pinner proceeded to cure the technical defect through the substitution procedures outlined in Section 4107.5. On December 17, 2014 I spoke with two representatives of Metroplex and identified the inadvertent clerical error. Metroplex confirmed that it would not protest a substitution of Engineered Control Systems, Inc., a wholly owned subsidiary of Norment Security Group, Inc., in its place. Likewise, I spoke with a representative of

Engineered Control Systems, Inc., a wholly owned subsidiary of Norment Security Group, Inc., who confirmed that it would accept the substitution and Project work and would enter into a contract with Pinner to perform this work. Once again, the price of Pinner's bid does not change.

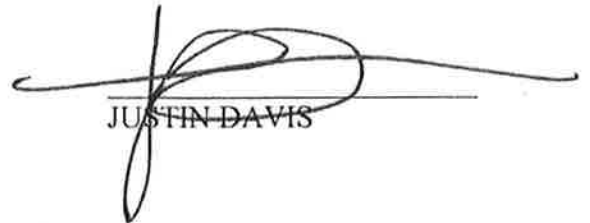
10. Pinner memorialized this clerical mistake to the County and Metroplex in letters dated December 17, 2014. Those letters were submitted in accordance with the deadlines set forth in Section 4107.5. True and correct copies of the December 17, 2014 letters are attached hereto as **Exhibit 2 and Exhibit 3.**

11. To date, Metroplex, has not objected to the substitution request, and in fact, has advised Pinner that it has no plans to object to the request.

12. The substitution request does not alter the price, responsiveness or responsibility of Pinner, or its bid. Pinner has substantially complied with the bidding requirements and gains no unfair advantage through this substitution. This is an inadvertent clerical mistake, well within the discretion of the County to waive. At all times, Pinner has acted in strict conformance with the requirements of Section 4107.5 and the bid documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 18, 2014 at Anaheim, California.


JUSTIN DAVIS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Orange }

On 12-18-14 before me, Teresa Chapman Parks-Notary Public,
Date Name and Title of the Officer

personally appeared Justin Davis
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature: Teresa Chapman Parks
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Partner — Limited General Partner — Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"):

VAN HORN YOUTH TREATMENT AND EDUCATION CENTER

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. Bids must be received, by hand delivery or mail, by the Clerk of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **3:00 P.M.** on **12/15/14**, to be thereafter on said date and at said location publicly opened and read aloud. The Bidder assumes sole responsibility for timely receipt of its Bid.

On and after **10/10/14**, and up to seventy two (72) hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, **A&I Reprographics, 898 Via Lata, Suite L, Colton, CA 92324, Phone: 909 514-0704; Website: <http://dfs.aandirepro.com>**. At the time of such pick-up a non-refundable fee will be charged for each set of Bidding Documents furnished to bidders. Bidders and Plan Holders shall agree to and sign the County's "Sensitive Security Information Confidentiality Agreement" form, to be provided by A&I Reprographics prior to issuance of any bidding documents. The Bidding Documents may also be viewed in person at A&I Reprographics' office at the above referenced address, **between the hours of 8:00 a.m. and 5 p.m. Monday through Friday (except Holidays) and on A&I Reprographics' Website: <http://dfs.aandirepro.com>**.

Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may enter into a contract (after April 1, 2015) without proof of current registration to perform public works.

A mandatory Pre-Bid Conference for pre-qualified bidders and their subcontractors will be conducted on **10/21/14**, commencing promptly at **1:30 P.M.**, at **10000 County Farm Road California 92503**. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding.** Deadline for Bid Requests for Information (RFIs) is **10:00 A.M. on 11/12/14**.

The Bidder receiving the Award by the County is required:

(1) to have been prequalified by the County prior to Bid, as identified in the Supplementary Conditions Section 1.3.D and as follows:

- | | |
|---|---|
| 1. Sletten Corrections, Inc.
5825 South Polaris Ave.
Las Vegas, NV 89118 | 2. Walsh Construction Co.
5777 W Century Blvd. #1750
Los Angeles, CA 90045 |
| 3. Bernards
3633 E. Inland Empire Blvd, Ste 800
Ontario, CA 91764 | 4. Pinner Construction Company, Inc.
1255 South Lewis Street
Anaheim, CA 92805 |

(2) to subcontract only Electronic Security Contractors that have been prequalified by the County, as identified in the Supplementary Conditions Section 1.3.D., and as follows:

- | | |
|--|--|
| 1. Engineered Control Systems, Inc.
2717 North Hogan Street
Spokane, WA 99207 | 2. Metroplex Control Systems (MCS)
12903 Delivery Drive
San Antonio, TX 78247 |
|--|--|

PINNER

CONSTRUCTION COMPANY, INC.

Cont. Lic. # 166010 A.B.

December 17, 2014

Attention: Ms. Rebecca McCray-Tsagris, Supervising Project Manager
County of Riverside EDA
P.O. Box 1180
Riverside, CA 92502

Subject: Van Horn Youth Treatment & Education Center

RE: Clerical Error – Subcontractor Listing

Dear Ms. McCray-Tsagris,

In accordance with Public Contract Code 4107.5, Pinner Construction is hereby providing notification of an inadvertent clerical error made in the listing of a subcontractor.

Our firm erred when we listed Metroplex Control Systems for the trade identified as "Security & Electronics." Our firm intended to list Engineered Control Systems, Inc., a wholly owned subsidiary of Norment Security Group, Inc., California Contractors State License No. 761519.

This letter is also provided to both subcontracting firms and as a result, shall serve as notice in accordance with said Code.

Sincerely,



John Pinner, CEO
Pinner Construction Co., Inc.

CC: David Beeler, ECS / Norment Security Group – 3224 Mobile Highway, AL 36108
Ross Cooper, MCS – 12903 Delivery Drive San Antonio TX 78247

PINNER

CONSTRUCTION COMPANY, INC.

Cont. Lic. # 166010 A.B.

December 17, 2014

Attention: Ms. Rebecca McCray-Tsagris, Supervising Project Manager
County of Riverside EDA
P.O. Box 1180
Riverside, CA 92502

Subject: Van Horn Youth Treatment & Education Center

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This letter is also provided to both subcontracting firms and as a result, shall serve as notice in accordance with said Code.

Sincerely,



John Pinner, CEO
Pinner Construction Co., Inc.

CC: David Beeler, ECS / Norment Security Group – 3224 Mobile Highway, AL 36108
Ross Cooper, MCS – 12903 Delivery Drive San Antonio TX 78247

AFFIDAVIT OF SHANNON CLABORN OF ENGINEERED CONTROL SYSTEMS,
INC., A WHOLLY OWNED SUBSIDIARY OF NORMENT SECURITY SYSTEMS, INC.
VAN HORN YOUTH TREATMENT AND EDUCATION CENTER
COUNTY OF RIVERSIDE


I, Shannon Claborn, declare as follows,

1. I am the Vice President of Norment Security Group, Inc. ("Norment") in Montgomery, Alabama. I have personal knowledge of the matters stated therein. As to those matters stated on information and belief, I believe them to be true.
2. This Affidavit is submitted pursuant to Public Contract Code §4107.5 and relates to the Van Horn Youth Treatment and Education Center Project for the County of Riverside, California.
3. I am informed and believe that in the bid documents for the Van Horn Youth Treatment and Education Center, Engineered Control Systems, Inc. is listed as one of the pre-qualified electronic security contractors. Engineered Control Systems, Inc. is a wholly owned subsidiary of Norment Security Systems, Inc. Norment's California Contractors License No. is 761519.
4. I am informed and believe that Pinner Construction Company submitted a bid for the Van Horn Project. On December 17, 2014 I was advised by Pinner Construction Company of an inadvertent clerical error in their submission of their bid for the Van Horn Project. Pinner informed me that it had erroneously listed Metroplex as the pre-qualified electronic security contractor for the Project. Pinner requested that Engineered Control Systems, Inc., a wholly owned subsidiary of Norment Security Systems, Inc. be substituted in Metroplex's place and perform the electronic security portion of the contract work.

5. Norment Security Systems, Inc., on behalf of Engineered Control Systems, Inc., has agreed to perform this scope of work on the Project. We intend to enter into a contract with Pinner to perform this scope of work shortly.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 18, 2014 at Montgomery, Alabama.


SHANNON CLABORN
12/18/14

State of Alabama
County of Limestone

Before me on this 18th day of December, 2014,
personally appeared Shannon Claborn,
known to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that he
executed the same for the purposes and consideration
therein expressed.


Notary Public's Signature

My Commission Expires on 8/20/2016





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

by and between

PINNER CONSTRUCTION CO., INC

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

VAN HORN YOUTH TREATMENT AND EDUCATION CENTER

10000 COUNTY FARM ROAD, RIVERSIDE

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 _____, 2015, and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and Pinner Construction Co., Inc., ("Contractor") whose principal place of business is located at 1255 S. Lewis Street, Anaheim, CA 92508.

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 three hundred ninety-five (395) 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 forty-five (45) 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 two thousand five hundred dollars (\$2,500) 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) 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 **Twenty-two million, nine hundred thirteen thousand, six hundred dollars and no cents, (\$22,913,600).**

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	Alternate Electrical Power Source	\$275,000
2	Additional Paving, fencing, and Sally Port gate	\$37,000
3	Double Wall Ductwork	\$93,400
4	Additional ESC Programing	\$47,200

4.3 UNIT PRICES

Unit prices agreed to by County and Contractor are as follows: Not applicable this contract

**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' FOR TABLE OF CONTENTS SPECIFICATIONS DATED SEPTEMBER 2014.		

5.1.4 Drawings. The Contract Documents include the following Drawings:

Sheet Number	Title	Date	Pages
SEE EXHIBIT 'B' FOR LIST OF DRAWINGS DATED SEPTEMBER 2014			

5.1.5 Addenda. The Contract Documents include the following Addenda:

Addendum Number	Title	Date	Pages
1	Addendum 1	10/24/14	Set
2	Addendum 2	10/30/14	Set
3	Addendum 3	11/21/14	Set
4	Addendum 4	12/05/14	Set
5	Addendum 5	12/09/14	Set

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

Sheet Number	Title	Date	Pages
SEE EXHIBIT 'C' FOR LIST OF REFERENCE DOCUMENTS			

**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: _____
MARION ASHLEY, Chairman
Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: Marsha L. Victor 1/21/15
Principal Deputy County Counsel

"CONTRACTOR"

PINNER CONSTRUCTION CO., INC.

(sign on line above)

By: **JOHN PINNER**
(type name)

Title: **CEO**

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:

Enter address:
1255 S. LEWIS STREET
ANAHEIM, CA 92805

Telephone: **714-490-4000**
Facsimile: **714-490-4016**
Email: **johnp@pinnerconstruction.com.**

Employer State
Tax ID #: **95 212 8689**

State Contractor License #: **166010 BA**

DIR Registration #: **1000002513**

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: **JOHNNY R. PINNER**
Name of Secretary: **JUSTIN DAVIS**
State of Incorporation: **CALIFORNIA**

EXHIBIT A

SPECIFICATIONS

VOLUME 1

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Section 00 0002	Bid and Contract Documents
Section 00 0003	General Conditions
Section 00 0004	Supplementary Conditions

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Section 01 2300	Alternates
Section 01 2500	Substitution Procedures
Section 01 2600	Contract Modification Procedures
Section 01 2900	Payment Procedures
Section 01 3100	Project Management and Coordination
Section 01 3200	Construction Progress Documentation
Section 01 3233	Photographic Documentation
Section 01 3300	Submittal Procedures
Section 01 3333	Electronic Drawings
	AIA Document C106-2013
Section 01 3513.16	Special Project Procedures for Detention Facilities
Section 01 4000	Quality Requirements
Section 01 4200	References
Section 01 4516.13	Contractors Quality Control Program
Section 01 5000	Temporary Facilities and Controls
Section 01 5500	Site Sign
Section 01 5713	Temporary Erosion and Sediment Control
Section 01 6000	Product Requirements
Section 01 7300	Execution
Section 01 7419	Construction Waste Management and Disposal
Section 01 7700	Closeout Procedures
Section 01 7823	Operation and Maintenance Data
Section 01 7839	Project Record Documents
Section 01 7900	Demonstration and Training
Section 01 8113.1	Sustainable Design Requirements – LEED for New Construction and Major Renovations
	Appendix A: LEED Checklist
Section 01 9113	General Commissioning Requirements

DIVISION 02 – EXISTING CONDITIONS

Section 02 4116	Structure Demolition
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DIVISION 03 – CONCRETE

Section 03 1000 Concrete Formwork and Accessories
Section 03 2100 Reinforcing Steel
Section 03 3000 Cast-in-Place Concrete

DIVISION 04 – MASONRY

Section 04 0500 Mortar and Grout
Section 04 2200 Concrete Unit Masonry

DIVISION 05 – METALS

Section 05 1200 Structural Steel
Section 05 3000 Metal Decking
Section 05 4000 Cold-Formed Metal Framing
Section 05 5000 Metal Fabrications
Section 05 5963 Detention Enclosures

DIVISION 06 – WOOD, PLASTICS AND COMPOSITES

Section 06 1053 Miscellaneous Rough Carpentry
Section 06 4116 Plastic-Laminate-Faced Cabinets and Countertops

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

Section 07 2100 Thermal Insulation
Section 07 2413 Polymer-Based Exterior Insulation and Finish System (EIFS)
Section 07 4113.16 Standing Seam Metal Roof Panels
Section 07 5400 Thermoplastic Membrane Roofing
Section 07 6000 Flashing and Sheet Metal
Section 07 7100 Roof Specialties
Section 07 7129 Manufactured Roof Expansion Joints
Section 07 7200 Roof Accessories
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Section 07 9500 Expansion Control

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Section 08 1416 Flush Wood Doors
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Section 09 7720	Decorative Fiberglass Reinforced Wall Panels
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Section 10 1700.01	Telephone Specialties
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Section 10 2600	Wall Protection
Section 10 2800	Toilet, Bath and Laundry Accessories
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Section 10 4413	Fire Extinguisher Cabinets
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Section 11 6623	Basketball Hoops

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Section 12 5500	Detention Furniture
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DIVISION 13 – SPECIAL CONSTRUCTION

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DIVISION 22 – PLUMBING

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K-604 FOODSERVICE EQUIPMENT FABRICATION DETAILS
K-605 FOODSERVICE EQUIPMENT FABRICATION DETAILS
K-701 FOODSERVICE EQUIPMENT EXHAUST HOOD DETAILS
K-801 FOODSERVICE EQUIPMENT REFRIGERATION DETAILS
K-901 FOODSERVICE EQUIPMENT COLD STORAGE ROOM DETAILS
K-902 FOODSERVICE EQUIPMENT CONVEYOR DETAILS

EXHIBIT C

REFERENCE DOCUMENTS

1. Existing Facility Drawings
 - a. Youth Treatment Center
 - b. Van Horn Youth Center Modular Office Building
2. Construction Drawing set dated 10/04/13 approved by State Fire Marshall 10/28/13
3. Geotechnical Reports (CHJ)
 - a. Geotechnical Investigation report dated 7/20/12
 - b. Infiltration Testing report dated 6/12/14
4. Building Hazmat (Department of Environmental Health)
 - a. AQMD Asbestos, Limited Lead Paint & Universal Waste Survey dated 5/02/14
 - b. Asbestos Removal Specifications dated 5/05/14
5. Site Hazmat (URS Corporation)
 - a. Phase I Environmental Site Assessment dated 8/01/12
6. Initial Study/Mitigated Negative Declaration dated January 2013
7. SB81 Agreements
 - a. Project Delivery Construction Agreement
 - b. Board of State and Community Corrections Agreement
8. Water Quality Management Plan dated 9/17/14
9. Storm Water Pollution Prevention Plan dated 7/31/14
10. Building Energy Analysis Report dated 7/29/14
11. Riverside Public Utilities Department – Underground Structures Standards
12. Caltrans Standards
 - a. A88A – Curb Ramp Details
13. City of Riverside Public Utilities Standards
 - a. CWD-616-1 – Backflow Prevention Assembly
 - b. CWD-617 – Backflow Prevention Assembly
 - c. CWD-700 – Fire Hydrant
14. City of Riverside Standards
 - a. 500 – Precast Concrete Sewer Manhole
 - b. 560 – Sewer Cleanout
 - c. 562 – Sewer Later with Property Line Clean-Out
15. County of Riverside Standards
 - a. 0200 – Type A-6 Curb
 - b. 0204 – Type D Curb
 - c. 0206 – Residential Driveway with AC Dikes
 - d. 0309 – Under Sidewalk Drain

- e. 0310 – Private Drain through Curb
- f. 0401 – Sidewalk and Curb

16. Riverside County Flood Control Standards

- a. JS227-1 – Junction Structure No. 2
- b. JS227-2 – Junction Structure No. 2
- c. JS229 – Junction Structure No. 4
- d. M803 – Concrete Collar for Pipe 12 Inches through 66 Inches

EXECUTED IN QUADRUPLICATE

Project No. Project No.

Bond No. 24058721

Premium \$137,543.00

Premium is for Contract Term and Subject to Adjustment Based on Final Contract Price

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 _____, 2014, has awarded Construction Contract Number _____ ("Contract") to the undersigned Pinner Construction Co., Inc. as Principal ("Principal") to perform the work ("Work") for the following project: Van Horn Youth Treatment and Education Center, which Contract is by this reference hereby incorporated herein and made a part hereof;

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 Liberty Mutual Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County and State of California in the penal sum of Twenty two million nine hundred thirteen thousand six hundred and no/100 Dollars (\$22,913,600.00), 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 or State 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 or State 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 or State 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, State and applicable laws. Unless otherwise approved by County, 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, State, or their successors or assigns.

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

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 and State's rights against the others.

Affix Seal if Corporation

Pinner Construction Co., Inc.
(Firm Name – Principal)

1255 South Lewis Street
Anaheim, CA 92805

(Business Address)

By 
(Original Signature)

John Pinner-CEO
(Title)

Liberty Mutual Insurance Company
(Corporation Name – Surety)

Affix Corporate Seal

330 North Brand Boulevard, Suite 500
Glendale, CA 91203

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)

Rhonda C. Abel
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

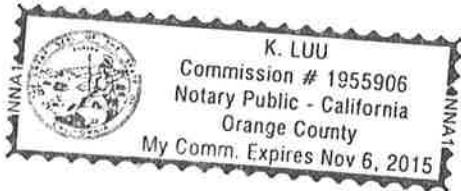
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange }
 On DEC 17 2014 before me, K. Luu, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Rhonda C. Abel
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 [Handwritten Signature]
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: _____
 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: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Orange

On 12-18-14
Date

before me, Teresa Chapman Parks Notary Public
Name and Title of the Officer

personally appeared John Pinner

Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature: Teresa Chapman Parks
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

EXECUTED IN QUADRUPLICATE

Project No. _____

Bond No. 24058721

Premium is Included in Performance Bond

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 _____, 2014, has awarded Construction Contract Number _____ ("Contract") to the undersigned Pinner Construction Co., Inc. as Principal ("Principal") to perform the work ("Work") for the following project Van Horn Youth Treatment and Education Center;

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;

NOW THEREFORE, we, the Principal and Liberty Mutual Insurance Company ("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 Twenty two million nine hundred thirteen thousand six hundred and no/100 Dollars (\$ 22,913,600.00), 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.

Pinner Construction Co., Inc.
(Firm Name – Principal)

Affix Seal if Corporation

1255 South Lewis Street
Anaheim, CA 92805

(Business Address)

By 
(Original Signature)

John Pinner-CEO
(Title)

Liberty Mutual Insurance Company
(Corporation Name – Surety)

Affix Corporate Seal

330 North Brand Boulevard, Suite 500
Glendale, CA 91203

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)

Rhonda C. Abel
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 Orange

On DEC 17 2014 before me, K. Luu, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rhonda C. Abel
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 [Signature]
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.

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Title or Type of Document: _____

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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



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: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6648140

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Saltarelli; James A. Schaller; Jeri Apodaca; Kim Luu; Michael D. Parizino; Rachelle Rheault; Rhonda C. Abel

all of the city of Newport Beach, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of July, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of July, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 _____ day of _____, 2014.

DEC 17 2014



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California }
County of Orange }

On 12-18-14 before me, Teresa Chapman Parks-Notary Public
Date Name and Title of the Officer

personally appeared John Pinner
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature: Teresa Chapman Parks
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- | | |
|--|--|
| Signer's Name: _____ | Signer's Name: _____ |
| <input type="checkbox"/> Corporate Officer — Title(s): _____ | <input type="checkbox"/> Corporate Officer — Title(s): _____ |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Signer Is Representing: _____ Signer Is Representing: _____

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS'
COMPENSATION**

Labor Code Section 3700 states:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, 'state' shall include the superior courts of California."


I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Pinner Construction Co Inc
(Name of Contractor)

1255 So. Lewis St., Anaheim, CA 92805

By:

John Pinner / CEO
(Name of Signer)


(Signature)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2014

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 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 Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach CA 92660-2436	CONTACT NAME: Phillip Arzu PHONE (A/C, No, Ext): 949-756-0271 FAX (A/C, No): 949-756-2713 E-MAIL ADDRESS: parzu@alliant.com														
INSURED Pinner Construction Company, Inc. 1255 S. Lewis Street Anaheim CA 92805	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Old Republic General Ins Corp</td> <td style="text-align: center;">24139</td> </tr> <tr> <td>INSURER B : St Paul Fire & Marine Ins Co</td> <td style="text-align: center;">24767</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic General Ins Corp	24139	INSURER B : St Paul Fire & Marine Ins Co	24767	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 2074547967 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		A1CG36221411	1/1/2014	1/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>		A1CA36221408	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		ZUP-14T75446-14-NF	1/1/2014	1/1/2015	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) <input type="checkbox"/> Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below		A1CW36221411	1/1/2014	1/1/2015	<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)

Project: Van Horn Youth Treatment and Education Center 10000 County Farm Road, Riverside, CA 92503
 Riverside County, the Department of Corrections and Rehabilitation, the State Public Works Board, and the Board of State and Community Corrections and their respective officers, agents and employees shall be named as additional insured per the attached endorsements.

CERTIFICATE HOLDER **CANCELLATION**

County of Riverside Economic Development Agency P.O. Box 1180 Riverside CA 92502	<p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 30 DAYS</p> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"></p>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by written contract, but only when coverage for completed operations is specifically required by that contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Name of Additional Insured Person(s)
Or Organization(s):**

Location(s) of Covered Operations


As required by written contract:

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Pinner Construction Company, Inc.		
Policy Number	A1CG36221411	Endorsement No.	
Policy Period	1/1/14 - 1/1/15	to	Endorsement Effective Date: See certificate
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			



AUTHORIZED REPRESENTATIVE

see certificate

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All of your designated construction projects

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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: Where required by written contract.
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Pinner Construction Company, Inc.</p> <p>Endorsement Effective Date: see certificate</p>
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SCHEDULE

<p>Name Of Person(s) Or Organization(s): As required by written contract.</p>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Pinner Construction Company, Inc.</p> <p>Endorsement Effective Date: See certificate</p>
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SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Where required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

OLD REPUBLIC GENERAL INSURANCE CORPORATION
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule : As required by written contract.

The premium charge for this endorsement is \$0.00

Named Insured	Pinner Construction Company, Inc.		
Policy Number	AICW36221411	Endorsement No.	
Policy Period	1/1/14 - 1/1/15	to	Endorsement Effective Date: see certificate
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			



 AUTHORIZED REPRESENTATIVE

see certificate

 DATE