

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

635



FROM: Economic Development Agency

SUBMITTAL DATE:

March 6, 2014

SUBJECT: Riverside County Innovation Center Tenant Improvement Project – Approval of Plans and Specifications, Addendums 1 and 2, Construction Agreement and Project Budget, District 2, [\$2,546,569], CORAL Bond Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify approval of the plans, specifications, and Addendums 1 and 2 for the construction of the Riverside County Innovation Center Tenant Improvement Project;
2. Grant the low bidder, JB & Son Construction, relief from its bid without penalty due to a clerical error;
3. Waive any minor irregularities in the bid and award the construction agreement between the County of Riverside and Marjani Builders of Mission Viejo, California, in the amount of \$532,000 and authorize the Chairman of the Board to execute the agreement on behalf of the county;

FISCAL PROCEDURES APPROVED

BAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY: [Signature] 3/5/14

[Signature]

Robert Field

Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 600,000	\$ 1,946,569	\$ 2,546,569	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: CORAL Bond Funds

Budget Adjustment: No

For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE

BY:

[Signature]
Imelda Delos Santos

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 2/25/14
MARSHA L. VICTOR
Departmental Concurrence

By: [Signature] 10 Feb 14
Kevin Crawford, Chief Information Officer
Riverside County Information Technology

☐ A-30
☐ Positions Added
☐ 4/5 Vote
☐ Change Order

Prev. Agn. Ref.: 3-7 of 5/14/13; 3-49 of 7/02/13

District: 2/2

Agenda Number:

3-5

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

Economic Development Agency

FORM 11: Riverside County Innovation Center Tenant Improvement Project – Approval of Plans and Specifications, Addendums 1 and 2, Construction Agreement and Project Budget, District 2, [\$2,546,569], CORAL Bond Funds

DATE: March 6, 2014

Page 2 of 3

RECOMMENDED MOTION: (Continued)

4. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies;
5. Approve the total project budget of \$2,546,569; and
6. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies.

BACKGROUND:

Summary

On July 2, 2013, the Board of Supervisors approved the agreement for the purchase and sale of real property, located at 3450 14th Street and 3478 14th Street, Riverside, California. The property previously known as the Press-Enterprise Building was constructed in 2007 and will serve to consolidate and house Riverside County Information Technology's collective staff.

The planned tenant improvements consist of the creation of a conference center, additional training rooms, electrical modifications needed to coordinate with the new furnishings to be installed, and various other code related corrections needed to get plan approval from the building official.

Price Reasonableness

County Purchasing (Purchasing) advertised for the public works project beginning December 24, 2013. On January 7, 2014, 15 contractors attended the mandatory job walk; vendors were invited to access the bid documents online. The bid closed on January 30, 2014 with Purchasing receiving five bids.

On February 3, 2014, the County of Riverside received an electronic mail correspondence from JB & Son Construction stating a miscalculation was committed in their bid proposal. The Economic Development Agency (EDA) project staff and County Counsel have reviewed documents from JB & Son Construction to withdraw their bid and determined they provided sufficient information per the Public Contract Code. EDA asks that the Board of Supervisors relieve JB & Son Construction from their bid proposal, pursuant to Public Contract Code Section 5100 et seq., waive any minor irregularities in the bid from Marjani Builders, and award the bid to Marjani Builders in the amount of \$532,000.

Re-bidding the project would cause delays in fully occupying the building. Purchasing concurs with this request to award the bid to Marjani Builders.

Impact on Residents and Businesses

(Commences on Page 3)

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

Economic Development Agency

FORM 11: Riverside County Innovation Center Tenant Improvement Project – Approval of Plans and Specifications, Addendums 1 and 2, Construction Agreement and Project Budget, District 2, [\$2,546,569], CORAL Bond Funds**DATE:** March 6, 2014

Page 3 of 3

Impact on Residents and Businesses

Residents and business will experience more efficient and effective Riverside County Information Technology services.

Additional Fiscal Information

The approximate allocation of the project budget is as follows:

PROJECT BUDGET LINE ITEMS	BUDGET
Design	182,595
Project Management / Advertisement / Prints / Inspections / Permit / Opening	189,620
Tenant Improvement Construction Contract	532,000
Generator Construction Contract	624,000
Fire Alarm Upgrades Construction Contract	600,000
Specialty Inspection and Testing	25,000
Facility Start-Up Costs	243,354
Contingency	150,000
TOTAL PROJECT BUDGET	\$ 2,546,569

Expenditures for FY 2013/14 are estimated at \$600,000; expenditures for FY 2014/15 are estimated at \$1,946,569. All costs associated with this project will be funded by CORAL Bond Funds, thus no net county costs will be incurred and no budget adjustment is required at this time.

Attachments:

Specifications

Construction Agreement with Marjani Builders

635

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

Bid Submission Address:

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

Request for Quotation # FMARC-202

Bid Issue Date: December 24, 2013
Job Walk Date: January 7, 2014 at 9:00am
Bid Closing Date: January 16, 2014
on or before 1:30 P.M. Pacific Time

AGREEMENT FORM

Page 1 of 2

THIS AGREEMENT, entered into this 24th day of February, 2014, by and between
MARJANI BUILDERS, hereinafter called the "Contractor," and the County of Riverside,
hereinafter called "County."

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The complete contract includes all of the Contract documents, to wit: The Notice Inviting Bids, Instructions to Bidders, Contractor's Quote, Wage Schedule according to the State of California, Payment and Performance Bonds, Plans and Specifications plus any Addenda thereto, General Conditions, including all terms and conditions to the Agreement. All Contract documents are intended to cooperate and become complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials necessary to general construction required to construct the Riverside County Innovation Center (RCIC). Tenant Improvements, hereinafter called the "County", including addenda thereto as listed in the Contractor's Quote, all of which are made part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within 90 calendar days from and after said date, and pay as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of \$0.00 per calendar day in delaying the delivery and completion of the project. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The County agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of Five Hundred Thirty Two Thousand Dollars \$(532,000.00) being the total of the base bid plus the following alternatives:

Addendum No's 1 & 2

The sum is to be paid according to the schedule as provided in the General Conditions.

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

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement.

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

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2980 Washington Street
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AGREEMENT FORM

Page 2 of 2

Type of Contractor's organization: Individual

If other than individual or Corporation, list names of all members who have authority to bind firm:

Alexander Marjani				

IF OTHER THAN CORPORATION EXECUTE HERE:

Firm Name:	Marjani Builders		
Address:	26091 Ravenna Road, Mission Viejo, CA 92692		
Contractor's License No.	967128		
Signature:	<i>Alexander J. Marjani</i>		
Title:	Vice President		

IF CORPORATION, FILL OUT THE FOLLOWING AND EXECUTE:

Name of President of Corporation:		
Name of Secretary of Corporation:		
Corporation organized under the laws of the State of		
Firm Name:		
Address:		
Contractor's License No.		
Signature:		
Title:		

DO NOT COMPLETE BELOW THIS LINE

Attest:

Kecia Harper-Ihem, Deputy
Clerk of the Board

Jeff Stone, Chairman
Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: *Jeff Stone*
MARSHALL VICTOR
DATE: *1/14*

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

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PERFORMANCE BOND


Page 1 of 1


NORTH AMERICAN SPECIALTY
INSURANCE COMPANY

The makers of this Bond MARJANI BUILDERS as Principal and NORTH AMERICAN SPECIALTY INSURANCE COMPANY as Surety, are held and firmly bound unto County of Riverside, hereinafter called the County, in the sum of FIVE HUNDRED THIRTY TWO THOUSAND AND NO/100 Dollars \$ (532,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrator, and successors, jointly and severally, firm by these presents

The condition of this obligation is such that whereas the Principal entered into a certain contract, hereto attached, with the County, dated: _____ for: RIVERSIDE COUNTY INNOVATION CENTER (RCIC), TENANT IMPROVEMENT Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the County, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this 7TH Day of FEBRUARY 2014

MARJANI BUILDERS		
(Firm Name - Principal)		
26091 RAVENNA ROAD, MISSION VIEJO, CA 92692		
(Business Address)		
		
(Signature - Attach Notary's Acknowledgment)		
By <u>Alexander A. Marjani</u>	<u>V.P.</u>	
(Title)		

NORTH AMERICAN SPECIALTY INSURANCE COMPANY		
(Corporation Name - Surety)		
6 HUTTON CENTRE DRIVE, SUITE 850, SANTA ANA, CA 92707		
(Business Address)		
By 		
(Original Signature)		
ATTORNEY-IN-FACT, MARK D. IATAROLA		
(Title - Attach Power of Attorney)		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO

On 02/07/2014
Date

before me, GLEND A J. GARDNER, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

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: MARK D. IATAROLA

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLENDIA J. GARDNER, MARK D. IATAROLA and DEBORAH D. DAVIS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By

David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10th day of December, 2012.

**North American Specialty Insurance Company
Washington International Insurance Company**

State of Illinois
County of Cook

ss:

On this 10th day of December, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Donna D. Sklens

Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7TH day of FEBRUARY, 2014.

Jeffrey Goldberg
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State Of California
County Of Orange

On Feb. 12, 2014 before me, Kathy Vandersommen, a Notary Public, personally appeared

Alexander A. Marjan:

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

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

WITNESS my hand and official seal.

Kathy Vandersommen



(Optional)

Title/Type of the document: Performance Bond

Document Date: _____

Number of Pages _____

Signer(s) other than named above _____

Signer's Capacity: _____

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

Bid Submission Address:
Purchasing and Fleet Services
2880 Washington Street
Riverside, CA 92504-4647
Telephone: (951) 953-4937
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on or before 1:30 P.M. Pacific Time

PAYMENT BOND

Page 1 of 1

(Public Work - Civil Code Section 3247 et. seq.)

The makers of this Bond are MARJANI BUILDERS, as principal and Original Contractor and NORTH AMERICAN 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 dated _____ Between Principal and County of Riverside, a public entity, as County, for \$ 532,000.00, the total amount payable. THE AMOUNT OF THIS BOND IS FOR 100% OF SAID SUM Said Contract is for public work generally consisting of the Riverside County Innovation Center (RCIC), Tenant Improvements.

The beneficiaries of this Bond are as stated in 3248 of the Civil Code and the requirements and conditions of this bond are as set forth in Sections 3248, 3249, 3250, and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Signed and Sealed this 26TH Day of FEBRUARY, 2014

MARJANI BUILDERS		Affix Seal if Corporation
(Firm Name - Principal)		
26091 RAVENNA ROAD, MISSION VIEJO, CA 92692		
(Business Address)		
BY: <u>Alexander J. Marjan</u>	(Signature - Attach Notary's Acknowledgment)	
By: <u>V.P.</u>	(Title)	

NORTH AMERICAN SPECIALTY INSURANCE COMPANY		Affix Corporate Seal
(Corporation Name - Surety)		
6 HUTTON CENTRE DRIVE, SUITE 850, SANTA ANA, CA 92707		
(Business Address)		
By: <u>Michelle M. Basuil</u>	(Original Signature)	
ATTORNEY-IN-FACT, MICHELLE M. BASUIL		
(Title - Attach Power of Attorney)		

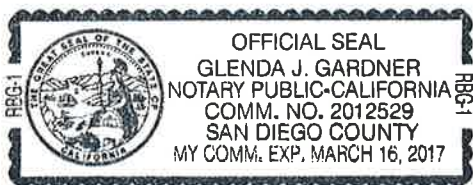
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO

On 02/26/2014 before me, GLEND A. J. GARDNER, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MICHELLE M. BASUIL
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature Glenda J. Gardner
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: PAYMENT BOND

Document Date: 02/26/2014

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MICHELLE M. BASUIL

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLENDIA J. GARDNER, MARK D. IATAROLA and DEBORAH D. DAVIS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By

David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10th day of December, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 10th day of December, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Donna D. Sklens

Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of FEBRUARY, 2014.

Jeffrey Goldberg

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State Of California
County Of Orange

On February 27, 2014 before me, Moe Manor, a Notary Public, personally appeared

Alexander A. Marjani

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

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

WITNESS my hand and official seal.

Moe Manor



(Optional)

Title/Type of the document: Payment Bond

Document Date: 2/27/14

Number of Pages _____

Signer(s) other than named above _____

Signer's Capacity: _____

Automobile Club of Southern California

MAILING ADDRESS: P.O. BOX 25001, SANTA ANA, CALIFORNIA 92799-5001

**BINDER OF INSURANCE**

Policy No CAA 067374698

Name and Address of Lienholder or Additional Insured

COUNTY OF RIVERSIDE
2980 WASHINGTON ST
RIVERSIDE CA 92504

NOTICE TO LIENHOLDER

IN THE EVENT OF CANCELLATION OF THIS BINDER, THE
EXCHANGE WILL GIVE THE LIENHOLDER 10 DAYS
WRITTEN NOTICE OF CANCELLATION

Loan Number:

Policy Effective Dates: 05/07/2013 TO 05/07/2014

The Interinsurance Exchange of the Automobile Club of Southern California hereby acknowledges itself bound to the named insured for the coverages specified in the schedule subject to all the provisions of the Exchange's applicable policy form. The issuance of a policy to the named insured or, if a policy is in force, the issuance of an endorsement covering the automobile, boat or trailer described herein shall void this binder. A pro rata premium charge computed for the term of coverage in accordance with the current rates of the Exchange in effect at the inception of the binder will be made unless such a policy or policy endorsement is issued. This binder shall not be construed to afford cumulative insurance with any existing policy.

Name of Insured: PIROUZGAR, ALEXANDER

DESCRIPTION OF AUTOMOBILE, BOAT, OR TRAILER

	Year	Trade Name	Type of Body or Boat	Identification Number
1	2012	LAND ROVER	2 DOOR	SALVR1BG9CH605564

AUTOMOBILE INSURANCE		LIMITS OF LIABILITY		"X" indicates Coverage bound and afforded	
Bodily Injury Liability	1	million dollars, each person		X	
Property Damage	1	million dollars, each occurrence		x	
Excess Medical Payments		thousand dollars each person			
Underinsured Motorist/Uninsured Motorist		Not Less Than \$100 each person \$300 per accident		X	
Comprehensive (include. Fire and Theft)	(a)	Actual Cash Value less \$ 1000	deductible	X	
	(b)	Limit of Liability of	Less \$ deductible		
Fire and Theft only	(a)	Actual Cash Value less \$	deductible		
	(b)	Limit of Liability of \$	Less \$ deductible		
Collision	(a)	Actual Cash Value less \$ 1000		X	
	(b)	Limit of Liability of	less deductible		
Uninsured Deductible Waiver YES					
V.S. I. (Conversion, Embezzlement, Secretion only)					
WATERCRAFT INSURANCE (Boat)				"X" indicates Coverage bound and afforded	
Bodily Injury Liability and Property Damage Liability		Thousand Dollars, each occurrence			
Physical Damage		Actual Cash Value not to exceed Limit of Liability: of \$ less \$ deductible			

Effective Date of Binder 02/12/2014 12:01 AM

This binder shall expire 30 days from the effective date or may be canceled by the named insured at any time during such 30 days period. The Exchange may cancel this binder by mailing to the named insured at the address shown above written notice stating when, not less than 19 days thereafter, such cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice.

LINDA MORALES
(Authorized Representative)

ACSC Management Services, Inc.

ATTORNEY-IN-FACT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2014

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 License # 0C36861
Inland Empire-Alliant Insurance Services, Inc.
735 Carnegie Dr Ste 200
San Bernardino, CA 92408

CONTACT NAME: Debi A Cotton

PHONE (A/C, No, Ext): (909) 886-9861

FAX (A/C, No): (909) 886-2013

E-MAIL: DCotton@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State Compensation Insurance Fund of CA 35076

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Marjanl Builders
26091 Ravenna Road
Mission Viejo, CA 92692

COVERAGES

CERTIFICATE NUMBER:

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 EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					X WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	X 90004982012	11/10/2013	11/10/2014	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Job: FMARC-202, Riverside County Innovation Center (RCIC), Tenant Improvements. Waiver of subrogation applies as respects to workers compensation per endorsement attached. Replaces and Cancels prior certificate issued 2/14/14.

CERTIFICATE HOLDER

County of Riverside
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/14

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 Mark Benton Insurance Agency Inc Proudly Serving California Contractors Since 2000 PO Box 800275 Dallas, TX 75380-0275 License: 0773180	CONTACT NAME: Shellie Benton	
	PHONE (A/C, No, Ext): 661-222-7001	FAX (A/C, No): 661-222-7741
	EMAIL ADDRESS: shellie@benton.pro	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED MARJANI BUILDERS 26091 RAVENNA RD MISSION VIEJO, CA 92692	INSURER A:	COLONY INSURANCE COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL4048635	5/1/2013	5/1/2014	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000					
		MED EXP (Any one person)	\$ 5,000					
		PERSONAL & ADV INJURY	\$ 1,000,000					
		GENERAL AGGREGATE	\$ 2,000,000					
	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident)	\$
		BODILY INJURY (Per person)	\$					
		BODILY INJURY (Per accident)	\$					
		PROPERTY DAMAGE (Per accident)	\$					
			\$					
C	<input type="checkbox"/> UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
		AGGREGATE	\$					
			\$					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$
		E.L. EACH ACCIDENT	\$					
		E.L. DISEASE-EA EMPLOYEE	\$					
		E.L. DISEASE - POLICY LIMIT	\$					
E							\$	\$

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

10 Day Notice of Cancellation for Non-Pay, 30 Day All other

County of Riverside named as Additional Insured for General Liability per attached Blanket Endorsement form #U156-0310 with Primary Wording and Waiver of Subrogation.

CERTIFICATE HOLDER**CANCELLATION**

County of Riverside
2982 Washington Street
Riverside, CA 92504

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

Mark Benton

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Additional Insured):	Location(s) of Covered Operations:
COUNTY OF RIVERSIDE 2982 WASHINGTON STREET RIVERSIDE, CALIFORNIA 92504	VARIOUS

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

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

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

Additional Insured Contractual Liability

“Bodily injury” or “property damage” for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations at Work

“Bodily injury” or “property damage” occurring after:

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

Negligence of Additional Insured

“Bodily injury” or “property damage” arising directly or indirectly out of the negligence of the additional insured(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.