

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

339



FROM: Economic Development Agency

SUBMITTAL DATE:

July 18, 2013

SUBJECT: Riverside Centre Elevator Modernization Project – Approval of Construction Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Waive any minor irregularities in the bid and award the construction agreement between the County of Riverside and ThyssenKrupp Elevator Corporation of Los Angeles, California, in the amount of \$773,573 and authorize the Chairman of the Board to execute the agreement on behalf of the county;
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies; and

(Continued)

REVIEWED BY CIP
Christopher Hans
Christopher Hans

Lisa Brandl for
Robert Field
Assistant County Executive Officer/EDA
By: Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 941,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Real Estate Budget 94%; Deferred Maintenance 6%

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature *Jennifer L. Sargent*
BY: Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL
BY: *Marshall Victor*
DATE: 7/18/13
MARSHALL VICTOR

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: *Samuel Wong*
DATE: 7/17/13
SAMUEL WONG

Dep't Recomm.: ☐ Consent ☐ Policy ☒ Policy ☒
Per Exec. Ofc.: ☐ Consent ☐ Policy ☒

Prev. Agn. Ref.: 3-11 of 3/19/13

District: 2/2

Agenda Number:

3-19

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

3. Approve a \$61,000 adjustment to the project budget.

BACKGROUND:

On March 19, 2013, the Board of Supervisors approved the plans and specifications for the Riverside Centre Elevator Modernization project, approved a total project budget, and authorized the Assistant County Executive Officer/EDA to submit the contract for award to the lowest responsible bidder to the Chairman of the Board for execution, provided that: if there is a bid protest, the lowest bid exceeds the estimated construction budget, the low bidder is disqualified, two or more bids are the same and are the lowest, or a bidder requests relief from its bid due to an error, the award will be submitted to the Board for action. On April 4, 2013, a mandatory bidder's conference was held and a bid opening was conducted on April 29, 2013. ThyssenKrupp Elevator Corporation was determined to be the lowest responsive and responsible bidder in the amount of \$773,573.

The estimated construction budget was \$712,000. After completion of the bid process, the lowest responsive bid exceeded the estimated construction budget by \$61,000; therefore a project budget adjustment is required.

PROJECT BUDGET:

The approximate allocation of the budget adjustment is as follows:

Original Approved Budget	880,000
Construction Adjustment	61,000
Revised Project Budget	\$941,000

FINANCIAL IMPACT:

All costs associated with this project will be partially funded by Real Estate in the amount of \$880,000 and partially funded by Deferred Maintenance in the amount of \$61,000. Thus no net county costs will be incurred.

Attachment:

Construction Agreement



**STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN
COUNTY AND CONTRACTOR**

by and between

THYSSENKRUPP ELEVATOR CORPORATION

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

RIVERSIDE CENTRE ELEVATOR MODERNIZATION

3403 10TH STREET, RIVERSIDE CA

STANDARD FORM OF CONSTRUCTION CONTRACT

BETWEEN COUNTY AND CONTRACTOR

THIS STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR ("Agreement") is entered into on this _____ day of June, 2013 by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and ThyssenKrupp Elevator Corporation ("Contractor") whose principal place of business is located at 6087 Triangle Drive, Los Angeles, California.

ARTICLE 1 DEFINITIONS

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context in which they are used.

ARTICLE 2 PERFORMANCE OF WORK

2.1 SCOPE OF WORK

Contractor shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

2.2 STANDARD OF PERFORMANCE

In addition to and without limiting Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

2.2.1 the requirements of the Contract Documents;

2.2.2 the requirements and conditions of Applicable Laws;

2.2.3 the standard of care applicable to those who provide construction of the type called for by this Construction Contract for projects of a scope and complexity comparable to the Project;

2.2.4 Contractor shall furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

2.2.5 Contractor shall apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Price and Contract Time.

ARTICLE 3 CONTRACT TIME

3.1 CONTRACT TIME

3.1.1 Substantial Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than Four hundred eighty (480) Days after the Date of Commencement.

3.1.2 Final Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than Thirty (30) Days after the actual occurrence of Substantial Completion.

3.1.3 Contract Adjustments. The Contract Time shall be extended or shortened only in accordance with the provisions of the Contract Documents governing Contract Adjustments to the Contract Time.

3.2 LIQUIDATED DAMAGES TO COUNTY

3.2.1 County's Right. County and Contractor acknowledge that if Contractor fails to Substantially Complete the Work within the Contract Time for Substantial Completion, County will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the assessment and recovery by County of liquidated damages under this Section 3.2.

3.2.2 Per Diem Rate. If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of One thousand Dollars (\$1,000) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.

3.2.3 Adjustment for Extensions of Time. Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, liquidated damages shall not be charged to Contractor for a period of time for which the Contractor is entitled under the Contract Documents to a Contract Adjustment to the Contract Time for Substantial Completion.

3.2.4 Partial Completion. The liquidated damages provided for under this Section 3.2 shall not be reduced or apportioned: (1) for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work; or (2) if portions of the Work are deleted pursuant to (a) the County's right to order Deleted Work; or (b) a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default.

3.2.5 Remedies. County may deduct any liquidated damages payable under this Section 3.2 from money due or to become due to Contractor under the Contract Documents, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety.

3.2.6 Not a Limitation. County's rights under this Section 3.2 shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an Event of Contractor Default other than a failure to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion; or (2) County's right to order an acceleration, at Contractor's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which County has the right to assess liquidated damages under this Section 3.2.

3.3 LIQUIDATED DAMAGES TO CONTRACTOR

3.3.1 Contractor's Right. County and Contractor acknowledge and agree that if Contractor is unable due to Compensable Delay to actually achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, Contractor and its affected Subcontractors will suffer Losses that would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by County to Contractor of liquidated damages under this Section 3.3.

3.3.2 Daily Rate. Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of Zero Dollars (\$0) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

3.3.3 Payment by County. A Change Order or Unilateral Change Order setting forth a Contract Adjustment to the Contract Price for liquidated damages permitted by this Section 3.3 shall be executed following, and not before, actual Substantial Completion and prior to or contemporaneously with Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the County's rights of withholding payment to Contractor as permitted elsewhere in the Contract Documents or under Applicable Laws, any amounts due to the Contractor under this Section 3.3 shall be payable as part of, and not prior to the due date for payment of, Final Payment to Contractor.

3.3.4 Deleted Work. A Contract Adjustment shall be made pursuant to Subparagraph 8.2.6.2 of the General Conditions reducing the Contract Price and Contract Time in the event that the Contract Time is shortened due to (1) Deleted Work; or (2) a termination by County of a portion of the Construction Contract for convenience or due to an Event of Contractor Default.

3.3.5 Termination. County shall have no liability to Contractor to pay any liquidated damages under this Section 3.3, nor shall County have any other liability to Contractor or any Subcontractor for any Loss due to Delay (including, without limitation, Compensable Delay) in the event the Construction Contract is wholly terminated (whether such termination is a termination for cause by County or Contractor or a termination for convenience by County) at any time prior to expiration of the Contract Time for Substantial Completion set forth in Paragraph 3.1.1, above.

3.3.6 Exclusive Remedy. Liquidated damages payable by County under this Section 3.3 constitute the Contractor's sole and exclusive right and remedy for recovery from County of Losses to Contractor and its Subcontractors, of every Tier, that are attributable to Compensable Delay, regardless of the cause, duration or timing of the Compensable Delay and no other Contract Adjustment, or other form of compensation or reimbursement, of any kind, shall be made to Contractor or any Subcontractor, of any Tier, for any Loss resulting, directly or indirectly, from, or attributable to, any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration not authorized by County in writing to overcome Excusable Delay; or (3) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect.

3.3.7 WAIVER BY CONTRACTOR.

CONTRACTOR WAIVES THE RIGHT TO FURTHER RECOURSE OR RECOVERY OF COSTS OR DAMAGES BY REASON OF OR RELATED TO ANY DELAY (INCLUDING, WITHOUT LIMITATION, COMPENSABLE DELAY) THAT IS IN EXCESS OF OR NOT RECOVERED BY CONTRACTOR AS PART OF THE LIQUIDATED DAMAGES PAYABLE TO CONTRACTOR UNDER THIS SECTION 3.3.

**ARTICLE 4
CONTRACTOR COMPENSATION**

4.1 CONTRACT PRICE

4.1.1 Contract Price. County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of Seven hundred seventy-three thousand, five hundred and seventy-three Dollars (\$773,573).

4.1.2 Basis. The Contract Price set forth in Paragraph 4.1.1, above, is based on the Bid submitted by Contractor as adjusted for Alternates accepted by County as set forth in Section 4.2, below.

4.1.3 Adjustments. The Contract Price is only subject to adjustment as permitted by the General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.

4.1.4 All-Inclusive Price. The Contract Price as adjusted for Contract Adjustment permitted by the Contract Documents is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses, foreseeable or unforeseeable, arising out of or related to past, present or future circumstances within or outside the control of the Contractor or its Subcontractors affecting the time or cost of performing the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and unforeseen fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally).

4.2 ALTERNATES

The Contract Price includes the following Alternates, which are described in the Contract Documents and are hereby accepted by County:

Number	Description	Dollar Amount
1	Provide gearless machines	\$50,592
3	Provide lobby hoistway doors	\$ 7,069
4	Provide interior cab lighting	\$20,931

4.3 UNIT PRICES

Unit prices agreed to by County and Contractor are as follows:

Description	Measurement Unit	Dollar Amount

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents include, without limitation, the following:

5.1.1 Construction Contract. The Contract Documents include this executed Standard Form of Construction Contract Between County and Contractor.

5.1.2 General Conditions. The Contract Documents include the ☒ General Conditions of the Standard Form of Construction Contract Between County and Contractor (Long Form) or ☐ General Conditions of the Standard Form of Construction Contract Between County and Contractor (Short Form).

5.1.3 Specifications. The Contract Documents include the following Specifications:

Title	Date	Divisions
SEE EXHIBIT 'A' WITH TABLE OF CONTENTS FOR SPECIFICATIONS AS APPROVED BY BOARD OF SUPERVISORS ON MARCH 19, 2013 AND IN ADDENDUM 1 DATED APRIL 17, 2013 AND INCORPORATED HEREIN.		

5.1.4 Drawings. Not Applicable. The Contract Documents do not include Drawings.

Sheet Number	Title	Date	Pages

5.1.5 Addenda. The Contract Documents include the following Addenda:

Addendum Number	Title	Date	Pages
1	RFI responses	April 17, 2013	8
2	Bid closing extension	April 18, 2013	1

5.1.6 Reference Documents. Not Applicable. The Contract Documents do not include additional Reference Documents.

Title	Author	Date	Pages

**ARTICLE 6
SPECIAL REQUIREMENTS**

6.1 LABOR CODE SECTION 1861 CERTIFICATION

By signing below, Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that he/she/it will comply with such provisions before commencing the performance of the Work.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.

IN WITNESS WHEREOF, the parties hereto have made and executed four (4) originals of this Construction Contract, on _____
[to be filled in by Clerk of the Board].

"COUNTY"

COUNTY OF RIVERSIDE

By: _____
JOHN J. BENOIT, Chairman
Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

By: Marsha L. Victor 7/8/13
Marsha L. Victor
Principal Deputy County Counsel

"CONTRACTOR"

Nicole Stanton
(sign on line above)

By: Nicole Stanton
(type name) Contract Analyst

Title: _____

The following information must be provided concerning the Contractor:

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

Corporation

If "other", enter legal form of business:

Enter address:

Telephone: _____

Facsimile: _____

Email: _____

Employer State

Tax ID #: _____

State Contractor License #: 651371

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

If Contractor is a corporation, state:

Name of President: _____

Name of Secretary: _____

State of Incorporation: _____

Project No. FM0872000296

Bond No. 82327650

PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on May 15, 2013, has awarded Construction Contract Number _____ ("Contract") to the undersigned HyssenKrupp Elevator Corporation as Principal ("Principal") to perform the work ("Work") for the following project Name of Project;

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 Federal 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 Seven Hundred Seventy Three Thousand Five Hundred Seventy Three and 00/100 Dollars (\$773,573.00), 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, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

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 rights against the others.

Affix Seal if Corporation

ThyssenKrupp Elevator Corporation

(Firm Name – Principal)

114 Townpark Drive, Suite 300

Kennesaw, GA 30144

(Business Address)

By

Nicole Shue

(Original Signature)

(Title)

Contract Analyst



Federal Insurance Company

(Corporation Name – Surety)

Affix Corporate Seal

15 Mountain View Road

Warren, NJ 07059

(Business Address)

By

Kimly Bragg

(Signature – Attached Notary's Acknowledgment)

Kimberly Bragg

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


ACKNOWLEDGEMENT OF SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 17th day of June, 2013, before me personally came Kimberly Bragg to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Federal Insurance Company.

The Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed by authority granted to him/her in accordance with By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.



Notary Public, Christine Eitel





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint

Kimberly Bragg

as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, the following Surety Bond:

Surety Bond Number : 82327650

Obligee : County of Riverside

And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st day of March 2013**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Richard A. Ciullo

Richard A. Ciullo, Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **1st day of March 2013** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with T. W. Cavanaugh, and knows him to be Vice President of said Companies; and that the signature of T. W. Cavanaugh, subscribed to said Power of Attorney is in the genuine handwriting of T. W. Cavanaugh, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial
Seal



WENDIE WALSH
Notary Public, State of New Jersey
No. 0054504
Expires April 18, 2018

Wendie Walsh

Notary

Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **17th** day of **June, 2013**.



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Project No. FM0872000296

Bond No. 82327650

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 May 15, 2013, has awarded Construction Contract Number _____ ("Contract") to the undersigned ThyssenKrupp Elevator Corporation as Principal ("Principal") to perform the work ("Work") for the following project: Riverside Center Elevator Modernization Project, ("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 Federal 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 Seven Hundred Seventy Three Thousand Five Hundred Seventy Three and 00/100 Dollars (\$ 773,573.00), 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.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

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.

ThyssenKrupp Elevator Corporation

(Firm Name – Principal)

114 Townpark Drive, Suite 300

Kennesaw, GA 30144

(Business Address)

By

Mueller

(Original Signature)

Contract Analyst

(Title)

Federal Insurance Company

(Corporation Name – Surety)

15 Mountain View Road

Warren, NJ 07059

(Business Address)

By

Kimberly Bragg

(Signature – Attached Notary's Acknowledgment)

Kimberly Bragg

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix Seal if Corporation



Affix Corporate Seal

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

ACKNOWLEDGEMENT OF SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 17th day of June, 2013, before me personally came Kimberly Bragg to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Federal Insurance Company

The Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed by authority granted to him/her in accordance with By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.



Notary Public, Christine Eitel





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint

Kimberly Bragg

as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, the following Surety Bond:

Surety Bond Number : 82327650

Obligee : County of Riverside

And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **1st day of March 2013**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Richard A. Ciullo

Richard A. Ciullo, Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **1st day of March 2013** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with T. W. Cavanaugh, and knows him to be Vice President of said Companies; and that the signature of T. W. Cavanaugh, subscribed to said Power of Attorney is in the genuine handwriting of T. W. Cavanaugh, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial
Seal



**WENDIE WALSH
Notary Public, State of New Jersey
No. 0054504
Expires April 18, 2018**

Wendie Walsh

Notary

Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **17th** day of June, 2013.



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of THYSSENKRUPP ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder's employer identification number for state tax purposes is 62-1211267.

2. The Bidder's workers' compensation insurance policy number is WLRCL47125042 and the name, address, and telephone number of the insurance carrier providing said insurance is: SEE ATTACHED INSURANCE SPECIMEN

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder's Bid [Insert information requested. Attach additional sheets, if needed.]:

Vehicle	Vehicle ID #	Vehicle Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)
2009 FORD 450	8U23944	SEE ATTACHED INSURANCE SPECIMEN	
2009 FORD 250	8K26245		

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bidder's Bid [If no such housing will be provided, enter "none"]: NOT APPLICABLE - NONE

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
SPECIMEN

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

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

PRODUCER Willis of Illinois, Inc. 233 S. Wacker Drive, Suite 2000 Chicago IL 60606	CONTACT NAME: Helen Chen	
	PHONE (A/C No. Ext): 312-288-7489 FAX (A/C No.): 312-621-6865	
	E-MAIL: tke.certificates@willis.com	
	ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED THYSSENKRUPP ELEVATOR CORPORATION	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Lexington Insurance Company	19437
	INSURER D: Wausau Bus Ins Co/Wausau Underwriters Ins	26069/26042
	INSURER E: Indemnity Ins Co of N/A/ACE American Ins Co	43575/22667
	INSURER F:	
	INSURER G:	

COVERAGES

CERTIFICATE NUMBER: SPECIMEN

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EFF (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			037205277	10/01/2012	10/01/2013	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			037205276			DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one Religion) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG Included
B	AUTOMOBILE LIABILITY			ASKZ91438879012 (AOS)	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO			ASJZ91438879032 (PR)			BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						AGGREGATE
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC47125042 (AOS)	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WLRC47125030 (CA, MA)			E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below.	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: JOB# SPECIMEN SPECIMEN

CERTIFICATE HOLDER

CANCELLATION

SPECIMEN

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/19/2013

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 BLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER WILLIS OF ILLINOIS INC 233 S WACKER DRIVE SUITE 2000 CHICAGO IL 60606	CONTACT NAME: Helen Chen
	PHONE: 312-288-7489 FAX: 312-621-6865 E-MAIL: tke.certificates@willis.com
INSURED THYSSENKRUPP ELEVATOR CORPORATION 6087 TRIANGLE DRIVE LOS ANGELES CA 90090	PRODUCER CUSTOMER #:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Lexington Insurance Company NAIC # 19437
	INSURER B: Wausau Bus Ins Co/Wausau Underwriters Ins Co 26069/26042
	INSURER C: Indemnity Ins Co of NA/ACE American Ins Co 43575/22667
	INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CKDO-98TJAG-130619065244 REVISION NUMBER:

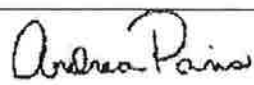
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	General Liability			037205277 037205276	10/01/2012	10/01/2013	Each Occurrence \$2,000,000
	<input checked="" type="checkbox"/> Commercial General Liability		Damage to Rented Premises (Ea occurrence) \$1,000,000				
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur		Med Exp (Any one person) \$5,000				
			Personal & Adv. Injury \$2,000,000				
			General Aggregate \$2,000,000				
			Products-Comp/Ops Agg Included				
Gen'l Aggregate Limit Applies Per: <input checked="" type="checkbox"/> Pol <input type="checkbox"/> Proj <input type="checkbox"/> Loc							
B	Automobile Liability			ASKZ91438879012 (AOS) ASJZ91438879032 (PR)	10/01/2012	10/01/2013	Combined Single Limit (Ea accident) \$2,000,000
	<input checked="" type="checkbox"/> Any Auto		Bodily Injury (Per person)				
	<input type="checkbox"/> All Owned Autos		Bodily Injury (Per accident)				
	<input type="checkbox"/> Scheduled Autos		Property Damage (per accident)				
	<input type="checkbox"/> Hired Autos						
	<input type="checkbox"/> Non-Owned Autos						
	Umbrella Liab	<input type="checkbox"/> Occur					Each Occurrence
	Excess Liab	<input type="checkbox"/> Claims-Made					Aggregate
	Deductible						
	Retention \$						
C	Worker's Compensation and Employers' Liability	Y/N	N/A	WLRC47125042 (AOS) WLRC47125030 (CA, MA)	10/01/2012	10/01/2013	WC Statutory Limits X Other
	Any Proprietor / Partner / Executive Officer / Member Excluded?						EL Each Accident \$1,000,000
	(Mandatory in NH)						EL Disease - Ea Employee \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						EL Disease - Policy Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: ELEVATOR MODERNIZATION JOB# 041-5370M RIVERSIDE CENTRE ELEVATOR; 3403 10TH STREET, RIVERSIDE, CALIFORNIA

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF RIVERSIDE 3403 10TH STREET SUITE 400 RIVERSIDE CA 92501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized Representative 
--	--

ADDITIONAL INFORMATION		Date 06/19/2013
PRODUCER WILLIS OF ILLINOIS INC 233 S WACKER DRIVE SUITE 2000 CHICAGO IL 60606	Company E	
	Company F	
INSURED THYSSENKRUPP ELEVATOR CORPORATION 6087 TRIANGLE DRIVE LOS ANGELES CA 90090	Company G	
	Company H	
TEXT		

The Additional Insured(s) listed below are added as an Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.
 RIVERSIDE COUNTY

The insurance shall be primary and non-contributing with respect to the Additional Insured where required by written contract.

Waiver of Transfer of Rights of Recovery Against Others/Waiver of Subrogation applies with respect to General Liability and/or Workers' Compensation and/or Automobile policies where required by written contract and only to the extent that coverage is afforded under these policies.

CERTIFICATE HOLDER	Serial #:	CKDO-98TJAG-130619065244
COUNTY OF RIVERSIDE 3403 10TH STREET SUITE 400 RIVERSIDE CA 92501		

Expiring: 10/01/2013

Cert ID: CKDO-98TJAG-130619065244
Policy No.: 037205277 & 037205276

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED ENDORSEMENT
BLANKET AUTOMATIC
(WHEN REQUIRED BY WRITTEN CONTRACT)**

NAMED INSURED: ThyssenKrupp Elevator Corporation and all Subsidiaries

ADDITIONAL INSURED(s):
RIVERSIDE COUNTY

JOB: RE: ELEVATOR MODERNIZATION JOB# 041-5370M RIVERSIDE CENTRE ELEVATOR; 3403 10TH STREET, RIVERSIDE, CALIFORNIA

EFFECTIVE DATE: **10/01/2012**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

**Additional Insured Endorsement
Blanket Automatic (When Required By Contract)**

It is hereby understood and agreed that Section II - Who Is An Insured - is amended by adding the following Part 5:

5. Any person, firm, corporation or government body for whom the named insured is obligated by virtue of a written contract or agreement entered into with respect to the named insured's manufacture, sale, distribution, installation, service, repair or inspection of elevators and related devices, parts and components, to afford coverage such as is provided by this policy.

The coverage provided for any such additional insured is expressly limited to apply only to liability arising out of operations conducted by or for the named insured under the written contract or agreement and then only to the extent required by such written agreement. No coverage is provided for any additional insured for the liability which arises in any manner, directly or indirectly, other than from operations conducted by or for the named insured.

Expiring: 10/01/2013

Cert ID: CKDO-98TJAG-130619065244
Policy No.: 037205277 & 037205276

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE

BLANKET WAIVER AS REQUIRED BY WRITTEN CONTRACT

ADDITIONAL INSURED(s):
RIVERSIDE COUNTY

JOB: RE: ELEVATOR MODERNIZATION JOB# 041-5370M RIVERSIDE CENTRE ELEVATOR; 3403 10TH STREET, RIVERSIDE, CALIFORNIA

We waive any right of recovery we may have against the person or organization required by written contract because of payments we make for injury or damage arising out of "your work" done under contract with that person or organization.

The waiver applies only to the person or organization required by written contract and only to the extent required by written contract.

Expiring: 10/01/2013

Cert ID: CKDO-98TJAG-130619065244

Policy No.: ASKZ91438879012 (AOS) & ASJZ91438879032 (PR)

**WAIVER OF SUBROGATION/BLANKET TRANSFER OF OUR RIGHT TO
RECOVER FROM OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

BLANKET WAIVER AS REQUIRED BY WRITTEN CONTRACT

**ADDITIONAL INSURED(s):
RIVERSIDE COUNTY**

**JOB: RE: ELEVATOR MODERNIZATION JOB# 041-5370M RIVERSIDE CENTRE ELEVATOR; 3403 10TH
STREET, RIVERSIDE, CALIFORNIA**

**SECTION IV A.5., "BUSINESS AUTO CONDITIONS, TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS
TO US" IS AMENDED TO INCLUDE THE FOLLOWING:**

When that person or organization is required by a written contract, we waive our right to recover damages from other parties those payments we made. We will waive our right of subrogation only to the extent required by that written contract. That written contract must have been entered into prior to and "accident" or "loss".

Expiring: 10/01/2013

Cert ID: CKDO-98TJAG-130619065244

Policy No.: WLRC47125042 (AOS) & WLRC47125030 (CA, MA)

**WAIVER OF SUBROGATION/BLANKET TRANSFER OF OUR RIGHT TO
RECOVER FROM OTHERS**

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

BLANKET WAIVER AS REQUIRED BY WRITTEN CONTRACT

ADDITIONAL INSURED(s):
RIVERSIDE COUNTY

**JOB: RE: ELEVATOR MODERNIZATION JOB# 041-5370M RIVERSIDE CENTRE ELEVATOR; 3403 10TH
STREET, RIVERSIDE, CALIFORNIA**

We waive any right of recovery we may have against the person or organization specified in the written contract because of payments we make for injury or damage arising out of "your work" done under contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule and only to the extent required by written contract.