

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



**ITEM: 3.14  
(ID # 15352)**

**MEETING DATE:**  
Tuesday, July 20, 2021

**FROM :** FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM :

**SUBJECT:** FACILITIES MANAGEMENT (FM) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM: Riverside University Health System Medical Center Coronavirus Disease 2019 Emergency Department Negative Pressure Project - Approval of Agreement with CannonDesign, Inc. and Approval of Notices of Completion for Tilden-Coil Constructors, Inc., ACCO Engineered Systems, Inc., and CannonDesign, Inc., District 5. [\$458,966, 100% RUHS Enterprise Fund 40050 to be Reimbursed by CARES Act (Previously approved Budget)] (Clerk to Record Notices of Completion)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify, receive, and file the attached agreement with CannonDesign Builders, Inc. (CannonDesign) in the amount of \$128,380 for the Riverside University Health System Medical Center Coronavirus Disease 2019 Emergency Department Negative Pressure (RUHS-MC COVID-19 ED Negative Pressure) Project and authorize the Chair of the Board (Chair) to execute the agreement on behalf of the County;
2. Accept the RUHS-MC COVID-19 ED Negative Pressure Project as complete, and authorize the Chair of the Board to execute the Notices of Completion for Tilden-Coil Constructors, Inc. (Tilden-Coil), ACCO Engineered Systems, Inc. (ACCO), and CannonDesign;

Continued on page 2

**ACTION:Policy, CIP**

  
Rose Saigado, Director of Facilities Management 7/2/2021


  
Jennifer Cruikshank, Chief Executive Officer - Health System 7/7/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: July 20, 2021  
xc: FM, RUHS, Recorder

Kecia R. 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:

3. Direct the Clerk of the Board to record the attached Notices of Completion; and
4. Approve the reduction of the contract retention for Tilden-Coil, ACCO, and CannonDesign from 5% to 2.5% and authorize the release of the undisputed retained funds in the amount of \$241,339 to Tilden-Coil, \$82,828 to ACCO, and \$6,419 to CannonDesign, in accordance with the contract terms and applicable law, per the General Conditions of the contract.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 458,966	\$ 0	\$ 458,966	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> RUHS Enterprise Fund 40050 to be Reimbursed by CARES Act – 100% (Previously approved Budget)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2021/22	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On October 27, 2020, Item 3.9, the Board of Supervisors (Board) approved in-principle and project budget of \$7,607,802 for the RUHS-MC COVID-19 ED Negative Pressure Project. In the same Board action, the Board approved the emergency construction contract between the County of Riverside (County) and Tilden-Coil in the amount of \$5,059,835; and ACCO in the amount of \$1,629,659. The scope of work for the Project included construction of a negative air pressure space within the existing Emergency Department to contain and prevent COVID-19 airborne contaminants from drifting to other areas and contaminating other patients, health care workers, sterile equipment and the public.

During construction two change orders were issued to Tilden-Coil; one in the amount of \$193,297 to provide additional flooring, casework, and wall protection; and the second was a credit in the amount of \$426,350, for unused overtime, demolition, painting, and infection control containment measures, for a new contract value of \$4,826,782. A change order was issued to ACCO in the amount of \$26,904 to provide additional air balance required to occupy patient rooms for a new contract value of \$1,656,563. All change orders did not exceed the single change order dollar authority nor the 10% contingency allowance; therefore, no Board approval was required.

(Continued)

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

**BACKGROUND:**

**Summary (Continued)**

After substantial completion of the original construction scope of work, an agreement was approved with CannonDesign in the amount of \$128,380 for additional scope that was required by regulatory bodies for project closure. The additional scope includes but is not limited to: installation of two new hand sinks, soap and paper towel dispensers, replacement of curtain track, installation of rooftop mechanical equipment screens and crossover stairs.

Pursuant to the general conditions of the contract, Facilities Management (FM) is currently retaining 5% of all progress payments to Tilden-Coil, ACCO and CannonDesign. The general conditions of the contract state that after the 50% completion point of the contract work, if satisfactory progress has been made, the County has sole discretion to reduce the retention to a minimum of 2.5% of the contract.

Tilden-Coil, ACCO and CannonDesign have completed the work satisfactorily, and the Project has been inspected and found to comply with the contract and safety requirements. This Board action will release half of the retained funds to Tilden-Coil in the amount of \$120,670; half of the retained funds to ACCO in the amount of \$41,414; and half of the retained funds to CannonDesign in the amount of \$3,210. The remaining undisputed contract retention funds in the cumulative amount of \$165,293 will be released after the Notices of Completion have been recorded and the 35-day lien period has expired per the contract terms and applicable law.

**Impact on Residents and Businesses**

The RUHS-MC COVID-19 ED Negative Pressure Project will ensure the health and safety of patients, health care workers, and the public.

**Additional Fiscal Information**

All costs associated with this Board action were previously approved on October 27, 2020 (Item 3.9) in the amount of \$7,607,802 and are 100% funded through RUHS Enterprise Fund 40050 to be reimbursed by CARES Act. The contract amount for CannonDesign in the amount of \$128,380 and the cumulative retention amount of \$330,586 is covered within the approved project budget and will be expended in FY 2021/22; therefore, no budget adjustment is required.

**Attachments:**

- Agreement with CannonDesign Builders, Inc.
- Notice of Completion for Tilden-Coil Constructors, Inc.
- Notice of Completion for ACCO Engineered Systems, Inc.
- Notice of Completion for CannonDesign Builders, Inc.

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

RS:SP:RB:NS:TY;SC:mg

FM08430010706

MT #15352

G:\Project Management Office\FORM 11'S\FORM 11's\_In Process\15352\_D4 - 010706 - RUHS-MC COVID19 ED Neg Pressure Proj -  
Agmt with Cannon, NOCs for Tilden-Coil, ACCO, & Cannon\_072021.doc

  
Meghan Hahn, Administrative Analyst

7/12/2021

  
Gregory V. Priamos, Director County Counsel

7/7/2021

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

KECIA R. HARPER, CLERK OF THE BOARD  
4080 LEMON STREET, 1ST FLOOR CAC  
P O BOX 1147 - RIVERSIDE, CA 92502

**MAIL STOP # 1010**

AND WHEN RECORDED MAIL TO:

**RETURN TO: STOP #1010**  
**RIVERSIDE COUNTY CLERK OF THE BOARD**  
**P. O. BOX 1147 - RIVERSIDE, CA 92502**

**2021-0484624**

08/13/2021 08:26 AM Fee: \$ 0.00

Page 1 of 2

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



THIS SPACE FOR RECORDERS USE ONLY

6080

**NOTICE OF COMPLETION**

(California Civil Code §§ 8100-8118, 9200-9208)

To be recorded with County Recorder within 15 days after completion.

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

**Project title or description of work:** Riverside University Health System Medical Center Coronavirus Disease 2019 Emergency Department Negative Pressure Project - (FM08430010706)

**Date of Completion:** Date Hereof **JUL 20 2021**

**Nature of owner:** Public Entity

**Interest or estate of owner:** In Fee

**Address of owner:** Clerk of the Board of Supervisors, County Administrative Center,  
4080 Lemon St., Riverside, CA 92501

**Name/address of direct contractor:** Tilden-Coil Constructors, Inc.  
3612 Mission Inn Avenue, Riverside, CA 92501

**Street or legal description of site:** 26520 Cactus Avenue, Moreno Valley, CA 92555

**Dated:** **JUL 20 2021**

Owner: County of Riverside  
(Name of Public Entity)

By: Karen S. Spiegel  
Karen Spiegel, Chair, Board of Supervisors

STATE OF CALIFORNIA )

ss

COUNTY OF RIVERSIDE )

I am the Chairman of the governing board of the County of Riverside, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read this notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

ATTEST: Kecia R. Harper, Clerk

Executed at Riverside, California on **JUL 20 2021**

By: [Signature]  
Deputy

Karen S. Spiegel  
Karen Spiegel, Chair, Board of Supervisors

FORM APPROVED COUNTY COUNSEL  
BY [Signature]  
KRISTINE BELL-VALDEZ  
DATE

**JUL 20 2021 3.14**

PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

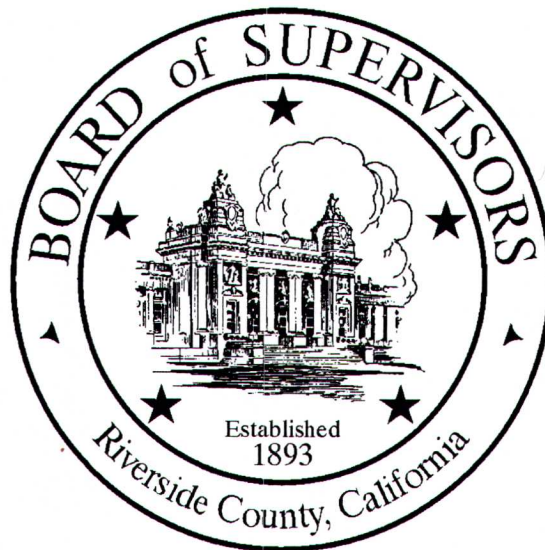
www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors  
(EMBOSSSED ON DOCUMENT)



Date:

July 29, 2021

Signature:

Priscilla Rasso

Print Name: Priscilla Rasso, Board Assistant

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES  
PUBLIC WORKS (Projects Over \$25,000)**

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Purchasing and Fleet Services  
2980 Washington Street  
Riverside, CA 92504-4647  
Telephone: (951) 955-4937

Riverside University Health System Medical Center  
COVID-19 Emergency Department Negative  
Pressure Project - FM08430010706

**AGREEMENT**

Page 1 of 2

THIS AGREEMENT, entered into this 21<sup>st</sup> day of May, 2021, by and between CannonDesign Builders, Inc., hereinafter called the "Contractor," and the County of Riverside, hereinafter called "County."

The parties mutually agree as follows:

CONTRACT DOCUMENTS: The complete contract includes all of the Contract Documents which are intended to be complimentary.

The Contract Documents include: Notice Inviting Bids; Instructions to Bidders; Bid Form; the Request for Bids ("RFB"), including Attachment A and Attachment B, any addenda or other documents attached to or incorporated into the RFB; this Agreement; all project bonds; all applicable plans, specifications and drawings; and approved change orders.

STATEMENT OF WORK: The Contractor agrees to furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete the furnishing of equipment and installation for a burglar, panic and security camera system, in strict accordance with all of the Contract Documents.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order from the County and shall be completed within 45 calendar days following the date specified in County's written order.

COMPENSATION TO BE PAID TO CONTRACTOR: The County agrees to pay and the Contractor agrees to accept in full consideration for the performance of all the work the sum of;  
One Hundred Twenty Eight Thousand, Three Hundred Eighty Dollars (\$128,380).

Pursuant to Labor Code Section 1861, the Contractor gives the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract."

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES  
PUBLIC WORKS (Projects Over \$25,000)**

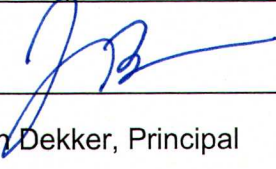
Page 2 of 2

Contractor's legal type of organization: Corporation

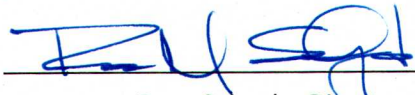
List names of all persons who have authority to bind the Contractor:

J. Brandon Dekker

**AGREED:**

Firm Name:	CannonDesign Builders, Inc.		
Address:	23585 Main Street, Ste 220, Irvine, CA 92614		
Contractor's License No.	774456	Expires:	2/28/2022
DIR Registration No:	1000018436		
Signature:			Date: <u>6/9/21</u>
Name and Title:	J. Brandon Dekker, Principal		

COUNTY OF RIVERSIDE

Signature: 

Name and Title: Rose Salgado, Director of Facilities Management

Date: July 13, 2021

COUNTY OF RIVERSIDE

By:   
Karen Spiegel, Chair  
Board of Supervisors

FORM APPROVED COUNTY COUNSEL

BY KRISTINE BELL-VALDEZ DATE \_\_\_\_\_

ATTEST:

KECIA R. HARPER  
Clerk of the Board

By:   
Deputy

(SEAL)



INCREASE RIDER

To be attached to and form a part of Bond Number 47-SUR-300100-01-0027 in the amount of Fifty Six Thousand Six Hundred Fifty Four and No/100 (\$56,654.00) Dollars issued by Berkshire Hathaway Specialty Insurance Company on behalf of CannonDesign Builders, Inc. in favor of County of Riverside, Facilities Management.

It is understood and agreed that the bond described above is hereby modified to increase bond amount:

<b>FROM:</b>	<u>Fifty Six Thousand Six Hundred Fifty Four and No/100 (\$56,654.00) Dollars</u>
<b>TO:</b>	<u>One Hundred Twenty Eight Thousand Three Hundred Seventy Nine and 50/100 (\$128,379.50) Dollars</u>

It is further expressly understood and agreed that the aggregate liability of the company under said bond to the obligee herein mentioned shall not exceed the amount stated above. Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, agreements, conditions or limitations of the above mentioned bond, other than as above stated.


To be effective this 21st day of May, 2021.

Signed, Sealed, and dated this 15th day of June, 2021.

ATTEST:

  
\_\_\_\_\_

CannonDesign Builders, Inc.  
Principal

  
\_\_\_\_\_  
J. Brandon Dekker, Principal

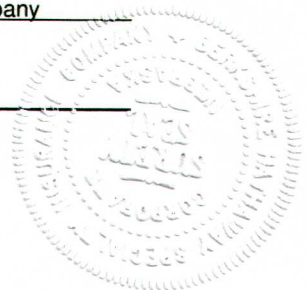


ATTEST:

  
\_\_\_\_\_

Berkshire Hathaway Specialty Insurance Company  
Surety

  
\_\_\_\_\_  
Rebecca S. Leal, Attorney-in-Fact







Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Rebecca S. Leal, Jeffrey C. Carey, Christy M. Braile, Laura M. Buhrmester, Charissa D. Lecuyer, Debra J. Scarborough, Mary T. Flanigan, Tahitia M. Fry, Patrick T. Pribyl, Evan D. Sizemore, C. Stephens Griggs, Charles R. Teter, III, 444 W. 47th Street, Suite 900 of the city of Kansas City, State of Missouri, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature]

By:

David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature]

By:

David Fields, Vice President

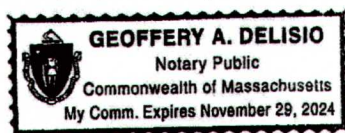


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, 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 in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this June 15, 2021.



[Signature]

Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.



**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

Bond No. 47-SUR-300100-01-0027

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

CannonDesign Builders, Inc.  
2355 Main Street, Suite 220  
Irvine, CA 92614

### SURETY:

(Name, legal status and principal place of business)

Berkshire Hathaway Specialty Insurance Company  
1314 Douglas Street, Suite 1400  
Omaha, NE 68102-1944

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

County of Riverside, Facilities Management  
3133 Mission Inn Ave.  
Riverside, CA 92507

### CONSTRUCTION CONTRACT

Date: April 16, 2021

Amount: \$ 56,654.00 Fifty Six Thousand Six Hundred Fifty Four Dollars and 00/100

### Description:

(Name and location)

Purchase Request: PR1131397; COVID-19 Emergency Dept. Negative Pressure Rooms Project

### BOND

Date: April 21, 2021

(Not earlier than Construction Contract Date)

Amount: \$ 56,654.00 Fifty Six Thousand Six Hundred Fifty Four Dollars and 00/100

Modifications to this Bond:  None  Sec Section 16

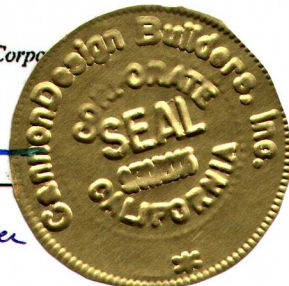
### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
CannonDesign Builders, Inc.

Signature: \_\_\_\_\_

Name and Title:

J. B. Rainbow Better  
Principal



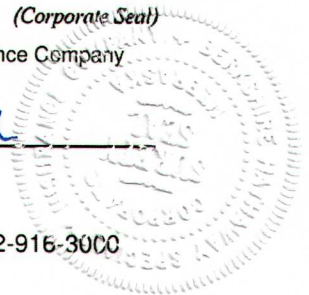
### SURETY

Company: (Corporate Seal)  
Berkshire Hathaway Specialty Insurance Company

Signature: \_\_\_\_\_

Name and Title: Rebecca S. Lea  
Attorney-in-Fact

Surety Phone No. 402-916-3000



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Kansas City Series of Lockton Companies, LLC  
444 W. 47th Street, Suite 900  
Kansas City, MO 64112-1906  
816-960-9000

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
1. the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  2. the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  3. the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Bond No. 47-SUR-300100-01-0027

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

CannonDesign Builders, Inc.  
2355 Main Street, Suite 220  
Irvine, CA 92614

### SURETY:

(Name, legal status and principal place of business)

Berkshire Hathaway Specialty Insurance Company  
1314 Douglas Street, Suite 1400  
Omaha, NE 68102-1944

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

County of Riverside, Facilities Management  
3133 Mission Inn Ave.  
Riverside, CA 92507

### CONSTRUCTION CONTRACT

Date: April 16, 2021

Amount: \$56,654.00 Fifty Six Thousand Six Hundred Fifty Four Dollars and 00/100

### Description:

(Name and location)

Purchase Request: PR1131397; COVID-19 Emergency Dept. Negative Pressure Rooms Project

### BOND

Date: April 21, 2021

(Not earlier than Construction Contract Date)

Amount: \$56,654.00 Fifty Six Thousand Six Hundred Fifty Four Dollars and 00/100

Modifications to this Bond:  None  See Section 18

### CONTRACTOR AS PRINCIPAL

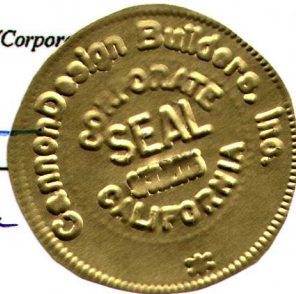
Company: (Corporate Seal)

CannonDesign Builders, Inc.

Signature: \_\_\_\_\_

Name and Title:

J. BRANSON DETTEL  
Principal



### SURETY

Company: (Corporate Seal)

Berkshire Hathaway Specialty Insurance Company

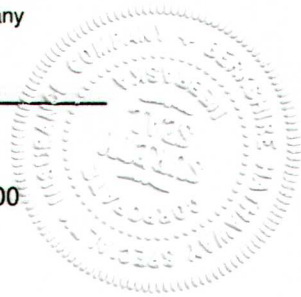
Signature: \_\_\_\_\_

Name and Title:

Rebecca S. Leal

Attorney-in-Fact

Surety Phone No. 402-916-3000



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Kansas City Series of Lockton Companies, LLC  
444 W. 47th Street, Suite 900  
Kansas City, MO 64112-1906  
816-960-9000

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 **Modifications** to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

---

Signature: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of California

County of Orange

On April 27, 2021

before me, Blanca Bais, Notary Public

personally appeared J. Brandon Dekker

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 Blanca Bais



Place Notary Public Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document

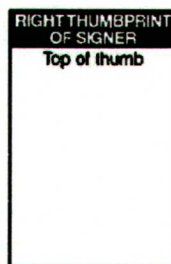
Document Date Number of Pages:

Signer's Name:

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



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





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**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 Missouri

County of Jackson



On April 21, 2021 before me, Tahitia M. Fry, Notary Public

personally appeared Rebecca S. Leal

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.

**TAHITIA M. FRY  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 2/15/2024  
COMMISSION # 12303541**

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 Tahitia M. Fry  
Notary Public Signature

Place Notary Public Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document \_\_\_\_\_

Document Date \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Individual  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Guardian or Conservator  
 Attorney-in-Fact  
 Trustee  
 Other: \_\_\_\_\_  
 Signer is representing \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

RIGHT THUMBPRINT  
 OF SIGNER  
 Top of thumb

Individual  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Guardian or Conservator  
 Attorney-in-Fact  
 Trustee  
 Other: \_\_\_\_\_  
 Signer is representing \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

RIGHT THUMBPRINT  
 OF SIGNER  
 Top of thumb







Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Jeffrey C. Carey, Christy M. Braille, Laura M. Buhrmester, Charissa D. Lecuyer, Debra J. Scarborough, Mary T. Flanigan, Rebecca S. Leal, Tahitia M. Fry, Patrick T. Pribyl, Evan D. Sizemore, C. Stephens Griggs, Charles R. Teter, III, 444 W. 47th Street, Suite 900 of the city of Kansas City, State of Missouri, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Vice President

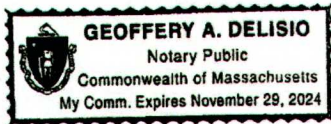


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature of Geoffrey A. Delisio]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, 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 in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this April 21, 2021.



[Signature of Ralph Tortorella]

Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSISurety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.



**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

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,

**Berkshire Hathaway Specialty Insurance Company**

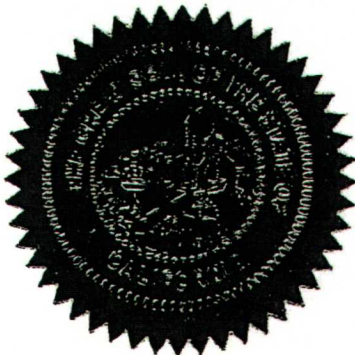
of Nebraska, organized under the laws of Nebraska, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

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

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

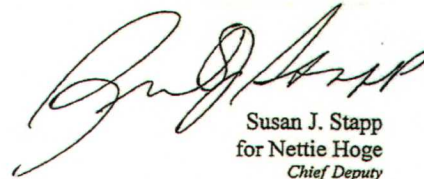
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect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

IN WITNESS WHEREOF, effective as of the 4<sup>th</sup> day of September, 2015, I have hereunto set my hand and caused my official seal to be affixed this 4<sup>th</sup> day of September, 2015.



Dave Jones  
Insurance Commissioner

By



Susan J. Stapp  
for Nettie Hoge  
Chief Deputy

**NOTICE:**

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

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

KECIA R. HARPER, CLERK OF THE BOARD  
4080 LEMON STREET, 1<sup>ST</sup> FLOOR CAC  
P O BOX 1147 – RIVERSIDE, CA 92502

**MAIL STOP # 1010**

AND WHEN RECORDED MAIL TO:

**RETURN TO: STOP #1010**  
RIVERSIDE COUNTY CLERK OF THE BOARD  
P. O. BOX 1147 – RIVERSIDE, CA 92502

**2021-0484625**

08/13/2021 08:26 AM Fee: \$ 0.00

Page 1 of 2

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



6080

**THIS SPACE FOR RECORDERS USE ONLY**

**NOTICE OF COMPLETION**

(California Civil Code §§ 8100-8118, 9200-9208)

To be recorded with County Recorder within 15 days after completion.

**Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:**

**Project title or description of work:** Riverside University Health System Medical Center Coronavirus Disease 2019  
Emergency Department Negative Pressure Project - (FM08430010706)

**Date of Completion:** Date Hereof **JUL 20 2021**

**Nature of owner:** Public Entity

**Interest or estate of owner:** In Fee

**Address of owner:** Clerk of the Board of Supervisors, County Administrative Center,  
4080 Lemon St., Riverside, CA 92501

**Name/address of direct contractor:** Tilden-Coil Constructors, Inc.  
3612 Mission Inn Avenue, Riverside, CA 92501

**Street or legal description of site:** 26520 Cactus Avenue, Moreno Valley, CA 92555

**Dated:** **JUL 20 2021**

Owner: County of Riverside  
(Name of Public Entity)

By: Karen S. Spiegel  
Karen Spiegel, Chair, Board of Supervisors

STATE OF CALIFORNIA )

COUNTY OF RIVERSIDE )

I am the Chairman of the governing board of the County of Riverside, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read this notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

ATTEST: Kecia R. Harper, Clerk

By: [Signature]  
Deputy

Executed at Riverside, California on JUL 20 2021

Karen S. Spiegel  
Karen Spiegel, Chair, Board of Supervisors

FORM APPROVED COUNTY COUNSEL  
BY KRISTINE BELL-VALDEZ DATE

JUL 20 2021 3.14

**PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER**

**Recorder**  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

www.riversideacr.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors  
(EMBOSSSED ON DOCUMENT)



Date:

July 20, 2021

Signature:

Priscilla Rasso

Print Name: Priscilla Rasso, Board Assistant



PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

KECIA R. HARPER, CLERK OF THE BOARD  
4080 LEMON STREET, 1<sup>ST</sup> FLOOR CAC  
P O BOX 1147 – RIVERSIDE, CA 92502

**MAIL STOP # 1010**

AND WHEN RECORDED MAIL TO:

**RETURN TO: STOP #1010**  
**RIVERSIDE COUNTY CLERK OF THE BOARD**  
**P. O. BOX 1147 – RIVERSIDE, CA 92502**

**2021-0446731**

07/27/2021 09:13 AM Fee: \$ 0.00

Page 1 of 2

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



THIS SPACE FOR RECORDERS USE ONLY

6080

**NOTICE OF COMPLETION**

(California Civil Code §§ 8100-8118, 9200-9208)

To be recorded with County Recorder within 15 days after completion.

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

**Project title or description of work:** Riverside University Health System Medical Center Coronavirus Disease 2019  
Emergency Department Negative Pressure Project - (FM08430010706)

**Date of Completion:** Date Hereof **JUL 20 2021**

**Nature of owner:** Public Entity

**Interest or estate of owner:** In Fee

**Address of owner:** Clerk of the Board of Supervisors, County Administrative Center,  
4080 Lemon St., Riverside, CA 92501

**Name/address of direct contractor:** CannonDesign Builders, Inc.  
23585 Main Street, Ste 220, Irvine, CA 92614

**Street or legal description of site:** 26520 Cactus Avenue, Moreno Valley, CA 92555

**Dated:** JUL 20 2021

Owner: County of Riverside  
(Name of Public Entity)

By: Karen S. Spiegel  
Karen Spiegel, Chair, Board of Supervisors

STATE OF CALIFORNIA )

ss

COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of the County of Riverside, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read this notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

ATTEST: Kecia R. Harper, Clerk

Executed at Riverside, California on JUL 20 2021

By: [Signature]  
Deputy

Karen S. Spiegel  
Karen Spiegel, Chair, Board of Supervisors

FORM APPROVED COUNTY COUNSEL

BY [Signature] 6/28/2021  
KRISTINE BELL-VALDEZ DATE

Updated 5/2016

JUL 20 2021 114



*[Faint handwritten text]*

*[Faint handwritten text]*

*[Faint handwritten text]*

*[Faint handwritten text]*

*[Faint handwritten text]*

PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

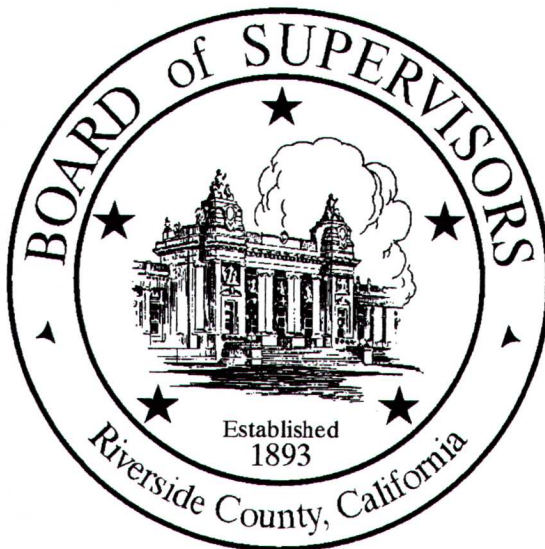
www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors  
(EMBOSSSED ON DOCUMENT)



Date:

7-22-2021

Signature:

Priscilla Rasso

Print Name: Priscilla Rasso, Board Assistant