Riverside County Contract No. 17-05-001

Contract

THIS CONTRACT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and S&H Civilworks, hereafter called "Contractor".

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Troth Street, Sidewalk Improvement Project, 58th Street to Jurupa Road, City of Jurupa Valley, Project No. CS-0082, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.

2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. **Contract Documents**

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda one, (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.
2. **The Work**
   Contractor shall do all tasks necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. **Prosecution, Progress and Liquidated Damages**
   Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07 "Liquidated Damages" of the Standard Specifications and these Special Provisions.

   Standard Specification Section 8-1.03, "Beginning of Work" is modified to read as follows:

   The Contractor shall begin work within fifteen (15) calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

   The Contractor shall notify the Engineer, in writing, of the Contractor’s intent to begin work at least 72 hours before work is begun. If the project has more than one (1) location of work, Contractor shall submit a separate notice for each location. The notice shall be delivered to the Transportation Department’s Construction Engineer and shall specify the date the Contractor intends to start at said location.

   Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by the Contractor in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by the Contractor at his own risk and as a volunteer and subject to the following:

   A. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.

   B. All work done according to the Contract, prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.

   C. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

4. **Compensation**
   Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.
<table>
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<tr>
<th>ITEM No.</th>
<th>ITEM CODE</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>ITEM PRICE (IN FIGURES)</th>
<th>TOTAL (IN FIGURES)</th>
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**PROJECT TOTAL:** 
"Seven hundred thirty eight thousand, nine hundred sixty dollars and zero cents"  
"WORDS"  

$738,960.00
Troth Street
Sidewalk Improvement Project
58th Street to Jurupa Road
City of Jurupa Valley

Project No. C5-0082

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date set forth below.

COUNTY OF RIVERSIDE

BY: ________________________________

Chairman, Board of Supervisors

DATED: ________________________________

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY: ________________________________

Deputy

S&H CIVILWORKS

BY: ________________________________

TITLE: PRESIDENT

(If Corporation, affix Seal)

ATTEST:

______________________________

TITLE: SECRETARY

Licensed in accordance with an act providing for the registration of Contractors,

License No.: 1008640

Federal Employer Identification Number:

47-5560185

Department of Industrial Relations Registration Number:

1020034468

BY ________________________________

"County"

______________________________

"Corporation"

(Seal)
BOARD RESOLUTION OF S&H CIVILWORKS
TO NEGOCIATE AND BID CONTRACTS

DULY PASSED ON MARCH 18, 2016

NEGOTIATION OF CONTRACT AND BIDDING

RESOLVED, that the President of S&H CIVILWORKS hereby authorized and empowered to enter into a contract and provide bids for public works projects and government agencies, in the name of and in behalf of this Corporation, upon such terms and conditions as may be agreed upon, at the sole discretion of the President.

RESOLVED FURTHER, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred hereby are hereby ratified, confirmed and approved as the acts and deeds of this corporation.

It is hereby certified by the undersigned that the foregoing resolution was duly passed by the Board of Directors of the above-named Company on the 18th day of March 2016, in accordance with the Memorandum or By-Laws and Articles of Incorporation of the Company and the laws and by-laws governing the Company and that the said resolution has been duly recorded in the Minute Book and is in full force and effect.

[Signatures]

President

Vice President /Secretary
Performance Bond

Recitals:

1. S&H Civilworks (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Troth Street, Sidewalk Improvement Project, 58th Street to Jurupa Road, City of Jurupa Valley, Project No. CS-0082.

2. ____________________________________________, a ________________________________ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of $738,960.00 (Seven hundred thirty eight thousand, nine hundred sixty dollars and zero cents) and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of ____________________________.

By ____________________________  By ____________________________

By ____________________________  Type Name ____________________________

Its Attorney in Fact
"Surety"

Title ____________________________

"Contractor"

(Corporate Seal)  (Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements.)
Payment Bond
(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are **S&H Civilworks**, as Principal and Original Contractor and ______________________, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for $738,960.00 (Seven hundred thirty eight thousand, nine hundred sixty dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Trout Street, Sidewalk Improvement Project, 58th Street to Jurupa Road, City of Jurupa Valley, Project No. CS-0082.**

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: ________________________________

___________________________________
Original Contractor – Principal

___________________________________
Surety

___________________________________
Title ________________________________

(If corporation, affix seal)

___________________________________
Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF ____________________________ } ss. SURETY'S ACKNOWLEDGEMENT
COUNTY OF __________________________

On ____________________ before me, ______________________ personally appeared, ______________________ known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

___________________________________
Signature of Notary Public

___________________________________
Notary Public (Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

V.122116
Performed Bond

Recitals:

1. S&H Civilworks (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Troth Street, Sidewalk Improvement Project, 58th Street to Jurupa Road, City of Jurupa Valley, Project No. C5-0082.

2. U.S. Specialty Insurance Company, a Texas corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of $738,960.00 (Seven hundred thirty eight thousand, nine hundred sixty dollars and zero cents) and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of May 18, 2017.

By S&H Civilworks

By [Signature] [Title: President]

By [Signature] [Title: "Contractor"]

By U.S. Specialty Insurance Company

By [Signature] Cynthia J. Young [Type Name: Its Attorney in Fact "Surety"]

(Corporate Seal) (Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).
Acknowledgement

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

State of California
County of San Bernardino

On May 18, 2017, before me, Gurpal Bawa, Notary Public, personally appeared Jess Sotto who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)   (seal)
State of California
County of San Bernardino

On May 18, 2017 before me, Tabitha Davenport, Notary Public

personally appeared Cynthia J. Young

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: ____________________________ Number of Pages: ____________________________

Document Date: ____________________________

Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: ____________________________

☐ Individual
☐ Corporate Officer
☐ Partner -- ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ____________________________

Signer Is Representing: ____________________________
POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the “Companies”), do by these presents make, constitute and appoint:

Jay P. Freeman, Laurie B. Druck, or Cynthia J. Young of San Bernardino, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars ($3,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company’s liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and executed by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By: Daniel P. Aguilar, Vice President

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 Los Angeles  SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 (Seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18th day of May, 2017.

Corporate Seals

Bond No. 10710100063
Agency No. 3501

Kio Lo, Assistant Secretary
U.S. SPECIALTY INSURANCE COMPANY
13403 NORTHWEST FREeway
HOUSTON, TX 77040-6094

Old Company Names

<table>
<thead>
<tr>
<th>Eastern Aviation &amp; Marine Insurance Company</th>
<th>12/21/1993</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Specialty Insurance Company DBA USSpecialty Insurance Company</td>
<td>05/16/1996</td>
</tr>
</tbody>
</table>

Agent For Service

Vivian Imperial
818 West Seventh Street
Suite 930
Los Angeles, CA 90017

Reference Information

| NAIC #: | 29599 |
| California Company ID #: | 3220-1 |
| Date Authorized in California: | 10/30/1989 |
| License Status: | Unlimited-Normal |
| Company Type: | Property & Casualty |
| State of Domicile: | Texas |

Lines of Business

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

- Aircraft
- Automobile
- Boiler and Machinery
- Burglary
- Credit
- Disability
- Fire
- Liability
- Marine
- Miscellaneous
- Surety
- Team and Vehicle
- Workers' Compensation

© 2008 California Department of Insurance
Payment Bond
(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are S&H Civilworks, as Principal and Original Contractor and U.S. Specialty Insurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for $738,960.00 (Seven hundred thirty eight thousand, nine hundred sixty dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Troth Street, Sidewalk Improvement Project, 58th Street to Jurupa Road, City of Jurupa Valley, Project No. C5-0082.

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: May 18, 2017

S&H Civilworks
Original Contractor – Principal

By

Title President

(U.S. Specialty Insurance Company
Surety

By Cynthia J. Young
Its Attorney In Fact)

(Corporate Seal)

STATE OF CA
COUNTY OF San Bernardino

On MAY 18, 2017 before me, Gurpal Bawa, Notary Public, personally appeared, Jess Soto, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements.)

V.122116
Acknowledgement

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

State of California
County of San Bernardino

On May 18, 2017, before me, Gurpal Bawa, Notary Public, personally appeared Jess Sotto who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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]

[Seal]

GURPAL BAWA
COMM. #2052368
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires Jan. 15, 2018
State of California
County of San Bernardino

On May 18, 2017 before me, Tabitha Davenport, Notary Public

personally appeared Cynthia J. Young

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public:

--- OPTIONAL ---

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

Description of Attached Document

Title or Type of Document:__________________________

Document Date:__________________________ Number of Pages:__________________________

Signer(s) Other Than Named Above:__________________________

Capacity(ies) Claimed by Signer(s):

☐ Individual
☐ Corporate Officer

☐ Partner -- ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian or Conservator

Other:__________________________

Signer is Representing:__________________________

Top of thumb here
POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jay P. Freeman, Laurie B. Druck, or Cynthia J. Young of San Bernardino, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars ($3,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimated on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and executed by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company hereon or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

American Contractors Indemnity Company  Texas Bonding Company
United States Surety Company  U.S. Specialty Insurance Company

Corporate Seals

By: Daniel P. Aguilar, Vice President

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 Los Angeles  SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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  
(Seal)

On, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18th day of May, 2017.

Corporate Seals

Bond No. 10D1010063
Agency No. 3501

Kio Lo, Assistant Secretary
U.S. SPECIALTY INSURANCE COMPANY
13403 NORTHWEST FREeway
HOUSTON, TX 77040-6094

Old Company Names

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Agent For Service

Vivian Imperial
818 West Seventh Street
Suite 930
Los Angeles, CA 90017

Reference Information

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<td>UNLIMITED-NORMAL</td>
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<tr>
<td>Company Type:</td>
<td>Property &amp; Casualty</td>
</tr>
<tr>
<td>State of Domicile:</td>
<td>TEXAS</td>
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</table>

Lines Of Business

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

- Aircraft
- Automobile
- Boiler And Machinery
- Burglary
- Credit
- Disability
- Fire
- Liability
- Marine
- Miscellaneous
- Surety
- Team And Vehicle
- Workers' Compensation

© 2006 California Department of Insurance
Performance Bond

Recitals:

1. **S&H Civilworks** (Contractor) has entered into a Contract with **COUNTY OF RIVERSIDE** (County) for construction of public work known as **Troth Street, Sidewalk Improvement Project, 58th Street to Jurupa Road, City of Jurupa Valley, Project No. CS-0082**.

2. __________________________, a __________________________ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **$738,960.00 (Seven hundred thirty eight thousand, nine hundred sixty dollars and zero cents)** and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

**THIS BOND is executed as of __________________________.**

By __________________________   By __________________________

By __________________________   Type Name __________________________

Its Attorney in Fact
"Surety"

Title __________________________

"Contractor"

(Corporate Seal)   (Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. **All signatures must be acknowledged.** (Attach acknowledgements).
Performance Bond

Recitals:

1. S&H Civilworks (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Troth Street, Sidewalk Improvement Project, 58th Street to Jurupa Road, City of Jurupa Valley, Project No. C5-0082.

2. U.S. Specialty Insurance Company, a Texas corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of $738,960.00 (Seven hundred thirty eight thousand, nine hundred sixty dollars and zero cents) and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of May 18, 2017

By S&H Civilworks

By

Title "Contractor"

(Corporate Seal)

By U.S. Specialty Insurance Company

By Cynthia J. Young

Type Name

Its Attorney in Fact "Surety"

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements.)
Payment Bond  
(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are **S&H Civilworks**, as Principal and Original Contractor and ________________, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **$738,960.00 (Seven hundred thirty eight thousand, nine hundred sixty dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Troth Street, Sidewalk Improvement Project, 58th Street to Jurupa Road, City of Jurupa Valley, Project No. C5-0082**.

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: __________________________  

Original Contractor – Principal

__________________________

Surety

By ____________________________

(If corporation, affix seal)

__________________________

Its Attorney In Fact

Title ____________________________

(Corporate Seal)

(Corporate Seal)

STATE OF ____________________________

COUNTY OF ____________________________

}  ss. SURETY’S ACKNOWLEDGEMENT

On ____________________________ before me, ____________________________, personally appeared, ____________________________, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

__________________________  
Signature of Notary Public

Notary Public (Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

V.122116
State of California  
County of San Bernardino  

On May 18, 2017 before me, ___________________________, Notary Public

personally appeared ___________________________,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________________

☐ Individual  ☐ Corporate Officer  ☐ Trustee  ☐ Other:
☐ Partner  ☐ Limited  ☐ Attorney-In-Fact  ☐ Guardian or Conservator  ☐ General  ☐ Other:

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

State of California
County of San Bernardino
On May 18, 2017, before me, Gurpal Bawa, Notary Public, personally appeared Jess Sotto who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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]

(seal)
POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the “Companies”), do by these presents make, constitute and appoint:

Jay P. Freeman, Laurie B. Druck, or Cynthia J. Young of San Bernardino, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed $3,000,000.00 dollars ($**3,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company’s liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company herebefore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

Corporate Seals
AMERICAN CONTRACTORS INDEMNITY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

By: Daniel P. Aguilar, Vice President

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State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company; United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 (Seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 13th day of May, 2017.

Corporate Seals
Bond No. 10D1010063
Agency No. 3501

Kio Lo, Assistant Secretary
**Company Profile**

**Company Information**

**U.S. SPECIALTY INSURANCE COMPANY**

13403 NORTHWEST FREEWAY
HOUSTON, TX 77040-6094

<table>
<thead>
<tr>
<th>Old Company Names</th>
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<tbody>
<tr>
<td>EASTERN AVIATION &amp; MARINE INSURANCE COMPANY</td>
<td>12/21/1993</td>
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<tr>
<td>U.S. SPECIALTY INSURANCE COMPANY DBA USSPECIALTY INSURANCE COMPANY</td>
<td>05/16/1996</td>
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**Agent For Service**

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

**Reference Information**

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**Lines Of Business**

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

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

© 2008 California Department of Insurance
State of California
County of San Bernardino
On May 18, 2017, before me, Gurpal Bawa, Notary Public, personally appeared Jess Sotto who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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) (seal)
Payment Bond
(Public Works - Civil Code §9550 et seq.)
The makers of this Bond are S&H Civilworks, as Principal and Original Contractor and U.S. Specialty Insurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for $738,960.00 (Seven hundred thirty eight thousand, nine hundred sixty dollars and zero cents) the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Troth Street Sidewalk Improvement Project, 58th Street to Jurupa Road, City of Jurupa Valley, Project No. C5-0082.

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: May 18, 2017

S&H Civilworks
Original Contractor - Principal

By

Title President

(If corporation, affix seal)

U.S. Specialty Insurance Company

Surety

By

Cynthia J. Young
Its Attorney In Fact

(Corporate Seal)

STATE OF

COUNTY OF

SAN BERNARDINO

On MAY 18, 2017 before me, Gurpal Bawa, Notary Public, personally appeared, Jess Sothe, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).
POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the “Companies”), do by these presents make, constitute and appoint:

Jay P. Freeman, Laurie B. Druck, or Cynthia J. Young of San Bernardino, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars ($ 3,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company’s liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effectuated for the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company hereunto or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By:

Daniel P. Aguilar, Vice President

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 Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a Notary Public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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
(Seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of May 2017

Corporate Seals

Bond No. 10210 10063
Agency No. 3501

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

State of California

County of San Bernardino

On May 18, 2017 before me, Tabitha Davenport, Notary Public

personally appeared Cynthia J. Young

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

Document Date: ________________________________ Number of Pages: __________________________

Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: __________________________

☐ Individual
☐ Corporate Officer
☐ Partner -- ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: __________________________

Signer is Representing: __________________________
U.S. SPECIALTY INSURANCE COMPANY
13403 NORTHWEST FREEWAY
HOUSTON, TX 77040-6094

Old Company Names
EASTERN AVIATION & MARINE INSURANCE COMPANY
U.S. SPECIALTY INSURANCE COMPANY DBA U.S. SPECIALTY INSURANCE COMPANY

Effective Date
12/21/1993
05/16/1995

Agent For Service
Vivian Imperial
818 WEST SEVENTH STREET
SUITE 930
LOS ANGELES, CA 90017

Reference Information

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

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