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



ITEM: 3.12 (ID # 27208) MEETING DATE: Tuesday, April 01, 2025

FROM: FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM

SUBJECT: FACILITIES MANAGEMENT (FM) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM: Riverside University Health System Medical Center 3rd Floor Emergency Domestic Water Remediation Project – California Environmental Quality Act Exempt Pursuant to State CEQA Guidelines Sections 15269 Emergency Project Statutory, 15301 Class 1 Existing Facilities Categorical and 15061 (b)(3) Common Sense Exemptions; Ratify and Approve the Revised Emergency Remediation Procurement Purchase Order FMARC-0000109665 with Belfor USA Group Inc. and Accept the Project as Complete; District 5 [\$10,600,000 - 100% RUHS Enterprise Fund 40050 (Reimbursed by Insurance)]

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

 Find that the Riverside University Health System Medical Center 3<sup>rd</sup> Floor Emergency Domestic Water Remediation (RUHS-MC 3<sup>rd</sup> Floor Emergency Remediation) Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15269 Emergency Projects (Statutory) Exemption, 15301 Class 1 Existing Facilities (Categorical) Exemption, and Section 15061(b)(3) "Common Sense" Exemption;

Continued on page 2

**ACTION:Policy, CIP** 

Jennifer Cruikshank
Jennifer Cruikshank, Chief Executive Officer – Health System

3/4/2025
Vincent Yzaguirre

Vincent Yzaguirre

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Medina, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, and Perez

Nays: None

Absent: Washington and Gutierrez

Date: April 1, 2025 xc: FM, RUHS,

Clerk of the Board By: Deputy

Kimberly A. Rector

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

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

- 2. Find that an emergency, as defined by Section 1102 of the Public Contract Code, existed at the RUHS-MC located at 26520 Cactus Avenue in Moreno Valley, California, that did not permit a delay resulting from a competitive solicitation for bids, and Ratify the actions taken including authorizing the Purchasing Agent to issue purchase orders within the Project budget as necessary to respond to the emergency pursuant to Board Resolution No. 2003-23:
- 3. Ratify and approve the revised emergency remediation Purchase Order FMARC-0000109665 with Belfor USA Group Inc., (Belfor) of Placentia, California in an amount not to exceed \$10,107,954.20 for the RUHS-MC 3<sup>rd</sup> Floor Emergency Remediation Project issued by the Purchasing Agent on behalf of the County;
- 4. Authorize the use of RUHS Enterprise Fund 40050 in the not to exceed amount of \$10,600,000 for the Project, reimbursed by Insurance, including reimbursement to Facilities Management (FM) for incurred project-related expenses; and
- 5. Find that the emergency no longer exists and accept the RUHS-MC 3<sup>rd</sup> Floor Emergency Remediation Project as complete.

FINANCIAL DATA	Curi	rent Fiscal Year:	Next Fis	cal Year:	Total Cost:	Ongoing	Cost
COST	\$	10,600,000	\$	0	\$ 10,600,000	\$	0
NET COUNTY COST	\$	0	\$	0	\$ 0	\$	0
SOURCE OF FUNDS:	RUHS	Enterprise Fur	nd 40050	- 100%	Budget Adju	ıstment: N	o
(Reimbursed by Insuranc	e)	000			For Fiscal Y	ear: 24/25	

C.E.O. RECOMMENDATION: Approve

# BACKGROUND:

#### Summary

On March 7, 2023, the RUHS Medical Center located at 26520 Cactus Avenue in Moreno Valley, California, experienced a catastrophic water leak stemming from a failed domestic water pipe in a patient restroom located in the Surgical Acute Unit on the 3<sup>rd</sup> floor. The waterflow stemming from the plumbing failure impacted 24 areas of the 3<sup>rd</sup> floor, including 19 patient rooms, 23 areas on the 2<sup>nd</sup> floor, including 18 patient rooms, 26 areas on the 1<sup>st</sup> floor, and 12 areas on the lower level. Several critical departments were impacted including check-in, telemedicine, hematology/oncology, infusion clinic, hallways and patient care rooms. Following recommendations from the Industrial Hygienist, a declaration of emergency was issued so that a remediation company could be procured to provide emergency repairs and clean-up of the affected areas. The scope of work of the RUHS-MC 3<sup>rd</sup> Floor Emergency Remediation Project

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

includes but is not limited to: removal and replacement of dry wall, flooring, insulation and tile in various patient rooms, offices and corridors within the affected areas of the Medical Center.

On March 9, 2023, Facilities Management (FM) issued an emergency declaration pursuant to the authority delegated in Resolution 2003-23 by the Board of Supervisors (Board), allowing immediate action to procure contracts to provide emergency work without competitive bidding. Failure to immediately address this incident involving the water intrusion within multiple areas of the hospital would pose imminent risk to the health, safety and welfare of persons and property, or to essential public services, in the forms of: infectious disease control issues, non-compliance of regulatory standards, licensing; and accreditation implications related to California Department of Public Health (CDPH), The Joint Commission (TJC), Center for Medicaid and Medicare Services (CMMS); closure of health care areas, inability to provide adequate health care needs, and loss of county services.

The various areas within the Medical Center have been restored and were placed back into operations. Due to the location of the work within the hospital, the remediation work was required to be documented and reported to the California Department of Health Care Access and Information (HCAI) through the generation of drawings and inspection reports. Remediation and construction costs have been finalized. RUHS will continue to work with the Inspector of Record for completion of final inspection reports and closeout documentation to HCAI.

With certainty, there is no possibility that the RUHS-MC 3<sup>rd</sup> Floor Emergency Remediation Project may have a significant effect on the environment. The Project is limited to an emergency response to provide maintenance and repairs associated with a domestic water leak at the RUHS Medical Center. The emergency repairs to an existing public facility are required to maintain service essential to public health and the associated actions necessary to mitigate an emergency. Therefore, the RUHS-MC 3<sup>rd</sup> Floor Emergency Remediation Project is exempt as the project meets the scope and intent of the Common Sense Exemption identified in Section 15061 (b)(3) Statutory Emergency Projects Exemption identified in 15269 (b)(c), and Class 1 Categorical Exemption identified in Section 15301. A Notice of Exemption will be filed by FM staff with the County Clerk and the State Clearinghouse within five days of Board approval.

Facilities Management recommends the Board approve the RUHS-MC 3<sup>rd</sup> Floor Emergency Remediation Project in the not to exceed amount of \$10,600,000, the emergency Purchase Order with Belfor USA Group Inc., in the not to exceed amount of \$10,107,954.20, find that the emergency no longer exists and accept the Project as Complete. The Project will ensure environmental health and operational safety of the Medical Center areas and remain in compliance with the Department of HCAI.

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

#### Impact on Residents and Businesses

The RUHS-MC 3<sup>rd</sup> Floor Emergency Remediation Project will ensure that the affected areas within the Facility are kept hygienically clear of any infectious contamination, thus providing a safe environment for both staff and hospital patients.

#### **Additional Fiscal Information**

In coordination with Risk Management, the County's insurance carrier was immediately notified about the incident and worked closely with the insurance carrier to recover costs associated with the water leak. Costs associated with this Board action were 100% funded through RUHS Enterprise Fund 40050 and reimbursed by insurance in FY 24/25.

#### Attachments:

- B-11 Emergency Declaration
- Purchase Order FMARC-0000109665 with Belfor USA Group Inc.
- Notice of Exemption

VY:MM:RM:JH:CC:TV FM08430012755 MT Item #27208
G:\Project Management Office\FORM 11'S\Form 11's\_In Process\27208\_D4 - 012755 - RUHS-MC 3rd FI Emerg Domestic Water
Proj-Ratify&Appr Emerg PO-Belfor-Accept Complete\_040125.doc

Melissa Curtis, Deputy Director of Purchasing and Fleet 3/3/2025

\*\*Evangelina Gregorio EO, Principal Mgmt Analyst 3/21/2025

Haron Settis

Aaron Gettis Chief of Deputy Carinty Counsel 3/17/2025

FOR COUNTY CLERK USE ONLY

**Riverside County Facilities Management** 

3450 14th Street, Riverside, CA 92501

# STAFF TO FILE

#### NOTICE OF EXEMPTION

February 24, 2025

Project Name: Riverside University Health System Medical Center (RUHS-MC) Third Floor Emergency Domestic Water Remediation

**Project Number:** FM08430012755

Project Location: 26520 Cactus Avenue, west of Nason Street, Moreno Valley, County of Riverside, California; Assessor's Parcel Number (APN): 486-280-037

**Description of Project:** On March 7, 2023, the RUHS Medical Center located at 26520 Cactus Avenue in Moreno Valley, California, experienced a catastrophic water leak stemming from a failed domestic water pipe in a patient restroom located in the Surgical Acute Unit on the 3rd floor. The waterflow stemming from the plumbing failure impacted 24 areas of the 3rd floor, including 19 patient rooms, 23 areas on the 2nd floor, including 18 patient rooms, 26 areas on the 1st floor, and 12 areas on the lower level. Several critical departments were impacted including check-in, telemedicine, hematology/oncology, infusion clinic, hallways and patient care rooms. Following recommendations from the Industrial Hygienist, a declaration of emergency was issued so that a remediation company could be procured to provide emergency repairs and clean-up of the affected areas. The scope of work of the RUHS-MC 3rd Floor Emergency Remediation Project includes, but is not limited to, removal and replacement of dry wall, flooring, insulation and tile in various patient rooms, offices and corridors within the affected areas of the Medical Center. The remediation at the RUHS-MC is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the facility will continue to provide public services and will not result in a change or expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County Facilities Management

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15269 Emergency Projects Statutory Exemption; Section 15301 Existing Facilities Categorical Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5, 18 and 19, Sections 15061, 15269 and 15301.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have the possibility of having a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the emergency domestic water remediation and clean-up at the RUHS MC.

- Section 15269 (b)(c) -Emergency Projects: This statutory exemption consists of emergency projects that are exempt under CEQA. Under (b), emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare are exempt. Under (c), specific actions necessary to prevent or mitigate an emergency are exempt. The remediation of the domestic water leak at the RUHS Medical Center satisfies both of these conditions, as the RUHS Medical Center is an essential public facility that provides health and medical services to those in need. The water leak at the hospital posed a risk to infectious contamination that could have potentially resulted in the loss of the hospital's ability to provide critical health services to the public. Emergency remediation was required to avoid a threat to the public health, safety and welfare. In addition, the risk of contamination necessitated immediate action in the form of remediation to maintain public health, as people in hospitals contain sensitive populations, including the sick and elderly, who are more susceptible to threats to public health. Therefore, the project is exempt as it meets the scope and intent of the Statutory Exemption identified in Section 15269, Article 18, Statutory Exemptions of the CEQA Guidelines.
- Section 15301 (b)—Existing Facilities: This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the emergency domestic water remediation at the RUHS-MC. The use of the facilities would continue to provide public services and would not result in a significant increase in capacity or intensity of use. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- Section 15061 (b) (3) "Common Sense" Exemption: In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See No Oil, Inc. v. City of Los Angeles (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed domestic water remediation will not result in any direct or indirect physical environmental impacts. The improvements would occur within existing facility, would not alter the footprint and is being completed to create a compliant and safe health facility. The use of the facility for public health services would remain unchanged. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:	Mallelle	Date:	2-24-2025	
	Mike Sullivan, County of Riverside, Facilities Management			

To: Director of Facilities Management

From: Angela Simpkins

Date: March 7th, 2023

Subject: RUHS - Medical Center Emergency Remediation of Domestic Water Damage (MV1212)

March 7<sup>th</sup>, 2023, an aging domestic water pipe plug failed in the patient restroom, room 3514, located in the 3500 Surgical Acute Unit on the third floor of the RUHS Medical Center. The waterflow stemming from the plumbing failure impacted approximately 24 areas (including 19 patient rooms) on the 3<sup>rd</sup> floor, 23 areas (including 18 patient rooms) on the 2<sup>nd</sup> floor, 26 areas on the 1<sup>st</sup> floor and 12 areas on the Lower Level. Several critical departments/areas have been impacted, in addition to patient care rooms, from the Medical Center patient check-in, telemedicine, hematology/oncology, infusion clinic and various hallways.

This Emergency Authorization and Declaration will mitigate any delay that would be incurred from a competitive solicitation for bids that would be detrimental to the interests of the County, and the Medical Center. The lack of immediate remediation would allow for mold growth which is of utmost concern to the staff, patients, and visitors to the facility.

Therefore, with this memorandum, the Director of Facilities Management is declaring this to be an emergency situation pursuant to County of Riverside Board Policy B-11, Section IV *Emergency Action* which states in part:

In the case of an emergency (as defined by Public Contract Code Section 1102, "...[which] means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services")

The procurement of necessary equipment, services, and supplies made under this declaration of emergency shall only be for the purpose of meeting needs created by the emergency situation and shall be subject to the requirements and reporting procedures described in Chapter 2.5 of the California Public Contract Code, commencing with Section 22050. Upon utilization of this authority a report will be made to the Board for ratification of all actions which exceed contractual authority of the Director of Facilities Management or the County Purchasing Agent.

Emergency Declaration Requested by: \

Agency Head or Designee

Date

Emergency Declaration Approved by:

Director of Facilities Management

Date

### Salgado, Rose

From:

Cueva, Carlos

Sent:

Friday, March 10, 2023 5:48 PM

To:

Salgado, Rose

Cc:

Yzaguirre, Vincent; Brambila, Venus; McCray, Rebecca; Aldana, Jon; Selbe, Nahid

Subject:

RUHS - MC 3rd Floor Water Remediation Project - Update

Rose,

Below please find the initial update for the RUHS - MC 3rd Floor Water Remediation Project - Update

#### > Emergency Declaration

The document was forwarded via email transmission for your review and approval.

#### > Form 5

The initial Form 5 in the amount of \$150,000.00 was forwarded to the FM/PMO Team to be routed as a new project. Based on my conversation with Belfor and the Insurance company the initial ROM is \$6.5M - \$7.5M which doesn't include any damage to medical or office equipment. The number will continue to move and is based on the observations during the demolition process.

#### > Consultant

- Belfor Contacted by the Facility and is preparing an initial ROM for the work to be performed and it appears that the range is from \$6.5M - \$7.5M
- o Industrial Hygienist EnviroCheck will be engaged and is presently the report for the 2<sup>nd</sup> and 3<sup>rd</sup> floors are complete with adjustments. The report for the 1<sup>st</sup> and Lower-Level are due today and will be circulated
- o Inspector of Record MKH Testing and Inspection will be engaged and is presently reviewing the loss and is working with the Facility and Belfor
- Design Professional WestGroup will be engaged and conducted an initial walk to provide ROM and commence preparation of documentation for HCAI submittal

#### > Infusion Clinic

- Conducted an initial meeting with the Clinic Director to define the scope of work and look for alternative locations for both operations and Chemo compounding operations. The Infusion Clinic is working to secure alternative location(s) to continue operation to serve the Patients.
- Conducted Teams meeting today and discussed the demolition activities for the Infusion Room which will commence on Saturday and the Pharmacy Director is working to secure a company to review damage to the equipment within the Clinic

#### Remediation

- o Containment is complete on the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors and demolition started today and will continue all weekend
- Today conducted a meeting with the Nurse Manager, Inspector of Record, Belfor and Plant Ops to indicate the 2<sup>nd</sup> and 3<sup>rd</sup> floor Patient area containment in the hallway

Should you have any questions or require additional information please feel free to call my wireless device 951.235.3352.



Carlos Cueva Project Manager III Project Management Office

E: CCueva@rivco.org | W: www.rivcofm.org

C: 951.235.3352

24/7 Emergency Number 951.955.4850



Purchasing and Fleet Services Department 3450 14th Street, Suite 420 Riverside, CA 92501 Phone: (951) 955-4937 Fax: (951) 955-3730

# **PURCHASE ORDER**

**Page:** 1 of 5

#### **Vendor Instructions**

**CHANGE ORDER** 

Purchase Order

- 1. Packaging Slip showing P.O. number and contents must accompany each shipment.
- 2. No charge for packaging or drayage will be allowed except when specified in order.
- 3. No partial billings except when specified in the order.
- 4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.
- 5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.
- 6. Out of state vendors MUST show CA Board of Equilization Permit Number. Otherwise, sales tax will be deducted.
- 7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
- 8. If work is to be carried out on county property,vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

#### **FACILITIES MANAGEMENT**

FM-Invoices@rivco.org Facilities Management Dept 3450 14th Street, Suite 200 Riverside CA 92501 United States

> Vendor: 0000043947 Belfor USA Group Inc 440 West Crowther Avenue Placentia CA 92780-6334

**United States** 

Tax Exempt?

 FMARC-0000109665
 2023-07-06
 1 - 2024-05-15

 Payment Terms
 Freight Terms
 Ship Via

 Net 30
 FOB Destination, Freight Paid
 BEST WAY

 Buyer
 Phone
 Currency

 Misty Alderaan
 Currency

**Date** 

Ship To: 6327-26000 Facilities Management

FM Purchasing Supply Svcs 2991 Franklin Avenue

Floor 1st

Tax Exempt ID:

Riverside CA 92507 United States Attention: See Detail Below Bill To: FM-Invoices@rivco.org

Replenishment Option: Standard

Facilities Management

Dispatch Via Email

Revision

Dept

3450 14th Street, Suite

200

Riverside CA 92501 United States

Line- Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Provide Labor and		1.00		8800000.00	8800000.00	08/05/2023

1 - 1 Provide Labor and
Materials to
remediate water
damage which
originated on the 3rd
Floor Patient Room
per attached quote
5/26/2023

Attention: Misty Alderaan

Schedule Total 8800000.00

Item Total 8800000.00

2 - 1 C/O #1 Balance of Water 1.00 1307954.20 1307954.20 06/14/2024 Remediation efforts at the

Remediation efforts at the RUHS - MC Facility per JS Held Final Rec 05-13-2024 for \$10,061,138.58. The CO amount also includes the additional work of the installation of Quartz Countertop requested by RUHS for \$46,815

Attention: Not Specified

Schedule Total 1307954.20

Item Total 1307954.20

**Authorized Signature** 

Mist



Purchasing and Fleet Services Department 3450 14th Street, Suite 420 Riverside, CA 92501 Phone: (951) 955-4937 Fax: (951) 955-3730

# **PURCHASE ORDER**

**Page:** 2 of 5

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- 5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.
- 6. Out of state vendors MUST show CA Board of Equilization Permit Number. Otherwise, sales tax will be deducted.
- 7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
- 8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

#### **FACILITIES MANAGEMENT**

FM-Invoices@rivco.org **Facilities Management Dept** 3450 14th Street, Suite 200 Riverside CA 92501 **United States** 

> Vendor: 0000043947 Belfor USA Group Inc 440 West Crowther Avenue Placentia CA 92780-6334

**United States** 

Ship To: 6327-26000

**Facilities Management** FM Purchasing Supply

Svcs

2991 Franklin Avenue

Floor 1st

Riverside CA 92507 **United States** 

**CHANGE ORDER** Dispatch Via Email **Purchase Order** Revision **Date** FMARC-0000109665 1 - 2024-05-15 2023-07-06 **Payment Terms Freight Terms** Ship Via FOB Destination, Freight **BEST WAY** Net 30 Paid Buyer **Phone** Currency Misty Alderaan

> Attention: See Detail Below Bill To: FM-Invoices@rivco.org

Facilities Management

Dept

3450 14th Street, Suite

200

Riverside CA 92501 **United States** 

Tax Exempt? Tax Exempt ID: Replenishment Option: Standard

Line-Item/Description Mfg ID Quantity UOM PO Price **Extended Amt Due Date** 

Sch

This Purchase Order is being issued at the request of the County of Riverside Facilities Management, PMO Division for a Public Works project.

The Contractor shall furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities, and other required items necessary to complete the following work in strict accordance with all the Contract Documents.

#### PREVAILING WAGES AND LABOR CODE REQUIREMENTS

This is a public works project and may be subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The awarded bidder shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and other requirements, including but not limited to Labor Code Sections 1771.4, 1773.1, 1774, 1775, 1776, 1777.5, 1813 and 1815. It is the Contractors responsibility to upload their eCPR under the project ID noted below.

Note: Per DIR Newsline #2017-52 Small Project Exemptions will be effective July 1, 2017. This exemption is from DIR contractor registration and PWC-100 project registration by the Awarding Body. It does not exempt the Contractor from the payment of prevailing wage rates.

Project Description and location: RUHS-MC Hospital water damage repair DIR PROJECT ID: #457379 for Certified Payroll Records (CPR) reporting

Contractor's DIR Registration: 1000013546

Contractor's License: 810553 PWC-100 filed: 3/7/2023

Project Name: RUHS-MC Water remediation project

Project #: FM08430012755 Contract #: PR1151350

County Project Manager: Carlos Cueva

**Authorized Signature** 

Misto



Purchasing and Fleet Services Department 3450 14th Street, Suite 420 Riverside, CA 92501 Phone: (951) 955-4937 Fax: (951) 955-3730

# **PURCHASE ORDER**

**Page:** 3 of 5

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#### **FACILITIES MANAGEMENT**

FM-Invoices@rivco.org **Facilities Management Dept** 3450 14th Street, Suite 200 Riverside CA 92501 **United States** 

> Vendor: 0000043947 Belfor USA Group Inc 440 West Crowther Avenue Placentia CA 92780-6334

**United States** 

Ship To: 6327-26000

**Facilities Management** FM Purchasing Supply Svcs

2991 Franklin Avenue Floor 1st

Riverside CA 92507 **United States** 

**CHANGE ORDER** Dispatch Via Email **Purchase Order** Revision **Date** FMARC-0000109665 1 - 2024-05-15 2023-07-06 **Payment Terms Freight Terms** Ship Via FOB Destination, Freight **BEST WAY** Net 30 Paid Buyer **Phone** Currency Misty Alderaan

> Attention: See Detail Below Bill To: FM-Invoices@rivco.org

Facilities Management

Dept

3450 14th Street, Suite

200

Riverside CA 92501 **United States** 

Tax Exempt? Tax Exempt ID: Replenishment Option: Standard

Line-Item/Description Mfg ID Quantity UOM PO Price **Extended Amt Due Date** Sch

#### Contractor Project Manager:

Applicable payment and performance bonds for projects exceeding \$25,000 (Civil Code 9550) as well as endorsed certificates of insurance must be received prior to start of project. Collecting bonding documentation and insurance is the responsibility of the PCS and/or County Project Manager prior to issuance of PO. If this PO is received and the above responsibilities have not been met, contact the County Project Manager and/or PCS.

Riverside County Terms and Conditions are in full effect as noted.

Terms and Conditions: Unless otherwise stated in bid request documents and/or contract documents, terms and conditions for informal public works projects are in accordance with the following: 116-220 General Conditions Public Works under \$25k or 116-222 General Conditions-Public Works over \$25k. T&C's can be found on the Purchasing and Fleet Services website at http://www. purchasing.co.riverside.ca.us/Terms.aspx CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents, or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by

**Authorized Signature** Misto



Purchasing and Fleet Services Department 3450 14th Street, Suite 420 Riverside, CA 92501 Phone: (951) 955-4937 Fax: (951) 955-3730

# **PURCHASE ORDER**

**Page:** 4 of 5

#### **Vendor Instructions**

- 1. Packaging Slip showing P.O. number and contents must accompany each ORDER NUMBER AND ORDERING DEPARTMENT. shipment
- 2. No charge for packaging or drayage will be allowed except when specified in
- 3. No partial billings except when specified in the order.
- 4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY
- 5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE
- 6. Out of state vendors MUST show CA Board of Equilization Permit Number. Otherwise, sales tax will be deducted.
- 7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
- 8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

#### **FACILITIES MANAGEMENT**

FM-Invoices@rivco.org **Facilities Management Dept** 3450 14th Street, Suite 200 Riverside CA 92501 **United States** 

> Vendor: 0000043947 Belfor USA Group Inc 440 West Crowther Avenue Placentia CA 92780-6334

**United States** 

Ship To: 6327-26000

**Facilities Management** FM Purchasing Supply Svcs

2991 Franklin Avenue

Floor 1st

Riverside CA 92507 **United States** 

**CHANGE ORDER** Dispatch Via Email **Purchase Order** Revision **Date** FMARC-0000109665 1 - 2024-05-15 2023-07-06 **Payment Terms Freight Terms** Ship Via FOB Destination, Freight **BEST WAY** Net 30 Paid Buyer **Phone** Currency Misty Alderaan

> Attention: See Detail Below Bill To: FM-Invoices@rivco.org

Facilities Management

Dept

3450 14th Street, Suite

200

Riverside CA 92501 **United States** 

Tax Exempt? Tax Exempt ID: Replenishment Option: Standard

Line-Item/Description Mfq ID Quantity UOM PO Price **Extended Amt Due Date** Sch

#### CONTRACTOR.

CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

Insurance Requirements: Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds. In regard to Worker's Compensation, the policy shall be endorsed to waive subrogation in favor of The County of Riverside. Insurance requirements and limits can be found on the Risk Management website at: http://riskmgmt.rc-hr. com/ContractLanguage/StandardContractLanguage.aspx

**Authorized Signature** 

Mist



Purchasing and Fleet Services Department 3450 14th Street, Suite 420 Riverside, CA 92501 Phone: (951) 955-4937 Fax: (951) 955-3730

# **PURCHASE ORDER**

**Page:** 5 of 5

#### **Vendor Instructions**

- 1. Packaging Slip showing P.O. number and contents must accompany each ORDER NUMBER AND ORDERING DEPARTMENT. shipment
- 2. No charge for packaging or drayage will be allowed except when specified in
- 3. No partial billings except when specified in the order.
- 4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY
- 5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE
- 6. Out of state vendors MUST show CA Board of Equilization Permit Number. Otherwise, sales tax will be deducted.
- 7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
- 8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

#### **FACILITIES MANAGEMENT**

FM-Invoices@rivco.org **Facilities Management Dept** 3450 14th Street, Suite 200 Riverside CA 92501 **United States** 

> Vendor: 0000043947 Belfor USA Group Inc 440 West Crowther Avenue Placentia CA 92780-6334 **United States**

Ship To: 6327-26000

**Facilities Management** FM Purchasing Supply Svcs

2991 Franklin Avenue Floor 1st

Riverside CA 92507 **United States** 

**CHANGE ORDER** Dispatch Via Email **Purchase Order** Revision **Date** FMARC-0000109665 1 - 2024-05-15 2023-07-06 **Payment Terms Freight Terms** Ship Via FOB Destination, Freight **BEST WAY** Net 30 Paid Buyer **Phone** Currency Misty Alderaan

> Attention: See Detail Below Bill To: FM-Invoices@rivco.org

Facilities Management

Dept

3450 14th Street, Suite

200

Riverside CA 92501 **United States** 

Tax Exempt? Tax Exempt ID: Replenishment Option: Standard

Mfq ID Line-Item/Description Quantity UOM PO Price **Extended Amt Due Date** Sch

Notice of Completion shall be finalized by the County Project Manager and provided to the Contractor and Purchasing. (Civil Code 9204)

PAYMENT TERMS For calculating due dates for payment terms, County will use either the date that the invoice is received by the County or the date the goods/services are received, whichever is later. Terms: Net 30

- \*116-200 General Terms
- \*116-210 General Conditions, Materials and/or Services
- \*116-230 General Conditions, Equipment
- \*116-260 Local Vendor Qualification Affidavit

To view County's Terms and Conditions, please refer to http://www.purchasing. co.riverside.ca.us

\*This service was processed under Board Policy B11 Emergency section and is exempt from bidding requirements. Approved B-11 confirming emergency action is attached. Emergency action does not negate the payment and performance bonding and/or DIR project registration. This is the responsibility of the Project Manager.

Misty Alderaan **Procurement Contracts Specialist** Office (951) 955-7989 Cell (951) 441-7701 Purchasing & Fleet Services, County of Riverside 3450 14th Street, Suite 420 Riverside, CA

C/O #1 Balance of Water Remediation efforts at the RUHS - MC Facility per JS Held Final Recommendations 05-13-2024 for \$10,061,138.58. The CO amount also includes the additional work of the installation of Quartz Countertop requested by RUHS for \$46,815.62.

**Total PO Amount** 

10107954.20

**Authorized Signature** Mist

Project No.	FM08430012755
Bond No.	35BCSIV7701

# **PAYMENT BOND**

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

# KNOW ALL PERSONS BY THESE PRESENTS:

IHAI	WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on
March 7	20 23, has awarded Construction Contract Number FM08430012755 ("Contract") to
the undersigne	as Principal ("Principal") to parameter ("All the second of the second o
	as Principal ("Principal") to perform the work ("Work") for the RUHS – MC 3 <sup>rd</sup> Floor Water Remediation Project;
	Eelfor USA Group, Inc. DBA Belfor Property Restoration

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

NOW THEREFORE, we, the Principal and Hartford Casualty Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Eight Million Eight Hundred Thousand Dollars (\$ 8,800,000.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

FM08430012755 Page 30 of 41 Revised 5-10-2022

# rights against the others.

Belfor USA Group, Inc. DBA Belfor Property Restoration	Affix Seal if Corporation
(Firm Name – Principal)	
185 Oakland Ave., Suite 150	
Birmingham, MI 48009	
(Business Address)	
Ву	
(Original Signature)	
Chris Jones, Vice President	
(Title)	
Hartford Casualty Insurance Company	
(Corporation Name - Surety)	Affix Corporate Seal
One Hartford Plaza	
Hartford, CT 06155	
(Business Address)	
By total fol	
(Signature – Attached Notary's Acknowledgment)	
Peter A. Perlman, Attorney-in-Fact	
ATTORNEY-IN-FACT	
(Title-Attach Power of Attorney)	

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

#### PRINCIPAL ACKNOWLEDGEMENT

State of	Michigan	)
		) ss
County of	Oakland	)

On this 16th day of June 2023, Chris Jones personally appeared before me stating that he is the Vice President of Belfor USA Group, Inc., the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that one of the seals affixed to said instrument is such Corporation seal; that it was so affixed by order of the directors of said Corporation, and that he signed his name thereto by like order.

Notary Public

### SURETY ACKNOWLEDGEMENT

State of	Michigan	)
		) ss
County of	Oakland	)
On this 16th	day of Ju	ne, 2023, Peter A. Perlman personally appeared
		the Attorney-in-Fact of Hartford Casualty Insurance Company, the
	_	he executed this instrument for and in its behalf, by authority of its
Board of Dire	ectors, that any	y seal affixed is the corporate seal of the Surety, and that this
instrument and	the execution	thereof is a voluntary act of said corporation.
		•

DAWN M BRISCOE
Notary Public, State of Michigan
County of Wayne
My Commission Expires 08-25-2025
Acting in the County of

Dawn Briscoe, Notary Public

# POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155

Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PERLMAN INSURANCE AGENCY
Agency Code: 35-356141

X Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana	
Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut	
Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut	
Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana	
Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois	
Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana	
Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida	

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Peter A. Perlman, Carrie A. Perlman of WEST BLOOMFIELD, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by  $\boxtimes$ , 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

S. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Kathleen T. Maynard

Notary Public My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of June 16, 2023 Signed and sealed at the City of Hartford.

















Kevin Heckman, Assistant Vice President

Project No. FM08430012755

Bond No. 35BCSIV7701

# **PERFORMANCE BOND**

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

#### KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on March 7, 2023, has awarded Construction Contract Number FM08430012755 ("Contract") to the undersigned as Principal ("Principal") to perform the work ("Work") for the following project: RUHS — MC 3rd Domestic Water Remediation Project, which Contract is by this reference hereby incorporated herein and made a part hereof;

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

NOW THEREFORE, we, the Principal and Bartford Casualty Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Eight Million Eight Hundred Thousand Dollars (\$ 8,800,000.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued. Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of

Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

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

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

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

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

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

(Firm	n Name – F	Principa	l)	
185 0	Oakland Ave	., Suite	150	
Birmi	ingham, MI	48009		

**Affix Seal if Corporation** 

Ву	
(Original Signature)	
Chris Jones, Vice President	
(Title)	
Hartford Casualty Insurance Company	
(Corporation Name – Surety)	Affix Corporate Seal
One Hartford Plaza	
Hartford, CT 06155	
(Business Address) By	
(Signature – Attached Notary's Acknowledgment) Peter A. Perlman, Attorney-in-Fact	
ATTORNEY-IN-FACT (Title-Attach Power of Attorney)	

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

#### PRINCIPAL ACKNOWLEDGEMENT

State of	Michigan	)	
		) ss	
County of	Oakland	)	

On this 16th day of June 2023, Chris Jones personally appeared before me stating that he is the Vice President of Belfor USA Group, Inc., the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that one of the seals affixed to said instrument is such Corporation seal; that it was so affixed by order of the directors of said Corporation, and that he signed his name thereto by like order.

Notary Public

# SURETY ACKNOWLEDGEMENT

State of

Michigan

)

		) ss					
County of	Oakland	)					
On this 16th	day of	une	, 2023	, Peter A.	Perlman	personally	appeared
before me sta	ting that he	is the Attorney	y-in-Fact of H	artford Ca	sualty Insu	rance Com	pany, the
above-mentio	ned Surety, t	hat he executed	d this instrume	ent for and	in its beha	lf, by autho	ority of its
Board of Dir	ectors, that	any seal affix	ed is the cor	porate sea	1 of the S	Surety, and	that this
instrument an	d the execution	on thereof is a	voluntary act	of said corp	poration.		
				_	-		

Dawn Briscoe, Notary Public

DAWN M BRISCOE
Notary Public, State of Michigan
County of Wayne
My Commission Expires 08-25-2025
Acting in the County of

# POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD **BOND, T-12 One Hartford Plaza** Hartford, Connecticut 06155

Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PERLMAN INSURANCE AGENCY Agency Code: 35-356141

X	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
Х	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
X	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint. up to the amount of Unlimited :

Peter A. Perlman, Carrie A. Perlman of WEST BLOOMFIELD, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by 🛛, 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

Hartford

**COUNTY OF HARTFORD** 

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Kathleen T. Maynard Notary Public

My Commission Expires July 31, 2021

I. the undersigned. Assistant Vice President of the Companies, 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 effective as of June 16, 2023 Signed and sealed at the City of Hartford.

















Kevin Heckman, Assistant Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/23/2022

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)

communication and common right			\ <del>-</del> /-				
PRODUCER		CONTACT NAME:					
Aon Risk Services Central, In Columbia Center II	nc.	PHONE A/C. No. Ext):	FAX (A/C. No.): (800) 363-	0105			
101 West Big Beaver Road 14th Floor/Suite 1444		E-MAIL ADDRESS:					
Troy MI 48084 USA			NAIC#				
INSURED		NSURER A:	ACE American Insur	ance Company	22667		
Belfor USA Group, Inc. dba Belfor Property Restoration 3443 Durahart Street Riverside CA 92507 USA	IN THE PARTY OF TH	NSURER B:	ACE Property & Cas	sualty Insurance Co.	20699		
	In In	NSURER C:					
		NSURER D:					
			INSURER E:				
	I	INSURER F:					
COVERAGES	CERTIFICATE NUMBER: 570093919956	3	BEV/	SION 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.

	Exocosions and constructed of south choics, climits shown wat that been the decalined.								
INSR LTR	INSR LTR TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/VVVV)	LIMITS	3
Α	Χ	COMMERCIAL GENERAL LIABILITY			HDOG47316534001	07/01/2022	07/01/2023	EACH OCCURRENCE	\$10,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$10,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$10,000,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$10,000,000
		OTHER:							
Α	AUT	OMOBILE LIABILITY			ISA H10712646	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	x ANY AUTO							BODILY INJURY ( Per person)	
	SCHEDULED SCHEDULED							BODILY INJURY (Per accident)	
	Χ	AUTOS ONLY HIRED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
В	Х	UMBRELLA LIAB X OCCUR			XEUG7153974A004	07/01/2022	07/01/2023	EACH OCCURRENCE	\$5,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
		DED RETENTION							
Α		PRIORERS COMPENSATION AND			WLRC50684349	07/01/2022	07/01/2023	X PER STATUTE OTH-	
Α	AN'	Y PROPRIETOR / PARTNER / EXECUTIVE	N/A		AOS SCFC50684404	07/01/2022	07/01/2023	E.L. EACH ACCIDENT	\$1,000,000
- 1	(Ma	andatory in NH)	N/A		WI	0., 01, 2022	01, 01, 2013	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If y DE	es, describe under SCRIPTION OF OPERATIONS below						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) Evidence of Insurance.

CERTIFICATE HOLDER	CANCELLATION

Belfor USA Group, Inc. dba Belfor Property Restoration 3443 Durahart Street Riverside CA 92705 USA

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

Aon Rish Services Central Inc.