



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



547

FROM: Regional Park & Open-Space District

SUBMITTAL DATE: 3/29/10

SUBJECT: Santa Rosa Plateau Visitor Center Improvement Project - District I

RECOMMENDED MOTION: That the Board approves and:

- 1) Authorizes the Chair to execute the agreement between the Riverside County Regional Park and Open-Space District (District) and Landmark Site Contractors, Perris, California, in the amount of \$498,500 for the Santa Rosa Plateau Visitor Center Improvement Project; and
2) Instructs the Clerk of the Board to return four (4) executed copies of the agreement to the District for transmittal and file.

BACKGROUND: On February 23, 2010 (per Board Minute Order 13.4), the Board approved the plans and specifications for the construction of a new entry, reshaping of the existing parking lot, construction of a pre-fabricated shade structure, construction of an interpretive deck, installation of trails with interpretive signs and features, and some landscaping to the Santa Rosa Plateau Visitor Center site. The Clerk of the Board advertised for bids. Bids were received and publicly opened by the Clerk on March 24, 2010, with the Clerk receiving eleven bids. District staff reviewed the bids, and found the lowest responsive, responsible bid was submitted by Landmark Site Contractors, Perris, California in the amount of \$498,500.

771-SRP VC Improvement Project

Scott Bangle, General Manager

Table with 4 columns: FINANCIAL DATA, Current F.Y. Total Cost, Current F.Y. Net County Cost, Annual Net County Cost, In Current Year Budget, Budget Adjustment, For Fiscal Year. Values include \$ 498,500, \$ -0-, \$ -0-, Yes, No, 2009/10 & 2010/11.

Table with 2 columns: SOURCE OF FUNDS (2002 Bond Act Per Capita Program, State of California, 35%; DIF West Parks, 60%; Development Mitigation Funds, 5%), Positions To Be Deleted Per A-30, Requires 4/5 Vote.

C.E.O. RECOMMENDATION: APPROVE
BY: Alex Gann
County Executive Office Signature

MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT BOARD OF DIRECTORS
On motion of Commissioner Buster, seconded by Commissioner Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 20, 2010
xc: Parks

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

13.2

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
FORM APPROVED COUNTY COUNSEL BY [Signature] DATE 4/6/10
Dep't Recomm.: [] Per Exec. Ofc.: []
Policy [] Consent []

AGREEMENT

Santa Rosa Plateau Visitor Center Improvement Project
PKARC – 027

This Agreement is entered into at Riverside, California on April 20, 2010, and is between the **Riverside County Regional Park and Open-Space District**, hereafter called “**DISTRICT**” and **Landmark Site Contractors**, Perris, California, hereinafter called “**CONTRACTOR**”.

1. CONTRACTOR has submitted to the DISTRICT its bid for the **Santa Rosa Plateau Visitor Center Improvement Project**, hereafter called “Project,” and all appurtenant work in strict accordance with the Contract Documents identified below and the DISTRICT has accepted said bid.

2. CONTRACTOR has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.

3. Contract Documents: The entire contract consists of the following: (a) this Agreement; (b) the Notice Inviting Bids; (c) the Instructions to Bidders; (d) the Bid Form; (e) the Bid Bond; (f) the Payment Bond; (g) the Performance Bond; (h) all applicable State and Federal requirements; (i) the General Provisions; (j) the Special Provisions (Technical Specifications); (k) Plans and Drawings; (l) any addenda issued for the project; (m) any change orders issued for the project; (n) any additional or supplemental specifications or drawings issued in accordance with the provisions of the Contract Documents; (o) meeting minutes and any field orders. All of these documents are by this reference incorporated herein with like effect as if here set forth in full; and upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Work: CONTRACTOR shall do all things necessary to accomplish the work described in the Contract Documents and shall commence after receipt of the Notices to Proceed at the time and date specified by the DISTRICT.

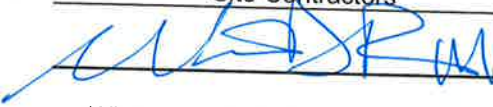
5. Compensation:

CONTRACTOR shall be paid the following total amount, in the manner set forth in the Contract Documents, the lump sum of:

\$498,500 (Four Hundred Ninety Eight Thousand Five Hundred Dollars and 0/100)


The parties have executed this Agreement as of the date set forth on Page 1 of this Agreement.

CONTRACTOR:

COMPANY NAME: Landmark Site Contractors
BY: 
NAME: William D. Rash III
TITLE: Vice President

OWNER:

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

BY: 
Marion Ashley
Chairperson, District Board of Directors

ATTEST:

CLERK OF THE BOARD
Kecia Harper-Ihem

BY:  , deputy

Riverside County Regional Park and Open-Space District
Santa Rosa Plateau Visitor Center Improvement Project

Request for Bid #PKARC-027

BOND NO. 6671843

PREMIUM: \$6,879.00

Premium is for Contract Term and Subject to
Adjustment Based on Final Contract Price

PERFORMANCE BOND

The makers of this bond, Landmark Site Contractors, as Principal and CONTRACTOR, and Safeco Insurance Company of America, a corporation authorized to issue surety bonds in California, as Surety, are held and firmly bound unto the **Riverside County Regional Park and Open-Space District**, hereafter called "DISTRICT", in the sum of \$ 498,500.00 (*) (100% estimated total contract price) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

* Four Hundred Ninety Eighty Thousand Five Hundred Dollars and 00/100

The condition of this obligation is such that whereas the Principal entered into a certain contract with the DISTRICT dated April 20, 2010, for the construction of the **Santa Rosa Plateau Visitor Center Improvement Project**, in accordance with the Contract Document.

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 DISTRICT, 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 of conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and effect. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

Safeco Insurance Company of America

BY: _____

NAME: Sarah Myers

TITLE: Attorney-In-Fact

DATE: March 25, 2010

CONTRACTOR

Landmark Site Contractors

BY: _____

NAME: William D. Rash III

TITLE: Vice President

DATE: 3-25-2010

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On MAR 25 2010 before me, Lilia Robinson, Notary Public

personally appeared Sarah Myers

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 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 PURJURY 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

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
 - CORPORATE OFFICER

 - PARTNER(S)
 - MEMBER of LLC
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
- OTHER: _____

Title or Type of Document

Number of Pages

Date of Document

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Signer(s) other than named above

POWER OF ATTORNEY

No. 4273

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

JAMES BALDASSARE, JR.; LAWRENCE F. MCMAHON; AUDREY RODRIGUEZ; SARAH MYERS; MARIA WHITECAGE; San Diego, California

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 12th day of October, 2009

Dexter R. Legg

T. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this day of MAR 25 2010



Dexter R. Legg

Dexter R. Legg, Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CA)

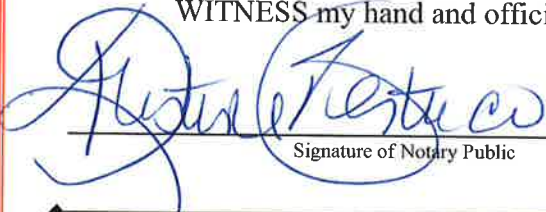
County of RIVERSIDE)

On MARCH 25, 2010 before me, KRISTINE BERTUCO , Notary Public
(here insert name and title of the officer)

personally appeared WILLIAM D. RASH III

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

WITNESS my hand and official seal.


Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p style="text-align: center;"><u>PERFORMANCE BOND</u></p> <p style="text-align: center;">(Title or description of attached document)</p> <hr/> <p style="text-align: center;">(Title or description of attached document continued)</p> <p>Number of Pages <u>1</u> Document Date <u>3/25/10</u></p> <hr/> <p style="text-align: center;">(Additional information)</p>
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<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input checked="" type="checkbox"/> Corporate Officer <u>VICE PRESIDENT</u></p> <p style="text-align: center;">(Title)</p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
--

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they-~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Riverside County Regional Park and Open-Space District
Santa Rosa Plateau Visitor Center Improvement Project

Request for Bid #PKARC-027

BOND NO. 6671843

PREMIUM: Included in Performance Bond

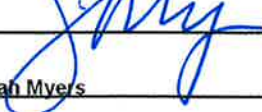
PAYMENT BOND

The makers of this bond are Landmark Site Contractors, as Principal and CONTRACTOR, and Safeco Insurance Company of America, a corporation authorized to issue surety bonds in California, as Surety. This bond is issued in conjunction with that certain public works contract dated April 20, 2010, between Principal and the **Riverside County Regional Park and Open-Space District** for the total amount payable pursuant to the contract. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT 100% OF THE TOTAL SUM OF THE CONTRACT. The contract is for the public work generally consisting of the **Santa Rosa Plateau Visitor Center Improvement Project**. The beneficiaries of this bond are as stated in Section 3248 of the Civil Code; and the requirements and conditions of this bond are as set forth in Section 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements or amount of compensation, or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments


SURETY

Safeco Insurance Company of America

BY: 
NAME: Sarah Myers
TITLE: Attorney-In-Fact
DATE: March 25, 2010

CONTRACTOR

Landmark Site Contractors

BY: 
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I certify under PENALTY OF PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.



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Title or Type of Document

Number of Pages

Date of Document

Signer(s) other than named above

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NAME OF PERSON(S) OR ENTITY(IES)

POWER OF ATTORNEY

No. 4273

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JAMES BALDASSARE, JR.; LAWRENCE F. MCMAHON; AUDREY RODRIGUEZ; SARAH MYERS; MARIA WHITECAGE; San Diego, California

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 12th day of October, 2009

Dexter R. Legg

Dexter R. Legg, Secretary

T. Mikolajewski

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this MAR 25 2010 day of



Dexter R. Legg

Dexter R. Legg, Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CA)

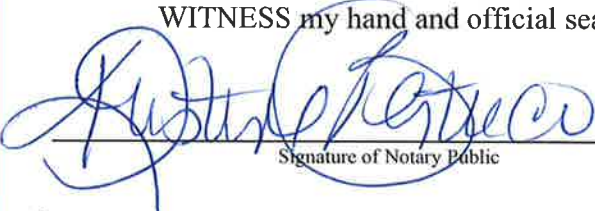
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(here insert name and title of the officer)

personally appeared WILLIAM D. RASH III

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is _____ subscribed to the within instrument and acknowledged to me that he _____ executed the same in his authorized capacity _____, and that by his signature _____ on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PAYMENT BOND

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 3/25/10

(Additional information)

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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
VICE PRESIDENT
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID RG
LANDM-1DATE (MM/DD/YYYY)
03/25/10

PRODUCER The Wooditch Company Insurance Services, Inc. 1 Park Plaza, Suite 400 Irvine CA 92614 Phone: 949-553-9800 Fax: 949-553-0670	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Landmark Site Contractors 314 E. 3rd Street Perris CA 92570	INSURER A: Interstate Fire & Casualty	22829
	INSURER B: Peerless Insurance Company	24198
	INSURER C: Seabright Insurance Company	15563
	INSURER D: National Union Fire Ins. Co.	19445
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY	SGL1001929	07/01/09	07/01/10	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL 1,000,000
B	X	AUTOMOBILE LIABILITY	BA8695013	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" 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				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
D	X	EXCESS / UMBRELLA LIABILITY	BE042884998	07/01/09	07/01/10	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				AGGREGATE \$ 1,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	BB1091745	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Except for 10-Day Notice for Non-Payment of Premium.
 RE: Bid #PKARC-027; Santa Rosa Plateau Visitor Center Improvement Project.
 This Insurance shall apply as Primary and Non-Contributory per attached endorsement. Waiver of Subrogation for Workers Compensation: See Attached Endorsement. ****SEE NOTES****
 glaip/auai/wcwy

CERTIFICATE HOLDER

CANCELLATION

RIVERSI Riverside County Regional Parks and Open Space District 4600 Crestmore Road Riverside CA 92509	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD:HOLDER CODE RIVERSI
INSURED'S NAME Landmark Site ContractorsLANDM-1
OP ID RGPAGE 3
DATE 03/25/10

Riverside County Regional Parks and Open Space District, including its employees, agents and independent contractors, and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, employees, elected or appointed officials, agents or representatives are included as Additional Insureds as respects General and Auto Liability per attached endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-OWNERS, LESSEES OR
CONTRACTORS -(FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization 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.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY INSURANCE FOR AUTOMATIC STATUS ADDITIONAL INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If required under a written "insured contract" with you, paragraph a. **Primary Insurance** in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended by adding the following paragraph:

Notwithstanding the foregoing, the insurance afforded to any person or organization who has been added to this policy by an Automatic Status Additional Insured Endorsement is primary and non-contributory insurance, but only as respects "bodily injury" or "property damage" liability arising out of "your work" performed after the effective date of this policy under a written contract between you and such person or organization that requires you to maintain primary and non-contributory insurance and to include such person or organization as an additional insured thereunder.

All other terms and conditions of this policy remain unchanged.

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

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2. COVERAGE EXTENSIONS

a. Supplementary Payments

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III – PHYSICAL DAMAGE COVERAGE**A. COVERAGE**

The following is added:

5. Hired Auto Physical Damage

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.
- b. The most we will pay for "loss" in any one "accident" is the smallest of:
 - (1) \$50,000
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".
- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

5. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

8. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured – Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3:

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

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- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c. does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. – BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

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We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added:

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ___* % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/09 Policy No. BB1091745
Insured Landmark Site Contractors
Insurance Company SeaBright Insurance Company

Endorsement No.
Policy Effective Date 07/01/09

Countersigned By 