

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



ITEM
3.9
(ID # 9420)

MEETING DATE:

Tuesday, June 11, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) AND DEPARTMENT OF
BEHAVIORAL HEALTH :

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND DEPARTMENT OF
BEHAVIORAL HEALTH: Roy's Desert Springs Remodel Project – Approval of
Revised Project Budget, Approval of Construction Contract with Fischer, Inc. for
Bid Category 12, Receive and File the list of Multi-Prime Contractors for Bid
Categories 1-9, 11, and 13-14, Approve the First Amendment to the Professional
Services Agreements for Holt Architecture, Inc. for Design and Engineering
Services and Tilden-Coil Constructors, Inc. for Construction Management
Services, District 4. [\$3,651,359 – Mental Health Services Act Fund – 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve an increase to the project budget in the amount not to exceed of \$3,651,359 for a revised project budget of \$27,172,526 for the Roy's Desert Springs Remodel (Roy's Remodel) Project;
2. Authorize the use of the Mental Health Services Act Fund not to exceed the additional \$3,651,359 for the Project, including reimbursement to the Economic Development Agency (EDA) for incurred project related expenses;
3. Grant the low bidder, JPI Development Group, Inc. (JPI) relief from their bid on Bid Category (BC) 12-Plumbing and Site Utilities Trade, without penalty due to a clerical error and grant withdrawal of their bid;

Continued on page 2

ACTION:Policy, CIP


Robert Field, Assistant County Executive Officer/ECD

5/13/2019

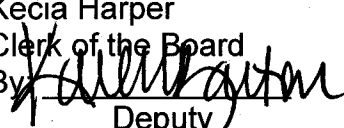

Matthew Chang, Director

5/15/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 11, 2019
xc: EDA, Behavioral Health

Kecia Harper
Clerk of the Board
By 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Accept the low bid and award the Construction Contract to Fischer, Inc. of San Bernardino, California, in the amount not to exceed of \$1,089,500 for the BC12-Plumbing and Site Utilities Trade for the Roy's Remodel Project, and authorize the Chairman of the Board (Chairman) to execute the Contract on behalf of the County;
5. Authorize the Assistant County Executive Officer/ECD to administer the Construction Contract to the awarded low bidder Fischer, Inc. for BC12-Plumbing and Site Utilities Trade and provide change order authority for the Contract in accordance with Board Policy B-11;
6. Receive and file the list of Multi-Prime Contractors for BC 1-9, 11 and 13-14, listed herein for the Project;
7. Approve the First Amendment to the Professional Services Agreement for Design and Engineering Services between the County of Riverside (County) and Holt Architecture, Inc. (Holt) of Rancho Mirage, California, in the amount not to exceed of \$143,646, for the Roy's Remodel Project and authorize the Chairman to execute the First Amendment on behalf of the County;
8. Approve the First Amendment to the Professional Services Agreement for Construction Management Services between the County and Tilden-Coil Constructors, Inc. (Tilden-Coil) of Riverside, California, in the amount not to exceed of \$295,827, for the Roy's Remodel Project and authorize the Chairman to execute the First Amendment on behalf of the County; and
9. Authorize the Assistant County Executive Officer/ECD to administer the First Amendment for Holt and Tilden-Coil in accordance with applicable Board policies.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 3,651,359	\$ 3,651,359	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Mental Health Services Act Fund - 100%			Budget Adjustment: No	
			For Fiscal Year: 2019/20	

C.E.O. RECOMMENDATION: Approve

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

BACKGROUND:

Summary

On January 30, 2018, Item 3.9, the Board of Supervisors (Board) approved a revised project budget in the amount of \$23,521,167 for the Roy's Remodel Project. Recent construction bids have been outpacing estimates and their projected inflation. In addition, during the design and permitting process, additional items such as but not limited to; an elevator, seismic upgrades at a shear wall, seismic separation between first and second stories, exterior improvements, and emergency call buttons were required to attain regulatory approval. As a result, an increase of \$3,651,359 for a revised budget of \$27,172,526 is required to successfully complete the Project.

On December 11, 2018, Item 3.15, the Board approved to advertise and release bid packages for all trades using the Construction Management Multi-Prime (CMMP) delivery method.

On February 27, 2019, the bid opening was held at the Clerk of the Board's Office and 38 bid packages were received and opened. The bids were reviewed for accuracy and completeness.

Bid Category 12-Plumbing and Site Utilities: JPI delivered a formal letter requesting to relinquish their apparent low bid due to a clerical error. The request has been reviewed and is recommended to be accepted. It is also recommended the Contract be awarded to Fischer Inc., the apparent low bidder, for the BC12-Plumbing and Site Utilities Trade.

On December 11, 2018, Item 3.15, it was recommended for EDA to return to the Board and file the list of awarded Multi-Prime Contractors for the Project. No irregularities were found for Bid Categories 1-9, 11 and 13-14; therefore, EDA recommends the Board to receive and file the Multi-Prime Construction Contractors, with the exception of BC10-Miscellaneous Spec/Gen Construction Trade, which will be re-bid

On January 30, 2018, Item 3.9, the Board approved a Professional Services Agreement for Design and Engineering Services between the County and Holt in the amount of \$1,790,291. The First Amendment for Holt in the amount of \$143,646 is for additional work related to exterior improvements and its effects on the interior design; additional administrative effort to expedite plan approval and bidding, and kitchen improvements. The total contract value will increase by 8%; from \$1,790,291 to \$1,933,937.

The First Amendment for Tilden-Coil in the amount of \$295,827 will compensate the effort to incorporate the additional work and expedite bidding. The total contract value will increase by 15.4%; from \$1,918,199 to \$2,214,026.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Multi-Prime Contractors

MULTI-PRIME CONTRACTORS	BID CATEGORY	DESCRIPTION	CONTRACT AMOUNT
SJD&B, Inc.	1	Demolition	583,000
Bravo Concrete Construction Services, Inc.	2	Concrete & Reinforcing Steel	2,106,324
VSC, Inc. dba Vulcan Steel Company	3	Structural Steel & Metal Fabrication	1,252,958
Rite-Way Roof Corporation	4	Roofing & Sheet Metal	1,039,526
Sierra Lathing Co., Inc.	5	Metal Studs & Drywall	3,385,081
Inland Pacific Tile, Inc.	6	Tile	222,000
Floortec America	7	Floor Covering	117,859
Southcoast Acoustical Interiors, Inc.	8	Acoustical	388,900
Cramer Painting, Inc.	9	Painting	345,200
JPI Development Group, Inc.	11	Fire Sprinklers	275,000
Fischer, Inc.	12	Plumbing & Site Utilities	1,089,500
Couts Heating & Cooling	13	HVAC and BAS	1,943,000
F.E.C. Electric, Inc.	14	Electrical & Low Voltage	2,088,000
TOTAL			\$ 14,836,348

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

Impact on Residents and Businesses

The Project will provide residential behavioral health services to Coachella Valley residents. The population served by the project are at high risk for hospitalization, incarceration and homelessness. The Project will provide a safe environment for residents suffering from behavioral health issues and divert them from higher cost hospitalization. The Project also expands the adjacent behavioral health clinic, providing more space for clients for group activities and for staff offices.

Additional Fiscal Information

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

PROJECT BUDGET LINE ITEMS	CATEGORY	PROJECT BUDGET	PROJECT BUDGET ADJUSTMENT	REVISED PROJECT BUDGET
Architectural Design	1	1,790,291	143,646	1,933,937
Construction Management	2	2,071,155	142,871	2,214,026
Construction Contract	3	12,737,190	6,568,929	19,306,119
Offsite Construction	4	0	0	0
Project Management	5	60,000	60,000	120,000
Fixtures, Furnishings, Equipment	6	1,104,000	0	1,104,000
Other Soft Costs / Specialty Consultants	7	714,998	(352,698)	362,300
Project Contingency	8	2,138,288	(288,288)	1,850,000
Minor Construction	9	2,905,245	(2,623,101)	282,144
Revised Project Budget		\$ 23,521,167	\$ 3,651,359	\$ 27,172,526

(Continued)

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

Additional Fiscal Information (Continued)

This Board action will increase the project budget by \$3,651,359 for a revised project budget from \$23,521,167 to \$27,172,526 and is 100% funded through the Mental Health Services Act Fund. The approved budget increase of \$3,651,359 will be expended in FY 2019/20.

Attachments:

- Construction Contract with Fischer, Inc.
- First Amendment for Holt Architecture, Inc.
- First Amendment for Tilden-Coil Constructors, Inc.

RF:HM:VC:SP:AR:tv FM08410008267 9420 – 13980
S:\Project Management Office\FORM 11'S\Form 11's_In Process\9420 – 13980_D7 – 008267 – Roy's Desert Res Cntr-Amend No.1
Holt & Tilden, MultiPrime,Fischer, Rev Proj Budg_061019.doc


Nehini Laszka, Principal Management Analyst 6/3/2019


Gregory V. Priarios, Director County Counsel 5/29/2019

1 IN WITNESS HEREOF, the parties hereto have caused their duly authorized representatives to execute
2 this First Amendment.

3
4 "COUNTY"

5 COUNTY OF RIVERSIDE

6
7 By: 

8 Chairman **KEVIN JEFFRIES**

9 Board of Supervisors

CONSULTANT:

TILDEN-COIL CONSTRUCTORS, INC.

By: 

Dayne Brassard, Executive Vice-President

Address: 3612 Mission Inn Avenue

Riverside, CA 92501

10
11 ATTEST:

12 KECIA HARPER

13 Clerk of the Board

14 By: 

15 Deputy

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17 (SEAL)

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22 APPROVED AS TO FORM:

23 GREGORY P. PRIAMOS

24 County Counsel

25 By: 

26 Deputy County Counsel

Exhibit P (revised)
Tilden-Coil Constructors, Inc.
Roy's Desert Resource Center
CM Fee Proposal Adjustment 4/1/19

Project Understanding

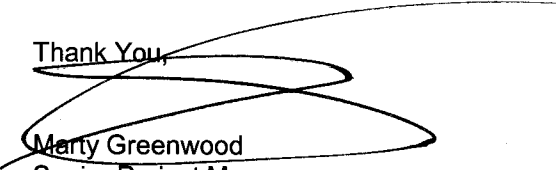
The project includes the re-purposing and expanding the existing Roy's Desert Resource Center located in Palm Springs, CA totaling approximately 46,000 square feet.

Fee Proposal Adjustment

Tilden-Coil Constructor's (TCC) here by requests a fee proposal increase. TCC's original contract was based upon a construction contract amount (sum of primes) \$12,937,519 (see attached TCC proposal dated 8/24/17). On 2/27/19 the project bid with the total construction contract amount came in at \$18,258,152, an increase of \$5,320,633 (18,258,152 – 12,937,519). Therefore, TCC hereby request a fee increase of **\$295,827**.

1. Original Construction Contract Amount	- \$12,937,519
2. Actual Construction Contract Amount	- <u>\$18,258,152</u>
3. Value of Increase	- \$ 5,320,633
4. Agreed Upon Fee Percentage (5.56%)	- <u>0.0556</u>
5. Fee Increase	- \$ 295,827
6. Original Fee Proposal	- \$ 1,918,199
7. Revised Contract Amount	- \$ 2,214,026

Thank You,


Marty Greenwood
Senior Project Manager

1
2 **FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**
3 **BY AND BETWEEN THE COUNTY OF RIVERSIDE AND**
4 **HOLT ARCHITECTS, INC. FOR**
5 **ROY'S DESERT SPRINGS REMODEL PROJECT**

6 **THIS FIRST AMENDMENT** is entered into by and between the COUNTY OF RIVERSIDE,
7 ("COUNTY"), and HOLT ARCHITECTS, INC., a California Corporation Doing Business As Holt
8 Architecture (herein referred to as "ARCHITECT"), regarding the Agreement for Professional Services
9 first entered into on January 30, 2018.

10 **NOW, THEREFORE**, in consideration of the mutual covenants contained herein and providing
11 that all other sections not amended remain in full force and effect, the parties hereto agree to amend the
12 Agreement as follows:

13
14 I. **EXHIBIT B** is hereby replaced with the attached revised services to where ARCHITECT shall
15 perform all services and other activities necessary to provide design and construction documents for
16 interior design enhancements, exterior façade improvements, overlapping plan check and bid
17 processes and added kitchen scope.

18
19 II. **ARTICLE 5. ARCHITECT'S COMPENSATION, 5.1.2.1 Basic Services Fee** is hereby
20 amended to read "a Fixed Fee for all Basic Services of **One million, eight hundred eighty-three**
21 **thousand, nine hundred thirty-seven dollars (\$1,883,937.00)**.


22
23 All other terms and conditions of the agreement shall remain the same and in full force and effect.


24
25
26 [REMAINDER OF PAGE LEFT BLANK]

1 IN WITNESS HEREOF, the parties hereto have caused their duly authorized representatives to execute
2 this First Amendment.

3
4 "COUNTY"
5 COUNTY OF RIVERSIDE

CONSULTANT:
HOLT ARCHITECTS, INC.

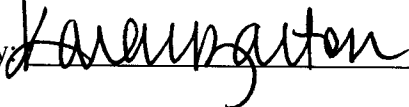
6
7 By: 

By: 

8 Chairman KEVIN JEFFRIES
9 Board of Supervisors

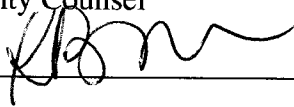
Tom Howell, President
Address: 70-225 Highway 111, Suite D
Rancho Mirage, CA 92270

10
11 ATTEST:
12 KECIA R. HARPER
13 Clerk of the Board

14 By: 
15 Deputy

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17 (SEAL)

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19
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21 APPROVED AS TO FORM:
22 GREGORY P. PRIAMOS
23 County Counsel

24 By: 

25
26 Deputy County Counsel

EXHIBIT "B"

**DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES
AND EXCLUDED SERVICES**

2.1.1 PROFESSIONAL SERVICES

.1 Excluded Services. The following constitute Excluded Services: Geotechnical Report, Property Survey, Septic System Evaluation

.2 Basic Services, Additional Services. Those of the following professional services, which are marked "Yes," shall be provided by Architect as part of Basic Services. Those of the following professional services, which are marked "No" shall be deemed to be Additional Services.

Yes No

x Architectural

Formal Project Meetings. As part of the Basic Services provided by Architect and Subconsultants, the following number of such meetings are included:

(a) Schematic Design Phase	four (4)
(b) Design Development Phase	four (4)
(c) Construction Documents Phase	two (2)
(d) Bidding Phase	one (1)
(e) Construction Admin Phase (12 mos)	twenty-four (24)
(f) Construction Admin Phase (3 mos allowance)	six (6)
TOTAL	<u>forty-one (41)</u>

x Civil

x Structural

x Mechanical

Building Automation System included. Owner to select software option.

x Plumbing

x Electrical

AV System, CCTV, Video Surveillance and Access Control Systems shall be included in the documents by Architect. RCIT shall provide Layout and Design with assistance on Specifications. Duress, Doorbell and Antenna Systems shall be included per Owner directive.

x Energy calculations
Part of LEED

EXHIBIT "B"

**DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES
AND EXCLUDED SERVICES**

- x California Environmental Quality Act (CEQA) compliance

- x National Environmental Policy Act (NEPA) compliance (of applicable)

- x National Pollution Discharge Elimination System compliance (NPDES) - SWPPP

- x National Pollution Discharge Elimination System compliance (NPDES) - WQMP

- x National Pollution Discharge Elimination System compliance (NPDES) - FPPP

- x Landscape (on-Site plantings)

- x Landscape (off-Site plantings)

- x Utility coordination

- x Fire/life safety
Contractor Provision – Design/Build

- x Acoustic

- x Elevator, Escalator

- x Parking, Striping

- x Security
Security System – Raceways and Backbone, including Specifications, shall be in the

EXHIBIT "B"

**DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES
AND EXCLUDED SERVICES**

documents prepared by Architect. Owner's Vendor to provide layout and design with assistance on Specifications. RCIT will assure compliance with County standards.

- x Communications
Data/Communications/Intercom – Raceway, Backbone, and Data Room, including Specifications, shall be in the documents prepared by Architect. RCIT to provide Layout and Design with assistance on Specifications.

- x Signage/graphics
Signage as required by Code, to include Dedication Plaque and Building ID.

- x Waterproofing

- x Lighting design
Includes Lighting Control System

- x Interior design (furniture, furnishings and artwork)
Architect coordination with Owner's Vendor

- x Space planning for tenant or rental spaces

- x Future (i.e., post-construction) facilities, systems and equipment

- x Quantity surveys and inventories

- x Appraisal of existing facilities

- x Analyses of owning and operating costs

- x Financial feasibility or other special financial studies

EXHIBIT "B"

**DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES
AND EXCLUDED SERVICES**

- x** On-Site traffic flow and traffic mitigation

- x** Measured drawings of Site

- x** Measured drawings of Existing Improvements

2.1.2 PLANNING/PROGRAMMING PHASE

The Planning/Programming Phase commences upon execution of the Agreement and terminates upon approval by County of the Final Program for the Project and receipt by County of the other Design Documents required by this Paragraph 2.1.2 to be prepared by Architect as part of the Planning/Programming Phase.

Yes No

 x **.1 Alternate Design Approaches.** Review and recommend alternative approaches to the design of the Project, including, without limitation, development of conceptual alternatives based on different approaches to building location, massing and height.

 x **.2 Alternative Structural Approaches.** Review and recommend alternative structural approaches for each of the different approaches recommended by the Architect for building location massing and height, including, without limitation, an analysis of how adjacent structures affect the structural design of the new structures.

 x **.3 Alternative Contracting Approaches.** Recommend the method of contracting best suited to the Program and Master Project Schedule.

 x **.4 Version Control Plan.** In addition to Architect's obligation for version control, if any, assumed under Subparagraph 2.1.7.17, Subpart (1) of this Exhibit "B", prepare for County's review and approval a comprehensive written plan setting forth systematic procedures for periodic and recurring updating of the Drawings and Specifications to systematically, comprehensively, efficiently and clearly incorporate and consolidate changes, additions and deletions to the Project.

x **.5 Design QAQC Plan.** In addition to Architect's general obligation for quality control under the Agreement, prepare for County's review and approval a written comprehensive plan setting form systematic procedures during all Phases for periodic and recurring review of the Design Documents by employees of Architect who, acting independent of the Architect's employees involved in the preparation of the Design Documents, will check the Drawings and Specifications for (1) sufficiency, completeness, accuracy, constructability and coordination, and (2) conformance with the Design Coordination Standards and who will personally certify with each submission of Design Documents during the Schematic, Design Development and Final Construction Documents Phases that the Design Documents being submitted have been checked for compliance with the Design Coordination Standards.

EXHIBIT "B"

DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES AND EXCLUDED SERVICES

x .6 **Electronic Document Management Manual.** Prepare a written management manual, developed in conjunction with County and incorporating software systems compatible with County's software, setting forth: (1) a systematic procedure for standardizing (utilizing AutoCAD for Drawings and MS Word for Specifications and other written documents) the requirements to be followed by other Project Team members for electronic preparation and delivery of drawings, plans, specifications and other documentation, including, but not limited to, Record Documents; and (2) procedures for implementation of County's electronic-based program management system, if any, for the Project.

x .7 **Existing Conditions.** Based on Architect's inspection of the visible conditions of the Site and Existing Improvements, Architect's functional testing of the Existing Improvements' operating systems (including mechanical, electrical, plumbing, fire protection and low voltage systems) and Architect's review of documentation that is available from County and current public records (including, without limitation, soils and geotechnical reports, environmental and hazardous materials surveys, as-built documentation, and public records pertaining to underground utilities), prepare a written report, data base and topographic map and survey setting forth: (1) a consolidated and coordinated statement of all available information concerning the conditions at the Site and in Existing Improvements; (2) identification of any conflicts between such information or between such information and the visible conditions of the Site or Existing Improvements; (3) confirmation of whether the Existing Improvements comply with Applicable Laws and the operating systems (including mechanical, electric, plumbing and low voltage systems) in Existing Improvements have sufficient capacity to support the proposed new designs; and (4) recommendations by the Architect for further investigation, exploration, inspection or testing by County or County's Consultants or for remediation to, or upgrading of, Existing Improvements found to be obsolete, in violation of Applicable Laws, or inadequate to support the proposed new designs.

.8 **Community Outreach.**

x (1) Participate, as and when requested, in the County's program for outreach to neighborhood residents and their representatives to assess, evaluate and distribute information with respect to matters of community concern (including, without limitation, traffic, parking, view corridors, pedestrian access, public transportation access and paths of travel) and make recommendations to County for revisions to the Program in order to satisfy the expressed needs of the community.

x (2) Prepare presentation materials (consisting of hand outs, summaries, charts and other appropriate paper and electronic visual aids) for _____ () presentation to community groups designed to develop community consensus on a plan of development that, to the greatest extent possible, satisfies the requirements of the County's updated Program for the Project, as well as the expressed needs of the community.

x .9 **Initial Program Review.** Make recommendations for revisions to the Initial Program, including advice on any impact that acceptance of such revisions by County would have upon the Master Project Schedule, in order to meet the County's most-current, stated goals and objectives and the requirements of Governmental Authorities for the Project.

x .10 **Final Program.** In consultation with County and County's Consultants, prepare for County's review and approval revisions to the Initial Program leading to the development of a Final Program, which Final Program when complete shall consist of a comprehensive and complete written statement of the County's Project criteria, objectives and requirements, with reference to, without limitation, the following: (1) planning, space utilization, space flexibility and expandability, function, systems operations and special equipment; (2) typical room layout; (3) blocking and stacking diagrams depicting departmental relationships; (4) staff and visitor ingress, egress and circulation; (5) evaluations and tabulations of key functional spaces by type and location; (6) area calculations, based on net square feet, department gross square feet, building gross square feet and project gross square feet; and (7) a

EXHIBIT "B"

DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES AND EXCLUDED SERVICES

narrative explaining the reasons for any changes or deviations from the Initial Program.

- .11 **Area Calculations.** Provide square footage area calculations, based upon the Final Program approved by County, for use by County in planning, demising and allocating spaces.
- .12 **Perspective Drawings.** Provide _____ (____) perspective drawings of the Project, as conceptualized in the Final Program approved by the County, representing the appearance of the Project from vantage points selected by County.
- .13 **Massing Model.** Provide a study model showing in three dimensions the shape and mass of the building(s) on the Site.
- .14 **Zoning.** Provide materials, such as, but not limited to, sketches and exhibits, required to secure applicable zoning and architectural committee approvals and variances necessary for the Project.
- .15 **CEQA Compliance.** Prepare, for review and approval by County, California Environmental Quality Act compliance documentation and all pertinent studies required therein to satisfy the requirements of the California Environmental Quality Act.

2.1.3 SCHEMATIC DESIGN PHASE

The Schematic Phase commences upon the end of the Planning/Programming Phase and ends upon approval by County of the completed Schematic Design Documents.

Yes No

.1 **Schematic Design Documents.** Prepare, for approval by County, two (2) paper copy sets and an electronic version of the following Schematic Design Documents for the Project, consistent with the Final Program and the Architect's Project Schedule:

(1) **Site Plans.** Prepare Site plans depicting the Architect's concept for the completed Project, including: (a) preliminary circulation schemes for persons and vehicles and parking; (b) locations of fire hydrants and fire lanes; (c) areas of hardscape and softscape (including, but not limited to, plantings, service drives, loading docks, walkways, ramps, steps, stairs, retaining walls, planters, furnishings, wayfinding elements, plantings, light fixtures and other amenities); (d) Site elevation variations which affect circulation paths and drainage; (e) locations and dimensions of structures (new and existing), property lines, easements, setback requirements; with dimensioning (including, without limitation, at least four (4) dimensions for each side of the building (from fixed and verified landmarks) sufficient to demonstrate that all proposed buildings fit within the property lines, public rights of way, easements and the design space; (f) sections indicating massing and relationships to Existing Improvements and Site conditions; (g) a preliminary Site clearing and demolition plan depicting Existing Improvements and landscaping elements to be removed and to remain; and (h) a depiction of the preliminary routing of utility lines to proposed points of connection.

(2) **Building Grid.** Prepare a dimensioned building grid system for use by other Project Team members that provides a common reference for the coordinated documentation of the Work by other Project Team members and that includes (in the case of new construction) all walls and doors and (in the case of renovation) all Existing Improvements to remain.

(3) **Floor Plans.** Prepare preliminary floor plans depicting: (a) layout of

EXHIBIT "B"

DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES AND EXCLUDED SERVICES

walls, partitions, rooms (including room numbers and names), departmental boundaries, core elements (such as, but not limited to, lobbies, corridors, stairs, elevators, toilets, shafts, and chases), columns and other major structural elements, and sufficient dimensioning to demonstrate that all layouts fit within the design space; (b) if the Architect is providing design services related to furniture, furnishings and artwork, a proposed placement of furniture and furnishings in repetitive and typical conditions; and (c) basic criteria for major finish materials, along with a summary of comparative advantages based on cost, durability, ease of maintenance and appearance.

(4) **Façade Studies.** Prepare alternative façade studies, consisting of different proposed approaches to the design of the building exterior and details for each alternative describing proposed colors, materials and textures.

(5) **Roof Plans.** Prepare preliminary roof plans, shown against a background of structural gridlines and building dimensions, depicting the major elements of the roofed areas, including, without limitation, major penetrations, penthouses and identification of roof mounted equipment.

(6) **MEP Studies.** Prepare: (a) an outline of alternative mechanical, electrical, plumbing, fire protection, and low voltage systems, preliminary sizing of major mechanical, electrical, plumbing and fire protection equipment and equipment rooms; (b) single line diagrams of mechanical, electrical, plumbing and fire suppression distributions; and (c) identification of special mechanical, electrical, plumbing and fire protection requirements (such as, but not limited to, exhaust requirements, emergency power and fire suppression).

(7) **Life Cycle Costing.** Prepare an analysis of life cycle costs (including, without limitation, capital costs, operating costs, maintenance costs and simple payback analyses) and comparative performance characteristics of each alternative identified in the County's systems selections.

(8) **Preliminary Structural Analysis.** Prepare (a) a preliminary design of the major structural elements for the Project that is coordinated with the requirements of Governmental Authorities and the recommendations of the County's Consultants in the field of geotechnical engineering and, accompanied by recommendations, if any, for additional studies, reports, exploration or testing of the Site or Existing Improvements; (b) foundation and framing (at each level of the building) design Plans, sufficient to permit preliminary cost estimating; and (c) a preliminary report of the dynamic performance of the structural system suitable for the proposed occupancy.

(9) **Elevator Recommendations.** Prepare preliminary recommendations on the number, types, sizes and operational characteristics of elevators.

(10) **Outline Specification.** Prepare an outline Specification covering all technical divisions of the Construction Specifications Institute format, or using such other format acceptable to County.

(11) **Building Code Outline.** Prepare documentation (plans and/or narratives) addressing building codes and similar Applicable Laws which apply to the Project, accompanied by a delineation of key design criteria (such as, but not limited to, exits, travel distances, rated walls and corridors, building occupancy, construction type, and fire zones) required to meet such Applicable Laws.

(12) **Area Calculations.** Prepare (a) square footage area calculations, based upon the Schematic Design Documents approved by County, for use by County in planning, demising and allocating spaces and (b) a comparison of areas in the Schematic Phase Documents to the areas set forth in the Final Program.

EXHIBIT "B"

DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES AND EXCLUDED SERVICES

(13) **Perspective Drawings.** Prepare two (2) perspective drawings of the Project, as conceptualized in the Schematic Design Documents approved by the County, representing the appearance of the Project from vantage points selected by County.

(14) **Schematic Model.** Prepare, and provide County with, a schematic model (at a minimum scale of 1/16th = 1'0"), constructed of simple materials such as foam board and hand drawn or pasted cut-outs, depicting in three dimensions the appearance of the building façade as shown in the Schematic Design Documents approved by County.

(15) **Design Narrative.** Prepare a "basis of design" narrative and documentation supporting the design criteria for the structural elements (including structural loading), mechanical, electrical, plumbing, lighting, low voltage systems and other specialized building systems.

.2 **Estimate of Construction Cost.**

(1) Prepare, with the level of due care of a design professional and not a contractor or professional cost estimator, a preliminary written Estimate of Construction Cost based upon the Schematic Design Documents approved by County, including recommendations to County of opportunities for incorporation of design alternatives that will optimize quality and value consistent with the Fixed Limit, Final Program and Master Project Schedule.

(2) Review and comment upon the preliminary Estimate of Construction Cost prepared by Contractor or County's Consultant in cost estimating, including recommendations to the County of opportunities for incorporation of design alternatives that will optimize quality and value consistent with the Fixed Limit, Final Program and Master Project Schedule.

.3 **Community Outreach.**

(1) Participate, as and when requested, in the County's program for outreach to neighborhood residents and their representatives to assess, evaluate and distribute information with respect to matters of community concern (including, without limitation, traffic, parking, view corridors, pedestrian access, public transportation access and paths of travel) and make recommendations to County for revisions to the Program and Schematic Design Documents in order to satisfy the expressed needs of the community.

(2) Prepare presentation materials (consisting of hand outs, summaries, charts and other appropriate paper and electronic visual aids) for one (1) presentation(s) to community groups designed to develop community consensus on a plan of development that, to the greatest extent possible, satisfies the requirements of the County's Program for the Project, as well as the expressed needs of the community.

.4 **Zoning.** Prepare for the County materials, such as, but not limited to, sketches and exhibits, required to secure applicable zoning and architectural committee approvals and zoning variances necessary for the Project.

.5 **Project Directory.** Prepare a Project directory stating complete contact information (name, address, telephone (office, home and cellular), fax, email) for each of the Project Team members.

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DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES AND EXCLUDED SERVICES

.6 **Preliminary Project Specific Water Quality Management Plan.** Prepare for review and approval by the Department of Facilities Management's Design and Construction Division a preliminary project specific Water Quality Management Plan (WQMP) in accordance with the requirements of the applicable and adopted municipal separate storm sewer system (MS4) permit (including, without limitation, any amendments, orders and new permits that the Regional Water Quality Control Boards has issued prior to, or issues after, execution of the Agreement by County and Architect, in connection with preparation of a project-specific WQMP), which permit(s) may include any of the following three (3) MS4 permits applicable within the County of Riverside:

Order No. R8-2002-0011, NPDES No. CAS 61833 adopted by the Santa Ana Regional Water Quality Control Board on October 25, 2002 for the Santa Ana Region.

Order No. R7-2008-0001, NPDES No. CAS 617002 adopted by the Colorado River Basin Regional Water Quality Control Board on May 21, 2008 for the Whitewater River Region.

Order No. R9-2004-001, NPDES No. CAS 108766 adopted by the San Diego Regional Water Quality Control Board on July 14, 2004 for the Santa Margarita Region.

(The aforementioned permits describing the requirements for the WQMP can be provided by the Department of Facilities Management's Design and Construction Division). Architect will prepare the WQMP utilizing the approved template that can be found on Riverside County Flood Control's website at <http://www.floodcontrol.co.riverside.ca.us/> or, upon request, such template can be provided by the Department of Facilities Management's Design and Construction Division. Architect shall include all the necessary exhibits, reports, and data required for the preparation of the WQMP. Architect will make all the necessary revisions that are requested by the County to be made to the preliminary WQMP.

.7 **Municipal Facility Pollution Prevention Plan.** In accordance with the Riverside County Drainage Area Management Plan (DAMP) and the applicable MS4 permits described in Subparagraph 2.1.3.6, above, Architect shall prepare a Municipal Facilities Pollution Prevention Plan (MFPPP, or 3P). The MFPPP shall be prepared utilizing the approved template found in Appendix J of the Riverside County DAMP. Upon request, the Department of Facilities Management's Design and Construction Division can provide the Architect with the MFPPP template. The MFPPP will include the approved maintenance and inspection requirements of the structural BMPs (e.g. Treatment Control, etc.) identified in the project-specific WQMP. During the preparation of the MFPPP, the Architect, the Department of Facilities Management, and the user department for the County will coordinate inspection, maintenance, and repair responsibility of the BMPs as identified in the MFPPP. A draft MFPPP document will be prepared concurrently with the preliminary project-specific WQMP and will be reviewed by the Department of Facilities Management's Design and Construction Division.

2.1.4 DESIGN DEVELOPMENT PHASE

The Design Development Phase commences upon the end of the Schematic Design Phase and ends upon approval by County of the completed Design Development Documents.

Yes No

.1 **Design Development Documents.** Prepare, for approval by County, three (3) paper copy sets and an electronic draft of each and all of the Construction Documents, in a form that is: (1) substantially complete; (2) fully dimensioned; and (3) sufficiently developed so as to enable (a) County to obtain detailed, preliminary Contractor and Subcontractor materials take-offs and estimates of Construction Costs for the Project, and (b) Architect and other Project Team members to identify any significant obstacles

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or difficulties to achieving completion of the Project within the constraints of the Final Program, Fixed Limit, Architect's Project Schedule and Applicable Laws.

x .2 **Estimate of Construction Cost.**

x (1) Prepare, with the level of due care of a design professional and not a contractor or professional cost estimator, a detailed written Estimate of Construction Cost based upon the Design Development Documents approved by County, including recommendations to the County of opportunities for incorporation of design alternatives that will optimize quality and value consistent with the Fixed Limit, Final Program and Master Project Schedule.

x (2) Review and comment upon the detailed Estimate of Construction Cost prepared by Contractor or County's Consultant in cost estimating based upon the Design Development Documents approved by County, including recommendations to the County of opportunities for incorporation of design alternatives that will optimize quality and value consistent with the Fixed Limit, Final Program and Master Project Schedule.

x .3 **Area Calculations.** Prepare square footage area calculations, based upon the Design Development Documents approved by County, for use by County in planning, demising and allocating spaces.

x .4 **Initial Palette Presentation.** Prepare and conduct an initial, formal presentation to County of Architect's recommendations and alternatives for finish materials and equipment, including acquiring and presenting physical samples of the materials for the exterior building envelope (including, without limitation, cladding, exterior finishes, glazing, trim, ornamental metals and roofing), interior (including, without limitation, finish materials for floors, walls, ceilings, doors, finish hardware, millwork, bathroom fixtures and lighting), wayfinding and signage, and (if the Architect is providing design services related to furniture, furnishings and artwork) furniture, furnishings and artwork.

x .5 **Circulation Plan.** In consultation with County, prepare a plan for providing the entering, exiting and circulation, as appropriate to the planned uses of the Site during construction, of the County's staff, occupants, visitors and public during construction, including, without limitation, pedestrian flow (including, without limitation, access and paths of travel for persons with disabilities), vehicular flow, parking, delivery paths, fire lanes and fire hydrants.

x .6 **Access and Staging Plan.** In consultation with County and its Contractor, prepare a plan showing access and exiting for construction equipment and crews and location for on-Site parking, storage and temporary construction facilities, fencing and temporary barricades.

x .7 **Shoring Plans.** Prepare Drawings delineating design and details for shoring, underpinning or tie backs.

x .8 **Post-Tension Design.** Retain Subconsultant to develop post-tension plans, details, and calculations for the post-tension slab-on-grade foundations.

x .9 **Computer Generated Perspectives.** Prepare and present to the County () computer generated "fly-through(s)" of the exterior and interior perspectives of the structure and primary interior spaces that is (are) based on the Design Development Documents approved by the County.

x .10 **Renderings.** Prepare () rendering(s) depicting, both in black and white and color, two dimensionally and pictorially, the elevation and perspective views of the Project from four (4) directions, professionally prepared by a Subconsultant experienced in preparation of design renderings.

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- .11 **Presentation Model.** Prepare _____ () presentation model(s) professionally prepared by a Subconsultant experienced in display models, in color, and built to a scale of 1/8th = 1'0".
- .12 **Project Directory.** Prepare an updated Project directory.

2.1.5 FINAL CONSTRUCTION DOCUMENTS PHASE

The Final Construction Documents Phase commences upon the end of the Design Development Phase and ends upon approval by County of the Final Construction Documents.

Yes No

- .1 **Final Construction Documents.** Prepare, for approval by County, Final Construction Documents that are consistent with the Final Program, the in-progress Construction Documents approved by County during the Design Development Phase, Fixed Limit and the Architect's Project Schedule. Two (2) paper copy set(s) and an electronic version of the Final Construction Documents shall be submitted to County for review and approval at the point that they are (1) 50% complete, (2) 75% complete, (3) ready for submission to Governmental Authorities for plan check, and (4) completed to the point of being Final Construction Documents. Submission of Final Construction Documents shall include three (3) set of prints of all Drawings, three (3) set of the Specifications, and one (1) electronic version of all Drawings and Specifications.
- .2 **Stair Plans.** Prepare Drawings, enlarged to a scale of 1/4th=1'0", coordinated with structural dimensions, delineating dimensions of risers, treads and landings and that comply with Applicable Laws governing exiting.
- .3 **Fixture and Equipment Schedules.** Prepare schedules for fixtures and equipment, including, without limitation, bathroom fixtures and accessories.
- .4 **Tabulated Schedules.** Prepare schedules for floor, ceiling and wall finishes, doors and windows and related hardware and openings and fixtures and equipment in tabular form by room number, location number and interior elevation.
- .5 **Dynamic Analyses.** Prepare Specifications for dynamic testing and analysis of the following building elements: _____.
- .6 **Window Wall.** Prepare Drawings and Specifications setting forth all of the essential prescriptive and performance criteria necessary for the Contractor to engineer and build an exterior window wall system.
- .7 **Emergency Water Storage System.** Prepare a designed system of water storage for emergency purposes.
- .8 **Fire Protection (Suppression and Detection) Systems.** Prepare Specifications for the fire suppression and detection systems that comply with the requirements of the County's insurance carriers and Applicable Laws. Actual design by Design/Build Contractor.
- .9 **Elevator System.** Prepare Drawings and Specifications delineating elevator

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designs, including, without limitation, sizing of shafts, elevator pits and elevator machine rooms, an overall building section of the hoistway, power and lighting requirements for the equipment room and cabs, elevator cab finishes and accessories, and a system for programming operations under normal and emergency conditions (including, without limitation, the interfaces between elevator functions and the fire alarm and security systems).

x .10 **Mock-Up Criteria.** Prepare Drawings and Specifications delineating the design criteria for construction and testing of mock-ups for the following elements of the completed design:

x .11 **Energy Plan.** Prepare a preliminary energy analysis demonstrating that the Project can meet the requirements of Title 24 of the California Code of Regulations, accompanied by a brief energy usage report identifying incorporation of any energy savings devices.

x .12 **Furniture, Furnishings, Artwork.** Prepare Drawings and Specifications delineating: (1) proposed materials, textures and colors for furniture, furnishings and artwork; and (2) placement of furniture, furnishings and artwork on architectural floor plans with an identification key which clearly indicates whether the items will be new, refurbished or reused and cross references for relocated items identifying location prior to and after relocation.

.13 **Estimate of Construction Cost.**

x (1) Prepare, with the level of due care of a design professional and not a contractor or professional cost estimator, detailed written Estimates of Construction Cost based upon and submitted with each of the sets of progressive iterations of the Construction Documents that are required to be submitted by Architect to County pursuant to Subparagraph 2.1.5.1, above, including recommendations to the County of opportunities for incorporation of design alternatives that will optimize quality and value consistent with the Fixed Limit, Final Program and Master Project Schedule

x (2) Review and comment upon the detailed written Estimates of Construction Cost prepared by Contractor or County's Consultant in cost estimating that are based upon each of the sets of progressive iterations of the Construction Documents that are required to be submitted by Architect to County pursuant to Subparagraph 2.1.5.1, above, including recommendations to the County of opportunities for incorporation of design alternatives that will optimize quality and value consistent with the Fixed Limit, Final Program and Master Project Schedule.

x .14 **Area Tabulations.** Prepare tabulations of gross and assignable floor areas and parking counts.

x .15 **Final Palette Presentation.** Prepare and conduct a final, formal presentation to County for its approval of final finish materials and equipment, including acquiring and presenting physical samples of the materials for the exterior building envelope (including, without limitation, cladding, exterior finishes, glazing, trim, ornamental metals and roofing), interior (including, without limitation, finish materials for floors, walls, ceilings, doors, finish hardware, millwork, bathroom fixtures and lighting), wayfinding and signage, and (if the Architect is providing design services related to furniture, furnishings and artwork) furniture, furnishings and artwork.

x .16 **Updated Circulation, Access and Staging Plans.** Prepare an updated version of the Circulation Plan and Access and Staging Plan initially submitted during the Design Development Phase.

x .17 **Project Directory.** Prepare an updated Project directory.

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.18 Stormwater Pollution Prevention Plan. Prepare a Stormwater Pollution Prevention Plan (SWPPP) and associated monitoring plan in accordance with the requirements of the State of California General Permit for Stormwater Discharges Associated with Construction Activity (Water Quality Order 99-08-DWQ) and subsequent amendments or orders for construction activities as applicable. The Architect's engineering Subconsultant responsible for such matters shall prepare the Notice of Intent (NOI) and Notice of Termination (NOT) for the applicable Regional Water Quality Control Board and submit to same to the County's project manager. County will mail all Notices to the applicable Regional Water Quality Control Board or the State Water Resource Control Board. In addition and prior to ground disturbing activities (which may include, but are not limited to, clearing, grubbing, weed abatement, trenching, and other types of soil disturbance including grading), such engineering Subconsultant shall ensure that the Contractor's Best Management Practices are installed on-Site in accordance with the approved SWPPP that was prepared for the Project. A copy of the approved SWPPP shall be retained on the Site during the duration of construction. A draft copy of the SWPPP shall be submitted by Architect for review and approval by the County's Department of Facilities Management's Design and Construction Division prior to submittal of the NOI. Any changes requested by the Department of Facilities Management's Design and Construction Division will be implemented by Architect as revisions to the draft SWPPP and shall be re-submitted as a revised draft SWPPP. Upon final approval of the SWPPP, the Department of Facilities Management's Design and Construction Division will mail the NOI.

.19 Final WQMP. Prepare for review and approval by County's Department of Facilities Management, a final WQMP, including any changes to the preliminary WQMP as County may deem necessary or appropriate and provide two hardcopies of the final WQMP approved by County, along with a digital submission.

.20 Final MFPPP. Prepare for review and approval by County's Department of Facilities Management's Design and Construction Division, a final MFPPP, including any changes to the preliminary MFPPP as County may deem necessary or appropriate and provide two hardcopies of the final MFPPP approved by County, along with a digital submission.

2.1.6 BIDDING PHASE

The Bidding Phase shall commence upon direction by County for issuance of the Construction Documents to bidders or proposed Contractors or Separate Contractors and ends upon execution of the contracts between County and Contractor and the Separate Contractors for performance of the Work of the entire Project.

Yes No

.1 Prequalification. Recommend prequalification criteria, assist in preparation of the prequalification documents and participate in the evaluation of prequalification submittals by proposed Contractors and Separate Contractors.

.2 Addenda. Prepare and obtain approval by Governmental Authorities of Addenda for issuance to the proposed Contractors and Separate Contractors.

.3 Alternates. Prepare documentation of alternates, assist County in the ranking of alternates for bidding and assist County in the evaluation of portions of bids or price proposals relating to pricing of alternates.

.4 Substitutions. Review and evaluate requests by bidders or proposers for substitutions of products or equipment and make recommendations to County for their approval or rejection.

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- .5 **Pre-Construction Conferences.** Attend, and arrange for necessary Subconsultants to attend, all pre-bid and pre-construction Site visits, tours and conferences conducted for proposed or selected Contractors, Separate Contractors or Subcontractors.
- .6 **Clarifications.** Prepare or secure from the appropriate Project Team member responses to questions by bidders or proposers and promptly forward each question and response to County for distribution.
- .7 **Schedule of Values.** Review the list of the cost items prepared by the selected Contractor and Separate Contractors to be included in the Schedule of Values to assess whether it appears, based upon Architect's review as a design professional and not a contractor or professional estimator, to represent a fair, balanced and reasonable allocation of costs, overhead and profit.
- .8 **Plans & Specifications.** Coordinate the transmittal of all final and complete Construction Documents to the proposed Contractors and Separate Contractors to ensure that the Construction Documents used for bidding are the same as the Final Construction Documents approved by County and stamped and approved by applicable Governmental Authorities. If any differences exist, report them promptly to County.
- .9 **Bid/Proposal Evaluations.** Assist County in the review and evaluation of bids and negotiated proposals for the Work by proposed Contractors, Separate Contractors and Subcontractors.
- .10 **Negotiation of Contracts.** Assist County in the preparation and negotiation of the legal terms and conditions of the Construction Contract between County and the Contractor and the contracts between County and Separate Contractors; provided, however, that County shall remain solely responsibility for the legal enforceability and sufficiency of such terms and conditions and provided further, that nothing herein shall be interpreted as authorizing or requiring the Architect to furnish legal advice to County.
- .11 **Multiple and Sequential Bid Packages.** Provide services for the implementation of multiple bid packages and sequential bidding.
- .12 **Long Lead Items.** Identify and recommend to the County a schedule for procurement of long lead time items and assist County in implementing such recommendations.
- .13 **Project Directory.** Prepare an updated Project directory.

2.1.7 CONSTRUCTION PHASE

The Construction Phase commences, following execution of the contract between County and Contractor, upon commencement by Contractor of performance of the Work and ends thirty (30) Days after Final Completion of the entirety of the Work.

Yes No

- .1 **General Obligation.** Unless and except otherwise indicated in this Paragraph 2.1.7, provide all services required by the Agreement or the General Conditions for the administration of the construction by the Contractor and Separate Contractors.
- .2 **Meeting Minutes.** Prepare and distribute preconstruction and construction

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meeting minutes.

.3 Site Observations. Observe construction at the Site as it progresses, as and when appropriate to the stage and progress of the Work and the needs of the Project, but not less frequently than monthly, for the purpose of: (1) ascertaining in general that the character, scope, quality and detail of construction (including workmanship and materials) comply with the Contract Documents, County's directives, approved Submittals, Architect clarifications and requirements of Applicable Laws; (2) evaluating the progress of the Work; (3) evaluating the suitability of the Project, or any portion designated by County, for use or occupancy; (4) investigating and responding to design and constructibility issues or questions of concern to any Project Team member, or as noted in any inspection reports furnished to Architect; (5) observing the overall quality of Contractor's performance; (6) reviewing specifically and in detail the visible condition of the construction of structural components, building systems and other crucial components of the Work; and (7) observing the performance of specified or directed tests significant to the acceptability of components of the Work. Such observations shall be separate from any inspections which may be provided by inspectors retained by County, Contractor, Separate Contractors or others and such inspections shall not relieve Architect of its responsibilities under the Agreement. Any Subconsultant who has prepared designs or specifications shall be responsible to conduct such observations, in accordance with the provisions of this Subparagraph, only as to those portions of the Work that he/she has so designed or specified.

.4 Site Observation Reports. Within three (3) working days after the occurrence of a Site observation by Architect or a Subconsultant, submit to County, in accordance with a format approved in advance by County, a written report detailing the observations made at the Site.

.5 Fabricated Materials. Check fabricated materials and equipment located on or outside the Site when such checks are required by the Contract Documents.

.6 Applications for Payment. If and when requested by County, evaluate Applications for Payment by the Contractor and Separate Contractors and the data comprising Applications for Payment and provide recommendations (and, if requested by County, issue certifications using the current Forms G702 and G703 published by the American Institute of Architects or other forms satisfactory to County) as to whether the Work has progressed to the point indicated in such Applications for Payment and whether, to the best of Architect's knowledge based on its periodic observations conducted at the Site, the Work is in accordance with the Contract Documents; provided, however, that any of Architect's recommendations or certifications in that regard are subject to: (1) an evaluation of the Work upon Substantial Completion; (2) the results of subsequent tests and inspections; (3) minor deviations from the Contract Documents correctable prior to Final Completion; and (4) specific qualifications expressed by Architect that are consistent with its obligations under this Agreement.

.7 Substantial Completion, Final Completion. Accompany and assist County in evaluating (and, if requested by County, issue certifications using the current Form G704 published by the American Institute of Architects or other forms satisfactory to County) Substantial Completion and Final Completion and the status of Contractor's and Separate Contractors' performance of "punch lists" of minor items of Work to be completed or corrected for Substantial Completion and Final Completion and advise the County whether punch list items have been completed in accordance with the requirements of the Contract Documents.

.8 Interpretations. If requested by County, issue interpretations and clarifications, in narrative form or in the form of revised Drawings or Specifications, as appropriate. Unless otherwise directed by County, such clarifications and interpretations shall be transmitted to the County in writing for distribution, as County deems appropriate, to other designated Project Team members and shall not be

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communicated to any other Project Team member (other than County) by Architect or its Subconsultants unless approved by County in writing.

.9 Requests for Information. Architect shall provide responses to requests for information to the County within seven (7) Days after Architect receives such request from Contractor or a Separate Contractor, except that responses to request for information that the Contractor or a Separate Contractor has labeled as "critical" shall be provided within three (3) Days after receipt by Architect. Unless otherwise directed by County, such responses shall be transmitted to the County in writing for distribution, as County deems appropriate, to other designated Project Team members and shall not be communicated to any other Project Team member (other than County) by Architect or its Subconsultants unless approved by County in writing.

.10 Design Changes and Clarifications. Prepare Drawings and Specifications in connection with the issuance of Construction Change Directives, Change Orders and responses to requests for information by Contractor and Separate Contractors, and where required secure approvals thereof by Governmental Authorities in accordance with Applicable Laws per Article 3 of the Agreement.

.11 Assistance in Evaluation of Changes, Claims. Provide advice and support to County in evaluating the Contractor's and Separate Contractors' entitlement to additional costs, time extensions and claims and assist County in the resolution thereof.

.12 Tracking of Changes, Claims. Log, track and issue such reminders to other Project Team members as necessary to expedite processing of Change Orders, Construction Change Directives, responses to requests for information and claims.

.13 Submittals. Review and approve (or take such other action leading to the correction, resubmittal and ultimate approval by Architect) Submittals for the limited purpose of checking for conformance with the information given in, and the design concept expressed by, the Contract Documents. Architect's action shall be taken with such reasonable promptness, not to exceed in any event twenty-one (21) Days, so as to not Delay progress of the Work of the Contractor or the Separate Contractors, while allowing a reasonable time for such professional review. Such review shall not constitute approval of safety precautions or, unless specifically required by the Contract Documents, the Contractor's means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification by a Contractor or a Separate Contractor, or any Subcontractor, of performance characteristics of materials, systems or equipment is required by the Contract Documents, Design Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. Architect shall, if requested by County, log, track and issue such reminders to other Project Team members as necessary to expedite processing of Submittals.

.14 Change Orders, Construction Change Directives. Provide services for the preparation of revisions in Design Documents in connection with the issuance of Construction Change Directives and Change Orders.

.15 Claims. Provide services to assist in evaluating claims on the part of the Contractor or a Separate Contractor; provided, however, that nothing herein shall be interpreted as obligating the County to compensate Architect where the claim or any defense to the claim is based, in whole or in part, on an allegation asserted, in good faith, that Architect or a Subconsultant was negligent or that Architect has violated an obligation under this Agreement.

.16 Destruction of Work. Provide consultation and services concerning replacement of Work damaged during construction by fire or other cause.

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.17 Record Documents.

(1) Promptly and continuously throughout the Construction Phase, update the Construction Documents to incorporate changes to the Work reflected in Change Orders, Construction Change Directives, Submittal revisions requested by Architect or its Subconsultants and responses by Architect or its Subconsultants to requests for information or clarification from Contractor or Separate Contractors. Such updating shall be accomplished electronically, using AutoCAD, Adobe Acrobat or other software satisfactory to the County. Architect shall transmit the updated Construction Documents to the Contractor or Separate Contractors on a frequent and regular basis, no less frequently than monthly or as often as required to maintain the progress of the Work, to allow for prompt pricing of Changes Orders and to facilitate performance by Contractor and Separate Contractors of their obligations with respect to posting and maintaining Record Drawings and Specifications.

(2) Review the Record Documents assembled by the Contractor and Separate Contractors to determine if the assembly is complete and in the form required by the Contract Documents.

(3) Review Record Documents submitted by the Contractor and Separate Contractors to determine if the information contained therein is internally consistent and corresponds to the condition of the visible, non-concealed conditions at the Site at the time of Final Completion. If a discrepancy is noted by Architect in the course of its review, return the Record Documents to County with a notation of the discrepancy, who shall coordinate further review and correction by the Contractor or Separate Contractors.

(4) Certify in writing that, to the best of Architect's knowledge based upon Architect's review of the visible, non-concealed conditions at the Site and other available as-built information, the Record Drawings and Specifications accurately depict the actual, as-built condition of the Project.

(5) Based upon the Record Documents prepared by the Contractor and Separate Contractors and any other information available to Architect concerning the as-built conditions of the Work (including, without limitation, any conditions noted by Architect, Subconsultants or County Consultants during the commissioning), Architect shall within two (2) month(s) after Final Completion, convert the Contractor's and Separate Contractors' complete and corrected Record Documents to a fully consolidated and coordinated final electronic set (using CAD) of Record Documents.. Such Record Documents shall be prepared by Architect's neatly inserting, accurately annotating and thoroughly cross-referencing, in a single, record set of electronically prepared Drawings and Specifications, all of the information available concerning the as-built condition of the Project. Architect shall, upon completion thereof mark each page of the Record Drawings and the cover page of the Record Specifications prominently with: (1) the words "Record Documents"; and (2) the Architect's manual signature certifying that: "Based upon Architect's review of the visible, non-concealed conditions at the Site and other available as-built information, these Drawings and Specifications have been approved by Architect as accurately depicting the actual, as-built condition of the Project."

.18 Square Footage Calculations. Prepare one (1) set of final square footage area calculations after Final Completion of the Project for use by County in planning, demising and allocating spaces for sale or lease.

.19 Full-Time Site Representative. Provide the services of a full-time representative at the Site.

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- x .20 **Site Office.** Provide and maintain a temporary office trailer at the Site.

- x .21 **Mitigation Monitoring and Reporting Program.** In compliance with the California Environmental Quality Act (CEQA), ensure that the Mitigation Monitoring and Reporting Program (MMRP) as part of the CEQA compliance process noted previously in Paragraph 2.1.2.15, above, is implemented prior to and during ground disturbing activities (ground disturbing activities may include, but are not limited to, grading, clearing, grubbing, weed abatement, trenching, equipment staging, and other types of soil disturbance).

2.1.8 POST-COMPLETION PHASE

Yes No

- x Conduct, with participation of each of the Subconsultants, a review of the Project ten (10) months after Final Completion for the purpose of observing the condition in the Work. Within thirty (30) Days after completion of such review, make written recommendations to County for the correction of any Defective Work discovered. Architect shall be accompanied by County during such review of the Work. The number of work hours by Architect and its Subconsultants to complete such review and written recommendations shall not exceed a total of ____ (____) hours. Hours expended due to conditions encountered that are attributable to the negligence of Architect or its Subconsultants or the failure by Architect to comply with this Agreement shall not be included in the aforementioned calculation of hours and shall be provided at Architect's Own Expense. Hours expended for such services that are in excess of the maximum number of hours stated herein shall, if and to the extent approved in advance in writing by County, be compensated as Additional Services.



PROJECT Roy's Desert Springs Tenant Improvement

FM No.: FM08410008267

CONTRACT VALUE: \$1,089,500.00

LIQUIDATED DAMAGES: \$2,500.00

CONTRACTOR: Fischer, Inc.

BID CATEGORY: 12 Plumbing and Site Utilities

TIME FOR COMPLETION: 450 Days

JUN 11 2019 3.9

AGREEMENT FORM

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 5th DAY OF APRIL, **2019**, by and between the **County of Riverside** ("County") and **Fischer, Inc.** ("Contractor") ("Agreement").

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

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

PROJECT: **Roy's Desert Springs Tenant Improvement** ("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 01 32 16 for completion time line expectations from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.
5. **Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the County for all loss and damage that the County may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The County shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain

and determine the actual damage that the County will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the County the sum of **Two Thousand Five Hundred** dollars (**\$2,500.00**) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

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

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

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

- 7. Loss Or Damage:** The County and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
- 8. Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
- 9. Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the County, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 10. County Representatives:** Contractor hereby acknowledges that the Architect(s), County's Agent and the Project Inspector(s) have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any monies due or to become due thereunder, may be assigned by the Contractor without the written approval of the County, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type A, B, C16, C36 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:

One Million Eighty-Nine Thousand Five Hundred Dollars

(\$1,089,500.00),

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

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

IN WITNESS WHEREOF, accepted and agreed on the last signature date indicated below:

"COUNTY" COUNTY OF RIVERSIDE
COUNTY OF RIVERSIDE

Date: JUN 11 2019

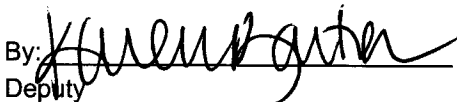
By: 
KEVIN JEFFRIES, Chairman
Board of Supervisors

ATTEST:

~~KECIA HARPER-HEM~~

Clerk of the Board

Date: JUN 11 2019

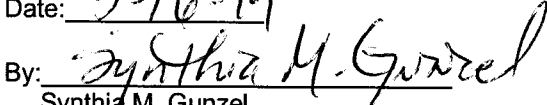
By: 
Deputy
(SEAL)

APPROVED AS TO FORM:

GREGORY P. PRIAMOS

County Counsel

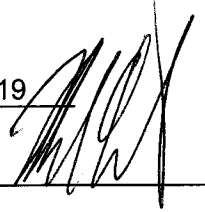
Date: 5-16-19

By: 
Synthia M. Gunzel
Chief Deputy County Counsel

"CONTRACTOR"

Fischer, Inc.

Date: April 5, 2019

By: 
(type name)

Title: Mike Fischer, President

The following information must be provided concerning the Contractor:

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

Corporation

If "other", enter legal form of business:

Enter address:

1372 W. 26 th Street
San Bernardino CA 92405-1434

Telephone: 909-881-2910

Facsimile: 909-881-5761

Email: beth@fischerinc.us

Employer State: CA

Tax ID #: 20-2020904

State Contractor License #853357

DIR Registration #: 1000000857

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

If Contractor is a corporation, state: CA

Name of President: Mike Fischer

Name of Secretary: Mike Fischer

State of Incorporation: CA

This bond shall take effect upon approval to proceed with award of construction by the County, and after the Chairman of the Board signs the Agreement form.

ORIGINAL

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

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Roy's Desert Springs Tenant Improvement (Project Name)

("Contract") which Contract dated _____, 2019, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and Merchants Bonding Company (Mutual), ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of **One Million Eighty-Nine Thousand Five Hundred Dollars (\$1,089,500.00)** lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the

same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, ^{four (4)} ~~two (2)~~ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 3rd day of April, 2019.

(Affix Corporate Seal)

Fischer, Inc.

Principal

By MICHAEL G. FISCHER, PRESIDENT

Merchants Bonding Company (Mutual)

Surety

By JULIA B. BALES, ATTORNEY IN FACT

Inland Surety Bonds and Insurance Services

Name of California Agent of Surety

3390 University Avenue, Suite 300

Riverside, CA 92501

Address of California Agent of Surety

951-788-8581

Telephone Number of California Agent of Surety

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

This bond shall take effect upon approval to proceed with award of construction by the County, and after the Chairman of the Board signs the Agreement form.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Merchants Bonding Company (Mutual)

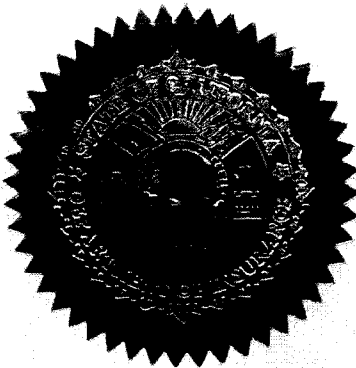
of Iowa, organized under the laws of Iowa, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety, Liability, and Miscellaneous

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

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

IN WITNESS WHEREOF, effective as of the 1st day of October, 2015, I have hereunto set my hand and caused my official seal to be affixed this 1st day of October, 2015.



Dave Jones
Insurance Commissioner

Valerie Sarfaty
for Nettie Hoge
Chief Deputy

By

NOTICE:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

Julia Bo Bales; Kenneth A Coate

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

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

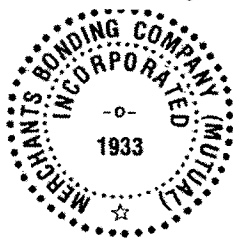
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

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

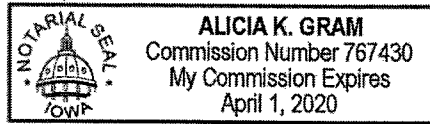


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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



Alicia K. Gram
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of APR 03 2019.



William Warner Jr.
Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Riverside)
On APR 03 2019 before me, Karina J. Alvarado, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Julia B. Bales
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature K Alvarado
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Julia B. Bales
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: no other signers
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Bernardino)

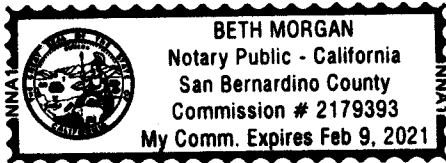
On April 4, 2019 before me, Beth Morgan, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael G. Fischer
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Beth Morgan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

This bond shall take effect upon approval to proceed with award of construction by the County, and after the Chairman of the Board signs the Agreement form.

ORIGINAL

PERFORMANCE BOND
(100% of Contract Price)

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Roy's Desert Springs Tenant Improvement (Project Name)

("Contract") which Contract dated _____, 2019, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we, the Principal, and Merchants Bonding Company (Mutual) ("Surety"), an admitted surety insurer pursuant to code of Civil Procedure, Section 995.120, are held and firmly bound unto the County in the penal sum of **One Million Eighty-Nine Thousand Five Hundred DOLLARS (\$1,089,500.00)**, lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

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

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

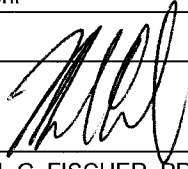
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby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

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

IN WITNESS WHEREOF, ^{four (4)} ~~two (2)~~ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 3rd day of April, 2019.

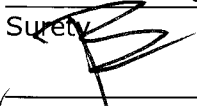
(Affix Corporate Seal)

Fischer, Inc.
Principal



By MICHAEL G. FISCHER, PRESIDENT

Merchants Bonding Company (Mutual)
Surety



By JULIA B. BALES, ATTORNEY IN FACT

Inland Surety Bonds and Insurance Services
Name of California Agent of Surety
3390 University Avenue, Suite 300
Riverside, CA 92501

Address of California Agent of Surety

951-788-8581

Telephone Number of California Agent of Surety

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

This bond shall take effect upon approval to proceed with award of construction by the County, and after the Chairman of the Board signs the Agreement form.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Merchants Bonding Company (Mutual)

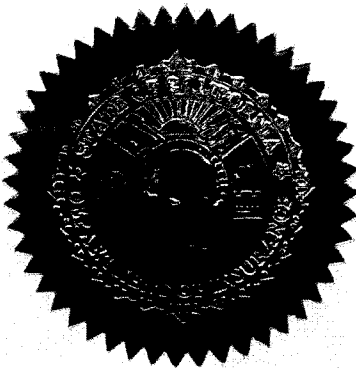
of Iowa, organized under the laws of Iowa, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety, Liability, and Miscellaneous

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

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

IN WITNESS WHEREOF, effective as of the 1st day of October, 2015, I have hereunto set my hand and caused my official seal to be affixed this 1st day of October, 2015.



Dave Jones
Insurance Commissioner

Valerie Sarfaty
for Nettie Hoge
Chief Deputy

By

NOTICE:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

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

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

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

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

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

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

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



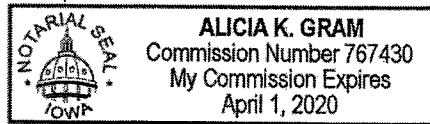
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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



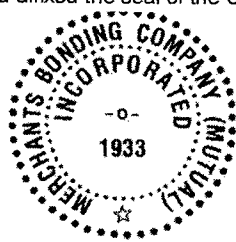
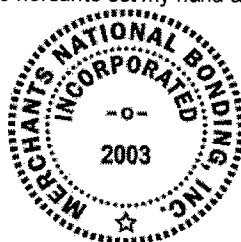
Alicia K. Gram

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of APR 03 2019.



William Warner Jr.

Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Riverside)

On APR 03 2019 before me, Karina J. Alvarado, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Julia B. Bales
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Karinarado
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Julia B. Bales

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

Signer Is Representing: _____

Signer's Name: no other signers

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

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Bernardino)

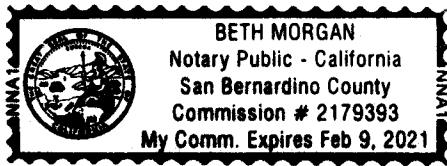
On April 4, 2019 before me, Beth Morgan, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael G. Fischer
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Beth Morgan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

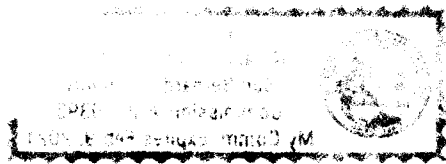
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2019

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

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

PRODUCER CA LIC 0B29370 1-925-244-7700 Edgewood Partners Insurance Centers (EPIC) [Inland Empire - Branch ID 14542] P.O. Box 5003 San Ramon, CA 94583	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 925-244-7700 FAX (A/C, No): 925-901-0671 E-MAIL ADDRESS: EPICcerts@epicbrokers.com														
INSURED Fischer Inc. 1372 West 26th Street San Bernardino, CA 92405	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: MT HAWLEY INS CO</td> <td>37974</td> </tr> <tr> <td>INSURER B: FINANCIAL PACIFIC INS CO</td> <td>31453</td> </tr> <tr> <td>INSURER C: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER D: INSURANCE CO OF THE WEST</td> <td>27847</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: MT HAWLEY INS CO	37974	INSURER B: FINANCIAL PACIFIC INS CO	31453	INSURER C: TRAVELERS PROP CAS CO OF AMER	25674	INSURER D: INSURANCE CO OF THE WEST	27847	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 55890748** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		MGL0189218	02/01/19	02/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		60513120	02/01/19	02/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ZUP71M9203319NF	02/01/19	02/01/20	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WSD504245900	08/03/18	08/03/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Roy's Desert Springs Tenant Improvements
 ADDITIONAL INSURED: County of Riverside, its trustees, employees and agents, the State of California, Program Manager(s), Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s)

CERTIFICATE HOLDER

County of Riverside

 3403 10th Street, Suite 400

 Riverside, CA 92501

 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



3000 Executive Parkway
Suite 325
San Ramon, CA 94583
Phone 925.244.7700
Fax 925.901.0244

To:	Whom it may concern
From:	EPIC Insurance Brokers & Consultants
Named Insured:	Fischer Inc.
Policy Number(s):	MGL0189218;60513120;ZUP71M9203319NF; WSD504245900
RE:	Notice of Cancellation

Should the above described policy be cancelled before the expiration date thereof, we will mail 30 days written notice to the Certificate Holder; except, 10 days notice for non-payment of premium. ✓

Sincerely,

Valerie Dawson-Chavez

Account Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

However:

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

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

Primary And Noncontributory Insurance

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

All persons or organizations where required by written contract.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):	
All Projects	
General Aggregate Capped At:	\$10,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All Projects

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

The following exclusion is added to paragraph 2., **Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION 1 – COVERAGES)**:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

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

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair - Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Borrowed Auto Physical Damage	6
Mental Anguish	7
Extended Cancellation Condition	7

The COVERAGE INDEX set forth above is informational only and grants no coverage.

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

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

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

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

B. BROADENED LIABILITY COVERAGES

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

(Broad Form Insured)

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

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

(Employee as Insureds)

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

(Additional Insured Status by Contract, Agreement or Permit)

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

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

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

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

C. BROADENED SUPPLEMENTARY PAYMENTS

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

(Ball Bond Coverage)

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

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

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

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

5. Fellow Employee

"Bodily Injury":

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

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

E. BROADENED PHYSICAL DAMAGE COVERAGES

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

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

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

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

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

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

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

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

The following language is added to 4. Coverage Extensions:

(Extra Expense - Theft)

c. Theft Recovery Expense

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

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

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

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

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

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

(Locksmith Coverage)

g. Locksmith Coverage

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

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

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

(Airbag Accidental Discharge)

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

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

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

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

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

(Auto Loan/Lease Total Loss Protection)

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

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

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

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

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

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

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

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

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

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

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

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

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

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

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

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

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

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

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

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

(2) Limit of Insurance For This Section

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

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

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

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

(4) Definitions For This Section

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

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

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

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

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

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

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

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	Job Description
Any person/organization when required by written contract.	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 08/03/2018 Policy No. WSD 5042459 00 Endorsement No.

Insured FISCHER INC Premium

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By _____

Financial Pacific Insurance Company

A.M. Best #: 000143 NAIC #: 31453 FEIN #: 680111081

Mailing Address

P.O. Box 73909
Cedar Rapids, IA 52407-3909
United States

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Web: www.ufginsurance.com

Phone: 319-399-5700

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Based on A.M. Best's analysis, 058589 - United Fire Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	g (Group)
Financial Size Category:	XI (\$750 Million to \$1 Billion)
Outlook:	Stable
Action:	Affirmed
Effective Date:	November 16, 2018
Initial Rating Date:	June 06, 1994

Long-Term Issuer Credit Rating View Definition

Long-Term:	a
Outlook:	Stable

Action: Affirmed
Effective Date: November 16, 2018
Initial Rating Date: March 20, 2006

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Robert Valenta

Director: Raymond Thomson, CPCU, ARe, ARM

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

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Press Release

A.M. Best Affirms Credit Ratings of United Fire Group, Inc. and Its Property/Casualty Subsidiaries
November 16, 2018

Rating History

A.M. Best has provided ratings & analysis on this company since 1994.

Financial Strength Rating

Effective Date Rating


11/16/2018	A
9/29/2017	A
9/15/2016	A
4/23/2015	A
4/30/2014	A

Long-Term Issuer Credit Rating


Effective Date Rating

11/16/2018	a
9/29/2017	a
9/15/2016	a
4/23/2015	a
4/30/2014	a

Best's Credit Reports

 Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 3/27/2019 (represents the latest significant change).

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

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Press Releases

<u>Date</u>	<u>Title</u>
Nov 16, 2018	A.M. Best Affirms Credit Ratings of United Fire Group, Inc. and Its Property/Casualty Subsidiaries
Sep 29, 2017	A.M. Best Affirms Credit Ratings of United Fire Group, Inc. and Its Property/Casualty Subsidiaries
Sep 15, 2016	A.M. Best Affirms Credit Ratings of United Fire Group, Inc. and Its Subsidiaries
Apr 23, 2015	A.M. Best Affirms Ratings of United Fire Group, Inc. and Its Subsidiaries; Assigns Ratings to UFG Specialty Insurance Company
Apr 30, 2014	A.M. Best Affirms Ratings of United Fire Group, Inc. and Its Subsidiaries
May 16, 2013	A.M. Best Revises Outlook to Stable and Affirms Ratings of United Fire Group, Inc. and Its Subsidiaries
Jun 11, 2012	A.M. Best Affirms Ratings of United Fire Group, Inc. and Its Subsidiaries
May 16, 2011	A.M. Best Revises Outlook to Negative for Mercer Insurance Group; Affirms Ratings of United Fire & Casualty Group & United Life
Dec 02, 2010	A.M. Best Places Ratings of Mercer Insurance Group and Mercer Insurance Group, Inc. Under Review With Negative Implications
Jun 21, 2010	A.M. Best Revises Outlook To Stable From Negative For Mercer Insurance Group and Its Members

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COMPANY PROFILE

Company Information

FINANCIAL PACIFIC INSURANCE COMPANY

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

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

Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: 0248 UNITED FIRE & CAS GRP

Lines Of Business

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

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

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Mt. Hawley Insurance Company

A.M. Best #: 002591 NAIC #: 37974 FEIN #: 371072999

Domiciliary Address

9025 North Lindbergh Drive
Peoria, IL 61615
United States

Web: www.rlicorp.com

Phone: 309-692-1000

Fax: 309-689-8676



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

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Based on A.M. Best's analysis, 058460 - RLI Corp. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A+ (Superior)
Affiliation Code: g (Group)
Financial Size Category: XI (\$750 Million to \$1 Billion)
Outlook: Stable
Action: Affirmed
Effective Date: October 25, 2018
Initial Rating Date: June 30, 1980


Long-Term Issuer Credit Rating View Definition

Long-Term: aa
Outlook: Stable


Effective Date Rating

10/25/2018	aa
9/29/2017	aa
9/23/2016	aa
6/4/2015	aa
6/3/2014	aa

Best's Credit Reports

 Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 11/12/2018 (represents the latest significant change).

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

View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
Oct 25, 2018	A.M. Best Affirms Credit Ratings of RLI Corp. and Its Subsidiaries
Sep 29, 2017	A.M. Best Affirms Credit Ratings of RLI Corp., RLI Ins Co., Mt. Hawley Ins Co. and Contractors Bonding and Ins Co.
Sep 23, 2016	A.M. Best Affirms Credit Ratings of RLI Corp., RLI Insurance Co., Mt. Hawley Insurance Co. and Contractors Bonding and Ins. Co.
Dec 03, 2015	A.M. Best Withdraws Ratings of RLI Indemnity Company
Jun 04, 2015	A.M. Best Affirms Ratings of RLI Corp., RLI Insurance Co., Mt. Hawley Insurance Co. and Contractors Bonding and Insurance Co.
Jun 02, 2015	A.M. Best Places Ratings RLI Indemnity Company Under Review With Negative Implications
Jun 03, 2014	A.M. Best Upgrades Issuer Credit Rating of Contractors Bonding and Insurance Company
Jun 17, 2013	A.M. Best Affirms Ratings of RLI Corp. and Its Subsidiaries
Jun 12, 2012	A.M. Best Upgrades Issuer Credit Ratings of RLI Corp. and Its Subsidiaries
Jun 20, 2011	A.M. Best Revises Issuer Credit Rating Outlook to Positive for RLI Corp. and Its Primary Subsidiaries

1 2 Page size: 10 18 items in 2 pages

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Action: Affirmed
Effective Date: October 25, 2018
Initial Rating Date: June 27, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Edin Imsirovic

Director: Jacqualene Lentz, CPA

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

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Press Release

A.M. Best Affirms Credit Ratings of RLI Corp. and Its Subsidiaries
October 25, 2018

Rating History

A.M. Best has provided ratings & analysis on this company since 1980.

Financial Strength Rating

Effective Date Rating

10/25/2018	A+
9/29/2017	A+
9/23/2016	A+
6/4/2015	A+
6/3/2014	A+

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Illinois Union Insurance Company (Illinois)	12/22/1995
Independent Specialty Insurance Company (Delaware) (Domicile Changed from Ohio to Delaware and name changed from Fireman's Fund Insurance Company of Ohio effective January 30, 2017)	05/19/1999
Indian Harbor Insurance Company (Delaware) (Domicile changed from North Dakota to Delaware effective 07/01/2013)	12/08/1995
Interstate Fire & Casualty Company (Illinois)	10/20/1995
Ironshore Europe DAC (Ireland)	02/05/2019
Ironshore Insurance Ltd. (Bermuda)	07/20/2011
Ironshore Specialty Insurance Company (Arizona)	10/02/2008
James River Insurance Company (Ohio) (Name changed from Fidelity Excess and Surplus Insurance Company effective 07/07/03)	08/04/1995
Lancashire Insurance Company (UK) Limited (U.K.)	11/17/2010
Landmark American Insurance Company (New Hampshire) (Domicile changed from Oklahoma to New Hampshire effective October 28, 2016)	09/30/2003
Lexington Insurance Company (Delaware)	07/28/1995
Liberty Mutual Insurance Europe Limited (U.K.) (Name changed from Liberty Mutual Insurance (U.K.) Limited effective 10/21/2003)	10/27/1995
Liberty Surplus Insurance Corporation (New Hampshire)	12/18/1997

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M - P

Insurer	Date Approved
The Marine Insurance Company Limited (UK)	11/03/1995
Markel International Insurance Company Limited (U.K.) (Name changed from Terra Nova Insurance Company Limited, effective 11/04/2002)	10/27/1995
Maxum Indemnity Company (Connecticut) (Domicile changed from Delaware to Connecticut effective December 1, 2016) (Name changed from Caliber One Indemnity Company, effective 01/02/2003)	09/29/1998
Mercer Insurance Company (Pennsylvania)	06/10/2016
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 (Texas) (Domicile changed from Pennsylvania to Texas effective 04/25/2018) (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

Insurance Company of the West

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

Mailing Address

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

[View Additional Address Information](#)

Web: www.icwgroup.com

Phone: 858-350-2400

Fax: 858-350-2792



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

[View additional news, reports and products for this company.](#)

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

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A (Excellent)
Affiliation Code: p (Pooled)
Financial Size Category: XII (\$1 Billion to \$1.25 Billion)
Outlook: Stable
Action: Upgraded
Effective Date: October 18, 2018
Initial Rating Date: June 30, 1978

Long-Term Issuer Credit Rating View Definition

Long-Term: a
Outlook: Stable

Action: Upgraded
Effective Date: October 18, 2018
Initial Rating Date: July 30, 2007

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Financial Analyst: Samiksha Gupta

Associate Director : Robert Raber

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

View A.M. Best's Rating Disclosure Form

Press Release

A.M. Best Upgrades Credit Ratings of Insurance Company of the West and Its Subsidiaries
October 18, 2018

Rating History

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

Financial Strength Rating

Effective Date Rating


10/18/2018	A
10/6/2017	A-
9/15/2016	A-
9/17/2015	A-
9/4/2014	A-

Long-Term Issuer Credit Rating


Effective DateRating

10/18/2018	a
10/6/2017	a-
9/15/2016	a-
9/17/2015	a-
9/4/2014	a-

Best's Credit Reports

 Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 1/17/2019 (represents the latest significant change).

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Press Releases

<u>Date</u>	<u>Title</u>
Oct 18, 2018	A.M. Best Upgrades Credit Ratings of Insurance Company of the West and Its Subsidiaries
Oct 06, 2017	A.M. Best Revises Outlooks to Positive for Insurance Company of the West and Its Subsidiaries

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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
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER

Travelers Property Casualty Company of America

A.M. Best #: 004461 NAIC #: 25674 FEIN #: 362719165

Domiciliary Address

One Tower Square
Hartford, CT 06183
United States

Web: www.travelers.com

Phone: 860-277-0111

Fax: 860-277-7002



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

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A++ (Superior)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: October 31, 2018
Initial Rating Date: June 30, 1972

Long-Term Issuer Credit Rating View Definition

Long-Term: aa+
Outlook: Stable

Action: Affirmed
Effective Date: October 31, 2018
Initial Rating Date: April 18, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Gregory Dickerson

Director: Jennifer Marshall, CPCU, ARM

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

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Press Release

A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
October 31, 2018

Rating History

A.M. Best has provided ratings & analysis on this company since 1972.

Financial Strength Rating

Effective Date Rating

10/31/2018 A++

10/5/2017 A++

7/22/2016 A++

5/28/2015 A++


5/23/2014 A++

Long-Term Issuer Credit Rating


Effective Date Rating

10/31/2018	aa+
10/5/2017	aa+
7/22/2016	aa+
5/28/2015	aa+
5/23/2014	aa+

Best's Credit Reports

 Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 11/26/2018 (represents the latest significant change).

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

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Press Releases

<u>Date</u>	<u>Title</u>
Oct 31, 2018	A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
Oct 05, 2017	A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Subsidiaries
Jul 22, 2016	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 28, 2015	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 23, 2014	A.M. Best Upgrades Ratings of The Travelers Companies, Inc. and Most of Its Subsidiaries
May 30, 2013	A.M. Best Revises Outlook to Positive for The Travelers Companies, Inc. and Most of Its Subsidiaries
May 10, 2012	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 26, 2011	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
Jun 08, 2010	A.M. Best Upgrades Issuer Credit Ratings of Travelers Group
Jun 03, 2008	A.M. Best Affirms Ratings of Travelers Insurance Companies and Several of Its Subsidiaries

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COMPANY PROFILE

Company Information

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

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

Old Company Names

Effective Date

TRAVELERS INDEMNITY COMPANY OF ILLINOIS (THE)

01/12/2005

Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: 3548 Travelers Grp

Lines Of Business

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

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

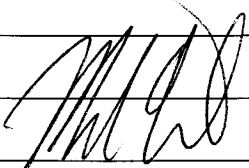
HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO **Roy's Desert Springs Tenant Improvement** ("Project") between County of Riverside ("County") and **Fischer, Inc.** ("Contractor").

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

Date: April 5, 2019

Proper Name of Contractor: Fischer, Inc.

Signature: 

Print Name: Mike Fischer

Title: President

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **Roy's Desert Springs Tenant Improvement** ("Project") between the County of Riverside ("County") and Fischer, Inc. ("Bidder").

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.

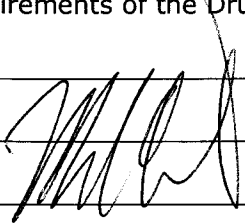
I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that 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: April 5, 2019

Proper Name of Bidder: Fischer, Inc.

Signature: 

Print Name: Mike Fischer

Title: President

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: **Roy's Desert Springs Tenant Improvement** ("Project") between County of Riverside ("County") and Fischer, Inc. ("Bidder").

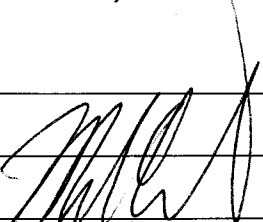
I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

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: April 5, 2019

Proper Name of Bidder: Fischer, Inc.

Signature: 

Print Name: Mike Fischer

Title: President

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Roy's Desert Springs Tenant Improvement ("Project") between County of Riverside ("County") and Fischer, Inc. ("Contractor").

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

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

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

Name of firm ("Firm"): FST SAND & GRAVEL, INC.

Mailing address: P.O. Box 2798 CORONA CA 92878-2798

Addresses of branch office used for this Project: 21780 TEMESCAL CYN ROAD, CORONA CA 92883

If subsidiary, name and address of parent company: _____

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

Date: April 5, 2019

Proper Name of Firm: FST SAND & GRAVEL, INC.

Signature: FRANCIS

Print Name: FRANCES MARTINEZ

Title: SALES/CUSTOMER SERVICE