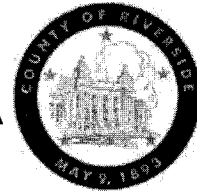


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.16  
(ID # 5572)

**MEETING DATE:**

Tuesday, December 12, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA) AND SHERIFF'S DEPARTMENT :

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA) AND SHERIFF'S DEPARTMENT: Larry D. Smith Correctional Facility Clinic Project – Approval of Construction Agreements with Crew, Inc. for Bid Category 4, K & Z Cabinet Co., Inc. for Bid Category 7, Donald M. Hoover Co. for Bid Category 10, Inland Pacific Tile, Inc. for Bid Category 11 and JPI Development Group, Inc. for Bid Category 15, Receive and File the Multi-Prime Construction Agreements for Bid Categories 5, 6, 8, 9, 12, 13, 14, 16, 17 and 18, and Approval of Project Budget Adjustment, District 5. [\$2,520,089 – Existing JJBDC Bond Proceeds – 100%]

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

1. Waive minor irregularities in the bid of Crew, Inc. (Crew) for Bid Category 4 – Site Demo, Earthwork and Grading;
2. Accept the low bid and award the contract to the lowest responsive bidder, Crew of Rancho Dominguez, California, in the amount of \$298,000 for the Smith Correctional Facility (SCF) Clinic Project, and authorize the Chairman of the Board (Chairman) to execute the contract on behalf of the County;
3. Waive minor irregularities in the bid of K & Z Cabinet Co., Inc. (K & Z Cabinet) for Bid Category 7 – Casework;

**ACTION:** Policy, CIP

Robert Field, Assistant County Executive Officer/EDA

11/7/2017

Stan Sniff  
Sheriff-Coroner-PA  
By Scot Collins, Chief Deputy

Scot Collins, Chief Deputy

11/7/2017

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Perez and Ashley  
Nays: None  
Absent: Washington  
Date: December 12, 2017  
xc: EDA, Sheriff

Kecia Harper-Ihem  
Clerk of the Board

By   
Deputy

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

**RECOMMENDED MOTION: (Continued)**

4. Accept the low bid and award the contract to the lowest responsive bidder, K & Z Cabinet of Ontario, California, in the amount of \$97,150 for the Project, and authorize the Chairman to execute the contract on behalf of the County;
5. Waive minor irregularities in the bid of Donald M. Hoover Co. (Donald Hoover) for Bid Category 10 – Flooring;
6. Accept the low bid and award the contract to the lowest responsive bidder, Donald Hoover of Fontana, California, in the amount of \$55,811 for the Project, and authorize the Chairman to execute the contract on behalf of the County;
7. Waive minor irregularities in the bid of Inland Pacific Tile, Inc. (Inland Pacific) for Bid Category 11 – Tile;
8. Accept the low bid and award the contract to the lowest responsive bidder, Inland Pacific of San Bernardino, California, in the amount of \$33,000 for the Project, and authorize the Chairman to execute the contract on behalf of the County;
9. Find that the bid of Kincaid Industries (Kincaid) for Bid Category 15 - Fire Protection, is non-responsive;
10. Waive minor irregularities in the bid and award the contract for Bid Category 15 – Fire Protection to the second lowest responsive bidder to JPI Development Group, Inc. (JPI Development) in the amount of \$193,000;
11. Receive and file the list of multi-prime contractors for Bid Categories 5, 6, 8, 9, 12, 13, 14, 16, 17 and 18 listed herein;
12. Authorize the Assistant County Executive Officer/EDA, or designee, to administer the multi-prime construction contracts for Crew, K & Z Cabinet, Donald Hoover, Inland Pacific, and JPI, and provide change order authority for the contracts in accordance with Board Policy B-11; and
13. Approve a project budget adjustment of \$2,520,089 and authorize the use of Existing JJBDC Bond Proceeds for the Project for a revised project budget of \$10,048,489.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,639,640	\$ 880,449	\$ 2,520,089	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Existing JJBDC Bond Proceeds 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2017/18-19/20	

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

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On August 29, 2017, Item 3.56, the Board of Supervisors (Board), approved to reject all bids that were received for Phase I of the SCF Clinic project due to being over budget; approved the revised plans and specs and authorized EDA through Tilden-Coil to release bid packages for all trades without phasing the project. On September 7, 2017, a non-mandatory job walk was held at SCF; on October 5, 2017, the bid opening was held at the Clerk of the Board's Office. Forty seven bid packages were received and opened for 15 construction trades.

Representatives from Tilden-Coil and County Counsel have reviewed the bid packages for accuracy and completeness and found minor irregularities for the apparent low bidder on five bid categories.

- Bid Category 4 – Earthwork Grading and Paving: The bid package for earthwork grading and paving, is proposed to be awarded to Crew. They did not fill in a Bid Allowance Amount on the form, but they have included it in their Total Base Bid Amount of \$298,000. There is no advantage to the bidder in the County determining this is a minor irregularity since the allowance amount was a fixed amount set in the bid documents. Therefore, EDA recommends award to Crew for the earthwork grading and paving contract.
- Bid Category 7 – Casework: The bid package for casework is proposed to be awarded to K & Z Cabinet. Their certificate for the authority of the surety to conduct business in the State of California was for an associated surety and not for the bond. There is no advantage to the bidder in the County determining this is a minor irregularity since the surety is routinely verified and is not included as part of the bid package. Therefore, EDA recommends to award to K & Z Cabinet for the casework contract.
- Bid Category 10 – Flooring: The bid package for flooring is proposed to be awarded to Donald Hoover. They listed two allowances; one was a required allowance, the other was for a required scope of work, but was not required to be itemized as an allowance. The itemization of the scope of work as an allowance has no impact on the Total Bid Amount. There is no advantage to the bidder in the County determining this is a minor irregularity since an additional allowance for an item not requested does not make the bid non-responsive as to the required items in the bid package. Therefore, EDA recommends to award to Donald Hoover for the flooring contract.
- Bid Category 11 – Tile: The bid package for tile is proposed to be awarded to Inland Pacific. They filled in an amount of \$33,000 in the Base Bid Line and did not fill in an amount for the Total Bid Amount. There is no advantage to the bidder in the County determining this is a

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

minor irregularity, staff believes the irregularity is a minor one which can be waived as the low bidder gains no advantage. Therefore, EDA recommends to award to Inland Pacific for the tile contract.

- Bid Category 15 – Fire Protection: The bid package for fire protection, is proposed to be awarded to JPI Development, the second lowest responsive responsible bidder. The Notice to Bidders stated that the low bid would be determined on the Total Bid Amount, which included the Base Bid and Allowance added together. The lowest bidder, Kincaid Industries, had the Base Bid amount filled in, but there was no entry in the Allowance Amount, and no Total Bid Amount filled in; therefore, Kincaid Industries is considered non-responsive. The second lowest responsive responsible bidder for Bid Category 15 is JPI Development. Therefore, EDA recommends award to JPI Development for the fire protection contract.

The irregularities described for Bid Category 4, 7, 10, 11 and 15 are minor irregularities; EDA is recommending the Board to waive the irregularities and award the multi prime construction agreements of the apparent low bidders for these categories.

On June 21, 2016, Item 3-24, the Board approved the preliminary project budget in the amount of \$7,528,400. During the course of design, a couple of developments have occurred necessitating an adjustment to the project budget. The original estimate did not account for radiology and dental to be included in the design, and additionally, the construction market conditions have escalated. EDA recommends the Board to approve a project budget adjustment of \$2,520,089 for a revised total project budget in the amount of \$10,048,489 to successfully complete the project.

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

**Multi Prime Contractors**

<b>MULTI-PRIME CONTRACTORS</b>	<b>BID CATEGORY</b>	<b>DESCRIPTION</b>	<b>CONTRACT AMOUNT</b>
Crew, Inc.	4	Earthwork Grading and Paving	298,000
Bravo Concrete Construction Services, Inc.	5	Concrete (Building and Site)	367,720
GBC Concrete & Masonry Construction, Inc.	6	Masonry	303,165
K & Z Cabinet Co., Inc.	7	Casework	97,150
Chapman Coast Roof Company, Inc.	8	Roofing	126,579
Sierra Lathing Company, Inc.	9	Drywall and Insulation	401,985
Donald M. Hoover Company	10	Flooring	55,811
Inland Pacific Tile, Inc.	11	Tile	33,000
Southcoast Acoustical Interiors, Inc.	12	Acoustical Ceiling / Security Ceiling	14,990
Streamline Painting, Inc.	13	Painting	78,800
Inland Building Construction Companies, Inc.	14	Miscellaneous. Specialties / General Construction	1,310,100
JPI Development Group, Inc.	15	Fire Protection	193,000
Fischer, Inc.	16	Plumbing (Building & Site Utilities)	480,800
Franklin Mechanical Systems, Inc.	17	Heating, Ventilation and Air Conditioning	427,800
RIS Electrical Contractors, Inc.	18	Electrical and Low Voltage	1,252,000
<b>TOTAL</b>			<b>\$5,440,900</b>

**Impact on Residents and Businesses**

(Commences on Page 6)

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

**Impact on Residents and Businesses**

The new clinic space at SCF will improve the frequency and quality of medical and behavioral health treatment provided to inmates. In addition, the project will provide cost savings to the County by reducing the need to transport inmates to outlying county care facilities for health care services.

**Additional Fiscal Information**

The approximate allocation of the project budget adjustment is as follows:

<b>PROJECT BUDGET LINE ITEMS</b>	<b>BUDGET CATEGORY</b>	<b>PROJECT BUDGET</b>	<b>PROJECT BUDGET ADJUSTMENT</b>	<b>REVISED PROJECT BUDGET</b>
Architectural Design	1	480,000	0	480,000
Construction Management	2	925,000	0	925,000
Construction Contract	3	3,150,000	2,520,089	5,670,089
Construction Inspection	4	0	0	0
Project Management	5	235,000	0	235,000
Fixtures, Furnishings, Equipment	6	746,000	0	746,000
Other Soft Costs / Specialty Consultants	7	858,000	0	858,000
Project Contingency	8	684,400	0	684,400
Minor Construction/RCIT	9	450,000	0	450,000
<b>Project Budget</b>		<b>\$ 7,528,400</b>	<b>\$ 2,520,089</b>	<b>\$ 10,048,489</b>

All costs associated with this Board action will be 100% funded through existing JJBDC Bond Proceeds. Expenditures for FY 2017/18 are estimated at \$1,639,640; expenditures for FY 2018/19 are estimated at \$880,449. The project budget adjustment of \$2,520,089 will cover the construction agreements for each bid category.

Attachments:


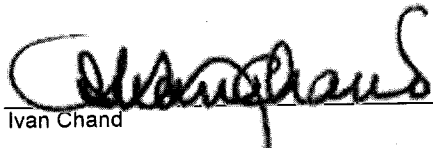
(Commences on Page 7)

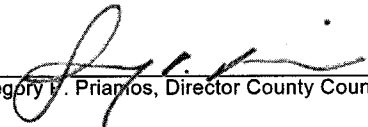
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**Attachments:**

- Construction Agreement with Crew, Inc.
- Construction Agreement with K & Z Cabinet Co., Inc.
- Construction Agreement with Donald M. Hoover Co.
- Construction Agreement with Inland Pacific Tile, Inc.
- Construction Agreement with JPI Development Group, Inc.

RF:HM:VC:SP:JA:FG:tv      FM08250007638      5572 - 13714  
S:\Project Management Office\FORM 11'S\FORM 11's in Process\5572 - 13714\_D4 - 007638 - LD SCF Clinic-Approve Multi-Prime  
Contrac&Rec & File List, Proj Budg Adj\_121217.doc

   
\_\_\_\_\_  
Roshini Basma, Principal Management Analyst      12/6/2017      Ivan Chand      12/6/2017

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel      12/4/2017



**PROJECT: Larry D. Smith Correctional Facility - Clinic Project**

**BID NO.: FM0825007638**

**CONTRACTOR: Crew, Inc.**

**BID CATEGORY: BC 04 - Site Demo, Earthwork & Grading (A)**

**DOLLAR VALUE: \$298,000**

**LIQUIDATED DAMAGES: \$2,500.00 per day**

**TIME FOR COMPLETION: 420 Calendar Days**

DEC 12 2017 3.16



## AGREEMENT FORM

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 12<sup>th</sup> DAY OF December 2017, by and between the **County of Riverside** ("County") and **Crew, Inc.** ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: Larry D. Smith Correctional Facility – Clinic Project ("Project")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the County or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the County and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the County for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the County in the matter shall be final.
- 4. Time for Completion:** The County may give notice to proceed within ninety (90) days of the award of the bid by the County. Refer to Section 013216 for completion time line expectations from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the County for all loss and damage that the County may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The County shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the County will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the County the sum of **Two Thousand Five Hundred** dollars (**\$2,500.00**) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the County, the County may deduct that amount from any money due or that may become due the Contractor under this Agreement. The County's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the County may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The County and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the County, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **County Representatives:** Contractor hereby acknowledges that the Architect(s), County's Agent and the Project Inspector(s) have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any monies due or to become due thereunder, may be assigned by the Contractor without the written approval of the County, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type A, C12, C21, C31 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code.
14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and by the County.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the County covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Two Hundred Ninety-Eight Thousand Dollars**

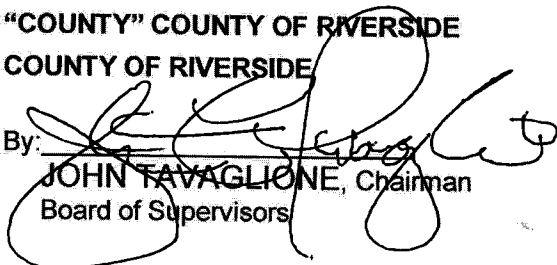
**(\$298,000),**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the County and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

"COUNTY" COUNTY OF RIVERSIDE  
COUNTY OF RIVERSIDE

By:   
JOHN FAVAGLIONE, Chairman  
Board of Supervisors

"CONTRACTOR"

Crew, Inc.

By:   
Darrin A. Lalonde

Title: Vice-President

The following information must be provided concerning the Contractor:

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

If "other", enter legal form of business:

Enter address:

19618 South Susana Rd.

Rancho Dominguez, California 90221-5716

Telephone: (310) 608-6860

Facsimile: (310) 608-6865

Email: crewgrading.com

Employer State Tax ID #: 33-0590599

State Contractor License #: 696291

DIR Registration #: 1000000685

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: David M. Lalonde

Name of Secretary: Darrin A. Lalonde

State of Incorporation: California

ATTEST:

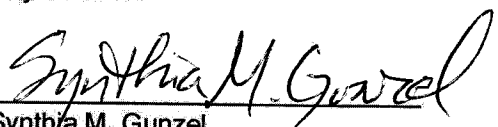
KECIA HARPER-IHEM  
Clerk of the Board

By:   
Deputy

(SEAL)

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS

County Counsel

By:   
Cynthia M. Gunzel  
Supervising Deputy County Counsel

DOCUMENT 00 61 13.13

**PERFORMANCE BOND**  
**(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") for the County of Riverside, ("County") and \_\_\_\_\_  
Crew, Inc. ("Principal") have entered into a contract for the  
furnishing of all materials and labor, services and transportation, necessary, convenient, and  
proper to perform the following project:

**LARRY D. SMITH CORRECTIONAL FACILITY – CLINIC PROJECT** (Project Name)

("Contract") which Contract dated \_\_\_\_\_ December 12, 2017, and all of the Contract  
Documents attached to or forming a part of the Contract, are hereby referred to and made a  
part hereof; and

WHEREAS, said Principal is required under the terms of the Contract and by California Public  
Contract Code section 20129(b) to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and The Hanover Insurance Company ("Surety"), an  
admitted surety insurer pursuant to code of Civil Procedure, Section 995.120, are held and  
firmly bound unto the County in the penal sum of Two Hundred Ninety-Eight Thousand Dollars  
(\$298,000), lawful money of the United States, for the payment of which sum well and truly to  
be made we bind ourselves, our heirs, executors, administrators, successors, and assigns  
jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the County all damages the County incurs as a result of the Principal's failure  
to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs,  
executors, administrators, successors, or assigns, shall in all things stand to and abide by, and  
well and truly keep and perform the covenants, conditions, and agreements in the Contract  
and any alteration thereof made as therein provided, on his or its part to be kept and  
performed at the time and in the intent and meaning, including all contractual guarantees and  
warrantees of materials and workmanship, and shall indemnify and save harmless the County,  
its trustees, officers and agents, as therein stipulated, then this obligation shall become null  
and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation  
shall hold good for a period equal to the warranty and/or guarantee period of the Contract,  
during which time Surety's obligation shall continue if Contractor shall fail to make full,  
complete, and satisfactory repair and replacements and totally protect the County from loss or  
damage resulting from or caused by defective materials or faulty workmanship. The  
obligations of Surety hereunder shall continue so long as any obligation of Contractor remains.  
Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under  
the Contract, law or equity, including, but not limited to, California Code of Civil Procedure  
section 337.15.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) subject to the penal amount of this bond as set forth above.

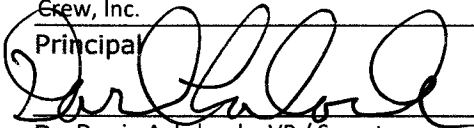
If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable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


The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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.

IN WITNESS WHEREOF, <sup>four (4)</sup> ~~two (2)~~ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 8th day of November, 2017.

(Affix Corporate Seal)

Grew, Inc.  
Principal  
  
By Darrin A. Lalonde, VP / Secretary

The Hanover Insurance Company  
Surety  
  
By Maria Guise, Attorney-in-Fact

Alliant Insurance Services, Inc.  
Name of California Agent of Surety  
701 B Street, 6th Floor, San Diego, CA 92101  
Address of California Agent of Surety  
(619) 238-1828  
Telephone Number of California Agent of Surety

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )

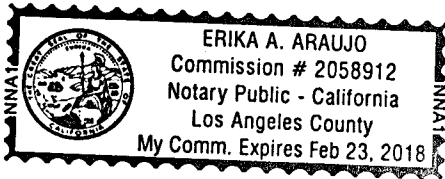
On November 9th, 2017 before me, Erika A. Araujo, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Darrin A. Lalonde  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Contract Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

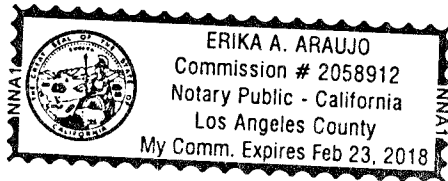
State of California )  
County of Los Angeles )

On November 9th, 2017 before me, Erika A. Araujo, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Darrin A. Lalonde  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Performance Bond Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

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

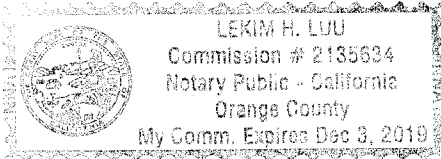
STATE OF CALIFORNIA }

County of Orange

On NOV 08 2017 before me, LeKim H. Luu, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Maria Guise  
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature [Signature]  
Signature of Notary Public LeKim H. Luu

**OPTIONAL**

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

**Description of Attached Document**

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

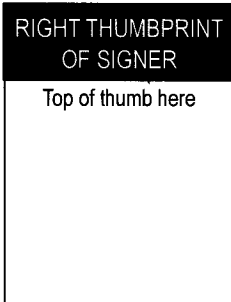
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

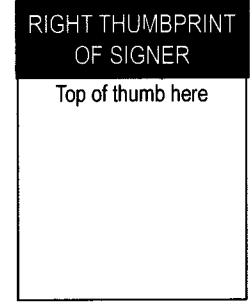
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing:  
Surety Company

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

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



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

**THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

**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.**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Michael Parizino, Rachele Rheault, Jeri Apodaca, James Schaller, Rhonda C. Abel, Kim Luu, Jeffrey Strassner, Patricia S. Arana, Tim M. Tomko, Natalie K. Trofimoff and/or Maria Guise**

Of **Alliant Insurance Services, Inc., Newport Beach, CA**, each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any surety bond, recognizance or obligation in the United States, not to exceed Twenty Five Million Dollars (\$25,000,000.00) in any single instance.**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29<sup>th</sup> day of **December, 2015**.



THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
 Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA

*J. Michael Pate*  
 J. Michael Pate, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
 COUNTY OF WORCESTER ) ss.

On this 29<sup>th</sup> day of **December 2015** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Diane J. Marino*  
 Diane J. Marino, Notary Public  
 My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 8th day of November 2017.

CERTIFIED COPY

*Theodore G. Martinez*  
 Theodore G. Martinez, Vice President

Nº 4864

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

AMENDED

Certificate of Authority

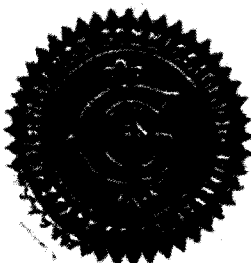
THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

The Hanover Insurance Company

of Bedford, New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire; Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, effective as of the 20th day of October, 1986, I have hereunto set my hand and caused my official seal to be affixed this 20th day of October, 1986.



By

*Victoria S. Sidbury*  
Victoria S. Sidbury  
Deputy

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

DOCUMENT 00 61 13.16

**PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
**(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the County of Riverside, ("County") and \_\_\_\_\_  
Crew, Inc. \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all  
materials and labor, services and transportation, necessary, convenient, and proper to perform  
the following project:

**LARRY D. SMITH CORRECTIONAL FACILITY – CLINIC PROJECT** (Project Name)

("Contract") which Contract dated \_\_\_\_\_ December 12, 2017, and all of the Contract  
Documents attached to or forming a part of the Contract, are hereby referred to and made a  
part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon  
the performance of the work, to file a good and sufficient bond with the body by which the  
Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price,  
to secure the claims to which reference is made in sections 9000 through 9510 and 9550  
through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and The Hanover Insurance Company \_\_\_\_\_, ("Surety") are  
held and firmly bound unto all laborers, material men, and other persons referred to in said  
statutes in the sum of Two Hundred Ninety-Eight Thousand Dollars (\$298,000), lawful money  
of the United States, being a sum not less than the total amount payable by the terms of  
Contract, for the payment of which sum well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, successors, or assigns, jointly and severally, by these  
presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the  
heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail  
to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or  
about the performance of the work contracted to be done, or for any work or labor thereon of  
any kind, or for amounts required to be deducted, withheld, and paid over to the Employment  
Development Department from the wages of employees of the Principal or any of his or its  
subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with  
respect to such work or labor, that the Surety will pay the same in an amount not exceeding  
the amount herein above set forth, and also in case suit is brought upon this bond, will pay a  
reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and  
to be included in the judgment therein rendered.


It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and  
all persons, companies, and corporations entitled to file claims under section 9100 of the Civil  
Code, so as to give a right of action to them or their assigns in any suit brought upon this  
bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.


And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, ~~two (2)~~<sup>four (4)</sup> identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 8th day of November, 2017.

(Affix Corporate Seal)

Crew, Inc.  
Principal  
  
By Darrin A. Lalonde, VP / Secretary

The Hanover Insurance Company  
Surety

  
By Maria Guise, Attorney-in-Fact

Alliant Insurance Services, Inc.  
Name of California Agent of Surety

701 B Street, 6th Floor, San Diego, CA 92101  
Address of California Agent of Surety

(619) 238-1828  
Telephone Number of California Agent of Surety

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )

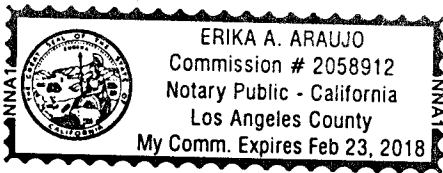
On November 9th, 2017 before me, Erika A. Araujo, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Darrin A. Lalonde  
Name(\$) of Signer(\$)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Payment Bond Document Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

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

STATE OF CALIFORNIA

County of Orange

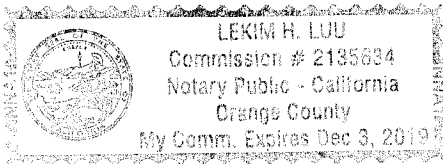
On NOV 08 2017 before me, LeKim H. Luu, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Maria Guise  
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 LeKim H. Luu

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

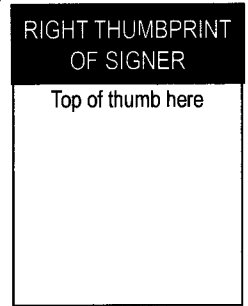
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing:  
Surety Company

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

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



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Michael Parizino, Rachelle Rheault, Jeri Apodaca, James Schaller, Rhonda C. Abel, Kim Luu, Jeffrey Strassner, Patricia S. Arana, Tim M. Tomko, Natalie K. Trofimoff and/or Maria Guise**

Of **Alliant Insurance Services, Inc., Newport Beach, CA**, each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any surety bond, recognizance or obligation in the United States, not to exceed Twenty Five Million Dollars (\$25,000,000.00) in any single instance.**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29<sup>th</sup> day of December, 2015.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

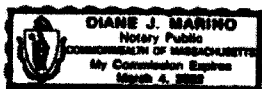
*Robert Thomas*  
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*J. Michael Pete*  
J. Michael Pete, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 29<sup>th</sup> day of December 2015 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Diane J. Marino*  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 8<sup>th</sup> day of November 2017.

CERTIFIED COPY

*Theodore G. Martinez*  
Theodore G. Martinez, Vice President



Nº 4864

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

AMENDED

Certificate of Authority

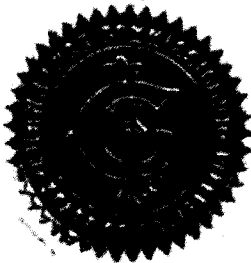
THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

The Hanover Insurance Company

of Bedford, New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire; Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, effective as of the 20th day of October, 1986, I have hereunto set my hand and caused my official seal to be affixed this 20th day of October, 1986.



By

*Victoria S. Sidbury*  
Victoria S. Sidbury  
Deputy

NOTICE:

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

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: FM0825007638 between the County of Riverside ("County") and Crew, Inc. ("Bidder") ("Project").

Labor Code section 3700, in relevant part, provides:


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; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 employees.

I am aware of the provisions of section 3700 of the 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 Project.

Date: November 10, 2017

Proper Name of Bidder: Crew, Inc.

Signature: 

Print Name: Darrin A. Lalonde

Title: Vice-President

(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 Project.)

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: FM0825007638 between County of Riverside ("County") and Crew, Inc. ("Bidder") ("Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby certify that Bidder and all subcontractors of any tier will be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5 at all times during performance of the Work.

I hereby certify that Bidder and all subcontractors (of any tier) shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

Date: November 10, 2017

Proper Name of Bidder: Crew, Inc.

Signature: 

Print Name: Darrin A. Lalonde

Title: Vice-President

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: FM0825007638 between the County of Riverside ("County") and Crew, Inc.("Bidder") ("Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990 ("Act"). The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The County is not a "state agency" as defined in the applicable section(s) of the Government Code, but the County is a local agency under California law and requires all contractors on County projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Bidder shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.


I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the County determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: November 10, 2017

Proper Name of Bidder: Crew, Inc

Signature: 

Print Name: Darrin A. Lalonde

Title: Vice-President

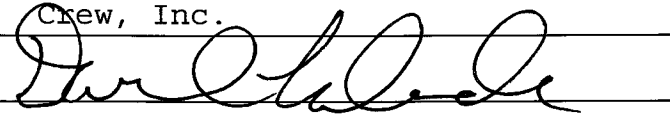
**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: FM0825007638 ("Project") between County of Riverside ("County")  
Crew, Inc. ("Contractor").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for the County.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the County.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: November 10, 2017

Proper Name of Contractor: Crew, Inc.

Signature: 

Print Name: Darrin A. Lalonde

Title: Vice-President

**IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: FM0825007638 ("Project") between County of Riverside ("County") and Crew, Inc. ("Contractor").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA").

Certification of:     Delivery Firm/Transporter     Supplier     Manufacturer  
                          Wholesaler     Broker     Retailer  
                          Distributor     Other \_\_\_\_\_

Type of Entity     Corporation     General Partnership  
                          Limited Partnership     Limited Liability Company  
                          Sole Proprietorship     Other \_\_\_\_\_

Name of firm ("Firm"): Crew, Inc.

Mailing address: 19618 S. Susana Road, Rancho Dominguez, CA 90221

Addresses of branch office used for this Project: Same as above

If subsidiary, name and address of parent company: N/A

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: November 10, 2017

Proper Name of Firm: Crew, Inc.

Signature: 

Print Name: Darrin A. Lalonde

Title: Vice-President



## ADDITIONAL REMARKS SCHEDULE

AGENCY Newport Beach, CA - HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED Crew, Inc. 19618 S. Susana Road Rancho Dominguez, CA 90221
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Cancellation

\* Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.



**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 executed written contract. ✓	Where required by executed 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 executed written contract, but only when coverage for Completed Operations is specifically required by that contract. ✓	Where required by executed 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**

Where required by executed 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	Crew, Inc. ✓		
Policy Number	A1CG94241708 ✓	Endorsement No.	
Policy Period	02/01/2017 ✓ to	Endorsement Effective Date:	02/01/2017 ✓
Producer's Name:			
Producer Number:			

POLICY NUMBER: A1CG94241708 ✓

COMMERCIAL GENERAL LIABILITY ✓  
CG 24 04 05 09

## 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

<b>Name Of Person Or Organization:</b>  WHERE REQUIRED BY EXECUTED WRITTEN CONTRACT ✓
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

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

**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.

**Named Insured:** Crew, Inc. ✓

**Endorsement Effective Date:** 02/01/2017

**SCHEDULE**

**Name Of Person(s) Or Organization(s):** ✓

WHERE REQUIRED BY EXECUTED WRITTEN CONTRACT.

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.

**OLD REPUBLIC GENERAL INSURANCE CORPORATION** ✓

**ADDITIONAL INSURED-PRIMARY AND NON-CONTRIBUTORY** ✓

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: ✓

BUSINESS AUTO COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" 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. ✓

**SCHEDULE**

<b>Name of Person(s) or Organization(s) :</b> WHERE REQUIRED BY EXECUTED WRITTEN CONTRACT
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

If the person or organization shown in the schedule qualifies as an 'insured' for Liability Coverage, and they have coverage as a first named insured under another policy, this policy is primary to and non-contributory with that other insurance.

All other terms, conditions, and exclusions apply.

Named Insured	Crew, Inc.		
Policy Number	A1CA94241708	Endorsement No.	
Policy Period	02/01/2017 to 02/01/2018	Endorsement Effective Date:	02/01/2017
Producer's Name:			
Producer Number:			

 ✓

POLICY NUMBER: A1CA94241708 ✓

COMMERCIAL AUTO  
CA 04 44 10 13

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:

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 the endorsement.

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

**Named Insured:** Crew, Inc.

**Endorsement Effective Date:** 02/01/2017

### SCHEDULE

**Name(s) Of Person(s) Or Organization(s):**

WHERE REQUIRED BY EXECUTED WRITTEN CONTRACT.

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

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

## 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:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

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

WHEN REQUIRED BY EXECUTED WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00.

Named Insured	Crew, Inc.		
Policy Number	A1CW94241708	Endorsement No.	
Policy Period	02/01/2017 02/01/2018	to	Endorsement Effective Date: 02/01/2017
Producer's Name:			
Producer Number:			



**COMPANY PROFILE**

Company Profile

Company Search

Company Search Results

Company Information

Old Company Names

Agent for Service

Reference

Information

NAIC Group List

Lines of Business

Workers'

Compensation

Complaint and

Request for

Action/Appeals

Contact Information

Financial Statements

PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

**Company Information**

**OLD REPUBLIC GENERAL INSURANCE CORPORATION**

**307 N MICHIGAN AVE 17TH FL  
CHICAGO, IL 60601-5382  
800-766-5673**

**Old Company Names**

**Effective Date**

INTERNATIONAL BUSINESS & MERCANTILE REASSURANCE COMPANY	12/14/2006
MOTORISTS BENEFICIAL INSURANCE COMPANY	04/21/1982

**Agent For Service**

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

**Reference Information**

NAIC #:	24139
California Company ID #:	1800-2
Date Authorized in California:	06/30/1965
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

**back to top**

**NAIC Group List**

NAIC Group #: 0150 OLD REPUBLIC GRP

**Lines Of Business**

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

- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

**back to top**

© 2008 California Department of Insurance

A.M. Best Rating Services

Old Republic General Insurance Corporation (7)

A.M. Best #: 002383 NAIC #: 24139 FEIN #: 366067575  
 Domiciliary Address  
 307 North Michigan Avenue  
 Chicago, IL 60601  
 United States

Web: www.oldrepublic.com  
 Phone: 312-346-8100  
 Fax: 312-762-4700



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 058439 - Old Republic International Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

**Best's Credit Ratings**

Financial Strength Rating View Definition	
Rating:	A (Excellent)
Financial Size Category:	X (\$500 Million to \$750 Million)
Outlook:	Stable
Action:	Affirmed
Effective Date:	April 13, 2017
Initial Rating Date:	June 30, 1962

Long-Term Issuer Credit Rating View Definition	
Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	April 13, 2017
Initial Rating Date:	June 20, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst	
Rating issued by:	A.M. Best Rating Services, Inc.
Senior Financial Analyst:	Darian Ryan
Director:	Jennifer Marshall, CPCU, ARM

Disclosure Information	
	<a href="#">View A.M. Best's Rating Disclosure Form</a>
	<a href="#">A.M. Best Affirms Credit Ratings of Subsidiaries of Old Republic International Corporation April 13, 2017</a>

**Rating History**

A.M. Best has provided ratings & analysis on this company since 1962.

Financial Strength Rating	
Effective Date	Rating
4/13/2017	A
12/18/2015	A
10/3/2014	A
10/3/2013	A
9/26/2012	A

Long-Term Issuer Credit Rating	
Effective Date	Rating
4/13/2017	a
12/18/2015	a
10/3/2014	a
10/3/2013	a
9/26/2012	a

**AMB Credit Reports**



**AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data. Report Revision Date: 5/8/2017 (represents the latest significant change).



Historical Reports are available in AMB Credit Report Archive.

View additional news, reports and products for this company.

**Press Releases**

Date	Title
Apr 13, 2017	A.M. Best Affirms Credit Ratings of Subsidiaries of Old Republic International Corporation
Dec 18, 2015	A.M. Best Affirms Ratings of Most Subsidiaries of Old Republic International Corporation
Oct 03, 2014	A.M. Best Upgrades Ratings of Certain Subsidiaries of Old Republic International Corporation
Oct 03, 2013	A.M. Best Affirms Ratings of Old Republic International Corp.'s Subsidiaries; Revises Outlook to Stable for Title Group
Sep 26, 2012	A.M. Best Affirms Ratings of Most of Old Republic International Corporation's Subsidiaries
Aug 16, 2011	A.M. Best Downgrades Ratings of Most Old Republic International Corporation Subsidiaries
Dec 01, 2010	A.M. Best Affirms Ratings & Maintains Negative Outlook on Most Old Republic Intl Corp Subsidiaries; Upgrades Ratings of PMA Group
Sep 29, 2009	A.M. Best Affirms Ratings of Old Republic International Corporation's Subsidiaries; Maintains Negative Outlook On Most Ratings
Dec 09, 2008	A.M. Best Takes Various Rating Actions on Subsidiaries of Old Republic International Corporation
Jun 24, 2008	A.M. Best Affirms Ratings of Old Republic International Corporation's Subsidiaries;Revises Some Outlooks to Negative

1 2

Page size: 10

13 items in 2 pages

**European Union Disclosures**

A.M. Best - Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the European Union (EU). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the EU as per Directive 2006/48/EC.

**Australian Disclosures**

A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit Ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

**Important Notice:** A.M. Best's Credit Ratings are independent and objective opinions, not statements of fact. A.M. Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. A.M. Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of Credit Rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view [Understanding Best's Credit Ratings](#).

[About A.M. Best](#) | [Site Map](#) | [Customer Service](#) | [Member Center](#) | [Contact Info](#) | [Careers](#) | [Terms of Use](#) | [Privacy Policy](#) | [Security](#) | [Legal & Licensing](#)

[Regulatory Affairs - Form NRSRO](#) - [Code of Conduct](#) - [Rating Methodology](#) - [Historical Performance Data](#)

Copyright © 2017 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.



**PROJECT: Larry D. Smith Correctional Facility - Clinic Project**

**BID NO.: FM0825007638**

**CONTRACTOR: Donald M Hoover Company**

**BID CATEGORY: BC 10 - Flooring (C15)**

**DOLLAR VALUE: \$55,811**

**LIQUIDATED DAMAGES: \$2,500.00 per day**

**TIME FOR COMPLETION: 420 Calendar Days**

## AGREEMENT FORM

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 12<sup>th</sup> DAY OF December 2017, by and between the **County of Riverside** ("County") and **Donald M Hoover Company** ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Larry D. Smith Correctional Facility – Clinic Project** ("Project")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the County or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the County and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the County for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the County in the matter shall be final.
- 4. Time for Completion:** The County may give notice to proceed within ninety (90) days of the award of the bid by the County. Refer to Section 013216 for completion time line expectations from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the County for all loss and damage that the County may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The County shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the County will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the County the sum of **Two Thousand Five Hundred** dollars (**\$2,500.00**) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the County, the County may deduct that amount from any money due or that may become due the Contractor under this Agreement. The County's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the County may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The County and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the County, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **County Representatives:** Contractor hereby acknowledges that the Architect(s), County's Agent and the Project Inspector(s) have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any monies due or to become due thereunder, may be assigned by the Contractor without the written approval of the County, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.



- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-15 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code.
- 14.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and by the County.
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the County covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Fifty-Five Thousand, Eight Hundred Eleven Dollars**

**(\$55,811),**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the County and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

"COUNTY" COUNTY OF RIVERSIDE  
COUNTY OF RIVERSIDE

By: [Signature]  
JOHN TAVAGLIONE, Chairman  
Board of Supervisors

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By: [Signature]  
Deputy

(SEAL)

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS

County Counsel

By: [Signature]  
Synthia M. Gunzel  
Supervising Deputy County Counsel

"CONTRACTOR"

Donald M Hoover Company

By: [Signature]  
(type name) C. Race Gentry

Title: President

The following information must be provided concerning the Contractor:

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

Corporation

If "other", enter legal form of business:

N/A

Enter address:

10130 Redwood Ave

Fontana, California 92335-3048

Telephone: (909) 355-0125

Facsimile: (909) 355-3341

Email: Race @ hooverflooring.com

Employer State

Tax ID #: 95-1893283

State Contractor License #: 178283

DIR Registration #: 1000006421

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

We are a Corporation - N/A

If Contractor is a corporation, state:

Name of President: C. Race Gentry

Name of Secretary: C. Race Gentry

State of Incorporation: California

"Bond Issued In Four (4) Counterparts"  
Bond No. 811716P

Premium: \$535.00

Stated premium is fully earned. Premium is for the contract term and is subject to adjustment based on final contract price.
---

DOCUMENT 00 61 13.13

**PERFORMANCE BOND**  
**(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") for the County of Riverside, ("County") and \_\_\_\_\_  
Donald M. Hoover Co. ("Principal") have entered into a contract for the  
furnishing of all materials and labor, services and transportation, necessary, convenient, and  
proper to perform the following project:

**LARRY D. SMITH CORRECTIONAL FACILITY – CLINIC PROJECT** (Project Name)

("Contract") which Contract dated December 12, 2017, and all of the Contract  
Documents attached to or forming a part of the Contract, are hereby referred to and made a  
part hereof; and

WHEREAS, said Principal is required under the terms of the Contract and by California Public  
Contract Code section 20129(b) to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and Developers Surety and Indemnity Company ("Surety"), an  
admitted surety insurer pursuant to code of Civil Procedure, Section 995.120, are held and  
firmly bound unto the County in the penal sum of Fifty-Five Thousand, Eight Hundred Eleven  
Dollars (\$55,811), lawful money of the United States, for the payment of which sum well and  
truly to be made we bind ourselves, our heirs, executors, administrators, successors, and  
assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the County all damages the County incurs as a result of the Principal's failure  
to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs,  
executors, administrators, successors, or assigns, shall in all things stand to and abide by, and  
well and truly keep and perform the covenants, conditions, and agreements in the Contract  
and any alteration thereof made as therein provided, on his or its part to be kept and  
performed at the time and in the intent and meaning, including all contractual guarantees and  
warrantees of materials and workmanship, and shall indemnify and save harmless the County,  
its trustees, officers and agents, as therein stipulated, then this obligation shall become null  
and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation  
shall hold good for a period equal to the warranty and/or guarantee period of the Contract,  
during which time Surety's obligation shall continue if Contractor shall fail to make full,  
complete, and satisfactory repair and replacements and totally protect the County from loss or  
damage resulting from or caused by defective materials or faulty workmanship. The  
obligations of Surety hereunder shall continue so long as any obligation of Contractor remains.  
Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under  
the Contract, law or equity, including, but not limited to, California Code of Civil Procedure  
section 337.15.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) subject to the penal amount of this bond as set forth above.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 13th day of November, 2017.

(Affix Corporate Seal)

Donald M. Hoover Co.

Principal

By C. Race Gentry, President

Developers Surety and Indemnity Company

Surety

By Shannon Lopez, Attorney-in-Fact

HUB International Insurance Services, Inc.

Name of California Agent of Surety

470 E. Highland Ave., Redlands, CA 92373

Address of California Agent of Surety

909.793.2373

Telephone Number of California Agent of Surety

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

DOCUMENT 00 61 13.16

**PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
**(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the County of Riverside, ("County") and \_\_\_\_\_  
Donald M. Hoover Co. ("Principal") have entered into a contract for the furnishing of all  
materials and labor, services and transportation, necessary, convenient, and proper to perform  
the following project:

**LARRY D. SMITH CORRECTIONAL FACILITY - CLINIC PROJECT** (Project Name)

("Contract") which Contract dated December 12, 2017, and all of the Contract  
Documents attached to or forming a part of the Contract, are hereby referred to and made a  
part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon  
the performance of the work, to file a good and sufficient bond with the body by which the  
Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price,  
to secure the claims to which reference is made in sections 9000 through 9510 and 9550  
through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Developers Surety and Indemnity Company, ("Surety") are  
held and firmly bound unto all laborers, material men, and other persons referred to in said  
statutes in the sum of Fifty-Five Thousand, Eight Hundred Eleven Dollars (\$55,811), lawful  
money of the United States, being a sum not less than the total amount payable by the terms  
of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, successors, or assigns, jointly and severally, by these  
presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the  
heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail  
to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or  
about the performance of the work contracted to be done, or for any work or labor thereon of  
any kind, or for amounts required to be deducted, withheld, and paid over to the Employment  
Development Department from the wages of employees of the Principal or any of his or its  
subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with  
respect to such work or labor, that the Surety will pay the same in an amount not exceeding  
the amount herein above set forth, and also in case suit is brought upon this bond, will pay a  
reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and  
to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and  
all persons, companies, and corporations entitled to file claims under section 9100 of the Civil  
Code, so as to give a right of action to them or their assigns in any suit brought upon this  
bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

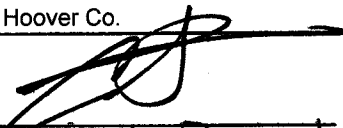
And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 13th day of November, 2017.

(Affix Corporate Seal)

Donald M. Hoover Co.

Principal

  
By C. Race Gentry, President

Developers Surety and Indemnity Company

Surety

  
By Shannon Lopez, Attorney-in-Fact

HUB International Insurance Services, Inc.

Name of California Agent of Surety

470 E. Highland Ave., Redlands, CA 92373

Address of California Agent of Surety

909.793.2373

Telephone Number of California Agent of Surety

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: FM0825007638 between the County of Riverside ("County") and Donald M Hoover Company ("Bidder") ("Project").

Labor Code section 3700, in relevant part, provides:

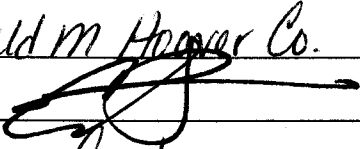
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 employees.

I am aware of the provisions of section 3700 of the 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 Project.

Date: 11/13/17

Proper Name of Bidder: Donald M Hoover Co.

Signature: 

Print Name: C. Russ Gentry

Title: President

(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 Project.)

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: FM0825007638 between County of Riverside ("County") and Donald M Hoover Company ("Bidder") ("Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby certify that Bidder and all subcontractors of any tier will be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5 at all times during performance of the Work.

I hereby certify that Bidder and all subcontractors (of any tier) shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

Date:

11/13/17

Proper Name of Bidder:

Donald M Hoover Co.

Signature:



Print Name:

C. Race Gentry

Title:

President



**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: FM0825007638 between the County of Riverside ("County") and Donald M Hoover Company("Bidder") ("Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990 ("Act"). The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The County is not a "state agency" as defined in the applicable section(s) of the Government Code, but the County is a local agency under California law and requires all contractors on County projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Bidder shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

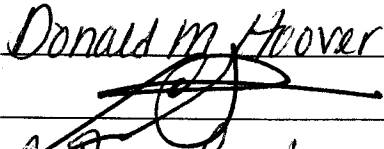
I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the County determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 11/13/17

Proper Name of Bidder: Donald M Hoover Co

Signature: 

Print Name: C. Race Gentry

Title: President

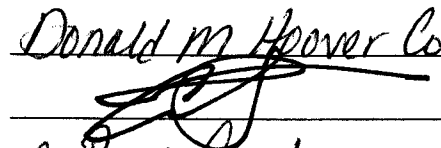
**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: FM0825007638 ("Project") between County of Riverside ("County")  
Donald M Hoover Company ("Contractor").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for the County.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the County.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 11/13/17

Proper Name of Contractor: Donald M Hoover Co

Signature: 

Print Name: C. Race Gentry

Title: President

**IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: FM0825007638 ("Project") between County of Riverside ("County") and Donald M Hoover Company ("Contractor").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA").

- Certification of:
- Delivery Firm/Transporter
  - Wholesaler
  - Distributor
  - Supplier
  - Broker
  - Other Installer
  - Manufacturer
  - Retailer
- Type of Entity
- Corporation
  - Limited Partnership
  - Sole Proprietorship
  - General Partnership
  - Limited Liability Company
  - Other \_\_\_\_\_

Name of firm ("Firm"): Donald M Hoover Co

Mailing address: 10130 Redwood Ave. Fontana, CA 92335

Addresses of branch office used for this Project: 10130 Redwood Ave. Fontana, CA 92335

If subsidiary, name and address of parent company: N/A

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: 11/13/17

Proper Name of Firm: Donald M Hoover Co.

Signature: [Signature]

Print Name: C. Race Gentry

Title: President

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

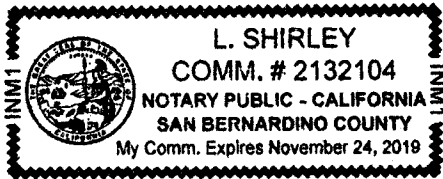
State of California

County of San Bernardino )

On 11-13-17 before me, L. Shirley, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared C. Race Gentry  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature L. Shirley  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

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

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

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

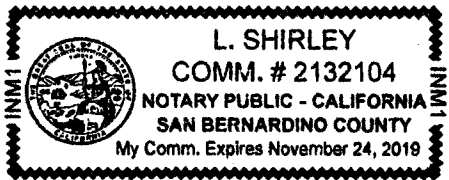
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Bernardino )  
On 11-13-17 before me, L. Shirley, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared C. Race Gentry  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature L. Shirley  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

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

## CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On November 13, 2017 before me Gillian P. Johnston, Notary Public,

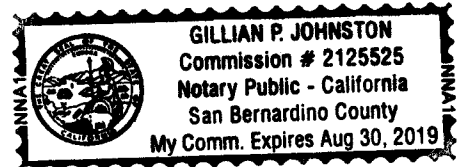
personally appeared Shannon Lopez,

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 *Gillian P. Johnston* (Seal)



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

## CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On November 13, 2017 before me Gillian P. Johnston, Notary Public,

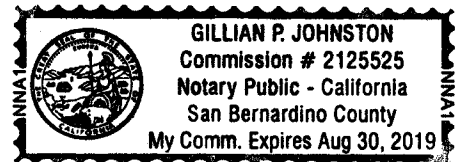
personally appeared Shannon Lopez,

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 Gillian P. Johnston (Seal)





**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*George A. DeCristo, Shannon Lopez, Peter M. Davis, Samantha Orf, Epi Carter, Martin M. Davis, Elizabeth D. Kolpien, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

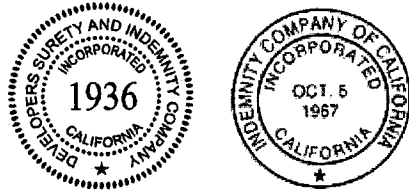
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



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

State of California  
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer

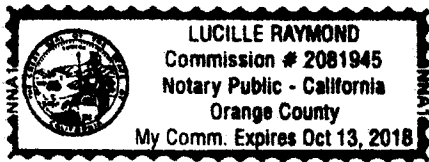
personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*  
Lucille Raymond, Notary Public



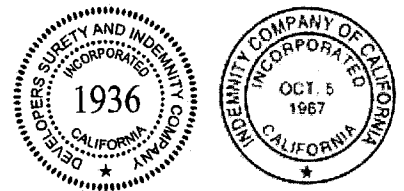
Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 13<sup>th</sup> day of November 2017.

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary



**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*George A. DeCristo, Shannon Lopez, Peter M. Davis, Samantha Orf, Epi Carter, Martin M. Davis, Elizabeth D. Kolpien, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



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

State of California  
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer

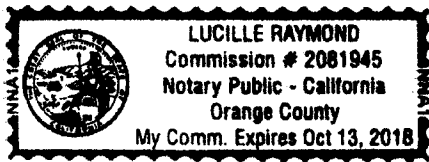
personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 13<sup>th</sup> day of November 2017.

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary







## ADDITIONAL REMARKS SCHEDULE

AGENCY Redlands, CA - HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED Donald M. Hoover Co., Inc. 10130 Redwood Avenue Fontana, CA 92335
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

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

✓ Description of Operations/Locations/Vehicles:

afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date."

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)**

Blanket Additional Insured agreed

10130 REDWOOD AVENUE

FONTANA, CA 92335

**Location And Description Of Completed Operations**

Work described in writing in the contract, agreement or permit.

Location(s) at which You performed work described in written contract, agreement or permit.

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.



280

of 104

63

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):**

Blanket Additional Insured agreed ✓

10130 REDWOOD AVENUE

FONTANA, CA 92335

**Location(s) Of Covered Operations**

Any location(s) when You have agreed in a written contract, agreement or permit that person or organization be added as an additional insured ✓

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.

58 of 104

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.



280

of 104

59

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ✓

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
✓ ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT	3
✓ PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
✓ WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

of 140  
52



With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
  - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

    - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
    - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.



290

of 140

53

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

**9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### **E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

#### **F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

#### **G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
- (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

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.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (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.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.



2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "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.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. 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:

- a. Required by the contract or agreement; or
- b. 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.

✓ **H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

of 140  
56

b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

**(1)** "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



290

of 140

57

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

**K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

**L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

**M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

**N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

**O. BODILY INJURY REDEFINED**

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

of 140

58

**P. EXTENDED PROPERTY DAMAGE**

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization 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" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



290

of 140

59

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

**BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**COVERAGE INDEX**

**SUBJECT**

**PROVISION NUMBER**

✓ ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	19
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	22
EMPLOYEES AS INSUREDS (including employee hired auto)	2
EXTENDED CANCELLATION CONDITION	23
EXTRA EXPENSE – BROADENED COVERAGE	10
GLASS REPAIR – WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE (including employee hired auto and loss of use)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	17
✓ UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	18
✓ WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	20

**SECTION II – LIABILITY COVERAGE** is amended as follows:

**1. BROAD FORM INSURED**

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:
  - (1) Is a partnership or joint venture; or
  - (2) Is an insured under any other automobile policy; or
  - (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization;



- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

## 2. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

## 3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

## 4. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## 5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

## 6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
  - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V – DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

## 7. TOWING AND LABOR

SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

## 8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

**9. RENTAL REIMBURSEMENT**

SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an “auto” because of “accident” or “loss”, to an “auto” for which we also pay a “loss” under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the “accident” or “loss” to the covered “auto.”
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered “auto”.
- d. This coverage does not apply unless you have a business necessity that other “autos” available for your use and operation cannot fill.
- e. If “loss” results from the total theft of a covered “auto” of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include “personal effects” as defined in provision 11.

**10. EXTRA EXPENSE - BROADENED COVERAGE**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered “auto” to you. The maximum amount we will pay is \$1,000.

**11. PERSONAL EFFECTS COVERAGE**

A. SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an “auto” you own and that “auto” is stolen, we will pay, without application of a deductible, up to \$600 for “personal effects” stolen with the “auto.”

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, “personal effects” mean tangible property that is worn or carried by an insured.” “Personal effects” does not include tools, equipment, jewelry, money or securities.

**12. ACCIDENTAL AIRBAG DEPLOYMENT**

SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for “loss” relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer’s warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

**13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

#### 14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
  - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
  - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
  - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
  - d. Transfer or rollover balances from previous loans or leases,
  - e. Final payment due under a "Balloon Loan",
  - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
  - g. Security deposits not refunded by a lessor,
  - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
  - i. Any amount representing taxes,
  - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V – DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

**15. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

**17. TWO OR MORE DEDUCTIBLES**

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

**SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:**

**18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
  - 1. You, if you are an individual;
  - 2. A partner, if you are a partnership;
  - 3. Member, if you are a limited liability company;
  - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

✓ **20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

**21. HIRED AUTO COVERAGE TERRITORY**

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **B.7.**, Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

**SECTION V – DEFINITIONS is amended as follows:**

**22. BODILY INJURY REDEFINED**

Under SECTION V – DEFINITIONS, definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**COMMON POLICY CONDITIONS**

**23. EXTENDED CANCELLATION CONDITION**

COMMON POLICY CONDITIONS, paragraph **A.**– CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

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).

The additional premium for this endorsement shall be 3% of the total California Workers' Compensation premium otherwise due.

Schedule

<u>Person or Organization</u>	<u>Job Description</u>
Any person or organization when required by written contract	All California Operations

Policy Number: WSD 5032411 01

Insured: Donald M Hoover Co Inc

Endorsement Effective: 1/1/2017

Coverage Provided by: Ins Co of the West

Issue Date: 12/29/2016

Countersigned by: *PC Hoover*



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information

- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**OHIO CASUALTY INSURANCE COMPANY (THE)**  
**175 BERKELEY STREET**  
**BOSTON, MA 02116**

**Old Company Names**

**Effective Date**

**Agent For Service**

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

**Reference Information**

NAIC #:	24074
California Company ID #:	5133-4
Date Authorized in California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

**back to top**

**NAIC Group List**

NAIC Group #: 0111 LIBERTY MUT GRP

**Lines Of Business**

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

- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY



**CALIFORNIA  
DEPARTMENT OF INSURANCE**

**Company Profile**

- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information

**Financial Statements PDF's**

Annual Statements

Quarterly Statements

**Company Complaint**

- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

**Additional Info**

- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**AMERICAN FIRE AND CASUALTY COMPANY**

**175 BERKELEY STREET  
BOSTON, MA 02116**

**Old Company Names**

**Effective Date**

**Agent For Service**

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

**Reference Information**

NAIC #:	24066
California Company ID #:	3202-9
Date Authorized in California:	03/16/1989
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

**back to top**

**NAIC Group List**

NAIC Group #: 0111 LIBERTY MUT GRP

**Lines Of Business**

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

- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY

## A.M. Best Rating Services

## American Fire and Casualty Company (7)

A.M. Best #: 000128 NAIC #: 24066 FEIN #: 590141790

Administrative Office  
175 Berkeley Street  
Boston, MA 02116  
United States

View Additional Address Information

Web: www.LibertyMutualGroup.com

Phone: 513-603-2400

Fax: 513-603-3179



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 051114 - Liberty Mutual Holding Company Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

## Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	March 08, 2017
Initial Rating Date:	June 30, 1939

## Long-Term Issuer Credit Rating View Definition

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	March 08, 2017
Initial Rating Date:	July 21, 2005

u Denotes Under Review Best's Rating

## Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.  
Senior Financial Analyst: Gregory Dickerson  
Senior Director: Michael J. Lagomarsino, CFA, FRM

## Disclosure Information



View A.M. Best's Rating Disclosure Form



A.M. Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries  
March 08, 2017

## Rating History

A.M. Best has provided ratings &amp; analysis on this company since 1939.


## Financial Strength Rating

Effective Date	Rating
3/8/2017	A
10/8/2015	A
9/24/2014	A
8/14/2013	A
7/26/2012	A

## Long-Term Issuer Credit Rating

Effective Date	Rating
3/8/2017	a
10/8/2015	a
9/24/2014	a
8/14/2013	a
7/26/2012	a

## AMB Credit Reports

 **AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data. Report Revision Date: 10/19/2017 (represents the latest significant change).

 Historical Reports are available in AMB Credit Report Archive.

View additional news, reports and products for this company.

### Press Releases

<u>Date</u>	<u>Title</u>
Mar 08, 2017	A.M. Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Oct 08, 2015	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Sep 24, 2014	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Aug 14, 2013	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Jul 26, 2012	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Jun 16, 2011	A.M. Best Revises Outlook to Stable for Liberty Mutual Holding Company Inc. and Its Subsidiaries
Jun 11, 2010	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Mar 05, 2008	A.M. Best Affirms Ratings of Liberty Mutual Group, Inc., Its Subsidiaries and Liberty Life Assurance Company of Boston
Mar 20, 2007	A.M. Best Upgrades Ratings of Ohio Casualty Group and Ohio Casualty Corporation; Revises Outlook to Stable
Apr 17, 2006	A.M. Best Affirms Ratings of Ohio Casualty Group and Ohio Casualty Corporation; Changes Rating Outlook to Positive

1 2 Page size: 10 14 items in 2 pages

#### European Union Disclosures

A.M. Best - Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the European Union (EU). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the EU as per Directive 2006/48/EC.

#### Australian Disclosures

A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit Ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

**Important Notice:** A.M. Best's Credit Ratings are independent and objective opinions, not statements of fact. A.M. Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. A.M. Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of Credit Rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view [Understanding Best's Credit Ratings](#).

[About A.M. Best](#) | [Site Map](#) | [Customer Service](#) | [Member Center](#) | [Contact Info](#) | [Careers](#) | [Terms of Use](#) | [Privacy Policy](#) | [Security](#) | [Legal & Licensing](#)

[Regulatory Affairs - Form NRSRO - Code of Conduct - Rating Methodology - Historical Performance Data](#)

Copyright © 2017 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.

A.M. Best Rating Services

Insurance Company of the West (?)

A.M. Best #: 004667 NAIC #: 27847 FEIN #: 952769232

Mailing Address

P.O. Box 509039  
San Diego, CA 92150-9039  
United States

View Additional Address Information

Web: www.icwgroup.com

Phone: 858-350-2400

Fax: 858-350-2792



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 051656 - Ernest Rady Trust is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

**Best's Credit Ratings**

**Financial Strength Rating View Definition**

<b>Rating:</b>	A- (Excellent)
<b>Affiliation Code:</b>	p (Pooled)
<b>Financial Size Category:</b>	XI (\$750 Million to \$1 Billion)
<b>Outlook:</b>	Positive
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	October 06, 2017
<b>Initial Rating Date:</b>	June 30, 1978

**Long-Term Issuer Credit Rating View Definition**

<b>Long-Term:</b>	a-
<b>Outlook:</b>	Positive
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	October 06, 2017
<b>Initial Rating Date:</b>	July 30, 2007

u Denotes Under Review Best's Rating

**Best's Credit Rating Analyst**

**Rating Issued by:** A.M. Best Rating Services, Inc.

**Financial Analyst:** Samiksha Gupta

**Senior Financial Analyst:** Robert Raber

**Disclosure Information**



View A.M. Best's Rating Disclosure Form



A.M. Best Revises Outlooks to Positive for Insurance Company of the West and Its Subsidiaries  
October 06, 2017

**Rating History**

A.M. Best has provided ratings & analysis on this company since 1978.


**Financial Strength Rating**

Effective Date	Rating
10/6/2017	A-
9/15/2016	A-
9/17/2015	A-
9/4/2014	A-
8/30/2013	A-

**Long-Term Issuer Credit Rating**

Effective Date	Rating
10/6/2017	a-
9/15/2016	a-
9/17/2015	a-
9/4/2014	a-
8/30/2013	a-

**AMB Credit Reports**

 **AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.  
Report Revision Date: 10/25/2017 (represents the latest significant change).

 Historical Reports are available in AMB Credit Report Archive.

View additional news, reports and products for this company.

### Press Releases

<u>Date</u>	<u>Title</u>
Oct 06, 2017	A.M. Best Revises Outlooks to Positive for Insurance Company of the West and Its Subsidiaries

#### European Union Disclosures

A.M. Best - Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the European Union (EU). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the EU as per Directive 2006/48/EC.

#### Australian Disclosures

A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit Ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

**Important Notice:** A.M. Best's Credit Ratings are independent and objective opinions, not statements of fact. A.M. Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. A.M. Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of Credit Rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view [Understanding Best's Credit Ratings](#).

[About A.M. Best](#) | [Site Map](#) | [Customer Service](#) | [Member Center](#) | [Contact Info](#) | [Careers](#) | [Terms of Use](#) | [Privacy Policy](#) | [Security](#) | [Legal & Licensing](#)

[Regulatory Affairs - Form NRSRO](#) - [Code of Conduct](#) - [Rating Methodology](#) - [Historical Performance Data](#)

Copyright © 2017 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.

**CALIFORNIA  
DEPARTMENT OF INSURANCE**

Company Profile

**COMPANY PROFILE**

Company Search

**Company Information**

Company Search Results

Company Information

**INSURANCE COMPANY OF THE WEST**

Old Company Names

**PO BOX 509039  
SAN DIEGO, CA 92150-9039**

Agent for Service

**Old Company Names**

**Effective Date**

Reference Information

**Agent For Service**

NAIC Group List

TERESA LEON  
15025 INNOVATION DRIVE  
SAN DIEGO CA 92128-3409

Lines of Business

Workers' Compensation  
Complaint and Request for  
Action/Appeals  
Contact Information

**Reference Information**

Financial Statements PDF's

NAIC #:	27847
California Company ID #:	2071-9
Date Authorized in California:	05/17/1972
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

**back to top**

Company Enforcement Action

Composite Complaints Studies

**NAIC Group List**

Additional Info

Find A Company Representative In Your Area

NAIC Group #: 0922 ICW Grp Assets Inc Grp

View Financial Disclaimer

**Lines Of Business**

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

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER



**PROJECT: Larry D. Smith Correctional Facility - Clinic Project**

**BID NO.: FM0825007638**

**CONTRACTOR: K & Z Cabinet Co., Inc.**

**BID CATEGORY: BC 07 - Casework (C6)**

**DOLLAR VALUE: \$97,150**

**LIQUIDATED DAMAGES: \$2,500.00 per day**

**TIME FOR COMPLETION: 420 Calendar Days**

## **AGREEMENT FORM**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 12<sup>th</sup> DAY OF December 2017, by and between the **County of Riverside** ("County") and **K & Z Cabinet Co., Inc.** ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Larry D. Smith Correctional Facility – Clinic Project** ("Project")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the County or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the County and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the County for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the County in the matter shall be final.
- 4. Time for Completion:** The County may give notice to proceed within ninety (90) days of the award of the bid by the County. Refer to Section 013216 for completion time line expectations from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the County for all loss and damage that the County may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The County shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.



6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the County will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the County the sum of **Two Thousand Five Hundred dollars (\$2,500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the County, the County may deduct that amount from any money due or that may become due the Contractor under this Agreement. The County's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the County may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The County and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the County, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **County Representatives:** Contractor hereby acknowledges that the Architect(s), County's Agent and the Project Inspector(s) have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any monies due or to become due thereunder, may be assigned by the Contractor without the written approval of the County, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C6 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code.
14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and by the County.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the County covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Ninety-Seven Thousand, One Hundred Fifty Dollars**

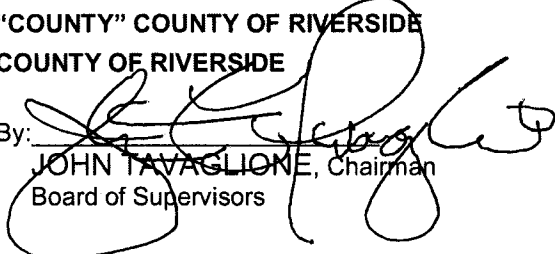
**(\$97,150),**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the County and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

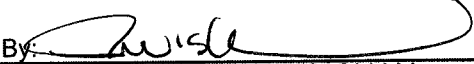
16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

"COUNTY" COUNTY OF RIVERSIDE  
COUNTY OF RIVERSIDE

By:   
JOHN TAVAGLIONE, Chairman  
Board of Supervisors

"CONTRACTOR"  
K & Z Cabinet Co., Inc.

By:   
(type name) DENNIS CHAN  
Title: PRESIDENT

The following information must be provided concerning the Contractor:

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

If "other", enter legal form of business:

Enter address:  
1450 S. GROVE AVENUE  
Ontario, California 91761

Telephone: (909) 947-3567  
Facsimile: (909) 947-3264  
Email: DCHAN@KZCABT.COM

Employer State  
Tax ID #: 17471467

State Contractor License #: 319196

DIR Registration #: 1000000291

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:

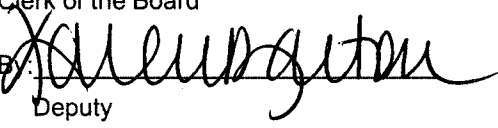
Name of President: DENNIS CHAN

Name of Secretary: DENNIS CHAN

State of Incorporation: CALIFORNIA

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By:   
Deputy

(SEAL)

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS

County Counsel

By:   
Cynthia M. Gunzel  
Supervising Deputy County Counsel

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: FM0825007638 between the County of Riverside ("County") and K & Z Cabinet Co., Inc. ("Bidder") ("Project").

Labor Code section 3700, in relevant part, provides:

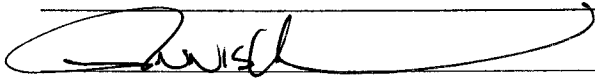
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 employees.

I am aware of the provisions of section 3700 of the 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 Project.

Date: NOVEMBER 8, 2017

Proper Name of Bidder: K&Z CABINET CO., INC.

Signature: 

Print Name: DENNIS CHAN

Title: PRESIDENT

(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 Project.)