

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



ITEM
3.6
(ID # 5743)

MEETING DATE:

Tuesday, January 30, 2018

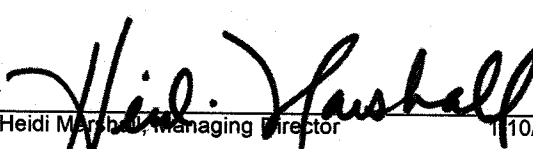
FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

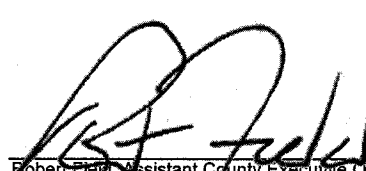
SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Nuview Library Replacement Project –
Approval of Multi-Prime Construction Agreements for Bid Categories 1 to 11 and
Approval for a Project Budget Revision District 5. [\$2,522,313 - Library Fund-100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Addenda No. 1 and 2 to the plans and specifications for the Nuview Library Replacement Project (Project);
2. Waive any minor irregularities and find that Infinity Structures, Inc. (Infinity) of Perris, California, is the lowest responsive bidder for Bid Category 3 - Rough Carpentry, for the Project, and approve the construction contract between the County of Riverside (County) and Infinity in the amount of \$387,000, and authorize the Chairman of the Board (Chairman) to execute the contract on behalf of the County;
3. Waive any minor irregularities and find that Caston, Inc. (Caston) of San Bernardino, California, is the lowest responsive bidder for Bid Category 5 – Metal Stud, Drywall, and Insulation, for the Project, and approve the construction contract between the County and Caston in the amount of \$135,585, and authorize the Chairman to execute the contract on behalf of the County;

ACTION: Policy, CIP

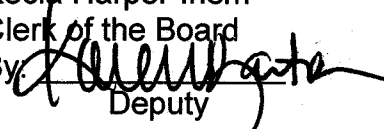

Heidi Marshall, Managing Director 1/10/2018


Robert Field, Assistant County Executive Officer/EDA 1/11/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, 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 30, 2018
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

4. Approve the construction contracts between the County and the multi-prime contractors for Bid Categories 1, 2, 4, 6, 7, 8, 9, 10, and 11 listed herein, and authorize the Chairman to execute the contracts on behalf of the County;
5. Authorize the Assistant County Executive Officer/EDA, or designee, to administer the multi-prime construction contracts for Bid Categories 1 to 11, and provide change order authority for the contracts in accordance with Board Policy B-11;
6. Approve a project budget revision of \$2,522,313 in Library Funds for the Nuview Library Replacement Project for a revised project budget of \$4,522,313; and
7. Authorize the use of the Library Fund for the Project, including reimbursement to the Economic Development Agency (EDA) for incurred project related expenses.

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Ongoing Cost
COST	\$ 1,522,313	\$ 1,000,000	\$ 2,522,313	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Library Fund-100%			Budget Adjustment: No	
			For Fiscal Year: 2017/18-2018/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On July 11, 2017, Item 3.18, the Board of Supervisors (Board), approved to reject all bids that were received for the Nuview Library Replacement project due to being over budget and authorized EDA to seek an alternate delivery method for project construction.

On September 26, 2017, Item 3.8, the Board approved the construction management services agreement with Tilden-Coil, Inc. and the revised project plans and specifications. The Project was bid using the Construction Management Multi-Prime (CMMP) delivery method, which resulted in 11 bid categories. On November 2, 2017, the bid opening was held at the Clerk of the Board's Office and 31 bid packages were received and opened for 11 construction trades.

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

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- Bid Category 3 – Rough Carpentry: The bid package for Rough Carpentry, is proposed to be awarded to Infinity. Infinity listed three allowances; only one was required to be listed separate (allowance No. 1 for \$10,000) which is included in their Total Base Bid Amount of \$387,000. There is no advantage to the bidder in the County determining this is a minor irregularity since the allowance amount was a fixed amount set in the bid documents. Therefore, EDA recommends award to Infinity for the Rough Carpentry contract.

- Bid Category 5 – Metal Stud, Drywall and Insulation: The bid package for Metal Stud, Drywall and Insulation, is proposed to be awarded to Caston. They made a minor error in writing Total Base Bid Amount. The Total Base Bid Amount is \$135,585, however when written out it totaled \$136,085. Caston has confirmed that their bid amount is \$135,585, the second bidder's number was \$182,886. There is no advantage to the bidder in the County determining this is a minor irregularity, staff believes the irregularity is a minor one which can be waived as the low bidder gains no advantage. Therefore, EDA recommends to award to Caston for the Metal Stud, Drywall and Insulation contract.

The irregularities described for Bid Category 3 and 5 are minor irregularities; EDA is recommending the Board waive the irregularities and award the multi-prime construction contracts of the apparent low bidders for these categories.

On October 6, 2015, Item 3.24, the Board approved the estimated project budget in the amount of \$2,000,000 (\$1,632,938-DIF Fund 30545, \$367,062-Library Fund). Based on the current scope of the project and competitive bidding environment, the original project budget will require a budget increase. EDA recommends the Board approve the project budget revision of \$2,522,313 in Library Funds for a revised total project budget of \$4,522,313 to successfully complete the Project.

Multi Prime Contractors

(Commences on Page 5)

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Multi Prime Contractors

MULTI-PRIME CONTRACTORS	BID	DESCRIPTION	CONTRACT AMOUNT
SJD&B, Inc.	1	Earthwork, Grading and Paving	227,000
Bravo Concrete Construction Services, Inc.	2	Concrete (Building and Site)	227,705
Infinity Structures, Inc.	3	Rough Carpentry	387,000
Commercial Roofing Systems, Inc.	4	Roofing & Sheet Metal	264,444
Caston, Inc.	5	Metal Stud, Drywall and Installation	135,585
Streamline Painting	6	Painting	58,600
Hamel Contracting, Inc.	7	Miscellaneous Specialties/General Construction	625,008
Fischer, Inc.	8	Fire Protection	89,500
JPI Development Group, Inc.	9	Plumbing (Building & Site Utilities)	282,000
Westland Heating & Air Conditioning, Inc.	10	HVAC	121,860
Daniel's Electrical Construction Co., Inc.	11	Electrical and Low Voltage	393,000
TOTAL			\$ 2,811,702

Impact on Residents and Businesses

The Nuview Library Replacement project will enhance the overall welfare of the community through the replacement of the existing modular library with a new facility providing a larger, more secure location for patrons to visit and will meet current ADA standards.

Additional Fiscal Information

(Commences on Page 6)

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Additional Fiscal Information

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

PROJECT BUDGET LINE ITEMS	BUDGET CATEGORY	PROJECT BUDGET	PROJECT BUDGET REVISION	REVISED PROJECT BUDGET
Architectural Design	1	102,500	50,000	152,500
Construction Management	2	0	626,111	626,111
Construction Contract	3	1,500,000	1,311,702	2,811,702
Offsite Construction	4	0	0	0
Project Management	5	58,000	17,000	75,000
Fixtures, Furnishings, Equipment	6	51,000	432,000	483,000
Other Soft Costs/Specialty Consultants	7	107,171	36,829	144,000
Project Contingency	8	181,329	48,671	230,000
Minor Construction	9	0	0	0
Project Budget Revision		\$ 2,000,000	\$ 2,522,313	\$ 4,522,313

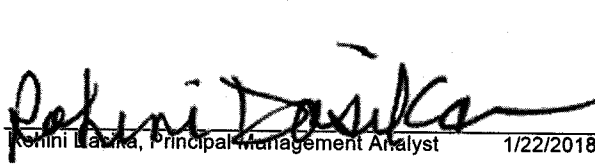
All costs associated with this Board action will be 100% by Library Funds. Of the budget increase of \$2,522,313, expenditures for FY 2017/18 are estimated at \$1,522,313; expenditures for FY 2018/19 are estimated at \$1,000,000.


Attachments:

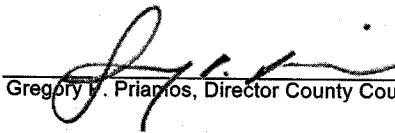
- Construction Agreement with SJD&B, Inc.
- Construction Agreement with Bravo Concrete Construction Services, Inc.
- Construction Agreement with Infinity Structures, Inc.
- Construction Agreement with Commercial Roofing Systems, Inc.
- Construction Agreement with Caston, Inc.
- Construction Agreement with Streamline Painting
- Construction Agreement with Hamel Contracting, Inc.
- Construction Agreement with Fischer, Inc.
- Construction Agreement with JPI Development Group, Inc.
- Construction Agreement with Westland Heating & Air Conditioning, Inc.
- Construction Agreement with Daniel's Electrical Construction Co., Inc.

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S:\Project Management Office\FORM 11'S\Form 11's in Process\5743 - 13722_D6 - 007119 - NuView Library Rplc Proj - Multi Prime
Contacts & Proj Bdgt Rev_013018.doc


Rahini Dasika, Principal Management Analyst 1/22/2018


Alex Gann 1/23/2018


Gregory V. Priamos, Director County Counsel 1/18/2018

Tilden-Coil Constructors, Inc.
3612 Mission Inn Ave.
Riverside, CA 92501
(951) 684-5901

October 13, 2017

REF: Nuview Library Replacement Project
RE: **Addenda #01**

The following changes, additions, deletions or corrections shall become a part of the Contract Documents for the project named above and all other conditions shall remain the same. The bidders shall be responsible for transmitting this information to all affected subcontractors and suppliers prior to the closing of bids.

The information provided herein shall be included in **Addenda #01**:

Bid Date:

The Bid Date is **UN-CHANGED** as a result of this addendum. The bid date is **November 2nd, 2017** at **2:00 PM**.

Bid Documents:

The following Bid Documents are attached to this Addendum and therefore are a part of the Contract/Bid Documents.

1. SR38493 Nuview library EDA - Asbestos Lead Universal Waste Survey dated 5/4/17.
 - It is noted that Bid Category #07 - Miscellaneous Specialties/General Construction will be responsible for the Asbestos Demo and Abatement on this existing building prior to demolition.

Scope of Work Summary:

The following Bid Categories are attached to this Addendum and therefore are a part of the Contract/Bid Documents.

1. CATEGORY 01: Site Demo, Earthwork, and Grading
2. CATEGORY 02: Concrete (Building and Site)
3. CATEGORY 03: Rough Carpentry
4. CATEGORY 04: Roofing and Sheet Metal
5. CATEGORY 05: Lath, Plaster and Drywall
6. CATEGORY 06: Painting
7. CATEGORY 07: Miscellaneous Specialties/General Construction
8. CATEGORY 08: Fire Protection
9. CATEGORY 09: Site Utilities and Plumbing
10. CATEGORY 10: HVAC
11. CATEGORY 11: Electrical and Low Voltage (Site and Building)

Request for Information / Clarifications

The following Requests for Information and the Clarifications are listed below and therefore are a part of the Contract/Bid Documents.

1. None

Drawings

The following Drawings are attached to this Addendum and therefore are a part of the Contract/Bid Documents.

1. None

Specifications

The following Specifications are attached to this Addendum and therefore are a part of the Contract/Bid Documents.

1. Replace Specification Section 00 11 16 Notice to Bidders with the attached.
2. Replace Specification Section 00 41 13 – Bid Form with the attached.
3. Replace Specification Section 01 21 00 – Allowances with the attached.
4. Replace Specification Section 01 32 16 – Appendix A – Baseline Schedule with the attached Specification Section 01 32 16 – Appendix A – Baseline Schedule.
5. Replace Specification Section 01 71 23 – Field Engineering with the attached Specification Section 01 71 23. Bid Category #07 is responsible for all surveying requirements.
6. Replace Specification Section 28 23 00 – Video Surveillance with the attached.
7. Replace Specification Section 32 17 16 – Detectable Warning Surface with the attached.

End of Addendum #01

Tilden-Coil Constructors, Inc.
3612 Mission Inn Ave.
Riverside, CA 92501
(951) 684-5901

October 30, 2017

REF: Nuview Library Replacement Project
RE: **Addenda #02**

The following changes, additions, deletions or corrections shall become a part of the Contract Documents for the project named above and all other conditions shall remain the same. The bidders shall be responsible for transmitting this information to all affected subcontractors and suppliers prior to the closing of bids.

The information provided herein shall be included in **Addenda #02**:

Bid Date:

The Bid Date is **UN-CHANGED** as a result of this addendum. The bid date is **November 2nd, 2017** at **2:00 PM**.

Bid Documents:

The following Bid Documents are attached to this Addendum and therefore are a part of the Contract/Bid Documents.

1. Nuevo Water Company – Letter Dated 11/10/16 – The Fire Water Float Test (Attachment C)
2. Tectum Direct Attached Ceiling and Wall Panels – Assembly and Installation Instructions for 1-Inch Thick Direct-Attached Wall and Ceiling Panels (Attachment E)
3. Substitution Request #01 – Taylor Metal Products has been deemed an acceptable manufacturer of the Standing Seem Metal Roof.
4. Substitution Request #02 – Penner Partitions, Inc. has been deemed an acceptable manufacturer of the Solid Plastic Toilet Partitions.

Scope of Work Summary:

The following Bid Categories are attached to this Addendum and therefore are a part of the Contract/Bid Documents.

1. None

Request for Information / Clarifications

The following Requests for Information and the Clarifications are listed below and therefore are a part of the Contract/Bid Documents.

1. Pre-Bid RFI #001 – There is a specification section for Roof Hatches that also includes Smoke Vents. See Section 07 72 33. No Roof Hatches or Smoke Vents are shown on the drawings. Please advise if this specification section is applicable to the project, and if so where.
 - Holts Response - Roof hatch has been removed. Specification section 07 72 33 is not applicable.

2. Pre-Bid RFI #002 – There is a specification section for Stabilized Decomposed Granite. See Section 32 11 00. Nowhere on the plans is the Stabilized Decomposed Granite called out. Please advise if this specification section is applicable to the project, and if so where.
 - Holts Response - Specification section is not applicable, remove.
3. Pre-Bid RFI #003 – There is a specification section for Soil Stabilizer. See section 31 32 00. Nowhere on the plans is the Soil Stabilizer called out. Please advise if this specification section is applicable to the project, and if so where.
 - Holts Response - Specification section is not applicable, remove.
4. Pre-Bid RFI #004 - There is a specification section for Hydroseeding. See section 32 92 19. Nowhere on the plans is the Hydroseeding called out. Please advise if this specification section is applicable to the project, and if so where.
 - Holts Response - Specification section is not applicable, remove.
5. Pre-Bid RFI #005 - There is a specification section for Silicone Polyurethane Foam Roofing. See section 07 57 37. Nowhere on the plans is the Silicone Polyurethane Foam Roofing called out. Please advise if this specification section is applicable to the project, and if so where.
 - Holts Response - Specification section is not applicable, remove.
6. Pre-Bid RFI #006 – Please provide specifications for the Fire Sprinkler System.
 - Holts Response - Specification Section 21 00 00 Automatic Fire Protection System has been provided. See attached.
7. Pre-Bid RFI #007 – P1.2 shows a 2” water service and states to extend the service and connect to the meter at the property line. Neither the plumbing drawings nor the civil drawings show the routing of the site domestic water or the point of connection. Please revise the drawings to show the routing and required cut and patch.
 - Holts Response – Please refer to Attachment I – Septic Plan Sheet 1 of 1 for the location of the Water Main Connection.
 - TCC’s Response – Site Water Main is by Bid Category #09 – Site Utilities and Plumbing. Saw Cut, Demo and Patch Back is by Bid Category #01 – Site Demo, Earthwork and Grading.
8. Pre-Bid RFI #008 – There are 2 storage sheds in the south west corner of the parking lot. They are shown on the Precise Grading Plan Page 2 of 2. The Precise Grading Plan does not call these sheds to be demo’ed and the Demolition Site Plan (DAS-100) does not show these sheds. The Site Plan AS-100 does not show them being there after construction. What is happening to the sheds, is the owner moving them or are them to be demo’ed. Note they will have to be moved to seal the parking lot and/or repave it if the add alternate is selected.
 - Holts Response - Sheds will be emptied by owner, contractor to relocate sheds outside of the improvement area until construction completion, then returned to a location decided by the owner’s.
 - TCC Response – Bid Category #01 – Site Demo, Earthwork and Grading shall move the sheds to the County’s property so they are out of the way. This Bid Category shall also move the sheds back to the same location once the project is complete. Care is to be taken as to not damage new work.

9. Pre-Bid RFI #009 – Detail C on the Precise Grading Plan has a Key Note #7 pointing to the HC Ramp. Key Note #7 according to the Legend states to remove 16” Tree. This is not a correct Key Note for the HC Ramp. I believe it should state saw-cut and remove existing Concrete Ramp and AC Paving. Please correct the Key Note on Detail C.
 - Holts Response – Please refer to Attachment H – Precise Grading Plan Sheet 1 of 2 and Sheet 2 of 2 for revised Key Notes.
10. Pre-Bid RFI #010 – Please provide the HazMat Test Reports for the existing building/structures that are to be demo’ed.
 - TCC Response – HazMat Report was included in Addenda #01. Please refer to addenda #01.
11. Pre-Bid RFI #011 – Page G-001 Item #1 refers to the Fire Water Flow Test Requirement. Please provide the flow test data.
 - Holts Response - Fire Flow Test Report is attached.
12. Pre-Bid RFI #012 – Page G-001 identifies the County Fire Department plan check comments. This appears to be from the first fire department plan check. Since the plans have been stamped by the Fire Department it is assumed all of the items on the list has been addressed. It is also assumed the plans have been signed off by the building official. Please provide the latest set of permit drawings.
 - Holts Response – The plans were signed off by the building official on 12/22/2016 prior to the Constructability Review. The latest set of drawings is marked: delta 5, dated: 3/10/2017, description: Constructability Review.
13. Pre-Bid RFI #013 - There is a specification section for Waterproofing and Damp proofing. See section 07 10 00. Nowhere on the plans is the Waterproofing and Damp proofing called out. Please advise if this specification section is applicable to the project, and if so where.
 - Holts Response - Specification section is not applicable, remove.
14. Pre-Bid RFI #014 – Please provide details and methods of attachment for the T&G Soffit Finish Carpentry.
 - Holts Response - Refer to specification section 06 20 00 Finish Carpentry.
15. Pre-Bid RFI #015 – Please advise if the exposed ductwork paints or is unfinished.
 - Holts Response - Exposed Ducts shall be galvanized unfinished. Ductwork shall be wrapped with light mil plastic for protection during construction. No markings shall be made on the ductwork. All ductwork shall be wiped clean using no harsh chemicals upon completion.

16. Pre-Bid RFI #016 – Specification Section 04 43 13 – Part 1.02.B.3 says related section is 09 20 00 – Lath and Plaster. 09 20 00 Part 2.01 states the Lath is over Kraft Paper. 04 43 13 Part 2.04 refers to a moisture barrier being Tyvek Stucco Wrap. Moisture Barriers do not show up on the plans. The plans refer a Weather Barrier (See Detail A8 on Page A-021 for Example). Specification Section 07 25 00 Part 2.02 states the weather barrier is Tyvek Commercial Wrap. It appears the entire Building wraps with 1 layer of the Weather Barrier (i.e., Tyvek Commercial Wrap), and 2 layers of Weather Barrier (i.e., Tyvek Commercial Wrap) behind the stone veneer. In lath and plaster areas (including stone veneer) there is lath and kraft paper on top of the weather barriers. It does not appear Moisture Barrier is used. Please confirm.
- Holts Response - Confirmed the weather barrier is Tyvek Commercial Wrap, which serves as both an air and water barrier. The entire building should be wrapped in 1-layer Tyvek Commercial Wrap. Provide 2 layers of Tyvek Commercial Wrap at stone veneer locations. In plaster and stone veneer areas there is lath and Kraft paper on top of the Tyvek Commercial Wrap.
17. Pre-Bid RFI #017 – Plaster areas and Veneer areas are to receive weather barriers and Lath/Kraft Paper. Hardie Board Panel areas are to receive Hardie Wrap water resistant Barrier. Please provide a detail on how the Hardie Wrap and Tyvek overlap.
- Holts Response - Details A15 & E15 on sheet A-521 indicate a water resistive barrier Hardiewrap or equal. Tyvek Commercial Wrap is equal. The entire building should be wrapped in Tyvek Commercial Wrap.
18. Pre-Bid RFI #018 – Detail #A13 on Page A-520. I'm not sure that the Coping Cap is that's shown on the Glu-Lam Beam Girder Cut Detail. It appears to be sheet metal coping. Please confirm and provide details on how it wraps down the face/attached to the glu-lam
- Holts Response - Refer to A8/A-520.
19. Pre-Bid RFI #019 – There are 4 columns on Grid Lines 3 and H, 4 and H, 3 and B, and 4 and B. The foundation plan calls them out as "FRM". Details 2, 3, 4 and 5 on Page S6.0 show them to be 5x5 HSS. These columns are not identified on the column schedule on Page S2.0. Please add them to the column schedule. Also identify the column baseplate type. Type 1 or 2 per detail #20 on Page S4.0.
- Structural Engineer - The column schedule is for gravity columns. The frame column sizes are clearly shown on the frame elevations. Also, note that the typical base plate size and type has been called out on the frame elevation. Make sure you are working with the latest delta 6 structural drawings dated 10/27/2017. Refer to **Attachment 'G'**.
 - TCC's Response – Attachment G – Pages S1.0, S1.1, S1.2, S2.0, S3.0, S3.1, S4.0, S5.0, S6.0, and S6.1 at attached to Addenda #02 – See Below.
20. Pre-Bid RFI #020 – There are 6 Thermostats shown on Page M-100. 5 in room 113, and 1 in room 110. There is only 5 AC Units. Please advise.
- Holts Response - AC unit is zoned. The thermostat is located for 1 zone (110) in public area because the use of the room after normal Library hours. The other zone thermostat is located in the office (113). Sensors are located within each air conditioning zone to sense the temperature for control by the thermostat.

21. Pre-Bid RFI #022 – There's an extensive Access control Specification (28 13 00) and Intrusion Detection (28 16 00). Please note there is no Electronic Locks, Strikes or Exit Devices specified in the Hardware Schedule. The access control system will not work without electric hardware. Please specify/clarify.
- Holts Response - There is no Access Control system in this project. However, the user group will contract directly with an Alarm Company to provide monitoring. This is a separate scope of work, and Intrusion Detection Spec should be eliminated.
22. Pre-Bid RFI #024 – Does the fire alarm annunciator call out via hard lines or cell. Who is responsible to the line or cell data?
- Holts Response - The contractor is responsible for installing the two-telephone cables within the building. The owner is responsible for the UL monitoring company contract.
Refer to specification section 28 31 11; 2.10 DIGITAL ALARM COMMUNICATOR TRANSMITTER
 - a. Digital alarm communicator transmitter shall be acceptable to the remote central station and shall comply with UL 632 and be listed and labeled by an NRTL.
 - b. Functional Performance: Unit shall receive an alarm, supervisory, or trouble signal from fire-alarm control unit and automatically capture two telephone line(s) and dial a preset number for a remote central station. When contact is made with central station(s), signals shall be transmitted. If service on either line is interrupted for longer than 45 seconds, transmitter shall initiate a local trouble signal and transmit the signal indicating loss of telephone line to the remote alarm receiving station over the remaining line. Transmitter shall automatically report telephone service restoration to the central station. If service is lost on both telephone lines, transmitter shall initiate the local trouble signal.
23. Pre-Bid RFI #025 – The drawings conflict the layout of the septic system and the quantity on seepage pits. The plumbing site waste plan on P1.1 shows 6 seepage pits and 1 distribution box. The site plan on AS-100 shows 6 seepage pits and 2 distribution boxes with a different layout. The Septic Plan on 1 of 1 shows 3 seepage pits and 1 distribution box, with 3 future seepage pits and 1 future distribution box. Please confirm which drawing is correct.
- TCC's Response – The Septic System is to be furnished and installed per the Septic Plan Sheet 1 of 1. See Attachment I included in Addenda #2 for the latest Septic Plan.
24. Pre-Bid RFI #026 – Provide details of the frame and methods of attaching to the CMU Masonry for the Tube steel security gate. The enclosure plan (G13/AS-121) looks like a hollow metal frame. Elevation looks like it's a standard iron fence post.
- Holts Response - Gate frame shall consist of (2) tube steel 4"x2"x1/8" vertical frames 8'- 0" length with capped tops, and attached to CMU masonry wall using (4) 3/8" anchor bolts on each side located at 21" on center.
25. Pre-Bid RFI #027 – Detail G-4 on Page A-500 shows under cabinet lighting. These lights are not shown on the electrical drawings. Please confirm they are not needed.
- Holts Response - Omit under cabinet lighting.

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26. Pre-RFI #028 – Details G4, G7, G11 and G15 on Page A-500 show “Backing Plates”. This is a wood framed building, please confirm the “backing plates” are wood blocking (2x4’s). If 2x4 is not the correct size, please provide.
- Holts Response - Confirmed that all backing shall be wood framed. Grab bar backing shall be 4x4 as indicated per detail J1 on A-500. For details G4, G7, G11, and G15 on A-500, 2x4 wood blocking should be acceptable. Backing detail has been provided on 19/S6.1, refer to **Attachment ‘G’**.
27. Pre-Bid RFI #029 – Detail G1 on Page A-500 shows a counter with misc. metal counter support bracket. Please advise where this detail applies.
- Holts Response - Concealed countertop brackets shall be installed at all restroom counters.
28. Pre-Bid RFI #030 – Specification Section 08 71 00 – Part 2.10.B.e.1 – Please provide the quantity of extra keys.
- Holts Response - 10 Keys, two levels of keys. 2 masters and 8 standards are to be provided. Standard will not operate Branch Manager’s Office.
29. Pre-bid RFI #031 – The finish schedule detail A12 on Page A-400 states the Janitors Closet Room #102 has sealed concrete floor, full height FRP Panels on the walls and Ceramic Tile Base. Please confirm the finish material installation. Does the tile base install first then the FRP start on top of the base?
- Holts Response - Yes, and contractor is to caulk the seam between the tile and FRP.
30. Pre-Bid RFP #032 – Page S2.0 shows the SOG being recessed in the Janitor’s Closet 2” (Same recession as the tile floor applications for the restrooms. The Finished Schedule on Page A-400 shows the Janitors Closet to have a sealed concrete floor. What material is used to bring the recessed SOG up 2” to match the finished floor level? Might need to revise Page S2.0 to show the SOG in the Janitor’s Closet not being recessed but sloped to drain to the floor drain.
- Structural Response - Sheet S2.0 has been revised to show a sloping slab on grade per the architectural drawings. See latest delta 6 structural drawings dated 10/27/2017. Refer to Attachment ‘G’. All floor areas indicated as recessed SOG shall be sloped to floor drains. Sloped slabs shall occur in the following locations; Women’s Restroom 101, Janitor 102, Men’s Restroom 103, and Staff Restroom 107. Add tile in Janitor 102 to match Restrooms. Add floor drain in Staff Restroom 107.
 - Holts Response - All floor areas indicated as recessed SOG shall be sloped to floor drains. Sloped slabs shall occur in the following locations; Women’s Restroom 101, Janitor 102, Men’s Restroom 103, and Staff Restroom 107. Add tile in Janitor 102 to match Restrooms. Add floor drain in Staff Restroom 107.
 - TCC’s Response – Bid Category #02 – Concrete (Building and Site) shall recess the SOG and indicated above. Bid Category #07 Miscellaneous Specialties/General Construction shall furnish and install the added tile work.
31. Pre-Bid RFI #033 – Please advise what the ceiling type is for the clear-story. Page A-100 shows a pattern that is reflective ceiling plan legend. Looking at the Finish Plan it appears its T&G. Please confirm.
- Holts Response - Confirmed. Clerestory ceiling shall be tongue & groove (T&G).

32. Pre-Bid RFI #034 – Detail G1 on Page A-310 shows directed attached ceiling tiles in the Branch Managers Closet. The reflective Ceiling Plan shows T-Bar Ceiling in the Branch Manager’s Office. Please confirm the Branch Managers Office has T-Bar not direct attached ceiling tiles.
- Holts Response - Branch Manager’s Office 113 ceiling shall be a combination of T-Bar ceiling and direct attached 5/8” gypsum board hard lid ceiling as indicated per Reflected Ceiling Plan sheet A-110.
33. Pre-Bid RFI #035 – Specification Section 10 14 00 – Part 2.04 refers to an Aluminum Free-Standing Sign and states to refer to the drawings for types and locations. There are no Aluminum Free-Standing Signs Shown on the drawings. Please advise.
- Holts Response - Refer to Key Note #1 on AS-100 for new monument signage location. For monument signage details see A1 on sheet AS-120.
34. Pre-Bid RFI #036 – Please provide a location where the Dedication Sign Installs (See Detail #L1 on Page G-110).
- Holts Response - Dedication plaque location is located in Marketplace 100, see keynote 9 on G-110.
35. Pre-Bid RFI #037 – Please confirm only Window Type V in Room 115 gets Window Treatment and this window is to receive a dual manual roll with Black out and Sun Shade. This will block out outside sun light, but window type CC and doors 115a and 115b do not receive window treatments.
- Holts Response - Confirmed only window type V receives window treatment.
36. Pre-Bid RFI #038 – Specification Section 12 93 00 – Part 2.01 states to furnish and install a book drop. Keynote #2 states the Owner is furnishing the Book Drop and the Contractor is installing it. Please advise if the owner is furnishing the book drop or not.
- Holts Response - Correct. Owner is furnishing.
37. Pre-Bid RFI #039 – Specification Section 09 54 26 – Part 2.2.A.1.e.1) – Please provide the finish Clear or Stained.
- Holts Response - See response to RFI #042 below.
38. Pre Bid RFI #040 – Door Elevation ID-2 refers to detail #3 on Page A-010. There is not detail #3 on Page A-010. I believe the correct detail reference is D3 on Page A-010. Please confirm.
- Holts Response - Confirmed the correct detail reference for door elevation ID-2 is detail D3 on sheet A-010.
39. Pre Bid RFI #041 – Please provide details for the method of attachment of the Ceiling Tectum Panels.
- Holts Response – see attached Tectum Direct Attached Ceiling and Wall Panels – Assembly and Installation Instructions for 1-Inch Thick Direct-Attached Wall and Ceiling Panels. For 2” panels, please note the following.
 - a. The installation for the 2” panels would be the same as those for the 1”. Only difference would be the length of the screws needed for attachment. We suggest a minimum 3” screw for 2” thick panels. Armstrong offers several screw options. Please discuss methods of attachment with Armstrong.

40. Pre Bid RFI #042 – Please confirm Specification Section 09 54 26 – Tongue and Groove Wood Ceiling is applicable to the Project. While there is T&G Soffits and Ceilings these soffits and ceilings are directly nailed to the structure. They are not suspended on a ceiling grid system. Also, if 09 54 26 is not applicable to the project, please provide a cut and grade for the T&G. The carpentry specification section refers to C and Better. Grade C and Better is not the best for clear sealer.
- Holts Response - Spec 09 54 26 not applicable to the Project. Contractor to provide 85/15 VG Douglas Fir, with clear stain for interior ceilings and exterior soffits (where shown on the RCP). Contractor to submit samples for review and approval prior to installation of the T&G ceiling.
41. Pre Bid RFI #043 – Page A-400 shows acoustical wall treatment behind the Drinking Fountain. The interior elevation detail K4 on Page A-420 shows tile. Please confirm tile goes behind the drinking foundation not acoustical wall treatment.
- Holts Response - Wall treatment symbol on Finish Legend is general. Install tile per Interior Elevation K4/A-420 and Interior Finish Schedule A12/A-400.
42. Pre Bid RFI #044 – The existing bike rack is being demo'ed and not re-installed or replaced. Please confirm.
- Holts Response - Remove for construction and either install new owner provided bike rack or reinstall existing.
 - TCC's Response – Demo/Salvage by Bid Category #01 – Site Demo, Earthwork and Grading. Re-installation and/or installation by new is by Bid Category #07 – Miscellaneous Specialties/General Construction
43. Pre Bid RFI #045 – The finish schedule found on page A400 depicts Tile 3 to be 6x6 Cove Base from Emser's Choice Collection. After speaking with the rep at Emser's, it appears there is no such cove base. Do we use a metal cove base instead like Schluter Dilex-AHK or shall the 6x6 non-coved flat tile be installed as base? Please advise. – Hamel Contracting, Inc.
- Holts Response - Install metal cove base (Schluter Dilex-AHK) in place of non-existent Tile 3 cove base.
44. Pre Bid RFI #046 – The finish schedule found on page A400 depicts Tile 1 and 2 bullnose pieces (SBN) with the filed tile size. Bullnose is not called out on the drawing. All leading edges are to receive metal per the drawings. Please clarify where the bullnose is to be installed. – Hamel Contracting, Inc.
- Holts Response - Eliminate Tile 1 & 2 bullnose and install metal trim at tile edges per Drawings.
45. Pre Bid RFI #047 – Please confirm if all restrooms have ADA skirts and frame? Drawings do not confirm. – Hamel Contracting, Inc.
- Holts Response - For all counter mounted lavatories refer to detail J15 on sheet A-500.
46. Pre Bid RFI #048 – Page A500 detail G1 calls out concealed brackets and countertop with 3" edge, nothing like that exists on the floor plans. Please advise. – Hamel Contracting, Inc.
- Holts Response - Concealed countertop brackets shall be installed at all restroom counters.

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47. Pre Bid RFI #049 – Bid Category 10 – Page 4 – Item #13 calls for a complete “energy management systems/DDC system (regardless if not shown/noted or not). The 2 mechanical drawings issued for bidding purposes do not reflect any controls system. Furthermore there are no specification manual for an EMS/DDC System. In order to include a complete EMS/DDC System in our proposal the Owner must issue clear drawings and specifications. ACH Mechanical Contractors’ Inc.
- TCC’s Response – Bid Category #10 – HVAC shall bid the HVAC Work and Controls exactly how the work is shown on the plans for the controls and HVAC System. It does not look like there is BAS system, it appears it is only sensors and thermostats.
48. Pre Bid RFI #051 – Specification Section 26 24 16 Panelboards – Part 2 – Subsection 2.2 – Lighting and Appliance Branch Circuit Panel boards’ states “provide products by the following manufacturer to match existing”.
1. Square D, a brand of Schneider Electric
- This is a new building so this proprietary manufacturer of equipment appears to be not applicable to the Project. Recommend this specification to include panel boards’ manufacturers such as Eaton, Siemens, General Electrical or equal. Please advise. – Daniel’s Electrical Construction Co., Inc.
- Holts Response - Square D, Eaton, Siemens, or General Electrical are acceptable manufacturers for Specification Section 26 24 16 Panelboards – Part 2 – Subsection 2.2 Lighting and Appliance Branch Circuit Panelboards.

Drawings

The following Drawings are attached to this Addendum and therefore are a part of the Contract/Bid Documents.

1. Replace the existing Precise Grading Plan Sheet 1 of 2 and Sheet 2 of 2 with the attached Precise Grading Plan Sheet 1 of 2 and Sheet 2 of 2 - Mark Delta 6 – 10/27/17 – Revised Const. Note Key (Attachment H).
2. Replace the existing Septic Plan Sheet 1 of 1 with the attached Septic Plan Sheet 1 of 1 - Mark Delta 7 – 10/27/17 – Water Service Connection (Attachment I).
3. Replace the existing Window Schedule and Elevations A-020 with the attached Window Schedule and Elevations A-020 - Mark Delta 6 – 10/27/17 – Bid Addenda 2 (Attachment E).
4. Replace the existing Floor Plan A-100 with the attached Floor Plan A-100 - Mark Delta 6 – 10/27/17 – Bid Addenda 2 (Attachment F).
5. Replace the existing Clerestory Floor Plan A-101 with the attached Clerestory Floor Plan A-101 - Mark Delta 6 – 10/27/17 – Bid Addenda 2 (Attachment F).
6. Replace the existing Exterior Elevations A-200 with the attached Exterior Elevations A-200 - Mark Delta 6 – 10/27/17 – Bid Addenda 2 (Attachment F).
7. Replace the existing Interior Elevations A-420 with the attached Interior Elevations A-420 - Mark Delta 6 – 10/27/17 – Bid Addenda 2 (Attachment F).
8. Replace the existing Structural Notes S1.0 with the attached Structural Notes S1.0 - 10/27/17 – Bid Addenda 2 (Attachment G).
9. Replace the existing Typical Details S1.1 with the attached Typical Details S1.1 - 10/27/17 – Bid Addenda 2 (Attachment G).
10. Replace the existing Typical Details S1.2 with the attached Typical Details S1.2 - 10/27/17 – Bid Addenda 2 (Attachment G).
11. Replace the existing Foundation Plan S2.0 with the attached Foundation Plan S2.0 - 10/27/17 – Mark Delta 6 – Bid Addenda 2 (Attachment G).

12. Replace the existing Main Roof Framing Plan S3.0 with the attached Main Roof Framing Plan S3.0 - 10/27/17 – Mark Delta 6 – Bid Addenda 2 (Attachment G).
13. Replace the existing High Roof Framing Plan S3.1 with the attached High Roof Framing Plan S3.1 - 10/27/17 – Mark Delta 6 – Bid Addenda 2 (Attachment G).
14. Replace the existing Foundation Details S4.0 with the attached Foundation Details S4.0 - 10/27/17 – Mark Delta 6 – Bid Addenda 2 (Attachment G).
15. Replace the existing Framing Details S5.0 with the attached Framing Details S5.0 - 10/27/17 – Mark Delta 6 – Bid Addenda 2 (Attachment G).
16. Replace the existing Framing Details S6.0 with the attached Framing Details S6.0 - 10/27/17 – Mark Delta 6 – Bid Addenda 2 (Attachment G).
17. Add page S6.1 Framing Details - 10/27/17 – Mark Delta 6 – Bid Addenda 2 (Attachment G).

Specifications

The following Specifications are attached to this Addendum and therefore are a part of the Contract/Bid Documents.

1. Add the attached Specification Section #21 00 00 – Automatic Fire Protection System (Attachment A)

End of Addendum #02



PROJECT: County of Riverside - Nuview Library Replacement Project

BID NO.: FM08190007119

DOLLAR VALUE: \$387,000.00

LIQUIDATED DAMAGES: \$2,500.00

CONTRACTOR: Infinity Structures, Inc.

TIME FOR COMPLETION: 240 Calendar Days

JAN 30 2018 3.6

AGREEMENT FORM

THIS AGREEMENT IS MADE AND ENTERED INTO AS OF THE DATE OF THE LAST SIGNATURE ON THE SIGNATURE PAGE OF THIS CONTRACT by and between the **County of Riverside** ("County") and **Infinity Structures, Inc.** ("Contractor") ("Agreement").

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

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

PROJECT: **County of Riverside - Nuview Library Replacement Project** ("Project")

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

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

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

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

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

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

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

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

Three Hundred Eighty-Seven Thousand Dollars

(\$387,000.00),

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

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

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

"COUNTY" COUNTY OF RIVERSIDE
COUNTY OF RIVERSIDE

By: *Chuck Washington*
Date: JAN 30 2018
~~JOHN TAVAGLIONE~~, Chairman
Board of Supervisors
Chuck Washington

"CONTRACTOR"

Infinity Structures, Inc.

By: *Ted Winters*
(type name) Ted Winters

Title: Vice President

Date: 1/7/2018

The following information must be provided concerning the Contractor:

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

If "other", enter legal form of business:

Enter address:

20200 Gaston Rd.

Perris, California 92570-3555

Telephone: (951) 940-6450

Facsimile: 951-940-6451

Email: tedwinters@roadrunner.com

Employer State

Tax ID #: 473-3000-6

State Contractor License # 615947

DIR Registration #: 1000001551

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

Ted Winters

Todd Talley

If Contractor is a corporation, state:

Name of President: Todd Talley

Name of Secretary: Ted Winters

State of Incorporation: California

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: *Kecia Harper-Ihem*
Date: JAN 30 2018
Deputy

(SEAL)

APPROVED AS TO FORM:
GREGORY P. PRIAMOS

County Counsel

By: *Synthia M. Gunzel*
Date: 1-18-18
Synthia M. Gunzel
Chief Deputy County Counsel

PERFORMANCE BOND
(100% of Contract Price)

Premium is for contract term and subject to adjustment based on final contract price.

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

County of Riverside - Nuview Library Replacement Project (Project Name)

("Contract") which Contract dated as of the date of the last signature on the signature page
and all of the Contract Documents attached to or forming a part of the Contract, are hereby
referred to and made a part hereof; and

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

NOW, THEREFORE, we, the Principal, and SureTec Insurance Company _____ ("Surety"), an
admitted surety insurer pursuant to code of Civil Procedure, Section 995.120, are held and
firmly bound unto the County in the penal sum of Three Hundred Eighty Seven Thousand ---
DOLLARS (\$387,000.00), lawful money of the United States, for the payment of which sum
well and truly to be made we bind ourselves, our heirs, executors, administrators, successors,
and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

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

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 4th day of January, 2018.

(Affix Corporate Seal)

Infinity Structures, Inc.

Principal

By Ted Winters CP.

SureTec Insurance Company

Surety

By Audrey Rodriguez, Attorney-In-Fact

Venbrook Insurance Services

Name of California Agent of Surety

11512 El Camino Real, #120, San Diego, CA 92130

Address of California Agent of Surety

800-449-9555

Telephone Number of California Agent of Surety

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

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 Diego }

On January 4, 2018 before me, Joy Rogers, Notary Public,
(Here insert name and title of the officer)

personally appeared Audrey Rodriguez,
 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.

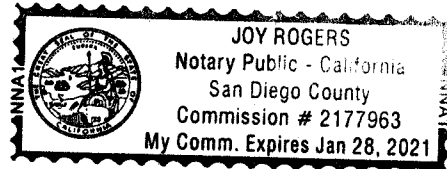
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Larry D. Cogdill, Michael W. Thomas, Brooke Lafrenz, Gladys Rogers, Audrey Rodriguez

its true and lawful Attorney-in-fact, 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 waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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 of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings 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. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 22nd day of February, A.D. 2017 .

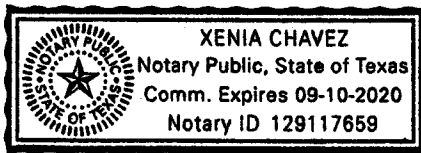
SURETEC INSURANCE COMPANY


By: 
John Knox Jr., President



State of Texas ss:
County of Harris

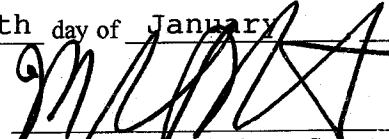
On this 22nd day of February, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 4th day of January, 2018, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

SureTec Insurance Company

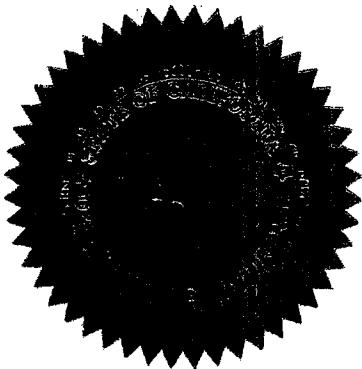
of Texas , organized under the
laws of Texas , subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, effective as of the 24th
day of October, 2005, I have hereunto
set my hand and caused my official seal to be affixed this
24th day of October, 2005



John Garamendi
Insurance Commissioner

By

Patricia K. Staggs
Patricia K. Staggs
for Richard D. Baum ~~Deputy~~
Chief Deputy

NOTICE:

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

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

County of Riverside - Nuview Library Replacement Project (Project Name)

("Contract") which Contract dated as of the date of the last signature on the signature page
and all of the Contract Documents attached to or forming a part of the Contract, are hereby
referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and _____ SureTec Insurance Company _____, ("Surety") are
held and firmly bound unto all laborers, material men, and other persons referred to in said
statutes in the sum of Three Hundred Eighty Seven Thousand --- Dollars (\$387,000.00),
lawful money of the United States, being a sum not less than the total amount payable by the
terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors, or assigns, jointly and severally, by these
presents.

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

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

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

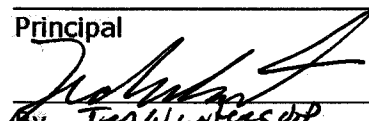
And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change,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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 4th day of January, 2018.

(Affix Corporate Seal)

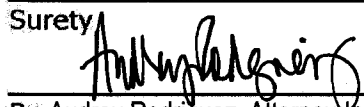
Infinity Structures, Inc.

Principal


By Ted Winters *dir.*

SureTec Insurance Company

Surety


By Audrey Rodriguez, Attorney-in-Fact

Venbrook Insurance Services

Name of California Agent of Surety

11512 El Camino Real, #120, San Diego, CA 92130

Address of California Agent of Surety

800-449-9555

Telephone Number of California Agent of Surety

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

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 }

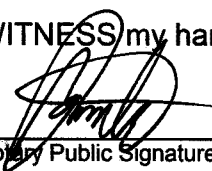
County of San Diego }

On January 4, 2018 before me, Joy Rogers, Notary Public,
(Here insert name and title of the officer)

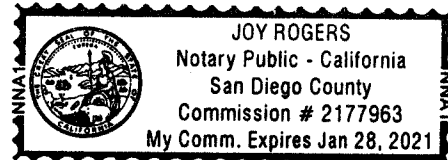
personally appeared Audrey Rodriguez,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Larry D. Cogdill, Michael W. Thomas, Brooke Lafrenz, Gladys Rogers, Audrey Rodriguez

its true and lawful Attorney-in-fact, 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 waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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 of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings 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. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 22nd day of February, A.D. 2017 .

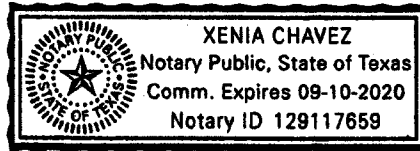
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President



State of Texas ss:
County of Harris

On this 22nd day of February, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 4th day of January 2018, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

№ 08138

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

SureTec Insurance Company

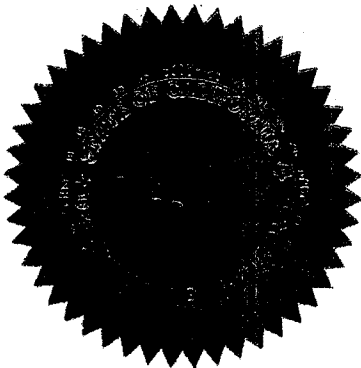
of Texas, organized under the
laws of Texas, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, effective as of the 24th
day of October, 2005, I have hereunto
set my hand and caused my official seal to be affixed this
24th day of October, 2005



John Garamendi
Insurance Commissioner

By

Patricia K. Staggs
for Richard D. Baum Deputy
Chief Deputy

NOTICE:

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

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: **FM08190007119** between the County of Riverside ("County") and **Infinity Structures, Inc.** ("Bidder") ("Project").

Labor Code section 3700, in relevant part, provides:

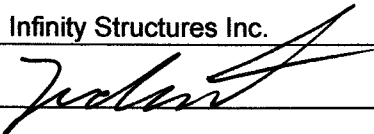
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: 1/7/2018

Proper Name of Bidder: Infinity Structures Inc.

Signature: 

Print Name: Ted Winters

Title: Vice President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above Certificate must be signed and filed with the awarding body prior to performing any Work under this Project.)

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: **FM08190007119** between County of Riverside ("County") and **Infinity Structures, Inc.** ("Bidder") ("Project").

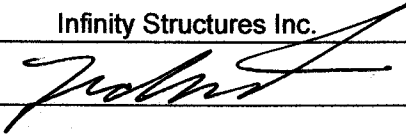
I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

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

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

Date: 1/7/2018

Proper Name of Bidder: Infinity Structures Inc.

Signature: 

Print Name: Ted Winters

Title: Vice President

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **FM08190007119** between the County of Riverside ("County") and **Infinity Structures, Inc.** ("Bidder") ("Project").

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

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

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

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


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

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

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

Date: 1/7/2018

Proper Name of Bidder: Infinity Structures Inc.

Signature: 

Print Name: Ted Winters

Title: Vice President

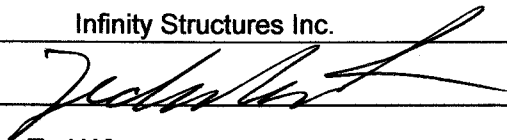
HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **FM08190007119** ("Project") between County of Riverside ("County") and **Infinity Structures, Inc.** ("Contractor").

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

Date: 1/7/2018

Proper Name of Contractor: Infinity Structures Inc.

Signature: 

Print Name: Ted Winters

Title: Vice President

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **FM08190007119** ("Project") between County of Riverside ("County") and **Infinity Structures, Inc.** ("Contractor").

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

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

Name of firm ("Firm"): Infinity Structures Inc.

Mailing address: 20200 Gaston Rd Perris, Ca 92570

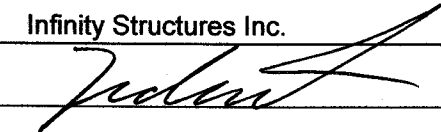
Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

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

Date: 1/7/2018

Proper Name of Firm: Infinity Structures Inc.

Signature: 

Print Name: Ted Winters

Title: Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2018

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 have ADDITIONAL INSURED provisions or 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 Venbrook Insurance Services CA Lic 0D80832 11512 El Camino Real Suite 120 San Diego, CA 92130 www.venbrook.com	CONTACT NAME: PHONE (A/C, No, Ext): 800-449-9555 FAX (A/C, No): 858-764-7501 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Infinity Structures, Inc. 20200 Gaston Road Perris CA 92570	INSURER A: Liberty Surplus Insurance Corporation NAIC # 10725	
	INSURER B: Everest National Insurance Company NAIC # 10120	
	INSURER C: Topa Insurance Company NAIC # 18031	
	INSURER D: California Insurance Company NAIC # 38865	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 39750112

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 INSD	SUBR 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 XCU is included <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			100259903-01	5/31/2017	5/31/2018	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/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CF4CA00700-171	5/31/2017	5/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XL6608697	5/31/2017	5/31/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	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	N/A	46-068044-01-05	1/1/2017	1/1/2018	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Riverside and Tildon-Coil Constructors and their respective officers, agents, and employees are included as Additional Insured only to the extent required by written contract. Waiver of Subrogation is included only to the extent required by written contract.

Re: Coutry of Riverside - Nuview Library Replacement Project; Bid No. FM08190007119
 30 Days notice of cancellation applies except 10 days for nonpayment.

CERTIFICATE HOLDER

Attn: Marissa Garcia

Tildon-Coil Constructors
 3612 Mission Inn Ave.
 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

(SD) Alan Shetzer

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ACORD 25 (2016/03)

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Commercial General Liability

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 2

Effective Date: 05/31/2017

Policy Number: 100259903-01

Issued To: Infinity Structures Inc

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; Any other person or organization you are required to add as an additional insured under the contract or agreement described in the paragraph above.	All locations of covered operations.

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

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



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Liberty
Surplus Insurance
Corporation

Commercial General Liability

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project



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Liberty
Surplus Insurance
Corporation

Commercial General Liability

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 32

Effective Date: 05/31/2017

Policy Number: 100259903-01

Issued To: Infinity Structures Inc

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy.

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

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

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



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Commercial General Liability

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 1

Effective Date: 05/31/2017

Policy Number: 100259903-01

Issued To: Infinity Structures Inc

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location and Description Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; Any other person or organization you are required to add as an additional insured under the contract or agreement described in the paragraph above.	All Locations and Description of Covered Operations

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

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



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN
CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST
BE SIGNED PRIOR TO THE DATE OF THE "ACCIDENT".

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

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for an "accident" or "loss", provided that you are required under a written agreement to waive your rights of recovery. The written agreement must be made prior to the date of the "accident" or "loss". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 5/31/2017 forms a part of

policy No. CF4CA00700-171 issued to INFINITY STRUCTURES INC.

by THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

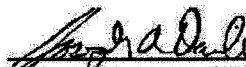
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



 Authorized Representative or
 Countersignature (in States Where
 Applicable)

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Wednesday, January 10, 2018. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C1666495 INFINITY STRUCTURES INC.

Registration Date: 06/06/1990
Jurisdiction: CALIFORNIA
Entity Type: DOMESTIC STOCK
Status: ACTIVE
Agent for Service of Process: HAROLD T. WINTERS
 20200 GASTON ROAD
 PERRIS CA 92570
Entity Address: 20200 GASTON ROAD
 PERRIS CA 92570
Entity Mailing Address: 20200 GASTON ROAD
 PERRIS CA 92570

A Statement of Information is due EVERY year beginning five months before and through the end of June.

Document Type	↕	File Date	↕	PDF
SI-NO CHANGE		10/12/2017		
SI-COMPLETE		08/30/2012		
REGISTRATION		06/06/1990		Image unavailable. Please request paper copy.

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)

[New Search](#)

[Back to Search Results](#)

Nielsen, Linda

From: Sydow, Erik
Sent: Thursday, January 11, 2018 1:07 PM
To: Nielsen, Linda
Cc: Gunzel, Synthia
Subject: RE: Nuview Library Replacement Project

Thanks Linda,

It is not a requirement, but something that I believe Tilden-Coil does.

Please proceed with review without this cover page.

Thanks,

Erik V. Sydow

Office: 951-955-8274

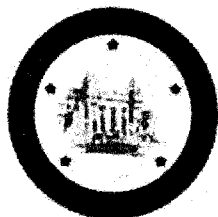
esydow@rivco.org

From: Nielsen, Linda
Sent: Thursday, January 11, 2018 12:45 PM
To: Sydow, Erik <ESydow@RIVCO.ORG>
Cc: Gunzel, Synthia <SMGunzel@RIVCO.ORG>
Subject: Nuview Library Replacement Project

Good afternoon. I am working with Synthia Gunzel in reviewing the Multi-Prime Construction Agreement for Bid Categories 1 to 11. I noticed that for the Agreements for Caston, Inc. there is no cover summary like others have. Is there supposed to be one. Attached is a sample of the document I am talking about.

Thank you for your assistance in this matter.

LINDA NIELSEN
Paralegal II-CN
Office of County Counsel
County of Riverside
Phone: (951) 955-6349
Fax: (951) 955-6363
Email: lnielsen@rivco.org



NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain attorney/client information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the

Contractor's License Detail for License # 615947

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

INFINITY STRUCTURES INC
20200 GASTON ROAD
PERRIS, CA 92570
Business Phone Number:(951) 940-6450

Entity Corporation

Issue Date 03/23/1991

Expire Date 03/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HUDSON INSURANCE COMPANY.

Bond Number: 30019106

Bond Amount: \$15,000

Effective Date: 03/03/2017

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual HAROLD THEODORE WINTERS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 03/23/1991

Workers' Compensation

This license has workers compensation insurance with the CALIFORNIA INSURANCE COMPANY

Policy Number:4606804401

Effective Date: 01/01/2015

Expire Date: 01/01/2019

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



Company Profile

COMPANY PROFILE

Company Search

Search Results

Company Search Results

Select a Company Name to view the company's profile.

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

Company Name	State of Domicile	NAIC Number	NAIC Group Number	CA ID Number
LIBERTY BANKERS LIFE INSURANCE COMPANY	OK	68543	3436	3110-4
LIBERTY FIRST RISK RETENTION GROUP INSURANCE COMPANY	UT	12627	0000	5595-4
LIBERTY INS EXCHANGE				1670-9
LIBERTY INSURANCE CORPORATION	IL	42404	0111	3184-9
LIBERTY INSURANCE CORPORATION	DE			2975-1
LIBERTY INSURANCE UNDERWRITERS INC.	NY		0111	0695-7
LIBERTY INSURANCE UNDERWRITERS, INC.	IL	19917	0111	2511-4
LIBERTY L ASSUR CO	NH	65315	0111	1792-1
LIBERTY LIFE ASSURANCE COMPANY OF BOSTON	NH	65315	0111	1792-1
LIBERTY LIFE INSURANCE COMPANY	SC	65323	2398	1766-5
LIBERTY LIFE INSURANCE COMPANY	DE	61492	4734	0452-3
LIBERTY MORTGAGE INSURANCE CORPORATION				2179-0
LIBERTY MORTGAGE INSURANCE CORPORATION	WI	29858	0105	2359-8
LIBERTY MUTUAL FIRE INSURANCE COMPANY	WI	23035	0111	0811-0
LIBERTY MUTUAL INSURANCE COMPANY	MA	23043	0111	1022-3
LIBERTY NATIONAL FIRE INSURANCE COMPANY	AL	11762	0958	2927-2
LIBERTY NATIONAL LIFE INSURANCE COMPANY	NE	65331	0290	1679-0
LIBERTY NORTHWEST INSURANCE CORPORATION	OR	41939	0111	4704-3
LIBERTY TITLE AND ESCROW COMPANY	CA			2984-3
LIBERTY TITLE COMPANY	CA			4904-9

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- Lines of Business
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- Contact Information

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COMPANY PROFILE

Company Information

EVEREST NATIONAL INSURANCE COMPANY

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

Old Company Names

Effective Date

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

Agent For Service

Carlos Santana
725 Town & Country Road
Suite 400
Orange CA 92868

Reference Information

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

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NAIC Group List

NAIC Group #: 1120 EVEREST REINS HOLDINGS GRP

Lines Of Business

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

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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COMPANY PROFILE

Company Information

TOPA INSURANCE COMPANY
24025 PARK SORRENTO, SUITE 300
CALABASAS, CA 91302
818-466-5900

Old Company Names	Effective Date
UNIVERSAL SECURITY INSURANCE COMPANY	12/31/1985

Agent For Service

CYNTHIA MORRISON
 24025 PARK SORRENTO
 SUITE 300
 CALABASAS CA 91302

Reference Information

NAIC #:	18031
California Company ID #:	2989-2
Date Authorized in California:	01/01/1985
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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NAIC Group List

NAIC Group #: 0161 TOPA EQUITIES LTD 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
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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COMPANY PROFILE

Company Information

CALIFORNIA INSURANCE COMPANY
10805 OLD MILL ROAD
OMAHA, NE 68154

Old Company Names

Effective Date

Agent For Service

MICHAEL PERKINS
 80 STONE PINE ROAD, SUITE 210
 HALF MOON BAY CA 94019

Reference Information

NAIC #:	38865
California Company ID #:	2366-3
Date Authorized in California:	06/13/1980
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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NAIC Group List

NAIC Group #: 0031 BERKSHIRE HATHAWAY 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
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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PROJECT: County of Riverside - Nuview Library Replacement Project

BID NO.: FM08190007119

DOLLAR VALUE: \$89,500.00

LIQUIDATED DAMAGES: \$2,500.00

CONTRACTOR: Fischer, Inc.

TIME FOR COMPLETION: 240 Calendar Days

AGREEMENT FORM

THIS AGREEMENT IS MADE AND ENTERED INTO AS OF THE DATE OF THE LAST SIGNATURE ON THE SIGNATURE PAGE OF THIS CONTRACT by and between the **County of Riverside** ("County") and **Fischer, Inc.** ("Contractor") ("Agreement").

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

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

PROJECT: County of Riverside - Nuview Library Replacement Project ("Project")

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

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

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

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

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

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

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

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **A, B, C36 & C16** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code.
- 14.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and by the County.
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the County covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Eighty-Nine Thousand, Five Hundred Dollars

(\$89,500.00),

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

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

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

"COUNTY" COUNTY OF RIVERSIDE
COUNTY OF RIVERSIDE

By: *Chuck Washington*
Date: JAN 30 2018
~~JOHN TAVAGLIONE~~, Chairman
Board of Supervisors
Chuck Washington

"CONTRACTOR"

Fischer, Inc.

[Signature]
By: _____
(type name) Mike Fischer

Title: President

Date: 1/3/18

The following information must be provided concerning the Contractor:

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

If "other", enter legal form of business:

Enter address:

1372 W. 26 th Street

San Bernardino, California 92405-1434

Telephone: (909) 881-2910 x2

Facsimile: 909-881-5761

Email: _____

Employer State

Tax ID #: 20-2020904

State Contractor License # 853357

DIR Registration #: 1000000857

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

If Contractor is a corporation, state: California

Name of President: Mike Fischer

Name of Secretary: Mike Fischer

State of Incorporation: Mike Fischer

ATTEST:

KECIA HARPER-IHEM

Clerk of the Board

By: *Kecia Harper-Ihem*
Date: JAN 30 2018
Deputy

(SEAL)

APPROVED AS TO FORM:

GREGORY P. PRIAMOS

County Counsel

By: *Synthia M. Gunzel*
Date: 1-18-18
Synthia M. Gunzel
Chief Deputy County Counsel

ORIGINAL

PERFORMANCE BOND
(100% of Contract Price)

THE PREMIUM IS PREDICATED ON
THE FINAL CONTRACT PRICE AND
IS SUBJECT TO ADJUSTMENT.

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

County of Riverside - Nuview Library Replacement Project (Project Name)

("Contract") which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we, the Principal, and Merchants Bonding Company (Mutual) ("Surety"), an admitted surety insurer pursuant to code of Civil Procedure, Section 995.120, are held and firmly bound unto the County in the penal sum of Eighty Nine Thousand Five Hundred and 00/100's DOLLARS (\$ 89,500.00-----), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

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

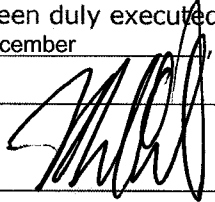
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby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

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

IN WITNESS WHEREOF, ^{four (4)} ~~two (2)~~ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 27th day of December, 2017.

(Affix Corporate Seal)

Fischer, Inc.
Principal



By

Merchants Bonding Company (Mutual)

Surety

By Julia B. Bales, Attorney in Fact

Inland Surety Bonds & Insurance Services

Name of California Agent of Surety
3390 University Avenue, Suite 200
Riverside, CA 92501

Address of California Agent of Surety

(951)788-8581

Telephone Number of California Agent of Surety

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Julia Bo Bales; Kenneth A Coate

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

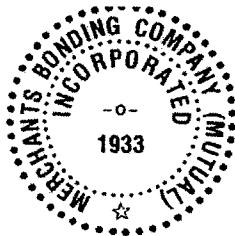
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

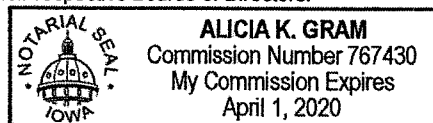


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

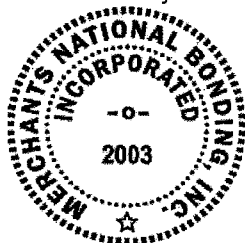


Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this ~~5th~~ **DEC 27 2017** day of



William Warner Jr.
Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED

Certificate of Authority

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

MERCHANTS BONDING COMPANY (MUTUAL)

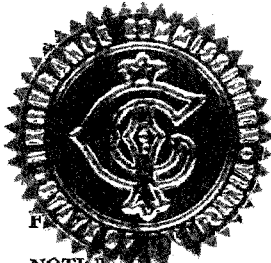
of DES MOINES , IOWA , organized under the laws of IOWA , subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

SURETY, LIABILITY AND MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, effective as of the 7th day of May, 1985, I have hereunto set my hand and caused my official seal to be affixed this 7th day of May, 1985.



By

BRUCE BENNER
Insurance Commissioner
VICTORIA S. SIDBURY
Deputy

NOTICE:

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

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 Riverside)

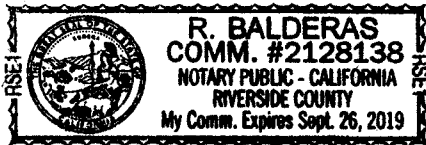
On DEC 27 2017 before me, R. Balderas, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Julia B. Bales
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 R. Balderas
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: Julia B. Bales

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

Signer Is Representing: _____

Signer's Name: no other signers

- 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

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State of California)

County of San Bernardino)

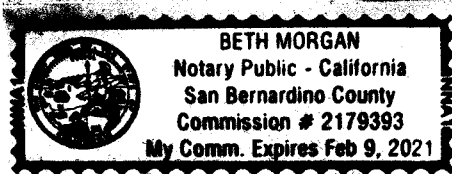
On January 3, 2018 before me, Beth Morgan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Mike Fischer
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 Beth Morgan
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: _____



ISSUED IN FOUR ORIGINAL COUNTERPARTS
COUNTERPART NO. 1 OF 4

BOND NO. CAC715135
PREMIUM: INCLUDED IN THE PREMIUM
CHARGED FOR THE PERFORMANCE BOND

ORIGINAL

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

THE PREMIUM IS PREDICATED ON
THE FINAL CONTRACT PRICE AND
IS SUBJECT TO ADJUSTMENT.

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

County of Riverside - Nuview Library Replacement Project (Project Name)

("Contract") which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and Merchants Bonding Company (Mutual), ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Eighty Nine Thousand Five Hundred and 00/100's Dollars (\$ 89,500.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

COUNTY OF RIVERSIDE
Nuview Library Replacement Project

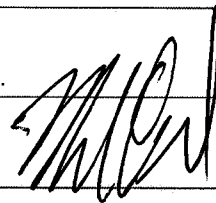
AGREEMENT
DOCUMENT 00 52 13-8

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

IN WITNESS WHEREOF, ^{four (4)} ~~two (2)~~ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 27th day of December, 2017.

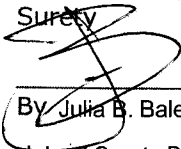
(Affix Corporate Seal)

Fischer, Inc.
Principal



By

Merchants Bonding Company (Mutual)
Surety



By Julia B. Bales, Attorney in Fact
Inland Surety Bonds & Insurance Services

Name of California Agent of Surety
3390 University Avenue, Suite 300
Riverside, CA 92501

Address of California Agent of Surety

(951)788-8581

Telephone Number of California Agent of Surety

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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Julia Bo Bales; Kenneth A Coate

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

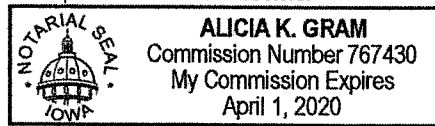


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 5th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

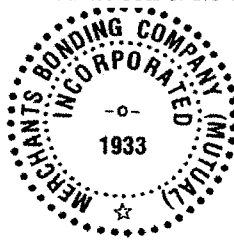


Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this DEC 27 2017



William Warner Jr.
Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED

Certificate of Authority

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

MERCHANTS BONDING COMPANY (MUTUAL)

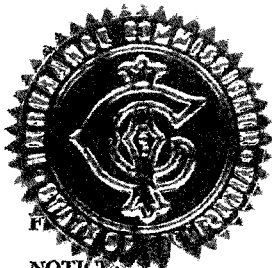
of DES MOINES , IOWA , organized under the
laws of IOWA , subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance:

SURETY, LIABILITY AND MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, effective as of the 7th day
of May , 1985 , I have hereunto set
my hand and caused my official seal to be affixed this 7th
day of May , 1985 .



By

BRUCE BANNER
Insurance Commissioner
[Signature]
VICTORIA S. SIDBURY
Secretary

NOTICE:

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

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 Riverside)

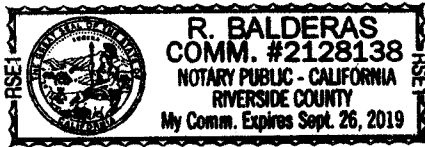
On DEC 27 2017 before me, R. Balderas, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Julia B. Bales
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 R. Balderas
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: Julia B. Bales

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

Signer Is Representing: _____

Signer's Name: no other signers

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

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Bernardino)

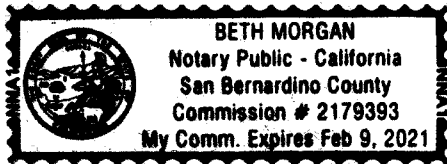
On January 3, 2018 before me, Beth Morgan, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Mike Fischer
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 Beth Morgan
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): _____

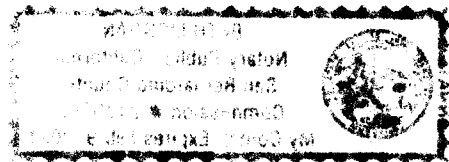
Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: **FM08190007119** between the County of Riverside ("County") and **Fischer, Inc.** ("Bidder") ("Project").

Labor Code section 3700, in relevant part, provides:

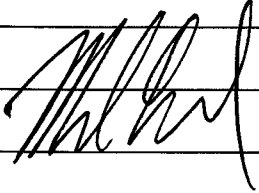
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: 1/3/2018

Proper Name of Bidder: Fischer, Inc.

Signature: 

Print Name: Mike Fischer

Title: President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above Certificate must be signed and filed with the awarding body prior to performing any Work under this Project.)

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: **FM08190007119** between County of Riverside ("County") and **Fischer, Inc.** ("Bidder") ("Project").

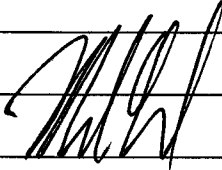
I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

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

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

Date: 1/3/2018

Proper Name of Bidder: Fischer, Inc.

Signature: 

Print Name: Mike Fischer

Title: President

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **FM08190007119** between the County of Riverside ("County") and **Fischer, Inc.** ("Bidder") ("Project").

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

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

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

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

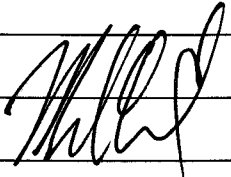
I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that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

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

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

Date: 1/3/18

Proper Name of Bidder: Fischer, Inc.

Signature: 

Print Name: Mike Fischer

Title: President

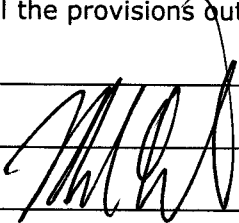
HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **FM08190007119** ("Project") between County of Riverside ("County") and **Fischer, Inc.** ("Contractor").

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

Date: 1/3/18

Proper Name of Contractor: Fischer, Inc,

Signature: 

Print Name: Mike Fischer

Title: President

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **FM08190007119** ("Project") between County of Riverside ("County") and **Fischer, Inc.** ("Contractor").

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

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

Name of firm ("Firm"): N/A

Mailing address: _____

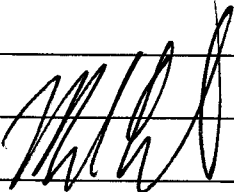
Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

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

Date: 1/3/18

Proper Name of Firm: Fischer, Inc.

Signature: 

Print Name: Mike Fischer

Title: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2018

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 CA LIC 0B29370 Edgewood Partners Insurance Centers (EPIC) [Inland Empire - Branch ID 14542] P.O. Box 5003 San Ramon, CA 94583	1-925-244-7700	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 925-244-7700 E-MAIL ADDRESS: EPICcerts@epicbrokers.com	FAX (A/C, No): 925-901-0671
INSURED Fischer Inc. 1372 West 26th Street San Bernardino, CA 92405		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: MT HAWLEY INS CO	37974
		INSURER B: AMERICAN FIRE & CAS CO	24066
		INSURER C: GREAT AMER INS CO	16691
		INSURER D: STATE COMPENSATION INS FUND	35076
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 51846763 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 INSD	SUBR 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"/> PROJECT <input type="checkbox"/> LOC OTHER:			MGL0185866	02/01/17	02/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAA(18)56980142	02/01/17	02/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			SBE179065300	02/01/17	02/01/18	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			91080622017	08/03/17	08/03/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ Included E.L. DISEASE - POLICY LIMIT \$ Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Nuview Library Replacement /
 ADDITIONAL INSURED: County, its trustees, employees and agents, the State of California, Program Manager(s), Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s)

CERTIFICATE HOLDER

County of Riverside

 3403 10th Street Suite 400

 Riverside, CA 92501

USA

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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ACORD 25 (2014/01)
 SRapley-ie
 51846763

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will

not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location and Description of Completed Operations
All persons or organizations where required by written contract.	All locations and all projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All Projects

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

The following exclusion is added to paragraph 2., Exclusions of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)**:

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All Projects

General Aggregate Capped At: \$10,000,000

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

All persons or organizations where required by written contract.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

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

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

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

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

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

2. EMPLOYEES AS INSUREDS

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

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

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

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

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

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

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

4. SUPPLEMENTARY PAYMENTS

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

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

5. AMENDED FELLOW EMPLOYEE EXCLUSION

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

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

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

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

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

- a. You hire, rent or borrow; or

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

subject to the following limit and deductible:

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

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

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

7. TOWING AND LABOR

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

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

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

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

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

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

9. RENTAL REIMBURSEMENT

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

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

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

10. EXTRA EXPENSE - BROADENED COVERAGE

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

11. PERSONAL EFFECTS COVERAGE

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

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

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

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

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

12. ACCIDENTAL AIRBAG DEPLOYMENT

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

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

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

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

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

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

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

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

14. LOAN / LEASE GAP COVERAGE

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

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

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

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

B. ADDITIONAL CONDITIONS

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

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

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

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

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

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

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

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

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

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

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

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

17. TWO OR MORE DEDUCTIBLES

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

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

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

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

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

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

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

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

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

To the extent possible, notice to us should include:

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

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

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

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

21. HIRED AUTO COVERAGE TERRITORY

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

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

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

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

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

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

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

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

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

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Monday, January 15, 2018. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C2586527 FISCHER INC.

Registration Date:	11/15/2004
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	MIKE G FISCHER 1372 W. 26TH STREET SAN BERNARDINO CA 92405
Entity Address:	1372 W. 26TH STREET SAN BERNARDINO CA 92405
Entity Mailing Address:	1372 W. 26TH STREET SAN BERNARDINO CA 92405

A Statement of Information is due EVERY year beginning five months before and through the end of November.

Document Type	↑↓ File Date	↓↑ PDF
SI-NO CHANGE	12/19/2017	
SI-COMPLETE	03/13/2017	
REGISTRATION	11/15/2004	

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

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