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



**FROM:** Economic Development Agency

SUBMITTAL DATE: May 21, 2014

SUBJECT: Riverside Historic Courthouse Façade Project – Approval of Construction Agreement and Project Budget, District 2/District 2, [\$528,398], General Fund-Court Facilities Fund (54%): General Fund-Committed Fund Balance-CFB-HIST Courthouse Remodel (46%)

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

- 1. Approve the construction agreement between the County of Riverside and Watkins Landmark Construction, Inc. of Solana Beach, California, in the amount of \$697,798 and authorize the Chairman of the Board to execute the agreement:
- 2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies; and

(Continued)

Departmental Concurrence

Assistant County Executive Officer/EDA

COST	\$ 0 \$	528,398	-	528,398	 0	Consent □ Policy S
NET COUNTY COST	\$ 0 \$	528,398	\$	528,398	\$ 0	J. J

SOURCE OF FUNDS: General Fund-Court Facilities Fund (54%); General Fund-Committed Fund Balance-CFB-HIST COURTHOUSE Remode (46%)

**Budget Adjustment: No** For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

Reviewed by CULTEAM

**APPROVE** 

**County Executive Office Signature** 

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Stone, Benoit and Ashley

Navs: Absent: None

**Tavaglione** 

Date:

June 3, 2014

xc: EDA

Kecia Harper-Ihem

Prev. Agn. Ref.:

3-14 of 12/10/13; 3.34 of

District: 2/2 Agenda Number:

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

**Economic Development Agency** 

**FORM 11:** Riverside Historic Courthouse Façade Project – Approval of Construction Agreement and Project Budget, District 2/District 2, [\$528,398], General Fund-Court Facilities Fund (54%); General Fund-Committed Fund Balance-CFB-HIST Courthouse Remodel (46%)

Date: May 21, 2014

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#### **RECOMMENDED MOTION: (Continued)**

3. Approve a \$528,398 increase to the estimated project budget for a total project budget of \$1,079,398.

### **BACKGROUND:** Summary

On August 28, 2012, the Board of Supervisors approved a pre-qualified list of architectural and engineering firms to be retained on an as-needed basis. The Economic Development Agency (EDA) selected Westgroup Designs from the pre-qualified list to provide architectural and engineering design services and Douglas Construction Management, LLC to provide a constructability review and construction management services for the Riverside Historic Courthouse Façade project.

On April 15th, 2013 EDA conducted a site walk with the Job Order Contractor for the purpose of providing an estimated cost of construction with the intention of constructing the project upon completion of design. During the development of the detailed design drawings, the Job Order Contractor reached the maximum spending authority of their contract with the County and therefore required EDA to publicly bid the project.

On December 10, 2013, the Board of Supervisors approved the plans and specifications for construction of the Riverside Historic Courthouse Façade project, approved an estimated total project budget as provided by the Job Order Contractor, and authorized the Assistant County Executive Officer/EDA to submit the contract for award to the lowest responsive and 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 January 29, 2014, a mandatory bidder's conference was held and a bid opening was conducted on March 12, 2014. A total of six bids were received and upon review by County Counsel, Watkins Landmark Construction, Inc. was determined to be the lowest responsive and responsible bidder in the amount of \$697,798.

#### **Impact on Residents and Businesses**

This project will complete the restoration and beautification of the exterior façade of the Riverside Courthouse building and will enhance the overall aesthetics of the area. This effort will benefit both businesses and community through the beautification and restoration of a landmark structure in this key downtown business district.

#### **Additional Fiscal Information**

(Commences on Page 3)

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

**Economic Development Agency** 

FORM 11: Riverside Historic Courthouse Façade Project – Approval of Construction Agreement and Project Budget, District 2/District 2, [\$528,398], General Fund-Court Facilities Fund (54%); General Fund-Committed Fund Balance-CFB-HIST Courthouse Remodel (46%)

Date: May 21, 2014

Page: 3 of 3

#### **Additional Fiscal Information**

The approximate allocation of the project budget is as follows:

	ESTIMATED PROJECT	INCREASE TO ESTIMATED	TOTAL PROJECT
DESCRIPTION **	BUDGET	PROJECT: BUDGET	BUDGET
Design	30,000	4,000	34,000
Construction	426,000	271,798	697,798
Landscaping	0	146,000	146,000
Project Management and Inspection	38,700	25,000	63,700
Construction Management	0	31,600	31,600
Specialty Inspection and Testing	9,300	0	9,300
Contingency	47,000	50,000	97,000
TOTAL PROJECT BUDGET	\$ 551,000	\$528,398	\$ 1,079,398

The previously approved estimated project budget in the amount of \$551,000 and the increase of \$528,398 will sum up the total project budget amount of \$1,079,398 needed to complete the Riverside Historic Courthouse Façade project. The increase will be expended in FY 2014/15. All costs associated with this project will be reimbursed from General Fund-Court Facilities Fund. No department budget adjustment is required at this time.

#### **Contract History and Price Reasonableness**

The construction budget as provided by the Job Order Contractor was estimated at \$426,000 and the project budget was estimated at \$551,000. Prior to releasing the plans and specifications to bid, the drawings underwent a constructability review which, in turn, required additional details be added to the design. Upon completion of the bid process, the lowest responsive bid exceeded the estimated construction budget. In addition, landscaping and construction management services were added to the project; therefore an increase of \$528,398 to the previously approved estimated project budget of \$551,000 is required for a total project budget of \$1,079,398.

#### Attachment:

Construction Agreement with Watkins Landmark Construction, Inc.

# 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 da

### 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 one hundred fifty (150) Days after the Date of Commencement.

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- **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 five hundred Dollars (\$500) 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 PAYBLE 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 Six Hundred Ninety-Seven Thousand, Seven Hundred Ninety-Eight Dollars and Twenty-Eight Cents (697,798,28).
- **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	$\neg$
1	Install 3 new windows	\$18,880 (Add)	

#### 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 Country 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 SPECIFICAT	ONS AS APPROVED BY
BOARD OF SUPERVISORS ON D	ECEMBER 10, 2013 AND INCO	RPORATED HEREIN.

#### **5.1.4 Drawings**. The Contract Documents include the following Drawings dated January 2014:

Sheet Number	Title	Date	Pages
SEE EXHIBIT 'B' WITH LIST (	OF DRAWINGS INCLUDED	IN SPECIFICATIONS A	PPROVED
BY BOARD OF SUPERVISOR	RS ON DECEMBER 10, 201	<b>3 AND INCORPORATE</b>	D HEREIN.

#### **5.1.5** Addenda. The Contract Documents include the following Addenda:

Addendum Number	Title	Date	Pages
1		January 9, 2014	1
2		January 31, 2014	set
3		February 25, 2014	8
4		March 3, 2014	4

#### **5.1.6** Reference Documents. The Contract Documents include the following Reference Documents:

Title	Author	Date	Pages
Asbestos Lead Paint Survey	Dept. of Environmental Health	December 12, 2013	23

### 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 <u>four (4) originals</u> of this Construction Contract, on <u>[to be filled in by Clerk of the Board]</u>.

"COUNTY" "CONTRACTOR" Watkins Landmark Construction, Inc. **COUNTY OF RIVERSIDE** sion on line above Bv: Jennifer Watkins (type name) Title: Chief Financial Officer The following information must be provided concerning the Contractor: State whether Contractor is corporation, ATTEST: individual, partnership, joint venture or other: Corporation **KECIA HARPER-IHEM** If "other", enter legal form of business: Clerk of the Board Enter address: 560 Stevens Ave. Solana Beach, CA 92075 (SEAL) Telephone: 858.259.1240 Facsimile: 858.259.1264 Email: jody@watkinslandmark.com **Employer State** Tax ID #: APPROVED AS TO FORM: State Contractor License #: 853288 PAMELA J. WALLS

County Counsel

Marsha L. Victor

**Principal Deputy County Counsel** 

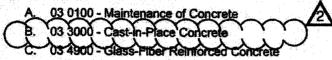
If Contractor is a corporation, state:
Name of President: Jody James Watkins
Name of Secretary: Jennifer Watkins
State of Incorporation: California

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

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#### **SPECIFICATIONS**

- 1.01 DIVISION 02 EXISTING CONDITIONS
  - A. 02 4100 Demolition
- 1.02 DIVISION 03 CONCRETE



- 1.03 DIVISION 04 MASONRY
  - A. 04 0511 Masonry Mortaring and Grouting
  - B. 04 2000 Unit Masonry
  - C. 04 2616 Adhered Masonry Veneer
- 1.04 DIVISION 05 METALS
- 1.05 DIVISION 06 WOOD, PLASTICS, AND COMPOSITES
- 1.06 DIVISION 07 THERMAL AND MOISTURE PROTECTION
  - A. 07 0150.19 Preparation for Re-Roofing
  - B. 07 2100 Thermal Insulation
  - C. 07 5100 Built-Up Bituminous Roofing
  - D. 07 9005 Joint Sealers

#### 1.07 DIVISION 08 - OPENINGS

- A. 08 5213 Clad Ultimate Round Top
- B. 08 5214 Clad Ultimate Push Out Casement

#### 1.08 DIVISION 09 - FINISHES

- A. 09 2116 Gypsum Board Assemblies
- B. 09 2216 Non-Structural Metal Framing
- C. 09 2236.23 Metal Lath
- D. 09 2400 Portland Cement Plastering
- E. 09 9000 Painting and Coating
- 1.09 DIVISION 10 SPECIALTIES
- 1.10 DIVISION 11 EQUIPMENT
- 1.11 DIVISION 12 FURNISHINGS
  - A. 12 2400 Window Shades
- 1.12 DIVISION 13 SPECIAL CONSTRUCTION
- 1.13 DIVISION 14 CONVEYING EQUIPMENT
- 1.14 DIVISION 21 FIRE SUPPRESSION
- 1.15 DIVISION 22 PLUMBING
- 1.16 DIVISION 23 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)
- 1.17 DIVISION 26 ELECTRICAL
- 1.18 DIVISION 27 COMMUNICATIONS
- 1.19 DIVISION 28 ELECTRONIC SAFETY AND SECURITY

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### **EXHIBIT A**

- 1.20 DIVISION 31 EARTHWORK
- 1.21 DIVISION 32 EXTERIOR IMPROVEMENTS
- 1.22 DIVISION 33 UTILITIES

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# RIVERSIDE HISTORIC COURTHOUSE FAÇADE EXHIBIT 'B'

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	GENERAL
-	COVER SHEET
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Gľ-Ž	STRUCTURAL GENERAL NOTES
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	ARCHITECTURAL 8
40-01	SITE PLAN
49-01	ELEVATION - DEMOLITION
A9-02	ELEVATION - RECONSTRUCTION
A9-03	WALL ELEVATION - RECONSTRUCTION
A9-04	WALL ELEVATION - RECONSTRUCTION
A10-01	DETAILS
A10-02	DETAILS
A10-03	DETAILS

Project No. <u>FM08110005350</u>

Bond No. 9106690

Premium: \$6,145

#### **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 , 2014, has awarded Construction Contract Number ("Contract") to the undersigned Watkins Landmark Construction as Principal ("Principal") to perform the work ("Work") for the following project: Riverside Historic Courthouse Facade, 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; Fidelity and Deposit Company NOW THEREFORE, we, the Principal and of Maryland \_ ("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 Six Hundred Ninety Seven Thousand Seven Hundred Ninety Eight and 28/100 Dollars (\$ 697,798.28 \_), 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.

SIGNED AND SEALED, THIS	1st day of	April	, 2014

#### **Affix Seal if Corporation**

(Firm Name - Principal)	
560 Stevens Avenue	
Solana Beach, CA 92075	
(Business Address)  By  Original Signature)  (Title)  (EO President	
Fidelity and Deposit Company of Maryland	
(Corporation Name – Surety)	Affix Corporate Seal
401 West A Street, Suite 1600	
San Diego, CA 92101	
(Business Address)  By MAG C Thyper	
(Signature – Attached Notary's Acknowledgment) Matthew C. Gaynor	
ATTORNEY-IN-FACT	
(Title-Attach Power of Attorney)	

Watkins Landmark Construction

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

# ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by JAMES M. CARROLL, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel FRAZEE, Kim VVASQUEZ and Matthew C. GAYNOR, all of Santee, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of December, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







Bv

Assistant Secretary Gregory E. Murray

Vice President
James M. Carroll

State of Maryland

City of Baltimore

On this 17th day of December, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, JAMES M. CARROLL, Vice President, and GREGORY E. MURRAY, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski, Notary Public

My Commission Expires: July 8, 2015

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_1 day of \_\_April\_\_\_\_\_\_, 20\_14.







Thomas O. McClellan, Vice President

The o. millell

### **ACKNOWLEDGMENT**

State of California County of San Diego	
On April 1, 2014 before m	ne, Merry B. Rosseau, Notary Public
	(insert name and title of the officer)
personally appearedMatthew C. Gayr	
who proved to me on the basis of satisfactor subscribed to the within instrument and ackn his/her/their authorized capacity(ies), and the person(s), or the entity upon behalf of which	ry evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in at by his/her/their signature(s) on the instrument the the person(s) acted, executed the instrument.  er the laws of the State of California that the foregoing
WITNESS my hand and official seal.  Signature Demy B. Rass	MERRY B. ROSSEAU Commission # 2059484 Notary Public - California San Diego County My Comm. Expires Mar 28, 2018
Signature Jerry V. Kass	(Seal)



Project No. FM08110005350 9106690

Premium Included in Performance Bond

#### **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 Supervisor March 26 , 2014, has awarded Construction Contract Number	's on
("Contract") to the undersigned Watkins Landmark Construction as Principal ("Principal") to perform the ("Work") for the following project Riverside Historic Courthouse Façade;	work
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 conne	ction
with the Contract;	
Fidelity and Deposit Company	
NOW THEREFORE, we, the Principal and of Maryland ("Surety"	, an
admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound	
County in the penal sum of Six Hundred Ninety Seven Thousand Seven Hundred Ninety Eight and	28/100
Dollars (\$ 697,798.28 ), 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 Prin	
lawful money of the United States of America, for the payment of which sum well and truly to be made	
Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly 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.

SIGNED AND SEALED, THIS 1st day of April , 2014	
Surety's obligations hereunder are independent of the obligations here.	
performance of the Contract, and suit may be brought against Suret severally, or against any one or more of them or against less than all	
rights against the others.	or them, without impairing County's
Tighte against the others.	
Wanta I alika kacamatan da ing kacamatan d	Affix Seal If Corporation
Watkins Landmark Construction (Firm Name – Principal)	
560 Stevens Ave	
Solana Beach, CA 92075	
(Business Address)	
By SAMURIUM	
(Original Signature)	
V CEO/Resident	
(Title)	
Fidelity and Deposit Company of Maryland	교실 살아 살린 집에 하다.
(Corporation Name - Surety)	Affix Corporate Seal
401 West A Street, Suite 1600	
San Diego, CA 92101	
(Business Address),	
By M. AC Harm	
(Signature – Attached Notary's Acknowledgment)  Matthew C. Gaynor	
ATTORNEY-IN-FACT	
(Title-Attach Power of Attorney)	
Note: Notary acknowledgment of signatures of Bidder a Attorney, must be included or a	nd Surety, and Surety's Power of
Attorney, must be included or a	uaci ieu

# ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by JAMES M. CARROLL, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel FRAZEE, Kim VVASQUEZ and Matthew C. GAYNOR, all of Santee, California, lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of December, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







Bur

Assistant Secretary Gregory E. Murray Vice President James M. Carroll

State of Maryland

City of Baltimore

On this 17th day of December, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, JAMES M. CARROLL, Vice President, and GREGORY E. MURRAY, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski, Notary Public

My Commission Expires: July 8, 2015

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_ day of \_\_April\_\_\_\_\_\_\_, 20\_14.







Thomas O. McClellan, Vice President

Tho melill

# State of California County of San Diego On April 1, 2014 before me, Merry B. Rosseau, Notary Public (insert name and title of the officer)

**ACKNOWLEDGMENT** 

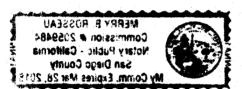
personally appeared Matthew C. Gaynor
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 Meny B. Rassum (Seal)

MERRY B. ROSSEAU
Commission # 2059484
Notary Public - California
San Diego County
My Comm. Expires Mar 28, 2018





#### CERTIFICATE OF LIABILITY INSURANCE

3/26/2014

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 United Agencies, Inc.	CONTACT Susie Harris	
One Post, Ste. 200	PHONE (A/C, No, Ext): 949-988-7140 (A/C, No):	
Irvine, CA 92618	E-MAIL ADDRESS: sharris@unitedagencies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
www.unitedagencies.com/locations/td.htm	INSURER A: United Specialty Insurance Company	12537
INSURED	INSURER B: Golden Eagle Insurance Corp	10836
Watkins Landmark Construction, Inc. 560 Stevens Ave	INSURER C: National Union Fire Ins Co of Pittsburgh PA	19445
Solana Beach CA 92075	INSURER D: State Compensation Insurance Fund of CA	35076
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19608869 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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMFI	rs
Α	1	COMMERCIAL GENERAL LIABILITY	1	1	BTO1326345	9/23/2013	9/23/2014	EACH OCCURRENCE	s 1,000,000
		CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s 50,000
	1	\$10,000 Ded						MED EXP (Any one person)	\$ Excluded
	1	Per Claim						PERSONAL & ADV INJURY	\$ 1,000,000
ŀ	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY V PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
В	AUT	OMOBILE LIABILITY	1	1	BA5062001	12/1/2013	12/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
l	1	ANY AUTO		_				BODILY INJURY (Per person)	\$
		ALL OWNED SCHEDULED AUTOS AUTOS				* . · · ·		BODILY INJURY (Per accident)	\$
	1	HIRED AUTOS V NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
			İ						\$
С		UMBRELLA LIAB V OCCUR			BE064141022	9/23/2013	9/23/2014	EACH OCCURRENCE	\$ 5,000,000
	1	EXCESS LIAB CLAIMS-MADE	ļ					AGGREGATE	\$ 5,000,000
		DED RETENTION \$	1.0						\$
D		KERS COMPENSATION EMPLOYERS' LIABILITY			0410507944	12/1/2013	12/1/2014	✓ PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$ 1,000,000
l		CER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
İ	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
В		sed Equipment			CBP5057138	12/1/2013	12/1/2014	\$272,000 Limit \$133,000 Maximum Limi \$500 Deductible	t per Item
<u> </u>	L		ــــــــــــــــــــــــــــــــــــــ					L_	<del></del>

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

RE: Riverside Historic Courthouse Facade Project

Refer to the addendum.

CERTIFICATE HOLDER	CANCELLATION
County of Riverside PO Box 1180 Riverside CA 92502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Tom Winter

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	AGE	NCY CUSTOMER ID:	
		LOC #:	
ACORD ADDITIONA	L REMA	ARKS SCHEDULE	Page of
AGENCY		NAMED INSURED	
		Watkins Landmark Construction, Inc.	
United Agencies, Inc. POLICY NUMBER		560 Stevens Ave Solana Beach CA 92075	
BTO1326345 CARRIER	1		
	NAIC CODE		
United Specialty Insurance Company	12537	EFFECTIVE DATE: 9/23/2013	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO AC	ORD FORM,		
FORM NUMBER: 25 FORM TITLE: Certificate of Liab	oility (01/14)		
CERTIFICATE HOLDER: County of Riverside			
ADDRESS: PO Box 1180 Riverside CA 92502			
Auto Additional Insured and Waiver of Endorsement attached. All coverage in named insured prior to an occurrence *Please note Copyright Laws apply to cancellation clause. However, per Un	s provide. Subject the Acontited Age	ed as required by written contract to all policy terms and condition rd form prohibiting us from modificies, Inc. procedures we will no	t with the ons. ying the tify you
within 30 days if said policy cancel that the policies cancel for non-pay	s for an	y reason other than non-payment.	In the event
that the policies cancel for non-pay	ment, yo	u will be notlified within to days	

ACORD 101 (2008/01)

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POLICY NUMBER: BTO1326345

COMMERCIAL GENERAL LIABILITY CG 20 37 07 04

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Location And Description Of Completed Operations
On blanket basis where required by written contract

Section II — Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodil y injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional i nsured and included in the "products completed operations hazard".

POLICY NUMBER: BTO1326345

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED 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)					
County of Riverside PO Box 1180 Riverside CA 92502					
Information required to c	omplete this So	chedule, if not shown abov	e, will be show	n in the Declarations	<b>.</b>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

#### **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

in

#### 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 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.

#### 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 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.

#### 6. Rental Reimbursement Coverage

based per with for 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 on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 day, and will only be allowed for a period of time it should take to repair or replace the vehicle reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 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**.

#### 7. 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:
  - Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - 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:

#### **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.

We waive any right of recovery we may have against any additional insured under Coverage A. 1. Who Is An Insured q., 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

#### 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.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

**Designated Construction Projects:** 

As required by written contract with the named insured.

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
    - a. Insureds:
    - b. Claims made or "suits" brought; or
    - Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

- 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  - Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

#### UNITED SPECIALTY INSURANCE COMPANY

# THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY USIC VEN 104 02 11 07

#### PRIMARY AND NON-CONTRIBUTORY WORDING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Any coverage provided to an Additional Insured shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- 1) a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis; or
- 2) prior to a loss, you request in writing and we agree that this insurance shall apply on a primary and non-contributory basis.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY **AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE** 

Name of Person or Organization: County of Riverside PO Box 1180 Riverside CA 92502

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMER-CIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

#### BTO1326345

#### **UNITED SPECIALTY INSURANCE COMPANY**

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. USIC VEN 022 11 10 07

#### **WRAP- UP EXCLUSION - Amended**

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III - LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed that the following changes are incorporated into the policy.

This insurance does not apply to "bodily Injury, "property damage", "personal and advertising injury" which is insured under a Consolidated Insurance Program commonly known as an Owner Controlled Insurance Program, a Contractor Controlled Insurance Program, a Wrap Up Insurance Program, or any other type of insurance program designed to provide liability coverage for all parties involved in the development, design, construction, erection, supervision or management of a specific project or projects.

This exclusion applies whether or not the Consolidated Insurance Program:

- 1. Provides coverage identical to that provided by this policy:
- 2. Has limits adequate to cover all claims;
- 3. Remains in effect.

This exclusion also applies whether or not the Insured is enrolled in or a participant in the Consolidated Insurance Program.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

USIC VEN 022 11 10 07

Page 1 of 1



### **Quote Proposal**

#### Attention SMALL BUSINESS INSURANCE CENTER:

Thank you for the opportunity to provide you with a quote proposal. The quote is based on the underwriting and rating information, including deductibles and retention, provided to date and may be subject to additional rating, pricing or underwriting considerations. Also, acceptability may be subject to an Engineering and Safety Services survey and compliance with its recommendations.

This is a proposal for insurance. It is not an insurance policy. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The agent and the customer should discuss the need for any additional or optional coverages. Coverage descriptions are abbreviated and do not indicate in force coverage. Only the policy itself provides coverage.

This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.

Thank you,

Builders Risk Underwriter US Assure 8230 Nations Way Jacksonville, Florida 32256 800-800-3907

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"If you want to learn more about the compensation Zurich pays agents and brokers visit: http://www.zurichnaproducercompensation.com or call the following toll free number: (866) 903-1192. This Notice of Disclosure is provided on behalf of Zurich American Insurance Company and its underwriting subsidiaries."

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Our Builders Risk Plan offers world-class coverages, flexibility and service to agents and builders nationwide. For more than 30 years, we've been pioneering the development of insurance solutions for construction professionals and have protected the property interests of builders and developers on even the most intricate residential and commercial construction projects. The Builders Risk product offers a wide spectrum of property coverage. Here are few highlights of the coverage offered:

- Construction Forms, Scaffolding and Temporary Structures up to \$20,000
- Re-erection of scaffolding if caused by or results from a covered cause of loss up to \$10,000
- Valuable Papers and Records Cost of Research up to \$20,000
- · Outdoor Trees, Shrubs, Plants and Lawns
- Additional Debris Removal expense is covered up to but not exceeding \$20,000
- Coverage for Pollutant Clean-up and Removal of land and water for up to \$15,000 for each 12 month period of the policy.
- Fire Department Service Charge up to \$10,000
- Reward up to \$10,000
- Waiver of Coinsurance clause if loss is less than or equal to \$25,000
- Foundations
- Our valuation can include profit up to 20% for new structures only if included in the Limit of Insurance you selected
- Broad Collapse coverage
- Back-up or overflow of sewers, drains or sumps up to \$5,000
- Paving, Curbing, Fences and Outdoor Fixtures
- Ordinance or Law demolition and increased cost Coverage up to \$1,000,000 limit for construction of new structures only
- · Inadvertent omission in reporting on a monthly reporting form policy
- Model Homes and Model Home Contents coverage can be added on a reporting form policy

Strong, reliable insurance protection is available from Zurich Programs. Zurich Programs is an integral part of Zurich North America.

Zurich Financial Services (www.zurich.com) is an insurance-based financial services provider with a global network that focuses its activities on its key markets in North America and Europe. Founded in 1872, Zurich is headquartered in Zurich, Switzerland. Through its offices in more than 50 countries, 57,000 Zurich employees serve clients in more than 120 countries. In North America, Zurich (www.zurichna.com) is a leading commercial property-casualty insurance provider serving the global corporate, large corporate, middle market, specialties and programs sectors.

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### **Quote Proposal**

**Premium Summary** 

Prepared For Watkins Landmark Construction, Inc.

560 Stevens Ave.

Solana Beach, CA 92075

Presented By SMALL BUSINESS INSURANCE CENTER

301 E COLORADO BLVD STE 200 PASADENA, CA 91101-1922

+1 626 397 4700

**Proposed Policy Period** 

From 05/01/2014

To 02/01/2015

(12:01 a.m. Standard Time at your address as stated herein)

Coverage and	premium information	
This is intended only as a brief	Type of coverage	Total Premium (all locations)*
outline and does not alter any of the coverages, conditions, exclusions or provisions contained in the	Builders Risk	\$2,074.00
policy.	Proposed Policy Premium* State Taxes & Surcharges Total Proposed Policy Premium*	\$2,074.00 \$0.00 \$2,074.00

<sup>\*</sup> Premium quotation valid for 30 days from the date on the first page of this proposal. Policy is fully earned

See attached Disclosure of Terrorism Premium.

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Primary Builders Risk Coverages	Deductible	Proposed Total Limits
Amount of renovation/improvements	\$1,000	\$697,768
All Covered Property at all Locations	\$1,000	\$697,768
Additional Coverages:		
Back-up or Overflow of Sewer, Drains or Sumps	None	\$5,000
Debris Removal	None	\$20,000
Fire Department Service Charge	None	\$10,000
Pollutant Clean-Up and Removal	None	\$15,000
Rewards	None	\$10,000
Re-erection of Scaffolding	None	\$10,000
Scaffolding, Construction Forms and Temporary Structures	None	\$20,000
Property at a Temporary Storage Location	\$1,000	\$17,444
Property in Transit	\$1,000	\$34,888
Valuable Papers and Records	None	\$20,000

Coverage Extensions	Deductible	Proposed Total Limits
Profit	,	If included
Contract Change Order Coverage	\$1,000	\$69,777
Soft Costs Coverage	14 days	\$75,000

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Special Conditions

Deductible

**Proposed Total Limits** 

### **Quote Proposal**

#### 24-hour Claim Service

Our claim representatives understand businesses like yours and recognize how difficult a business shutdown can be for you. So, while they provide service that's fast, responsive and fair, their ultimate goal is to minimize your business disruption and get you back to full operation as promptly as possible.

In the event you have a loss, we now offer online loss reporting with immediate acknowledgement. Your claim is assigned to a local claim office, usually within two hours of reporting the loss, but generally no longer than 24 hours. You can also call us toll-free at 1-888-279-9375.

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### **Quote Proposal**

#### Customer and Agent Information

Named Insured: Watkins Landmark Construction, Inc.
Agency Name: SMALL BUSINESS INSURANCE CENTER

#### Customer Location Information

**Location Address:** 

4050 Main Street Riverside, CA 92501 **Protection Class: 3** 

Construction: Joisted Masonry

# of Stories: 3

Primary occupancy: Office

#### Additional Interests

Additional Insured - Other - County of Riverside 4050 Main Street Riverside, CA 92501

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### THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

# DISCLOSURE OF PREMIUM (RELATING TO DISPOSITION OF TRIA)

#### **SCHEDULE**

Premium attributable to risk of loss from a certified act of terrorism through the end of the policy period based on the extension of the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Extension Act of 2005, ("TRIA") for lines subject to TRIA and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA):

#### INCLUDED

Additional information, if any, concerning the terrorism premium:

#### A. Disclosure of Premium

In accordance with the federal TRIA, we are required to provide you with a notice disclosing the portion of the premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of the premium attributable is shown in the Schedule of this notice. If TRIA terminates, the portion of this premium attributable to the remaining part of the policy period (as may be modified in accordance with the terms of the policy) applies to the risk of loss from terrorism after the termination of TRIA.

#### B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. The Act currently provides for no insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year. The federal program established by

the Act is scheduled to terminate at the end of December 31, 2014 unless extended by the federal government.

#### C. Possibility of Additional or Return Premium

The premium attributable to the risk of loss from certified acts of terrorism coverage is calculated based on the coverage (if any) in effect at the beginning of the policy for certified acts of terrorism. If your policy contains a Conditional Endorsement, the termination of TRIA or extension of the federal program with certain modifications (as explained in that endorsement) may modify the extent of coverage (if any) the policy provides for terrorism. If TRIA terminates or the Conditional Endorsement becomes applicable to the policy, the policy may be subject to a return premium or additional premium. If the level or terms of federal participation change, the premium shown in the Schedule attributable to that part of the policy period extending beyond such a change may not be appropriate and we will notify you of any changes in your premium.

# **Z**URICH

### California Disclosure Statement

#### **Fully Earned premium**

This policy is subject to the Total Fully Earned Policy Premium shown in the Declarations.

If this policy is cancelled you must pay at least the Total Fully Earned Policy Premium unless the policy is cancelled as of the inception date shown in the Declarations.