

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 12/22/2017

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

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

PRO	DUCER	CONT	CT				
AU Insurance Services		NAME:					
10825 Old Mill Rd			PHONE (A/C, No, Ext): (877) 234-4420 (A/C, No): (877) 234-4421				
1	Omaha, NE 68154	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #					
	(077) 2244420						
(877)234-4420				SURER(S) AFFO	RDING COVERAGE	NAIC#	
INS	INSURED		ERA: Calif	38865			
		INSUR	ER B:				
	Commercial Roofing Systems, Inc. 11735 Goldring Rd	INSUR	ER C:				
	Arcadia, CA 91006-5894	INSUR	ER D:				
	40 44444	INSUR	ER E:				
	CTL 1273 1410180	INSURER F:					
	VERAGES CERTIFICATE NUMBER:				VISION NUMBER:		
E IV	HIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA DICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD KCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY H	OF AN	Y CONTRAC THE POLICIE EEN REDUC	T OR OTHER ES DESCRIBI ED BY PAID (	DOCUMENT WITH RESPE ED HEREIN IS SUBJECT T	CT TO WHICH THIS 1	
INSR LTR	ADDUSUBR TYPE OF INSURANCE INSR   WVD POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs .	
	GENERAL LIABILITY				EACH OCCURRENCE	\$	
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	CLAIMS MADE OCCUR				MED EXP (any one person)	\$	
					PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:				CLIVE GREAT GREAT IN CO.	\$	
	POLICY PRO-					\$ \$	
,	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	·	
	ANY AUTO				(La double)	\$	
	ALL OWNED AUTOS					\$	
	SCHEDULED AUTOS				PROPERTY DAMAGE	\$	
	HIRED AUTOS				(Per accident)	\$	
	NON-OWNED AUTOS					\$	
	UMBRELLA LIAB OCCUR					\$	
	EXCESS LIAB CLAIMS MADE					\$	
	DEDUCTIBLE					\$	
	RETENTION \$					\$ \$	
-	WORKERS COMPENSATION				WC STATU- OTH-	Φ	
_	AND EMPLOYERS' LIABILITY  ANY PROPRIETION PARTINER VEXECUTIVE Y N/A 73-848011-01-		04 /04 /0045	01 (01 (0010		\$ 1,000,000	
A	OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	06	01/01/201/	01/01/2018	E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under SPECIAL PROVISIONS below					\$ 1,000,000	
					ENTERPORT - COLIOT LIMIT	, -, -, -, -, -, -, -, -, -, -, -, -,	
R	CCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional Remarks Sci B: COUNTY OF RIVERSIDE - NUVIEW LIBRARY, 29990 LAKEVIEW AVE., NUI ILDEN-COIL CONSTRUCTORS for whom the named insured has agreed by	BVO CX	92567 The	blanket wa:	iver applies to all ope this waiver.	rations for	
CEI	RTIFICATE HOLDER	CANO	ELLATION				
	·						
TILDEN-COIL CONSTRUCTORS 3612 MISSION INN AVE. RIVERSIDE, CA 92501		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 0 D7 8 3 3 6					
AC	ORD 25 (2009/09)		(C)1	988-2009 AC	CORD CORPORATION.		

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1.()	Specific Waiver
	Name of person or organization:

- (x) Blanket Waiver
  Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations:
- 3. Premium 2500

The premium charge for this endorsement shall be of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Minimum Premium
- 5. Advance Premium

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

Endorsement Effective 01/01/17

Policy No. 73-848011-01-06

Endorsement No. 8

Insured Commercial Roofing Systems, Inc.

Premium \$ 2,500.00

Insurance Company California Insurance Company

Countersigned by

## 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 <u>Processing Times</u> 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.

## C1648201 COMMERCIAL ROOFING SYSTEMS, INC.

Registration Date:

Jurisdiction:

**Entity Address:** 

**Entity Mailing Address:** 

Entity Type:

Status:

**Agent for Service of Process:** 

08/23/1989

CALIFORNIA

DOMESTIC STOCK

**ACTIVE** 

GLENN PETER HILLER

11735 GOLDRING RD.

ARCADIA CA 91006

11735 GOLDRING RD. ARCADIA CA 91006

11735 GOLDRING RD.

ARCADIA CA 91006

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

Document Type	↑ File Date ↓	PDF
SI-NO CHANGE	08/04/2017	
SI-COMPLETE	08/16/2013	
REGISTRATION	08/23/1989	Image unavailable. Please request paper copy.

<sup>\*</sup> 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 <u>section 2114</u> 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 <u>Information</u> <u>Requests</u>.
- For help with searching an entity name, refer to <u>Search Tips</u>.
- For descriptions of the various fields and status types, refer to Frequently Asked Questions.

**Modify Search** 

**New Search** 

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# Contractor's License Detail for License # 591222

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**

COMMERCIAL ROOFING SYSTEMS INC 11735 GOLDRING ROAD ARCADIA, CA 91006 Business Phone Number:(626) 359-5354

> Entity Corporation Issue Date 03/27/1990 Expire Date 03/31/2018

> > **License Status**

This license is current and active.

All information below should be reviewed.

## **Classifications**

C39 - ROOFING

C43 - SHEET METAL

## **Bonding Information**

**Contractor's Bond** 

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.

Bond Number: 5133603 Bond Amount: \$15,000 Effective Date: 01/01/2016 Contractor's Bond History

## **Bond of Qualifying Individual**

The qualifying individual GLENN PETER HILLER 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: 06/20/2008

BQI's Bond History

## **Workers' Compensation**

This license has workers compensation insurance with the CALIFORNIA INSURANCE COMPANY

Policy Number:7384801101 Effective Date: 01/01/2013 Expire Date: 01/01/2018 Workers' Compensation History

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SURETEC INSURANCE COMPANY 1330 POST OAK BLVD., SUITE 1100

HOUSTON, TX 77056

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

Vivian Imperial

818 WEST SEVENTH STREET

SUITE 930

LOS ANGELES CA 90017

**Reference Information** 

NAIC #:	10916
California Company ID #:	4914-8
Date Authorized in California:	10/24/2005
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	TEXAS

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**NAIC Group List** 

NAIC Group #:

0785

MARKEL CORP 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.

SURETY

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**COMPANY PROFILE** 

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

Company Complaint
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Company Performance & Comparison Data	Company Name	State of Domicile	NAIC Number	NAIC Group Number	CA ID Number
Company Enforcement Action	TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.	NY	12904	3098	1515-6
Composite Complaints Studies	TOKIO MARINE & NICHIDO FIRE INSURANCE CO.,	NY	12904	3098	1515-6
Additional Info	LTD. (U.S. BRANCH)				
Find A Company Representative In	TOKIO MARINE AMERICA INSURANCE COMPANY	NY	10945	3098	5830-5
Your Area	TOKIO MARINE AND FIRE INSURANCE COMPANY,	NY	12904	3098	1515-6
View Financial Disclaimer	LIMITED (THE)				
	TOKIO MILLENNIUM RE AG	NY			5964-2
	TOKIO MILLENNIUM RE AG (US BRANCH)	NY			6022-8

<sup>© 2008</sup> California Department of Insurance

Rockingham Insurance Company (Virginia)	2/27/2017
Savers Property and Casualty Insurance Company (Missouri)	06/30/1995
Scottsdale Insurance Company (Ohio)	06/30/1995
Seneca Specialty Insurance Company (Delaware) (Domicile changed from Arizona to Delaware, effective 11/25/2014)	02/02/2004
Shelter Reinsurance Company (Missouri)	10/18/2007
Sirius International Insurance Corporation (Sweden)	02/08/1999
St. Paul Surplus Lines Insurance Company (Delaware)	07/06/1995
Starr Surplus Lines Insurance Company (Illinois)	11/16/2010
StarStone Specialty Insurance Company (Delaware)(Name changed from Torus Specialty Insurance Company effective 09/21/2015. Name changed from Praetorian Specialty Insurance Company effective 03/02/2009. Name changed from Alea North America Specialty Insurance Company effective 10/02/2006.)	12/22/2004
Steadfast Insurance Company (Delaware)	07/18/1995
Swiss Re International SE (Luxembourg) (Name changed from SR International Business Insurance Company Limited (UK) effective 1/01/2008) (Domicile changed from UK to Luxembourg effective 01/01/2008)	10/27/1995
T.H.E. Insurance Company (Louisiana)	09/22/1995
Tokio Marine Kiln Insurance Limited (U.K.) (Name changed from Tokio Marine Europe Insurance Limited effective 10/14/2014)	10/19/2009
Tokio Marine Specialty Insurance Company (Delaware) (Name changed from Philadelphia Insurance Company effective 11/01/2012) (Domicile changed from Pennsylvania to Delaware effective 11/01/2012)	02/14/1997
Travelers Excess and Surplus Lines Company (Connecticut) (Name changed from Aetna Excess & Surplus Lines Company, effective 7/1/97)	06/06/1997
TT Club Mutual Insurance Limited (U.K.)	02/20/2008
Tudor Insurance Company (New Hampshire)	07/18/1995
United National Insurance Company (Pennsylvania)	07/28/1995
United Specialty Insurance Company (Delaware)	05/07/2008
Voyager Indemnity Insurance Company (Georgia)	12/22/1995
Westchester Surplus Lines Insurance Company (Georgia)	06/30/1995
Western Heritage Insurance Company (Arizona)	09/01/1995
Western World Insurance Company (New Hampshire)	06/30/1995
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# DEPARTMENT OF INSURANCE

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**MAPFRE INSURANCE COMPANY** 

211 MAIN STREET WEBSTER, MA 01570 877-627-3731

**Effective Date** 

07/18/2000

06/25/1993

03/30/2009

07/28/1991

**Old Company Names** 

CHATHAM REINSURANCE CORPORATION

**ENGLISH & AMERICAN INSURANCE CORPORATION** MAPFRE REINSURANCE CORPORATION

NEW ZEALAND REINSURANCE COMPANY OF AMERICA (THE)

**Agent For Service** 

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

#### Reference Information

NAIC #:	23876
California Company ID #:	3039-5
Date Authorized in California:	03/06/1986
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

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## **NAIC Group List**

NAIC Group #:

MAPFRE INS 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.

0411

AIRCRAFT

**AUTOMOBILE** 

**BOILER AND MACHINERY** 

**BURGLARY** 

COMMON CARRIER LIABILITY

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FIRE

LIABILITY

MARINE

**MISCELLANEOUS** 

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**INLAND MARINE UNDERWRITERS ASSOCIATION** 

**111 BROADWAY** NEW YORK, NY 10006-1901

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

If you are unable to locate the agent for service of process, please call the CA Department of Insurance

at (916) 492-3657.

#### **Reference Information**

NAIC #:	
California Company ID #:	3295-3
Date Authorized in California:	07/19/1948
License Status:	UNLIMITED-NORMAL
Company Type:	ADVISORY ORGANIZATION
State of Domicile:	NEW YORK

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**NAIC Group List** 

NAIC Group #:

**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.

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**OHIO CASUALTY INSURANCE COMPANY (THE)** 

175 BERKELEY STREET BOSTON, MA 02116

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

KARISSA LOWRY

2710 GATEWAY OAKS DRIVE

SUITE 150N

SACRAMENTO CA 95833

Reference Information

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

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**NAIC Group List** 

NAIC Group #:

0111 LIBERT

LIBERTY MUT GRP

**Lines Of Business** 

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

**AUTOMOBILE** 

**BOILER AND MACHINERY** 

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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

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PROJECT: <u>County of Riverside - Nuview Library Replacement Project</u>

BID NO.: FM08190007119

**DOLLAR VALUE: \$58,600.00** 

LIQUIDATED DAMAGES: \$2,500.00

**CONTRACTOR: Streamline Painting, 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 **Streamline Painting, 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.
- **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 <u>C-33</u> 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.
- Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and by the County.
- 15. Contract Price: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the County covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

## Fifty-Eight Thousand, Six Hundred Dollars

### (\$58,600.00),

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 "CONTRACTOR" **COUNTY OF RIVERSIDE** Streamline Painting, Inc. Date: JOHN TAVAGLIONE, Chairman **Board of Supervisors** Chuck Washington John Scheurer (type nar ice President Title: 12/20/2017 Date: The following information must be provided concerning the Contractor: State whether Contractor is corporation, individual, partnership, joint venture or other: Corporation ATTEST: If "other", enter legal form of business: KECIA HARPER-IHEM Clerk of the Board Enter address: 9726 Sunnybrook Dr. Moreno Valley, California 92557-1811 Deputy (SEAL) (951) 581-2242 Telephone: 951-780-6350 Facsimile: Email: john@streamlinepaintinc.com **Employer State** Tax ID #: 33-0971089 799584 State Contractor License # APPROVED AS TO FORM: 1000001540 DIR Registration #: **GREGORY P. PRIAMOS** If Contractor is not an individual or corporation, list **County Counsel** names of 4 representatives who have authority to contractually bind Contractor:

Synthia M. Gunzel

**Chief Deputy County Counsel** 

Stephen Lowrance

California

Tracy Hurst

If Contractor is a corporation, state:

Name of President:

Name of Secretary:

State of Incorporation:

Bond No.:2259797 (One of Four Originals)

# PERFORMANCE BOND (100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

## **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 North American Specialty 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 Fifty Eight Thousand Six Hundred and 00/100 DOLLARS (\$ 58,600.00 ), 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.

By Randy Spohn, Atterney In-Fact

R S Bonding & Insurar ce Agency, Inc.

Name of California Agent of Surety

1633 E. Fourth Street, Suite 228, Santa Ana, CA 92701 Address of California Agent of Surety

Address of Camornia Agent of Surety

(714) 541-4700

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.

## NAS SURETY GROUP

# NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

## **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing unclaws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City	
Schaumburg, Illinois, each does hereby make, constitute and appoint:  RANDY SPOHN	
and MATTHEW R. DOBYNS	
JOINTLY OR SEVERALLY	
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:  FIFTY MILLION (\$50,000,000.00) DOLLARS	by
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and hel on the 9 <sup>th</sup> of May, 2012:	d
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney nain the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is	ider med
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to a certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."	ıny
SEAL 1873  Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company  Michael A. Ito, Senior Vice President of North American Specialty Insurance Company & Senior Vice President of North American Specialty Insurance Company	
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused the official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10th day of May , 2016	
North American Specialty Insurance Company	
Washington International Insurance Company	
State of Illinois County of Cook ss:	
On this 10th day of May, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.	
OFFICIAL SEAL M KENNY NOTARY PUBLIC, STATE OF ILLINOIS M. Kenny, Notary Public MY COMMISSION EXPIRES 12/04/2017	
I, <u>Jeffrey Goldberg</u> , the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.	rth
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of December , 20 17 .	

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

#### 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,

## North American Specialty Insurance Company

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

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Boller and Machinery, Burglary, Sprinkler, Automobile, and Aircraft
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 23rd day of December, 1996, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of December, 1996.

Fee \$92.00

Filed 10/8/96

Chuck Quackenbush

Rec. No.

Ву

Victoria S. Sidbury

## Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 14th day of August, 2007.

Steve Poizner surence Commissioner

Paulice & Andre

Pauline D'Andrea

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

· –	officer completing this certificate verifies only the identity of the cument to which this certificate is attached, and not the truthfulness, document.
State of <u>CALIFORNIA</u>	
County of ORANGE	
December 21 <sup>st</sup> , 2017	before me <u>, ASHLEY MARIE SPOHN, NOTARY PUBLIC</u> ,
personally appeared RAN	DY SPOHN
ASHLEY MARIE SPOHN COMM. # 2188665 NOTARY PUBLIC CALIFORNIA ORANGE COUNTY My comm. expires Mar. 27, 2021	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 of Notary
Though the data below is not requi could prevent fraudulent reattachn	ired by law, it may prove valuable to persons relying on the document and nent of this form.
CAPACITY CLAIMED BY SIG	NER DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER ——	
<ul> <li>□ PARTNER(S)</li> <li>□ ATTORNEY-IN-FACT</li> <li>□ TRUSTEE(S)</li> <li>□ GUARDIAN/CONSERVATOR</li> <li>□ OTHER:</li> </ul>	MITED
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(I	ES)

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.

## **ACKNOWLEDGMENT**

CONTRACTOR
State of California
County of Riverside On 1-3-18 before me, U.Terrazas, Notary Public, personally appeared  John D. Scheuver
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) a/e subscribed to the within instrument and acknowledged to me that he/spe/they executed the same in his/her/their authorized capacity(jes), 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.
Signature  OPTIONAL  J. TERRAZAS COMM. #2142894 Notary Public · California Riverside County My Comm. Expires Feb. 16, 2020 (Seal)
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.
Further Description of Any Attached Document
Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Bond No.: 2259797 (One of Four Originals)

# 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 \_\_\_\_\_\_\_ Streamline Painting, 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 North American Specialty 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 Fifty Eight Thousand Six Hundred and 00/100 Dollars (\$ 58,600.00 ), 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  $\underline{\phantom{a}}$  21st  $\underline{\phantom{a}}$  day of  $\underline{\phantom{a}}$  December  $\underline{\phantom{a}}$ , 20 17 .

(Affix Corporate Seal)

Streamline Painting, Inc.

Principa

By LIUHA ScHPANKAR

North American Specialty Insurance Company

Surety

By Randy Spohn, Attorney on-Fact

R S Bonding & Insurance Agency, Inc.

Name of California Agent of Surety

1633 E. Fourth Street, Suite 228, Santa Ana, CA 92701 Address of California Agent of Surety

(714) 541-4700

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.

## NAS SURETY GROUP

## NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY
KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:
RANDY SPOHN
and MATTHEW R. DOBYNS
JOINTLY OR SEVERALLY
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the
amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9 <sup>th</sup> of May, 2012:
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."
SEAL By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company  Michael A. Ito, Senior Vice President of North American Specialty Insurance Company & Senior Vice President of North American Specialty Insurance Company
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10th day of May , 2016.
North American Specialty Insurance Company Washington International Insurance Company
State of Illinois County of Cook ss:
On this 10th day of May, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.
OFFICIAL SEAL M KENNY

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12/04/2017

M. Kenny, Notary Public

I, <u>Jeffrey Goldberg</u>, the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of December , 20 17.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

## STATE OF CALIFORNIA

## **DEPARTMENT OF INSURANCE**

SAN FRANCISCO

#### Amended

## **Certificate of Authority**

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

## North American Specialty Insurance Company

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

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Boller and Machinery, Burglary, Sprinkler, Automobile, and Aircraft
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 23rd day of December, 1996, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of December, 1996.

Fee \$92.00

Chuck Quackenbush

Rec. No.

Filed 10/8/96

Ву

Victoria S. Sidbury

#### Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 14th day of August, 2007.

Steve Poizner

By Pauline d'Andre

Pauline D'Andrea

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other individual who signed the do accuracy, or validity of that	cument to w			
State of <u>CALIFORNIA</u>	<del></del>			
County of ORANGE				
December 21 <sup>st</sup> , 2017 <b>On</b>	hefore m	ASHI EV MA	RIE SPOHN, NOTA	ARY PIIRI TO
	IDY SPOHN			
ASHLEY MARIE SPOHN COMM. # 2188665 NOTARY PUBLIC CALIFORNIA ORANGE COUNTY My comm. expires Mar. 27, 2021	whose namacknowledge authorized cinstrument acted, exect I certify und California the	e <del>(s)</del> is/ <del>are</del> subsci ged to me that he capacity <del>(ies)</del> , an the person <del>(s)</del> , o tuted the instrume der PENALTY OF	ibed to the within in she/they executed that by his/her/the the entity upon beent.  PERJURY under the paragraph is true a sificial seal.	the same in his/her/their eir signature <del>(s)</del> on the ehalf of which the person <del>(s)</del> laws of the State of
Though the data below is not requ could prevent fraudulent reattach			able to persons rel	ying on the document and
CAPACITY CLAIMED BY SIG	SNER	DESCRIPTION	N OF ATTACHED DO	CUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER ———		,		
☐ PARTNER(S) ☐ LI ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER:  SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(	MITED			
	,			

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.

## **ACKNOWLEDGMENT**

State of California
County of Riverside On 1-3-18 before me, J-Terrazus, Notary Public, personally appeared Scheurer
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) sare subscribed to the within instrument and acknowledged to me that he person(s) on the instrument 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.
Signature  J. TERRAZAS  COMM. #2142894  Notary Public · California Riverside County  My Comm. Expires Feb. 16, 2020  (Seal)
OPTIONAL
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.
Further Description of Any Attached Document
Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

## **WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: **FM08190007119** between the County of Riverside ("County") and **Streamline Painting** ("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:	12/20/2017
Proper Name of Bidder:	Streamline Painting, Inc.
Signature:	Johnston
Print Name:	ohn Scheurer
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 **Streamline Painting** ("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:	12/20/2017
Proper Name of Bidder:	Streamline Painting, Inc.
Signature:	Johnsto
Print Name:	ohn Scheurer
Title:	Vice President

## **DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: **FM08190007119** between the County of Riverside ("County") and **Streamline Painting** ("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:	12/20/2017
Proper Name of Bidder:	Streamline Painting, Inc.
Signature:	Jelensel
Print Name:	John Scheurer
Title:	Vice President

## **HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: **FM08190007119** ("Project") between County of Riverside ("County") and **Streamline Painting** ("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:	12/20/2017
Proper Name of Contractor:/	Streamline Painting, Inc.
Signature:	- dulin
Print Name:	John Scheurer
Title:	Vice President
nue.	

## **IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: **FM08190007119** ("Project") between County of Riverside ("County") and **Streamline Painting** ("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:	<ul><li>□ Delivery Firm/Transporter</li><li>□ Wholesaler</li><li>□ Distributor</li></ul>	□ Supplier □ Broker □ Other	□ Manufacturer □ Retailer N/A
Type of Entity	<ul><li>□ Corporation</li><li>□ Limited Partnership</li><li>□ Sole Proprietorship</li></ul>	<ul><li>□ General Partne</li><li>□ Limited Liability</li><li>□ Other</li></ul>	/ Company
Name of firm ("Fir	m"):N/A		
Mailing address:	N/A		
	ch office used for this Project: _	N/A	
	e and address of parent compar	N1 / A	
Safety Code and ti I further certify or delivered, and/or s Project Site are fre	pelow, I hereby certify that I a he sections referenced therein r n behalf of the Firm that all soi supplied or that will be provided, se of any and all hazardous mat I further certify that I am auth	egarding the definit ls, aggregates, or r delivered, and/or s erial as defined in s	tion of hazardous material related materials provided supplied by this Firm to the ection 25260 of the Health
Date:	12/20/2017		<del> </del>
Proper Name of Fi	rm: Streamline Paintin	g//inc.	;;i.e.e.a
Signature:	telent		
Print Name:	John Scheurer		
Title:	/Vice President		



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy/ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

PRODUCER		****		CONTAC NAME:	T Bran	don Gehring		
	ProSource Insurance Service	as, Inc.		PHONE (A/C, No.	(619)	469-9600	FAX(61	9)469-6600
	4625 Acacia Avenue			E-MAIL	coni	ce@prosourc		3/100
	La Mesa		CA 91941-	ADDRES	<b>4</b>	·		
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NSURED			\$\$ ***********************************	INSURER	<u> </u>	Assurance C		
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	Streamline Painting Inc.			INSURER	c:StarSton	e National In	s. Co.	
	9726 Sunnybrook Drive			INSURER	<b>0</b> :	·····		
	Moreno Valley		CA 92557-	INSURER	E:	obran andirodesanomic		
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Xc	COMMERCIAL GENERAL LIABILITY	-		1			DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000
	CLAIMS-MADE X OCCUR			9			MED EXP (Any one person) \$	EXCLUDED
- -	***************************************						PERSONAL & ADV INJURY \$	1,000,000
		- Annual Control					GENERAL AGGREGATE \$	2,000,000
GENIL	AGGREGATE LIMIT APPLIES PER:			i			PRODUCTS - COMP/OP AGG S	2,000,000
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	Tilden-Coil Constructors Attn: Marissa Garcia 3612 Mission Inn Ave.			THE	XPIRATIO	N DATE THE	ESCRIBED POLICIES BE CANC EREOF, NOTICE WILL BE D Y PROVISIONS.	
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	Riverside		CA 92501-	I ALL THORIZ	ED REPRESEN	ITATIVE		

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured 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. Such person or organization is an additional insured 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
  - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - Supervisory, inspection, architectural or engineering activities.
- "Bodily injury" or "property damage" occurring after:
  - a. 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
  - b. 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.

# 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 Completed Operations
As required by written contract executed prior to the date of occurrence but only to the extent permitted by law and the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provided for such additional insured.	
Information required to complete this Schedule, if not she	own 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".

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

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

#### Name of Person or Organization:

To any person or organization provided you entered into the contract with that person or organization prior to any claim or loss to which this insurance applies.

(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 (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) 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 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.

## PRIMARY AND NONCONTRIBUTORY WORDING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

With respect to coverage provided to an additional insured via attachment of an Additional Insured endorsement to this policy, such coverage is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

VCAS2035 11 10 Page 1 of 1

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: Streamline Painting Inc

**Endorsement Effective:** 

#### **SCHEDULE**

#### Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of

Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Streamline Painting Inc

**Endorsement Effective Date:** 

#### **SCHEDULE**

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

ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS.

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

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

### CERTIFICATE OF LIABILITY INSURANCE

STREA-1 OP ID: J1

DATE (MM/DD/YYYY) 12/20/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s) PRODUCER CONTACT Adriana Hernandez Sierra Oak Insurance Services PHONE (A/C. No. Ext): 916-364-7380 FAX: No): 916-364-7381 Lic# 0C97528 9700 Business Park Dr. Ste 105 Sacramento, CA 95827 E-MAIL ADDRESS: certs@einsurancespecialist.com Daniel E. Brock INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Insurance Company of the West 27847 Streamline Painting Inc INSURED INSURER B : 9726 Sunnybrook Drive INSURER C Moreno Valley, CA 92557 INSURER D : INSURER E : INSURER F : COVERAGES CERTIFICATE NUMBER: 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 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES DESCRIBED HOUSE TO THE POLICIES DESCRIBED HOUSE TO THE POLICIES 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. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE LIMITS POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR \$ \$ MED EXP (Any one person) PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE ŝ PRO. POLICY PRODUCTS - COMP/OP AGG OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO \$ ALL OWNED SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) • HIRED AUTOS \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE ŝ EXCESS LIAR CLAIMS-MADE AGGREGATE RETENTION \$ DED ORKERS COMPENSATION X STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) WSA 5029693 02 04/01/2018 1,000,000 04/01/2017 E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE . If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Job: County of Riverside - Nuview Library Replacement, Waiver of subrogation applies to work comp. CERTIFICATE HOLDER CANCELLATION **TILDECO** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **Tilde-Coil Constructors** 3612 Mission Inn Avenue AUTHORIZED REPRESENTATIVE Riverside, CA 92501

(Ed. 8-00)

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

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

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

Schedule

Person or Organization
ANY PERSON OR
ORGANIZATION WHEN
REQUIRED BY WRITTEN
CONTRACT

Job Description
ALL CALIFORNIA
OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2017 Policy No. WSA 5029693 02

Endorsement No.

Insured STREAMLINE PAINTING INC

Premium \$ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By

WC 99 06 34 (Ed. 8-00) 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 <u>Processing Times</u> 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.

### C2335139 STREAMLINE PAINTING, INC.

Registration Date:

Jurisdiction:

Entity Type:

**Entity Address:** 

**Entity Mailing Address:** 

Status:

Agent for Service of Process:

02/22/2001

CALIFORNIA

DOMESTIC STOCK

**ACTIVE** 

MARK LOBB

1650 SPRUCE ST STE 410

**RIVERSIDE CA 92507** 

9726 SUNNYBROOK DR

MORENO VALLEY CA 92557

9726 SUNNYBROOK DR

**MORENO VALLEY CA 92557** 

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

Document Type \$1	File Date JF PDF
SI-NO CHANGE	12/29/2017
SI-COMPLETE	04/21/2015
AMENDMENT	04/14/2011
AMENDMENT	09/17/2004
REGISTRATION	02/22/2001

<sup>\*</sup> 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 <u>section 2114</u> for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to <u>Name Availability</u>.
- · 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 <u>Information</u> <u>Requests</u>.
- · For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to <u>Frequently Asked Questions</u>.

**Modify Search** 

**New Search** 

**Back to Search Results** 

## Contractor's License Detail for License # 799584

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**

STREAMLINE PAINTING INC 9726 SUNNYBROOK DRIVE MORENO VALLEY, CA 92557 Business Phone Number: (951) 662-9329

Entity Corporation 09/24/2001 Expire Date 09/30/2019

License Status

This license is current and active.

All information below should be reviewed.

#### Classifications

C33 - PAINTING AND DECORATING

#### **Bonding Information**

**Contractor's Bond** 

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100236527 Bond Amount: \$15,000 Effective Date: 01/01/2016 Cancellation Date: 02/02/2018 Contractor's Bond History

#### **Bond of Qualifying Individual**

The qualifying individual STEPHEN SCOTT LOWRANCE 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: 09/24/2001

#### **Workers' Compensation**

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST

Policy Number:WSA5029693 Effective Date: 04/01/2015 Expire Date: 04/01/2018 Workers' Compensation History

#### Other

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

#### CALIFORNIA DEPARTMENT OF INSURANCE

Company Profile

Company Search

Company Search

Company Search Results

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers'
Compensation
Complaint and
Request for
Action/Appeals

Contact Information Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer COMPANY PROFILE

**Company Information** 

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

650 ELM STREET, 6TH FLOOR MANCHESTER, NH 03101-2524

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

Vivian Imperial

818 WEST SEVENTH STREET

SUITE 930

LOS ANGELES CA

CA 90017

**Reference Information** 

NAIC #:	29874
California Company ID #:	3208-6
Date Authorized in California:	06/30/1989
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

back to top

NAIC Group List

NAIC Group #:

0181

SWISS RE 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

DISABILITY

FIRE

LIABILITY

MARINE

PLATE GLASS

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## List of Approved Surplus Line Insurers (LASLI)

Please use the "Find" option in the "Edit" menu of your browser to search for a particular company.

List is current as of: November 27, 2017

### A|B-D|E-G|H-L|M-P|Q-Z

## Α

Insurer	Date Approved	
Acceptance Casualty Insurance Company (Nebraska)	10/23/2007	
Admiral Insurance Company (Delaware)	06/30/1995	
Adriatic Insurance Company (North Dakota)	06/30/1995	
AIG Specialty Insurance Company (Illinois) (Name changed from Chartis Specialty Insurance Company effective 10/01/2013)	06/30/1995	
AIX Specialty Insurance Company (Delaware)	06/05/2009	
Allianz Global Corporate & Specialty SE (Germany) (Name Changed from Allianz Global Corporate Specialty AG effective 11/13/2013)	06/16/2004	
Allied World National Assurance Company (New Hampshire) (Name changed from Newmarket Underwriters Insurance Company effective 10/03/2007)	12/18/1997	
Allied World Surplus Lines Insurance Company (Arkansas) (Name changed from Darwin Select Insurance Company effective 06/03/2014) (Name changed from ULICO Indemnity Company Effective 05/13/2010)	12/22/1995	
American Empire Surplus Lines Insurance Company (Delaware)	09/01/1995	
American Western Home Insurance Company (Oklahoma)	09/01/1995	
Arch Insurance Company (Europe) Limited (U.K.)	10/19/2009	
Arch Specialty Insurance Company (Missouri) (Name changed from Rock River Insurance Company effective 08/01/2002) (Domicile changed from Nebraska to Missouri effective 09/30/2014)	09/01/1995	
Aspen Insurance UK Limited (U.K.)	12/29/2004	
Aspen Specialty Insurance Company (North Dakota) (Name changed from Dakota Specialty Insurance Company, effective 10/22/2003)	03/03/1998	
Associated Industries Insurance Company, Inc. (Florida)	01/11/2012	
Atain Specialty Insurance Company (Michigan) (Name changed from USF Insurance Company effective 08/25/2011) (Domicile changed from Pennsylvania to Michigan effective 12/31/2007)	09/01/1995	

## DEPARTMENT OF INSURANCE

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#### STARSTONE NATIONAL INSURANCE COMPANY

**HARBORSIDE 5. 185 HUDSON STREET** JERSEY CITY, NJ 07311 800-220-8477

#### **Old Company Names**

**Effective Date** 

OLYMPIC INS CO

TIG INDEMNITY COMPANY

TORUS NATIONAL INSURANCE COMPANY

TRANSAMERICA INDEMNITY COMPANY

01/01/1981

11/17/2010

12/01/2015

09/24/1993

#### Agent For Service

Vivian Imperial

818 WEST SEVENTH STREET

SUITE 930

CA 90017 LOS ANGELES

#### Reference Information

NAIC #:	25496	
California Company ID #:	1291-4	
Date Authorized in California:	12/29/1944	
License Status:	UNLIMITED-NORMAL	
Company Type:	Property & Casualty	
State of Domicile:	DELAWARE	

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#### **NAIC Group List**

NAIC Group #:

4725 Enstar Gro

#### **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.

BOILER AND MACHINERY

**BURGLARY** 

COMMON CARRIER LIABILITY

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**Company Information** 

**INSURANCE COMPANY OF THE WEST** 

PO BOX 509039 SAN DIEGO, CA 92150-9039

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

TERESA LEON

15025 INNOVATION DRIVE SAN DIEGO CA 92128-3409

**Reference Information** 

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

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**NAIC Group List** 

NAIC Group #:

0922

ICW Grp Assets Inc Grp

**Lines Of Business** 

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

AIRCRAFT

AUTOMOBILE

**BOILER AND MACHINERY** 

BURGLARY

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**Company Information** 

**INTEGON NATIONAL INSURANCE COMPANY** 

P.O. BOX 3199 WINSTON-SALEM, NC 27152

**Old Company Names** 

**Effective Date** 

BANKERS AND SHIPPERS INSURANCE COMPANY

09/12/1996

**Agent For Service** 

SCOTT CURRY 3800 E. Concours Suite 200 Ontario CA 91764

Reference Information

NAIC #:	29742
California Company ID #:	3218-5
Date Authorized in California:	08/29/1989
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NORTH CAROLINA

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**NAIC** Group List

NAIC Group #:

2538

AmTrust NGH 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

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PROJECT: <u>County of Riverside - Nuview Library Replacement Project</u>

BID NO.: FM08190007119

**DOLLAR VALUE: \$625,008.00** 

LIQUIDATED DAMAGES: \$2,500.00

**CONTRACTOR:** <u>Hamel Contracting, Inc.</u>

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 **Hamel Contracting, 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: <u>County of Riverside - Nuview Library Replacement Project</u> ("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.
- **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.
- **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.

**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 <u>A, B, C8</u> 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:

### Six Hundred Twenty-Five Thousand, Eight Dollars

#### (\$625,008.00),

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 "CONTRACTOR" COUNTY OF RIVERSIDE Hamel Contracting, Inc Date: Board of Supervisors By: (type name) Grant J Hamel Title: President Date: 12/21/2017 The following information must be provided concerning the Contractor: State whether Contractor is corporation, individual, partnership, joint venture or other: Corporation ATTEST: If "other", enter legal form of business: **KECIA HARPER-IHEM** NA Clerk of the Board Enter address: 26431 Jefferson Ave. Ste A Deputy Murrieta, California 92562 (SEAL) Telephone: (951) 600-2783 Facsimile: (951) 600-3951 Email: grant@hamelinc.com **Employer State** Tax ID #: 94-3451148 State Contractor License # 919635 APPROVED AS TO FORM: DIR Registration #: 1000001863 **GREGORY P. PRIAMOS** If Contractor is not an individual or corporation, list **County Counsel** names of 4 representatives who have authority to contractually bind Contractor: Synthia M. Gunzel **Chief Deputy County Counsel** If Contractor is a corporation, state: Name of President: Grant J. Hamel Name of Secretary: Alison Hamel

State of Incorporation: California

**EXECUTED IN FOUR COUNTERPARTS** 

BOND NO.: 2265223 PREMIUM: \$8,500.00

PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

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

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

KNOW ALL PERSONS BY THESE PRESENTS:
WHEREAS, the governing board ("Board") for the County of Riverside, ("County") and
<u>County of Riverside - Nuview Library Replacement Project</u> (Project Name) BID NO.: FM08190007119
("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.  NORTH AMERICAN SPECIALTY NOW, THEREFORE, we, the Principal, and 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 <u>SIX HUNDRED TWENTY FIVE THOUSAND EIGHT DOLLARS AND 00/10 DOLLARS (\$ 625,008.00</u> ), 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.

(Affix Corporate Seal)

HAMEL CONTRACTING, INC

Principal

BY GRANT J. HAMEL, PRESIDENT

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Surety

By MARK D. IATAROLA, ATTORNEY-IN-FACT

MALONEY AND ASSOCIATES

Name of California Agent of Surety

435 WEST GRAND AVENUE ESCONDIDO, CA 92025

Address of California Agent of Surety

714/550-4141 (SURETY) 760/738-2610 (AGENT)

Telephone Number of California Agent of Surety

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

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certific document to which this certificate is attached, and not to	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California )	
County of SAN DIEGO	
On12/14/2017 before me,	SANDRA FIGUEROA, NOTARY PUBLIC ,
Date	Here Insert Name and Title of the Officer
personally appeared	MARK D. IATAROLA
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	r evidence to be the person(s) whose name(s) is/are reledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), cted, 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.
SANDRA FIGUEROA (COMM. # 2162642 SAN DIEGO COUNTY	WITNESS my hand and official seal.
NOTARY PUBLIC-CALIFORNIAZ MY COMMISSION EXPIRES AUGUST 14, 2020	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	TIONAL information can deter alteration of the document or sometimes form to an unintended document.
<b>Description of Attached Document</b>	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other That	an Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name: MARK D. IATAROLA	Cimpada Namar
☐ Corporate Officer — Title(s):	
☐ Partner — ☐ Limited ☐ General	□ Partner - □ Limited □ General
☐ Individual	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:Signer Is Representing:	☐ Other:Signer Is Representing:
o.g to reproducting.	_ Oigner is representing.

#### NAS SURETY GROUP

## NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

#### **GENERAL POWER OF ATTORNEY**

laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:
JOHN G. MALONEY, HELEN MALONEY, SANDRA FIGUEROA,
and MARK D. IATAROLA
JOINTLY OR SEVERALLY
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the
amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9 <sup>th</sup> of May, 2012:
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."
By Steven P. Anderson, Senior Vice President of Washington International Insurance Company  & Senior Vice President of North American Specialty Insurance Company  Michael A. Ito, Senior Vice President of Washington International Insurance Company  & Senior Vice President of Washington International Insurance Company  & Senior Vice President of North American Specialty Insurance Company
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of September , 2015.
North American Specialty Insurance Company
Washington International Insurance Company
State of Illinois County of Cook ss:
On this 17th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.
OFFICIAL SEAL M. KENNY Notary Public - State of Illinois My Commission Expires 1204/2021  M. Kenny, Notary Public
I, <u>Jeffrey Goldberg</u> , the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of DECEMBER, 20 17.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

#### 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,

#### North American Specialty Insurance Company

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

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Boiler and Machinery, Burglary, Sprinkler, Automobile, and Aircraft

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 23rd day of December, 1996, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of December, 1996.

Fee \$92.00

Chuck Quackenbush Insurance Commissioner

Rec. No.

Filed

10/8/96

Rν

Victoria S. Sidbury

#### Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 26th day of June, 2008.

Steve Poizner
Insurance Commissioner

Βy

Pauline D'Andrea

## **CALIFORNIA ALL PURPOSE 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 <u>Riverside</u>	}}			
On 12/14/17  Date	before me ,	Anna M. V	elazquez  e and Title of the officer	Notary
Public, personally appeared				
	Grant J. Hamel			
	Name(s) of S	Signer(s)		
who proved to me on the b subscribed to the within instr his/her/their authorized capa person(s), or the entity upon be	ument and acknowle city(ies), and that I	edged to me tha by his/her/their	t he/she/they execu signature(s) on the	ted the same in instrument the
I certify under PENALTY OF PER	JURY under the laws	of the State of C	alifornia that the fore	going paragraph
is true and correct.			ANNA M. VEL	AZQUEZ
WITNESS my hand and official so	ez, Notary Public	NUMBER	Notary Public - Riverside C Comm. Expires	California Bounty
Though this section is optional, of attachment of this form to an unin	tended document.		lteration of the docum	nent or fraudulent
Title or Type of Document: Perfor	mance Bond Nuview Library	Doc	ument Date: 12/14/17	
Number of Pages: 2	igner(s) Other Than I	Named Above:		
Capacity(ies) Claimed by Signer Signers Name: Grant J. Hamel		Signers Name:_		
Corporate Officer – Title(s) Properties		☐ Corporate Of	ficer – Title(s)	
Partner - Limited Gene		🗖 Partner - 🗖 L	imited 🚨 General	
☐ Individual ☐ Attorney in		Individual	☐Attorney in Fact	
☐ Trustee ☐ Guardian o ☐ Other:	r Conservator	☐ Trustee☐ Other:	☐Guardian or Con	servator
Signer is Representing:			enting:	
				· · · · · · · · · · · · · · · · · · ·

BOND NO.: 2265223

PREMIUM INCLUDED IN PERFORMANCE BOND

# 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 HAMEL CONTRACTING, 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:

## <u>County of Riverside - Nuview Library Replacement Project</u> (Project Name) BID NO.: FM08190007119

("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.

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.

FOUR (4)

IN WITNESS WHEREOF, 1800(22) 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 \_\_\_\_\_day of \_\_\_ <u> DECEMBER</u>, 20<u>17</u>.

(Affix Corporate Seal)

HAMEL CONTRACTING, INC.

Principal

**J. HAMEL, PRESIDENT** 

MERICAN SPECIALTY INSURANCE COMPANY NORTH A

Surety

By MARK D. IATAROLA, ATTORNEY-IN-FACT

MALONEY AND ASSOCIATES

Name of California Agent of Surety

435 WEST GRAND AVENUE ESCONDIDO, CA 92025

Address of California Agent of Surety

714/550-4141 (SURETY) 760/738-2610 (AGENT)

Telephone Number of California Agent of Surety

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

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189** 

			tificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document.
State of C	California		)
County of	SAN DIEGO	)	)
On	12/14/2017	hoforo mo	SANDRA FIGUEROA, NOTARY PUBLIC ,
OII	Date	belore me,	Here Insert Name and Title of the Officer
porconally			MARK D. IATAROLA
personan	/ appeared		Name(e) of Signer(s)
subscribe his/ <del>her/th</del>	ed to the within ins <del>ei</del> r authorized capa	strument and ackn city <del>(ies)</del> , and that b	cory evidence to be the person(e) whose name(e) is/are nowledged to me that he/she/they executed the same in by his/her/their signature(e) on the instrument the person(e), acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws
SANDRA FIGUEROA COMM. # 2162642 SAN DIEGO COUNTY	of the State of California that the foregoing paragraph is true and correct.		
	WITNESS my hand and official seal.		
NOTARY PUBLIC-CALIFORNIAZ MY COMMISSION EXPIRES 7 AUGUST 14, 2020		IISSION EXPIRES 7	Signature Signature of Notan Bublic
	Place Notary Se	al Above	
Though			OPTIONAL
mougi		• •	this information can deter alteration of the document or this form to an unintended document.
	on of Attached Do		
			Document Date:
•			Than Named Above:
	(ies) Claimed by S		0' ' ' ' '
Signer's Name: MARK D. IATAROLA			Signer's Name:
☐ Corporate Officer — Title(s):			□ Corporate Officer ─ Title(s): □ Partner ─ □ Limited □ General
	□ Partner		☐ Individual ☐ Attorney in Fact
☐ Trustee		an or Conservator	
☐ Other:			Other:
Signer Is	Representing:		Signer Is Representing:

#### NAS SURETY GROUP

## NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

#### GENERAL POWER OF ATTORNEY

GENERAL POWER OF ATTORNET
KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:
and MARK D. IATAROLA
JOINTLY OR SEVERALLY
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000.00) DOLLARS
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9 <sup>th</sup> of May, 2012:
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."
By  SEAL  1973  SEAL  1973  Senior Vice President of Washington International Insurance Company  & Senior Vice President of Washington International Insurance Company  Michael A. Ito, Senior Vice President of Washington International Insurance Company  & Senior Vice President of North American Specialty Insurance Company  & Senior Vice President of North American Specialty Insurance Company
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of September, 2015.
North American Specialty Insurance Company Washington International Insurance Company
State of Illinois County of Cook ss:
On this 17th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.
OFFICIAL SEAL M. KENNY Notary Public - State of Bilinois My Commission Expires
I, <u>Jeffrey Goldberg</u> , the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of DECEMBER, 20 17.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

#### 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,

#### North American Specialty Insurance Company

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

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Boiler and Machinery, Burglary, Sprinkler, Automobile, and Aircraft
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 23rd day of December, 1996, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of December, 1996.

Fee \$92.00

Chuck Quackenbush Insurance Commissioner

Rec. No.

Filed

10/8/96

Ву

Victoria S. Sidbury Deputy

#### Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 26th day of June, 2008.

Steve Poizner
Insurance Commissioner

Ву

Pauline D'Andrea

## **CALIFORNIA ALL PURPOSE 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 CALIF	FORNIA	}			
COUNTY OF _F	Riverside	}}			
On12/14/	17	before me .	Anna M. V	elazquez	Notary
	Date		Insert Name	and Title of the officer	
Public, persona	ally appeared				·
		Grant J. Hamel			
		Name(s) of	Signer(s)		
subscribed to his/her/their a	the within instrun authorized capacit	nent and acknowly (ies), and that	edged to me tha by his/her/their	the person(s) whose t he/she/they exect signature(s) on the ecuted the instrume	uted the same in e instrument the
I certify under	PENALTY OF PERJU	IRY under the law:	s of the State of C	alifornia that the for	egoing paragraph
is true and corr	ect.		<b>}</b> •	ANNA M	VELAZQUEZ
Signature:	and and official sea		MNAI	Commiss Notary Pu	on # 2051979 blic - California side County spires Dec 15, 2017
	tion is optional, cor nis form to an uninte		nation can deter a	Iteration of the docu	ment or fraudulent
Description of	Attached Docume	nt			
•			Doc	ument Date: 12/14/17	
• •					
	laimed by Signer(s Grant J. Hamel		Signers Name:		
☑ Corporate Officer – Title(s) President		☐ Corporate Officer – Title(s)			
	Limited Genera		•	imited 🗖 General	
☐ Individual	☐Attorney in F	act	Individual	☐Attorney in Fac	t
□ Trustee	☐Guardian or 0	Conservator	□ Trustee	☐Guardian or Co	nservator
Other:	·		Other:		
Signer is Repres	senting:		Signer is Repres	enting:	

#### **WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: <u>FM08190007119</u> between the County of Riverside ("County") and <u>Hamel Contracting, Inc.</u> ("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:	12/21/2017	
Proper Name of Bidder:	Hamel Contracting	nc.
Signature:	$\sim$	
Print Name:	Grant J. Hamel	
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.: <u>FM08190007119</u> between County of Riverside ("County") and <u>Hamel Contracting, Inc.</u> ("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:	12/21/2017	
Proper Name of Bidder:	Hamel Contracting, Inc.	$\Lambda$
Signature:	/	$\sqrt{//}$
Print Name:	Grant J. Hamel	
Title:	President	

#### **DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: **FM08190007119** between the County of Riverside ("County") and **Hamel Contracting, 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.
  - 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 D $_{\rm r}$ ug-Free Workplace Act of 1990.

Date:	12/21/2017
Proper Name of Bidder:	Hamel Contracting, Inc.
Signature:	
Print Name:	Grant J. Hamel
Title:	President

### **HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: <u>FM08190007119</u> ("Project") between County of Riverside ("County") and <u>Hamel Contracting, Inc.</u> ("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.

Contractor has read and understood the document Hazardous Materials Procedures &

Requirements, and sh	nall comply with	Ill the provisions outlined therein.
Date:	12/21/2017 🦸	
Proper Name of Contractor:	Hamel Contractin	g, Inc.
Signature:	W.	/ h
Print Name:	Grant J. Hamel	
Title:	President	

6.

#### **IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: **FM08190007119** ("Project") between County of Riverside ("County") and **Hamel Contracting, 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:	<ul><li>Delivery Firm/Transporter</li><li>Wholesaler</li><li>Distributor</li></ul>	<ul><li>□ Supplier</li><li>□ Broker</li><li>□ Other</li></ul>	□ Manufacturer □ Retailer
Type of Entity	<ul><li>□ Corporation</li><li>□ Limited Partnership</li><li>□ Sole Proprietorship</li></ul>	<ul><li>□ General Partne</li><li>□ Limited Liabilit</li><li>□ Other</li></ul>	•
Name of firm ("Fir	m"): <u>NA</u>		
Mailing address: _	NA		
Addresses of bran	ch office used for this Project: _	NA	
If subsidiary, nam	e and address of parent compar	ny: NA	
Safety Code and t I further certify or delivered, and/or s Project Site are fre	pelow, I hereby certify that I a he sections referenced therein r n behalf of the Firm that all soil supplied or that will be provided, see of any and all hazardous mate I further certify that I am auth	egarding the defin s, aggregates, or delivered, and/or erial as defined in	ition of hazardous material. related materials provided, supplied by this Firm to the section 25260 of the Health
Proper Name of Fi	rm: Hamel Contracting, Inc.	X //	
Signature:		4 / )	·
Print Name:	Grant J. Hamel	/	
Title:	President	J	



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 12/21/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

	this certificate does not confer rights to	the c	certif	icate holder in lieu of sucl						
	ODUCER				CONTAC NAME:	CT Lori Lowe	)			
Michael Ehrenfeld Company				PHONE (A/C, No, Ext): (619)683-9990 (A/C, No, Ext): (619)683-9999						
2655 Camino Del Rio North				E-MAIL ADDRESS: Loril@ehrenfeldinsurance.com						
#20							SURFR(S) AFFO	RDING COVERAGE		NAIC#
	n Diego			CA 92108	INSURE		ley Insurance		****	37974
INS	URED				INSURE		nerican Insurar			44393
	Hamel Contracting, Inc.				INSURE		Insurance Cor	mpany		10855
	26431 Jefférson Ave.				INSURE					
	Ste. A				INSURE					
L	Murrieta			CA 92562	INSURE					
_	VERAGES CER	TIFIC	ATE	NUMBER: 2017 Master C	Contracti	ng		REVISION NUMB	FR:	
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)			LIMITS	
	COMMERCIAL GENERAL LIABILITY	IIVOD	VVVD	T OLIO I NOMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	EAGU GOOLIDDENGE		1,000,000
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Α				MGL0186108		05/01/2017	05/01/2018	PERSONAL & ADV INJ	3011) ψ	1,000,000
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	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LI (Ea accident)	MIT s 1	1,000,000
_	ANYAUTO							BODILY INJURY (Per p	erson) \$	
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	HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
							*		\$	
	➤ UMBRELLA LIAB ➤ OCCUR							EACH OCCURRENCE	s 5	5,000,000
Α	EXCESS LIAB CLAIMS-MADE			MXL0425260	ĺ	05/01/2017	05/01/2018	AGGREGATE	\$ 5	5,000,000
	DED RETENTION \$ WORKERS COMPENSATION								\$	
	AND EMPLOYERS' LIABILITY	ı						➤ PER STATUTE	OTH- ER	
С	ANY PROPRIETOR/PARTNER/EXECUTIVE Y	N/A	1	HAWC808289		11/01/2017	11/01/2018	E.L. EACH ACCIDENT	<sub>\$</sub> 1	,000,000
	(Mandatory in NH) If yes, describe under	- 1						E.L. DISEASE - EA EMI	PLOYEE \$ 1	,000,000
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY	CLIMIT \$ 1	,000,000
DESC	COLDTION OF ODEDATIONS A CONTINUE WITH									
Con	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	o (AUC	JKD 10	ர, Additional Remarks Schedule, n	may be att	ached if more sp	ace is required)			<del></del> -
County of Riverside - Nuview Library Replacement Project The County of Riverside and Tilden-Coil Constructors and their respective officers, agents and employees are Additional Insured, CG2010(0413) and CG2037(0413); Primary Non-Contributory per CG2001(0413). Waiver of Subrogation per CG2404(0509). Automobile Additional Insured and Waiver of Subrogation per CA8810(0113). WC Waiver of Subrogation per WC990410B. Cancellation Clause applies per form IL0270(0912). Excess Liability extends coverage of General Liability only.										
CER	RTIFICATE HOLDER	· · ·			CANCE	LLATION				
					CANCE	LLATION	<del>-</del>	****		
	Tilden-Coil Constructors 3612 Mission Inn Ave.				THE E	XPIRATION D	HE ABOVE DES ATE THEREOF, H THE POLICY	SCRIBED POLICIES NOTICE WILL BE D PROVISIONS.	BE CANCELL BELIVERED IN	.ED BEFORE I
	3012 MISSION HIII AVE.				AUTHORIZED REPRESENTATIVE					

Riverside

CA 92501

## 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 sho	own 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
  - 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.

- 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:

- 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.

Policy Number: MGL0186108

## 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

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:

- 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 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
- 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:

### **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
- (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.

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.

#### 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



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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 - DEFINTIONS, 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.

### **COMMMON 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.

(Ed. 9-14)

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT- CALIFORNIA BLANKET BASIS

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

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

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

#### **SCHEDULE**

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Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

**Job Description** 

**Waiver Premium** 

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/01/2017

Policy No. HAWC808289

Endorsement No.

Insured Hamel Contracting

Premium \$

Insurance Company Cypress Insurance Company

Countersigned by \_\_\_\_\_

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:
  - 2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
  - (1) Nonpayment of premium: or
  - (2) Discovery of fraud by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - **(b)** You or your representative in pursuing a claim under this policy.
- **b.** 30 days before the effective date of cancellation if we cancel for any other reason.

#### 3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
  - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
  - (2) Discovery of fraud or material misrepresentation by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - **(b)** You or your representative in pursuing a claim under this policy.
  - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
  - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
  - (b) Continuation of the policy coverage would:
    - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
    - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

**B.** The following provision is added to the **Cancellation** Common Policy Condition:

#### 7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

- Farm Coverage Part Farm Property Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- **b.** We may not cancel this policy solely because the first Named Insured has:
  - (1) Accepted an offer of earthquake coverage; or
  - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part Causes Of Loss Special Form; or
  - (2) Farm Coverage Part Causes Of Loss Form Farm Property, Paragraph **D**. Covered Causes Of Loss Special.

**C.** The following is added and supersedes any provisions to the contrary:

#### Nonrenewal

 Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

#### 2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

- Farm Coverage Part Farm Property Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law; (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

#### (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part Causes Of Loss Special Form; or
  - (2) Farm Coverage Part Causes Of Loss Form Farm Property, Paragraph D. Covered Causes Of Loss Special.
- 3. We are not required to send notice of nonrenewal in the following situations:
  - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- **b.** If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1**.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART COMMERCIAL AUTOMOBILE COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART CRIME AND FIDELITY COVERAGE PART EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART EQUIPMENT BREAKDOWN COVERAGE PART FARM COVERAGE PART LIQUOR LIABILITY COVERAGE PART MEDICAL PROFESSIONAL LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:
  - 2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
  - (1) Nonpayment of premium; or
  - (2) Discovery of fraud by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
- **b.** 30 days before the effective date of cancellation if we cancel for any other reason.

# 3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
  - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
  - (2) Discovery of fraud or material misrepresentation by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
  - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements. agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
  - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
  - (b) Continuation of the policy coverage would:
    - Place us in violation of California law or the laws of the state where we are domiciled; or
    - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities property of the commercial industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

- B. The following provision is added to the Cancellation Common Policy Condition:
  - 7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part Farm Coverage Part - Farm Property -Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- We may not cancel this policy solely because the first Named Insured has:
  - (1) Accepted an offer of earthquake coverage; or
  - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium charge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
  - (2) Farm Coverage Part Causes Of Loss Form - Farm Property, Paragraph D. Covered Causes Of Loss - Special.

C. The following is added and supersedes any provisions to the contrary:

#### **Nonrenewal**

Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date. We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address

## Residential Property

shown in the policy.

This provision applies to coverage on real property used predominantly residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part Farm Coverage Part - Farm Property -Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage. However, the following applies only

to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required а reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:
  - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
  - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has арproved а plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part - Causes Of Loss - Special Form: or
  - (2) Farm Coverage Part Causes Of Loss Form - Farm Property, Paragraph D. Covered Causes Of Loss - Special.

- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



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 <u>Processing Times</u> 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.

## C3165844 HAMEL CONTRACTING, INC.

**Registration Date:** 

10/21/2008

Jurisdiction:

CALIFORNIA

**Entity Type:** 

DOMESTIC STOCK

Status:

**ACTIVE** 

Agent for Service of Process:

ROBERT H TYLER

24910 LAS BRISAS ROAD, SUITE 110

**MURRIETA CA 92562** 

**Entity Address:** 

26431 JEFFERSON AVENUE, SUITE A

**MURRIETA CA 92562** 

**Entity Mailing Address:** 

26431 JEFFERSON AVENUE, SUITE A

**MURRIETA CA 92562** 

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

Document Type	↓↑ File Date	PDF
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REGISTRATION	10/21/2008	ungungan ang mang mang mang mang mang mang m

<sup>\*</sup> 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 <u>section 2114</u> 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 <u>Information</u> Requests.
- · For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to <u>Frequently Asked Questions</u>.

**Modify Search** 

**New Search** 

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## Contractor's License Detail for License # 919635

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**

HAMEL CONTRACTING INC 26431 JEFFERSON AVE SUITE A MURRIETA, CA 92562 Business Phone Number:(951) 600-2783

Entity Corporation
Issue Date 07/22/2008
Reissue Date 12/04/2008
Expire Date 12/31/2018

**License Status** 

This license is current and active.

All information below should be reviewed.

#### Classifications

**B - GENERAL BUILDING CONTRACTOR** 

A - GENERAL ENGINEERING CONTRACTOR

C-8 - CONCRETE

#### **Bonding Information**

Contractor's Bond

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

Bond Number: LSM0084898 Bond Amount: \$15,000 Effective Date: 01/01/2016 Contractor's Bond History

#### **Bond of Qualifying Individual**

The qualifying individual GRANT JOHN HAMEL 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: 03/26/2014

BQI's Bond History

#### **Workers' Compensation**

This license has workers compensation insurance with the CYPRESS INSURANCE COMPANY

Policy Number:BAW57088212 Effective Date: 11/01/2017 Expire Date: 11/01/2018 Workers' Compensation History

#### Other

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

### Nielsen, Linda

From:

Moshref-Danesh, Leila

Sent:

Tuesday, January 16, 2018 10:06 AM

To:

Nielsen, Linda

Subject:

RE: Proposed Changes to Rules of Professional Conduct

Hi Linda!

I'm back today and did receive your email with the documents. Thanks!

From: Nielsen, Linda

Sent: Thursday, November 02, 2017 1:49 PM

**To:** Victor, Marsha <MVictor@RIVCO.ORG>; North, Tiffany <TNorth@RIVCO.ORG>; Moshref-Danesh, Leila <LMDanesh@RIVCO.ORG>; Marchand, Anna <AMarchand@RIVCO.ORG>; Puentes, Michael <MPuentes@RIVCO.ORG>; Smith, Patti <PFSmith@RIVCO.ORG>; Shah, Sujata N <SShah@RIVCO.ORG>; Shettigar, Prabhath <PShettigar@RIVCO.ORG>; Huff, David <dhkhuff@riversidesheriff.org>; Kipnis, Neal <NKipnis@RIVCO.ORG>

Cc: Priamos, Greg < GPriamos@RIVCO.ORG>

Subject: Proposed Changes to Rules of Professional Conduct

On October 23, 2017, I emailed you documents for the mandatory training that was scheduled for October 25, 2017. Each of you were unable to attend this training. Greg has asked that you respond to this email to confirm that you received the documents for this presentation and that you have read them.

If you have any questions or need another copy, please let me know.

#### LINDA NIELSEN

Paralegal II-CN Office of County Counsel County of Riverside Phone: (951) 955-6349 Fax: (951) 955-6363

Email: Inielsen@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 intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone and immediately delete this communication and all its attachments.

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NORTH AMERICAN SPECIALTY INSURANCE COMPANY

**650 ELM STREET, 6TH FLOOR MANCHESTER, NH 03101-2524** 

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

Vivian Imperial

818 WEST SEVENTH STREET

**SUITE 930** LOS ANGELES

CA 90017

Reference Information

NAIC #:	29874
California Company ID #:	3208-6
Date Authorized in California:	06/30/1989
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

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**NAIC Group List** 

NAIC Group #:

0181

SWISS RE 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** 

DISABILITY

**FIRE** 

LIABILITY

MARINE

PLATE GLASS

SPRINKLER

**SURETY** 

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Mesa Underwriters Specialty Insurance Company (New Jersey) (Name changed from Montpelier U.S. Insurance Company, effective 01/01/2012.) (Domicile changed from Oklahoma to New Jersey, effective 01/01/2012)	02/05/2012
Mitsui Sumitomo Insurance Company (Europe) Limited (U.K.)	06/10/2011
Mount Vernon Fire Insurance Company (Pennsylvania)	04/02/1997
Mt. Hawley Insurance Company (Illinois) (Domicile changed from Delaware to Kansas, effective 12/20/95. Domicile changed from Kansas to Illinois effective 4/21/1999)	10/27/1995
NORCAL Specialty Insurance Company (Pennsylvania) (Name changed from PMSLIC Insurance Company, effective 12/01/2015)	12/23/2013
National Fire & Marine Insurance Company (Nebraska)	06/30/1995
Nautilus Insurance Company (Arizona)	08/04/1995
Navigators Specialty Insurance Company (New York) (Name changed from NIC Insurance Company effective 01/04/2007)	12/08/1995
Noetic Specialty Insurance Company (Vermont) (Domicile changed from Illinois to Vermont effective 01/18/2011) (Name changed from Coregis Indemnity Company effective 11/07/2001)	09/01/1995
North American Capacity Insurance Company (New Hampshire)	08/11/1995
Northfield Insurance Company (Iowa) (Domicile changed from Missouri to Iowa, effective 1/01/2002)	06/30/1995
North Light Specialty Insurance Company (Illinois)	10/10/2014
Nutmeg Insurance Company (Connecticut)	06/30/1995
Old Republic Union Insurance Company (Illinois)	05/24/2017
Pacific Insurance Company, Limited (Connecticut)	09/01/1995
Peleus Insurance Company (Virginia) (Name changed from Colony National Insurance Company effective 3/4/2015)	12/17/1996
Penn-Star Insurance Company (Pennsylvania)	11/13/2002
Princeton Excess and Surplus Lines Insurance Company (Delaware)	02/09/2006
ProAssurance Casualty Company (Michigan) (Name changed from ProNational Insurance Company effective 01/27/2009)	10/18/2005
Protective Specialty Insurance Company (Indiana)	06/01/2010
	<del> </del>

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# Q-Z

Insurer	Date Approved
QBE Insurance (Europe) Limited (U.K.) (Name changed from QBE International Insurance Limited, effective 09/30/2005)	01/06/1999
QBE Specialty Insurance Company (North Dakota)	08/01/2003
Rockhill Insurance Company (Arizona) (Name changed from United Coastal Insurance Company, effective 11/22/2005)	09/01/1995

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CYPRESS INSURANCE COMPANY

1314 DOUGLAS ST SUITE 1300 OMAHA, NE 68102-1944 800-834-3848

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

ANNE HARRIGAN

1 California Sreet Suite 600 San Francisco CA 94111

**Reference Information** 

NAIC #:	10855
California Company ID #:	1726-9
Date Authorized in California:	03/08/1963
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.

**AUTOMOBILE** 

BURGLARY

COMMON CARRIER LIABILITY

FIRE

LIABILITY

MARINE

**MISCELLANEOUS** 

PLATE GLASS

**SPRINKLER** SURETY

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**WEST AMERICAN INSURANCE COMPANY** 

175 BERKELEY STREET BOSTON, MA 02116 800-344-0197

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

KARISSA LOWRY

2710 GATEWAY OAKS DRIVE SUITE 150N **SACRAMENTO** CA 95833

**Reference Information** 

NAIC #:	44393
California Company ID #:	5743-0
Date Authorized in California:	04/12/2012
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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**NAIC Group List** 

NAIC Group #:

0111

LIBERTY MUT GRP

**Lines Of Business** 

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

**AUTOMOBILE** 

**BOILER AND MACHINERY** 

BURGLARY

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CREDIT

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#### DOCUMENT 00 56 00

## ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into this.	29 day of December , 2017, by and
between the County of Riverside, whose address is	3403 10th Street, Suite 400, Riverside,
CA 92501, hereinafter called "Owner," and Daniel'	
whose address is 10881 Business Dr., Fontana,	CA 92337 , hereinafter called
"Contractor," and Alta Pacific Bank	Bank whose address is
3500 Porsche Way, Suite 325, Ontario, CA 91764	, hereinafter called "Escrow Agent."
For the consideration hereinafter set forth, the Owner follows:	er, Contractor, and Escrow Agent agree as

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for the project known as Nuview Library Replacement Project, in the amount of Three hundred ninety-three thousand Dollars (\$ 393,000.00 ), dated December, 2017 (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of County of Riverside, and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

ESCROW AGREEMENT DOCUMENT 00 56 00-1

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

On behalf of Owner: County of Riverside Name: Vincent Coffeen Title: Assistant Director On behalf of Contractor: Daniel's Electrical Construction Co., Inc.

Name: Thomas G. Ispas

Title: President

Signature

Address: 9403 10th Street, Suite 400 Riverside, CA 92501

Signature.

Address: 10881 Business Dr.

Fontana, CA 92337

On behalf of Escrow Agent:

AltaPacific Bank

Name:

Title:

Cindy Prouty Vice President Ops Mgr

Address: 3500 Porsche Way Ste 325

Ontario CA 91764

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

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

OWNER:

Title:

County of Riverside

CONTRACTOR:

Daniel's Electrical Construction Co., Inc.

Chairperson

Name: Chuck Washington

Title:

President Thomas G. Ispas Name:

Signature

EM Clerk

NUVIEW LIBRARY REPLACEMENT PROJECT

**ESCROW AGREEMENT** DOCUMENT 00 56 00-2

#### **DOCUMENT 00 56 00**

# ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into this 27th	n day of Dece	ember 2017, by and
between the County of Riverside, whose address is 340	3 10th Street	Suite 400. Riverside
CA 92501, hereinafter called "Owner." and JPI Developme	ent Group, Inc.	54.10 100, 14.10.5.ac,
whose address is 41205 Golden Gate Circle Murrieta Ca 92562		, hereinafter called
"Contractor," and First National Bank of Southern California		Bank whose address is
2365 Marron Rd Carlsbad, Ca 92008	, hereinafter	called "Escrow Agent."
For the consideration hereinafter set forth, the Owner, C		-

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for the project known as **Nuview Library Replacement Project**, in the amount of Two hundred and eighty two thousand

  Dollars (\$ 282,000.00 ), dated 12/27/17 , 2017 (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of County of Riverside, and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

1.30/18

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

,	
On behalf of Owner:	On behalf of Contractor:
County of Riverside	
Name: Vincent Coffeen	Name: Brad Janikowski
Title: Assistant Director	Title: President
Signature Address: 3403 10 <sup>th</sup> Street, Suite 400 Riverside, CA 92501	Signature Address: 41205 Golden Gate Circle Murrieta, Ca 92562
On behalf of Escrow Agent:	

Name: Evelyn Witt

Title: SVP Director of Retail Banking

Signature\_

Address: 2365 Marren Road Carlsbad, CA 92008

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

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

OWNER:

Title:

CONTRACTOR:

County of Riverside

Title: President

Name: Chuck Washington

Chairperson

Name: Brad Janikowski

Signature

Signature .

COUNTY OF RI **NUVIEW LIBRARY REPLACEMENT PROJECT** 

**ESCROW AGREEMENT DOCUMENT 00 56 00-2**