WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

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

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

Endorsement Effective: 06/01/2017

Policy No. 7600017724171

Endorsement No. 001

Insured: JPI Development Group, Inc.

Premium \$ INCL.

Insurance Company: Everest National Insurance Company

Countersigned By:

^{- 1998} by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved. From the WCTRB's California Workers' Compensation Insurance Forms Manual - 1999.



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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

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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

1

AMERICAN FIRE AND CASUALTY COMPANY

175 BERKELEY STREET BOSTON, MA 02116



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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	

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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

Everest National Insurance Company (7)

A.M. Best #: 002799 Mailing Address P.O. Box 830 NAIC #: 10120 FEIN #: 222650372

Liberty Corner, NJ 07938-0830 United States

Web: www.everestnational.com Phone: 908-604-3000 Fax: 908-604-3434

View Additional Address Information



Assigned to Insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 058455 - Everest Re Group, Ltd 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+ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	February 10, 2017
Initial Rating Date:	June 14, 1993
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Long-Term Issuer Credit Rating View Definition	The second secon
Long-Term;	the transfer of the product of the contract of
Outlook:	88-
Action:	Stable
Effective Date:	Affirmed
Initial Rating Date:	February 10, 2017 June 17, 2005
and the second s	Julie 11, 2000
Denotes Under Review Best's Rating	
Best's Credit Rating Analyst	
Rating Issued by: A.M. Best Rating Services, Inc.	A second of the control of the contr
Senior Financial Analyst: Scott Mangan	
Director: Steven M. Chirico, CPA	
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Note: Credit Ratings on this company are European Union Endorsed.	
Disclosure Information	The first of tables, and we will be the second of the seco
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A.M. Best Affirms Credit Ratings of Everest Re Group Ltd. and	its Subsidiaries
February 10, 2017	
EMBRITES SERVICE COSTS C	11 of the Control of

Rating History	
A.M. Best has provided ratings & analysis on this company since 1993,	
Financial Strength Rating	e de la proposición de la composición
Effective Date	Rating
2/10/2017 /	A+
9/9/2015	A+
7/25/2014	A+
7/25/2013	A+
8/7/2012	
Long-Term Issuer Credit Rating	and the second of the second o
Effective Date	Rating
2/10/2017	82-
9/9/2015	ea-
7/25/2014	8a-
7/25/2013	88-
8/7/2012	

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: 3/22/2017 (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>	Title	
May 03, 2017	A.M. Best Assigns Credit Ratings to Everest Denali Insurance Company and Everest Premier Insurance Company	and the first and garage and garage and an analysis and an analysis and about an and an an analysis and an ana
Feb 10, 2017	A.M. Best Affirms Credit Ratings of Everest Re Group Ltd. and its Subsidiaries	,
Sep 09, 2015	A.M. Best Affirms Ratings of Everest Reinsurance (Bermuda) Ltd., its Subsidiaries and Everest Re Group Ltd.	
Jul 25, 2014	A.M. Best Affirms Ratings of Everest Reinsurance (Bermuda) Ltd., its Subsidiaries and Everest Re Group Ltd.	
Jul 25, 2013	A.M. Best Affirms Ratings of Everest Re Group Ltd., Everest Reinsurance (Bermuda) Ltd. and Its Affiliates	
Aug 07, 2012	A.M. Best Affirms Ratings of Everest Reinsurance (Bermuda) Ltd., Its Subsidiaries and Everest Re Group Ltd.	
Aug 17, 2011	A.M. Best Affirms Ratings of Everest Re Group Ltd., Its Subsidiaries and Everest Reinsurance Holdings Inc.	
Jul 29, 2010	A.M. Best Affirms Ratings of Everest Re Group, Ltd., Its Subsidiaries and Everest Reinsurance Holdings, Inc.	
Jun 09, 2009	A.M. Best Affirms Ratings of Everest Re Group, Ltd., Its Subsidiaries and Everest Reinsurance Holdings, Inc.	
Jun 16, 2008	A.M. Best Affirms Ratings of Everest Re Group, Ltd. and Everest Reinsurance Holdings, Inc.	
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European Union Disclosures

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EVEREST NATIONAL INSURANCE COMPANY

477 MARTINSVILLE ROAD LIBERTY CORNER, NJ 07938 800-438-4375

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DRYDEN GUARANTY INSURANCE COMPANY PRUDENTIAL NATIONAL INSURANCE COMPANY 10/20/1993 06/17/1996

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Agent For Service

NANCY CARAVACA 1111 BROADWAY **SUITE 2050**

CA 94607

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Reference Information

NAIC #:	10120
California Company ID #:	3138-5
Date Authorized in California:	03/02/1988
License Status;	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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NAIC Group List

NAIC Group #:

1120

EVEREST REINS HOLDINGS GRP

Lines Of Business

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

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SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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DOCUMENT 00 56 00

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agree	ment is made and entered	into this <u>14th</u>	day of No	ovember, 2	2017, by and
	nty of Riverside, whose a				
	after called "Owner," and			ion Compan	ies, Inc. ,
whose address is	323 South Sierra Way, San Be	ernardino, CA 92408		, herei	nafter called
"Contractor," and	Citizens Business Bank			_ Bank who	se address is
818 North Mountain	Avenue, Upland, CA 91786		hereinafte	er called "Esc	row Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for the project known as Larry D. Smith Correctional Facility —Laundry Facility Expansion, in the amount of One Million Four Hundred Fifty Thousand Six Hundred Dollars (\$1,450,600.00), dated December 12, 2017 (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of County of Riverside, and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

COUNTY OF RIVERSIDE
LARRY D. SMITH CORRECTIONAL FACILITY - LAUNDRY FACILITY
EXPANSION

ESCROW AGREEMENT DOCUMENT 00 56 00-1

- (7) The Owner shall have a right to draw upon the cash or securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
- (8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (6) through (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

Signature

On behalf of Contractor:

Address: \$23 South Sierra Way

Name: Lori Hyder

Title: Vice President

Inland Building Construction Companies, Inc,

San Bernardino, CA 92408

On behalf of Owner:

County of Riverside

Name: Vincent Coffeen Title: Assistant Director

Signature Address: 3403 10th Street, Suite 400

Riverside, CA 92501

On behalf of Escrow Agent: Citizens Business Bank

Name: Cyndi Allman

Title: Vice President, Service Manager Signature ignal Signature

Address: 818 North Mountain Avenue Upland, CA 91786

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers effective on the date first set forth above.

OWNER:

County of Riverside

CONTRACTOR:

Inland Building Construction Companies, Inc.

Title:

Chairperson

Name: Chuck Washington

Signature

Title: Vice President

Name:Lori Hyde

Signature

LARRY D. SMITH CORRECTIONAL FACILITY - LAUNDRY FACILITY

EXPANSION

ESCROW AGREEMENT DOCUMENT 00 56 00-2

DOCUMENT 00 56 00

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreed between the Cour CA 92501, herein	ment is made and entered into this 12th nty of Riverside, whose address is 3403 after called "Owner," and JPI Development 41205 Golden Gate Circle, Murrieta, Ca 92562	day of 10 th Street, Group, Inc.	ember , 2016, by and Suite 400, Riverside,
whose address is	41205 Golden Gate Circle, Murrieta, Ca 92562 First National Bank of Southern California		, hereinafter called Bank whose address is
2365 Marron Rd Car	Isbad, Ca 92008	, hereinafter	called "Escrow Agent."
For the considerat	cion hereinafter set forth, the Owner, Co	ntractor, and	Escrow Agent agree as

- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

12.12.17 3.17

- (7) The Owner shall have a right to draw upon the cash or securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
- (8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (6) through (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner: On behalf of Contractor: **County of Riverside** Name: Brad Janikowski Name: Vincent Coffeen Title: President Title: Assistant Director Signature Signature Address: 3403 10th Street, Suite 400 Address: 41205 Golden Gate Circle Riverside, CA 92501 Murrieta, Ca 92562 On behalf of Escrow Agent: Name: Evelyn Witt Title: SVR Director of Retail Banking Signature Author Road
Address: 2865 Marron Road

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

 $\stackrel{\square}{\vdash}$ IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers effective on the date first set forth above.

OWNER:
County of Riverside

Title: Chairperson
Name: Churk Mashington

CONTRACTOR:

Title: President
Name: Brad Janikowski

Signature ATTES 1:

Carlsbad, CA 92008

KECIA HARPER-IHEM, Clerk
By Warden

COUNTY OF RIVERSIDE LARRY D. SMITH CORRECTIONAL FACILITY – LAUNDRY FACILITY EXPANSION

ESCROW AGREEMENT DOCUMENT 00 56 00-2

BY: ANTHIA M. GUNZEL DATE

DOCUMENT 00 56 00

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into this 14th	day of November, 2017, by and
between the County of Riverside, whose address is 3403	
CA 92501, hereinafter called "Owner," and Inland Building	Construction Companies, Inc.
whose address is 323 South Sierra Way, San Bernardino, CA	A 92408 , hereinafter called
"Contractor," and <u>Citizens Business Bank</u>	Bank whose address is
818 North Mountain Avenue, Upland, CA 91786	hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for the project known as Larry D. Smith Correctional Facility - Laundry of One Million Four Hundred Fifty Thousand Six Hundred **Project**, in the amount **Dollars** (\$ 1,450,600.00 ____), dated <u>December 12</u>, 2017 (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of County of Riverside, and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

COUNTY OF RIVERSIDE

LARRY D. SMITH CORRECTIONAL FACILITY - CLINIC PROJECT

ESCROW AGREEMENT DOCUMENT 00 56 00-1

- (7) The Owner shall have a right to draw upon the cash or securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
- (8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (6) through (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

County of Riverside

Name: Vincent Coffeen Title: Assistant Director

Signature Address: 3403 10th Street, Suite 400

Riverside, CA 92501

On behalf of Contractor:

Inland Building Construction Companies, Inc.

Name: Lori Hyder Title: Vice President

Signature

Address: 323 South Sierra

San Bernardino CA

92408

On behalf of Escrow Agent: Citizens Business Bank

Name: Cyndi Allman

Title: Vice Bresident, Service Manager

Signature

Address: 818 N Mountain Ave

Upland Ca 91786

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers Seffective on the date first set forth above.

OWNER:

CONTRACTOR:

County of Riverside

Inland Building Construction Companies, Inc.

Hitle: Chairperson ⊿Name: Ջիսck Washingtor

Title: Vice President

Name: Lori Hyder

Signature

COUNTY OF RIVERSIDE

LARRY DA SMITH CORRECTIONAL FACILITY - CLINIC PROJECT

ESCROW AGREEMENT DOCUMENT 00 56 00-2

FORM APPROVED COUNTY/COUNSEL