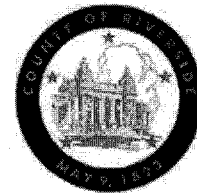


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.15
(ID # 5678)

MEETING DATE:

Tuesday, January 23, 2018

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

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND SHERIFF'S DEPARTMENT: Off-Site Improvements at the John J. Benoit Detention Center – Phase I – Approval of Construction Contract for Downing Construction, Inc., District 4. [\$2,866,635 - Existing JJB Detention Center Bond Proceeds - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Addenda No. 1 and 2 to the plans and specifications and bid documents issued prior to the October 4, 2017 bid opening of the Off-Site Improvements at the John J. Benoit Detention Center (Off-Site Improvements at the JJB Detention Center) Project-Phase I;
2. Waive the minor bid irregularity and accept the low bid submitted by Downing Construction, Inc. of Redlands, CA (Downing) as the lowest responsive and responsible bidder for the Project;
3. Award the construction contract between the County of Riverside (County) and Downing in the amount of \$2,866,635 and authorize the Chairman of the Board to execute the agreement on behalf of the County; and
4. Authorize the Assistant County Executive Officer/EDA to administer the contract of Downing in accordance with applicable Board Policies.

ACTION: Policy, CIP


Robert Field, Assistant County Executive Officer/EDA

12/5/2017

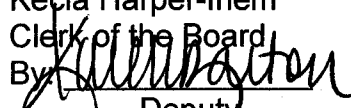
Stan Sniff
Sheriff-Coroner-PA
By Scot Collins, Chief Deputy

12/11/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: January 23, 2018
xc: EDA, Sheriff

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 859,991	\$ 2,006,644	\$ 2,866,635	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Existing JJB Detention Center Bond Proceeds-100% (Previously approved budget)			Budget Adjustment: No	
			For Fiscal Year: 2017/18-2018/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 29, 2017, Item 3.52, the Board of Supervisors (Board) approved the plans and specifications for Phase I (Storm Drain Improvements) of the Off-Site Improvements at the JJB Detention Center project and authorized the Clerk of the Board to advertise for construction bids.

On September 19, 2017, the Economic Development Agency (EDA) held a mandatory job walk at the project site and bids were submitted and opened by the Clerk of the Board on October 4, 2017. Three bids were submitted and reviewed by EDA staff and County Counsel.

There is an irregularity in the bids that was consistent with all three bidders. The form in the bid package required the bidders to list their subcontractors by their name, including the city and state where their businesses are located. This form did not require a contractor's license number for each of the subcontractors. All three bidders did conform to the bid documents and completed the form that was included in the bid package.

The irregularity does not materially affect the price, quantity, quality, delivery or terms that were identified in the bid documents. Since all three bidders completed the form the same way, there is no unfair advantage to the apparent low bidder. EDA recommends the Board waive the minor irregularity and award the construction contract to Downing in the amount of \$2,866,635 for Phase I of the Project.

Impact on Residents and Businesses

(Commences on page 3)

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

Impact on Residents and Businesses

It is anticipated that the start of construction for the Project will be May 1, 2018 and be complete by August 2018. During construction, traffic will be disrupted on both Highway 111 and Arabia Street in Indio. Once construction is complete, storm induced flooding at the intersection of Highway 111 and Arabia Street will be diminished and traffic signalization and traffic flow will become more efficient.


Additional Fiscal Information

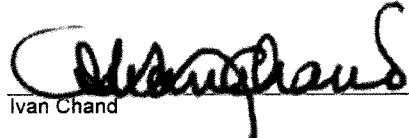
All costs associated with this Board action were previously approved on August 29, 2017 (Item 3.52) and are 100% funded through existing JJB Detention Center Bond Proceeds. Expenditures for FY 2017/18 are estimated at \$859,991; expenditures for FY 2018/19 are estimated at \$2,006,644. No departmental budget adjustment is required at this time.

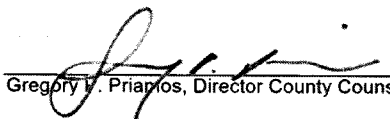
Attachments:

- Construction Contract with Downing Construction, Inc.
- Bid Summary

RF:HM:VC:SP:AR:tv FM08110006391 5678 – 13734
S:\Project Management Office\FORM 11'S\FORM 11's in Process\5678 – 13734_D5 – 006391 – JJBDC Off-Site Impr_Construc
Contract Downing Construction_010918.doc


Renini Bana, Principal Management Analyst 1/16/2018


Ivan Chand 1/16/2018


Gregory V. Priantos, Director County Counsel 12/28/2017

Summary of Bids

TO:	Marsha Victor Principal Deputy County Counsel	PROJECT:	John J. Benoit Detention Center Off Site Improvements
FROM:	Cecilia Gil 955-8464 Board Assistant (COB)	BID DATE:	10/04/17
PROJ. MGR:	Anna Rodriguez (EDA) (760) 863-2537	BID TIME:	10:00 a.m.
		ITEM/DATE:	#3.52 of 08/29/17

CONTRACTORS

BID

<hr/>	
Downing Construction, Inc. 32194 Outer Highway 10 South Redlands, CA 92373 (909) 797-7444	Base Bid: \$2,762,185.00 Bid Schedule "A": \$ 104,450.00 Total: \$2,866,635.00
<hr/>	
Weka Inc. 27075 5 th St. Highland, CA 92346 (909) 425-8700	Base Bid: \$2,862,518.00 Bid Schedule "A": \$ 97,040.00 Total: \$2,959,658.00
<hr/>	
Riverside Construction Co., Inc. 4225 Garner Road Riverside, CA 92501 (951) 682-8308	Base Bid: \$3,163,700.00 Bid Schedule "A": \$ 104,200.00 Total: \$3,267,900.00
<hr/>	



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COMPANY PROFILE

Company Information

U.S. SPECIALTY INSURANCE COMPANY

**13403 NORTHWEST FREEWAY
HOUSTON, TX 77040-6094**

Old Company Names

Effective Date

EASTERN AVIATION & MARINE INSURANCE COMPANY	12/21/1993
U.S. SPECIALTY INSURANCE COMPANY DBA USSPECIALTY INSURANCE COMPANY	05/16/1996

Agent For Service

Vivian Imperial
818 WEST SEVENTH STREET
SUITE 930
LOS ANGELES CA 90017

Reference Information

NAIC #:	29599
California Company ID #:	3220-1
Date Authorized in California:	10/30/1989
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	TEXAS

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NAIC Group List

NAIC Group #: 3098 Tokio Marine Holdings Inc GRP

Lines Of Business

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

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

SPRINKLER

✓ SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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A.M. Best Rating Services

U.S. Specialty Insurance Company (?)

A.M. Best #: 000747 NAIC #: 29599 FEIN #: 521504975


Domiciliary Address

13403 Northwest Freeway
Houston, TX 77040-6094
United States

Web: www.ussic.com

Phone: 713-462-1000

Fax: 713-462-2401



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, 058633 - Tokio Marine Holdings, 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++ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 13, 2017
Initial Rating Date:	June 30, 1988
Long-Term Issuer Credit Rating View Definition	
Long-Term:	aa+
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 13, 2017
Initial Rating Date:	June 28, 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: Robert Raber	
Senior Director: Gregory T. Williams	
Disclosure Information	
Disclosure Information Form	View A.M. Best's Rating Disclosure Form
Press Release	A.M. Best Affirms Credit Ratings of Houston Casualty Group Members and Affiliates December 13, 2017


Rating History
A.M. Best has provided ratings & analysis on this company since 1988.
Financial Strength Rating


Effective Date	Rating
12/13/2017	A++
11/2/2016	A++
10/22/2015	A+
9/25/2014	A+
10/3/2013	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
12/13/2017	aa+
11/2/2016	aa+
10/22/2015	aa
9/25/2014	aa
10/3/2013	aa

Best's Credit Reports

 **Best's Credit Report** - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 12/13/2017 (represents the latest significant change).

 Historical Reports are available in Best's Credit Report Archive.

View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
Dec 13, 2017	A.M. Best Affirms Credit Ratings of Houston Casualty Group Members and Affiliates
Nov 02, 2016	A.M. Best Upgrades Credit Ratings of Houston Casualty Group Members and Affiliates
Oct 22, 2015	A.M. Best Affirms Ratings of HCC Insurance Holdings, Inc. and Its Subsidiaries
Jun 11, 2015	A.M. Best Comments on Ratings of HCC Insurance Holdings, Inc. and Its Subsidiaries
Sep 25, 2014	A.M. Best Upgrades ICR of American Contractors Indemnity and United States Surety; Affirms ICR of Houston Casualty Group Members
Oct 03, 2013	A.M. Best Affirms Ratings of HCC Insurance Holdings, Inc. and Its Subsidiaries
Sep 26, 2012	A.M. Best Affirms Ratings of HCC Insurance Holdings, Inc. and Its Subsidiaries; Upgrades ICR of HCC Life Insurance Company
Aug 10, 2011	A.M. Best Upgrades Issuer Credit Ratings of HCC Insurance Holdings, Inc. and Certain Subsidiaries
Oct 15, 2010	A.M. Best Affirms Ratings of HCC Insurance Holdings, Inc. and Most Subsidiaries; Upgrades Ratings of Certain Subsidiaries
Mar 03, 2010	A.M. Best Places Ratings of HCC Insurance Company Under Review

1 2 Page size: 10 19 items in 2 pages

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COMPANY PROFILE

Company Information

FINANCIAL PACIFIC INSURANCE COMPANY

**P.O. BOX 73909
CEDAR RAPIDS, IA 52407-3909**

Old Company Names	Effective Date
M. L. OATES INSURANCE COMPANY	12/30/1993

Agent For Service

MARY BIANCO
3880 ATHERTON ROAD
ROCKLIN CA 95765

Reference Information

NAIC #:	31453
California Company ID #:	3132-8
Date Authorized in California:	12/31/1987
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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NAIC Group List

NAIC Group #: 0248 UNITED FIRE & CAS GRP

Lines Of Business

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

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



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COMPANY PROFILE

Company Information

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**ONE TOWER SQUARE
HARTFORD, CT 06183
866-336-2077**

Old Company Names

Effective Date

TRAVELERS INDEMNITY COMPANY OF ILLINOIS (THE) 01/12/2005

Agent For Service

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

Reference Information

NAIC #:	25674
California Company ID #:	2495-0
Date Authorized in California:	04/16/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

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NAIC Group List

NAIC Group #: 3548 Travelers Grp

Lines Of Business

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

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



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COMPANY PROFILE

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

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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
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COMPANY PROFILE

Company Information

LIBERTY MUTUAL FIRE INSURANCE COMPANY

**175 BERKELEY ST
BOSTON, MA 02117-0140
800-344-0197**

Old Company Names

UNITED MUT FIRE INS CO

Effective Date

12/15/1949

Agent For Service

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

Reference Information

NAIC #:	23035
California Company ID #:	0811-0
Date Authorized in California:	05/27/1951
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WISCONSIN

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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.

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



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

by and between

DOWNING CONSTRUCTION, INC.

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

**JOHN J. BENOIT DETENTION CENTER OFFSITE STORM DRAIN, STREET AND TRAFFIC
SIGNAL IMPROVEMENT PROJECT-PHASE I**

82-675 HIGHWAY 111, INDIO, CA 92201

JAN 23 2018 3.15

STANDARD FORM OF CONSTRUCTION CONTRACT
BETWEEN COUNTY AND CONTRACTOR

THIS STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR ("Agreement") is entered into as of the date of the last signature on the signature page of this contract by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and **Downing Construction, Inc.**, a Contractor ("Contractor") whose principal place of business is located at 32194 Outer Highway 10 South, Redlands, California.

ARTICLE 1
DEFINITIONS

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

ARTICLE 2
PERFORMANCE OF WORK

2.1 SCOPE OF WORK

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

2.2 STANDARD OF PERFORMANCE

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

- 2.2.1** the requirements of the Contract Documents;
- 2.2.2** the requirements and conditions of Applicable Laws;
- 2.2.3** the standard of care applicable to those who provide construction of the type called for by this Construction Contract for projects of a scope and complexity comparable to the Project;
- 2.2.4** Contractor shall furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and
- 2.2.5** Contractor shall apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Price and Contract Time.

ARTICLE 3 CONTRACT TIME

3.1 CONTRACT TIME

3.1.1 Substantial Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than one hundred and five (105) Days after the Date of Commencement.

3.1.2 Final Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than twenty (20) Days after the actual occurrence of Substantial Completion.

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

3.2 LIQUIDATED DAMAGES TO COUNTY

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

3.2.2 Per Diem Rate. If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of two thousand Dollars (\$2,000) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.

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

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

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

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

3.3 LIQUIDATED DAMAGES TO CONTRACTOR

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

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

3.3.2 Daily Rate. Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of five hundred Dollars (\$500.00) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

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

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

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

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

3.3.7 WAIVER BY CONTRACTOR.

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

**ARTICLE 4
CONTRACTOR COMPENSATION**

4.1 CONTRACT PRICE

4.1.1 Contract Price. County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of Two million, eight hundred sixty-six thousand, six hundred and thirty-five Dollars (\$2,866,635).

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

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

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

4.2 ALTERNATES

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

Number	Description	Dollar Amount
n/a	n/a	n/a

4.3 UNIT PRICES

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

Description	Measurement Unit	Dollar Amount
n/a	n/a	n/a

**ARTICLE 5
ENUMERATION OF CONTRACT DOCUMENTS**

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents include, without limitation, the following:

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

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

5.1.3 Specifications. The Contract Documents include the following Specifications:

Title	Date	Divisions
SEE EXHIBIT 'A' WITH TABLE OF CONTENTS FOR SPECIFICATIONS AS APPROVED BY BOARD OF SUPERVISORS ON August 29, 2017 AND INCORPORATED HEREIN.		

5.1.4 Drawings. The Contract Documents include the following Drawings dated June 5, 2017, unless a different date is shown below:

Sheet Number: City of Indio File #D-1868	Title: JJBDC Offsite Street Improvement Plan-HWY 111 and Arabia Street Intersection	Date : June 5, 2017	Pages: 5
Sheet Number: City of Indio File #D-1868	JJBDC Storm Drain Improvement Plan	Date : June 5, 2017	Pages : 10
SEE EXHIBIT 'B' WITH LIST OF DRAWINGS INCLUDED IN SPECIFICATIONS APPROVED BY BOARD OF SUPERVISORS ON August 29, 2017 AND INCORPORATED HEREIN.			

5.1.5 Addenda. The Contract Documents include the following Addenda:

Addendum Number	Title	Date	Pages
1	JJBDC Addendum #1	September 28, 2017	3
2	JJBDC Addendum #2	September 29, 2017	2

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

Title	Author	Date	Pages
n/a	n/a	n/a	n/a

5.1.7 n/a

ARTICLE 6 SPECIAL REQUIREMENTS

6.1 LABOR CODE SECTION 1861 CERTIFICATION

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

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

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

[SIGNATURES ON FOLLOWING PAGE (PM'S PLEASE EDIT THE POSITIONING OF THIS STATEMENT ACCORDINGLY AND DELETE THIS NON-BOLDED TEXT AFTERWARD)]

"COUNTY"

COUNTY OF RIVERSIDE

By: Chuck Washington
Chuck Washington, Chairman
Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: Kecia Harper-Ihem
Deputy

(SEAL)

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: Synthia M. Gunzel
Syntha Gunzel
Chief Deputy County Counsel

"CONTRACTOR"

Downing Construction, Inc.

Michelle LaVanWay
(sign on line above)

By: Michelle LaVanWay
(type name)

Title: Authorized Signer

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:
32194 Outer Highway 10 South
Redland, CA 92373

Telephone: 909-797-7444
Facsimile: 909-797-7755
Email: randy@downingconstructioninc.com

Employer State
Tax ID #: 306-2125-4

State Contractor License #: 842048

Department of Industrial Relations
Registration No: 1000003519

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: Randall Downing
Name of Secretary: Randall Downing
State of Incorporation: California

DOWNING CONSTRUCTION, INC.

DIRECTOR ACTION BY UNANIMOUS WRITTEN CONSENT

The sole Director of Downing Construction, Inc. adopts the following resolution(s) by unanimous written consent pursuant to Corporations Code §307(b):

RESOLVED, Michelle LaVanWay is authorized to sign bids and related documents on behalf of Downing Construction, Inc.

Dated: April 27th, 2015


Randy Downing, Director

Project No. FM08110006391

Bond No. 1001072222

Premium: \$27,130.00

Executed in three originals

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on _____, 20__, has awarded Construction Contract Number _____ ("Contract") to the undersigned Downing Construction, Inc. as Principal ("Principal") to perform the work ("Work") for the following project: John J. Benoit Detention Center Offsite Storm Drain, Street, and Traffic Signal Improvement Project – Phase 1, which Contract is by this reference hereby incorporated herein and made a part hereof;

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

NOW THEREFORE, we, the Principal and U.S. Specialty Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Two million Eight hundred Sixty Six thousand Six hundred Thirty Five 00/100----- Dollars (\$2,866,635.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's

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

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

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

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

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

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

Signed and sealed this 30th day of November 2017.

Downing Construction, Inc.

Affix Seal if Corporation

(Firm Name – Principal)

32194 Outer Hwy10 S.

Redlands, CA 92373

(Business Address)

By 

(Original Signature)

Michelle LaVandrey, Authorized Signer
(Title)

U.S. Specialty Insurance Company

(Corporation Name – Surety)

Affix Corporate Seal

13403 Northwest Freeway

Houston, TX 77040

(Business Address)

By 

(Signature – Attached Notary's Acknowledgment)

Shawn Blume, Attorney-In-Fact

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

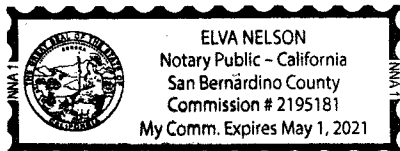
CIVIL CODE § 1189

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 12/01/17 before me, Elva Nelson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Michelle Lavanway, Authorized Signer
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 Elva Nelson
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 Orange)

On 11-30-17 before me, B. Copeland, Notary Public,

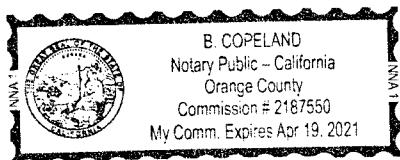
personally appeared Shawn Blume
Name(s) of Signer(s)

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: B. Copeland
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Shawn Blume

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

Signer Is Representing:

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:

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Eric Lowey, Mark Richardson, Shawn Blume or Kevin Cathcart of Costa Mesa, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Twenty Million***** Dollars (\$ *20,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, 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 Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
 WITNESS my hand and official seal.

Signature (Seal)

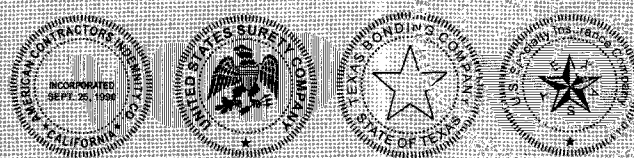


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 30th day of November 2017.

Corporate Seals

Bond No. 1001072222
 Agency No. 19599



Kio Lo, Assistant Secretary

**Kant's Copy® K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

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Security Paper**

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- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

Project No. FM08110006391

Bond No. 1001072222

Premium listed on
Performance Bond
Executed in three originals

PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on _____, 20__, has awarded Construction Contract Number _____ ("Contract") to the undersigned Downing Construction, Inc. as Principal ("Principal") to perform the work ("Work") for the following project John J. Benoit Detention Center Offsite Storm Drain, Street, and Traffic Signal Improvement Project – Phase 1;

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

NOW THEREFORE, we, the Principal and U.S. Specialty Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Two million Eight hundred Sixty Six thousand Six hundred Thirty Five 00/100--- Dollars (\$ 2,866,635.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth.

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

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

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others. Signed and sealed this 30th day of November 2017.

Downing Construction, Inc.

Affix Seal if Corporation

(Firm Name – Principal)

32194 Outer Hwy10 S.

Redlands, CA 92373

(Business Address)

By 

(Original Signature)

Michelle Lavanway, Authorized Signer
(Title)

U.S. Specialty Insurance Company

(Corporation Name – Surety)

13403 Northwest Freeway

Houston, TX 77040

(Business Address)

By 

(Signature – Attached Notary's Acknowledgment)

Shawn Blume, Attorney-In-Fact

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix Corporate Seal

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)

County of San Bernardino)

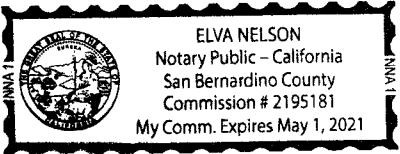
On 12/01/17 before me, Elva Nelson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michelle Lavanway, Authorized Signer
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 Elva Nelson
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 Orange)

On 11-30-17 before me, B. Copeland, Notary Public,

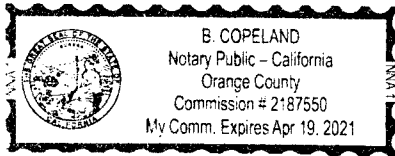
personally appeared Shawn Blume
Name(s) of Signer(s)

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: B. Copeland
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Shawn Blume

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

Signer Is Representing:

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:

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY - TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY - U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Eric Lowey, Mark Richardson, Shawn Blume or Kevin Cathcart of Costa Mesa, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Twenty Million***** Dollars (\$ *20,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY - TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY - U.S. SPECIALTY INSURANCE COMPANY

Corporate Seal:



By:


Daniel P. Aguilar, 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 Los Angeles - SS:

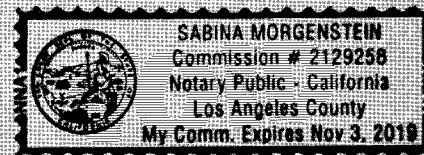
On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature



(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 30th day of November, 2017.

Corporate Seal:



Bond No. 1001072222
Agency No. 19599


Kio Lo, Assistant Secretary

**Kant Kopy® K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

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- Security Features Box
- Microprint Protection
- Acid Free



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2017

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

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

PRODUCER Saint Moore Insurance Agency 1150 Brookside Avenue, Suite Q Redlands CA 92373	CONTACT NAME: Jaime A Randolph PHONE (A/C, No, Ext): (909) 793-2151 E-MAIL ADDRESS: jaime@stmooreinsurance.com	FAX (A/C, No): (909) 798-7068
	INSURER(S) AFFORDING COVERAGE	
INSURED Downing Construction Inc. 32194 Outer Hwy 10 South Redlands CA 92373 (909) 797-7444	INSURER A: Financial Pacific Ins Co NAIC # 31453	
	INSURER B: Travelers Property Casualty Co 25674	
	INSURER C: Old Republic General Ins Co 24139	
	INSURER D: Liberty Mutual Fire Ins Co 23035	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 1207 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	60480459	08/10/2017	08/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Comp Deduct <input checked="" type="checkbox"/> \$1,000 Coll Deduct	Y Y	60480459	08/10/2017	08/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS Nil		ZUP-71M83128-17-NF	08/10/2017	08/10/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod/Comp Ops Agg \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	A-1CW-126117-00	09/01/2017	09/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Blanket Contractors Equip Leased & Rented Equipment		YM2-291-465360-017	02/24/2017	02/24/2018	\$2,077,828 Limit \$ \$2,500 Deductible \$ \$100,000 Limit \$ \$2,500 Deductible \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
DCI Job #1712; Job: John J. Benoit Detention Center Offsite Storm Drain, Street and Traffic Signal Improvement Project- Ph 1, Indio, CA.
County of Riverside, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees are recognized as additional insured per General Liability form CG2010R 1211 including primary and waiver. Auto AI per form CA7109 0117 including waiver, Auto Primary per form CA7334 0915. 30 day notice of cancellation except 10 day notice for non pay of premium.

CERTIFICATE HOLDER County of Riverside 4080 Lemon Street Riverside CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following language replaces **SECTION IV BUSINESS AUTO CONDITIONS Part B. General Conditions 5. Other Insurance c.:**

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract". This coverage will also be non-contributory if it is required by the terms of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

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

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair - Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Borrowed Auto Physical Damage	6
Mental Anguish	7
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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

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

(Bail Bond Coverage)

- (2) Up to \$5,000 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.

(Loss of Earnings Coverage)

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

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

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to 4. Coverage Extensions:

(Extra Expense - Theft)

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$75 per day.
 - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

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 \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at 3. to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at 1.b. is amended to provide the following limits:

- b. Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

- 4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease / loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

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

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph 2. **Duties In The Event of Accident, Suit or Loss:**

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
- (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph 5.b. is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
- (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

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

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item 2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into this _____ day of _____, 2018, by and between **the County of Riverside**, whose address is **3403 10th Street, Suite 400, Riverside, CA 92501**, hereinafter called "Owner," **Downing Construction, Inc.**, whose address is **32194 Outer Highway 10 S., Redlands, CA 92373**, hereinafter called "Contractor," and **Pacific Premier Bank**, whose address is **201 East State Street, Redlands CA 92373**, 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 **John J. Benoit Detention Center Offsite Storm Drain, Street and Traffic Signal Improvement Project, Phase 1**, in the amount of **Two-Million, Eight-Hundred Sixty-Six Thousand, Six-Hundred Thirty-Five Dollars (\$2,866,635.00)**, dated **01/23/2018** (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 the **Owner**, 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.

(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

Title: *Asst. Dir. EDA*

Name: *Vince Coppen*

Signature 

Address: 3403 10th Street, Suite 400
Riverside, CA 92501

On behalf of Contractor:

Downing Construction, Inc.

Title: President

Name: Randy Downing

Signature 

Address: 32194 Outer Highway 10 S.
Redlands, CA 92373

On behalf of Escrow Agent:
Pacific Premier Bank
Name: Katherine R. Meredith
Title: FVP & Mgr.

Signature 
Address: 201 East State Street
Redlands, CA 92373

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:
Downing Construction, Inc.

Title: Chairperson
Name: Chuck Washington

Title: President
Name: Randy Downing

Signature  Signature 

ATTEST:
KECIA HARPERHEM, Clerk
By 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  4-7-18
SYNTHIA M. GUNZEL DATE