

**San Mateo County – Project Development Unit  
New County Office Building and Parking Structure Project**

**DOCUMENT 00 5201**

**AGREEMENT**

THIS AGREEMENT, dated this 26 day of June, 2018, is by and between Truebeck Construction, Inc., whose place of business is located at 201 Redwood Shores Parkway, Ste. 125, Redwood City, CA 94065 (CMR), and the County of San Mateo (Owner), a county established under the laws of the State of California.

WHEREAS, Owner, by its Resolution No. 075918 adopted on the 5th day of June, 2018 (a copy of which is attached and part of this Agreement), awarded to CMR the following contract:

**NEW COUNTY OFFICE BUILDING AND PARKING STRUCTURE PROJECT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, CMR and Owner agree as follows:

**ARTICLE I - WORK OF THE CONTRACT AND CONTRACT SUM**

**1.01. Work of the Contract**

- A. CMR shall complete all Work specified in the Contract Documents, including without limitation, the Specifications, Drawings, Document 01 1000 (Summary of Work) and all other terms and conditions of the Contract Documents (**Work**).

**1.02. Contract Sum**

- A. Owner shall pay CMR the amounts indicated in paragraphs 1.03 and 1.04 below (together, **Contract Sum**) for completion of Work in accordance with Contract Documents and (as applicable) as set forth in CMR's Proposal (Document 00 4001 [Proposal Price Form]), attached hereto.
- B. The Contract Sum includes all allowances (if any).

**1.03. Pre-Construction (Phase 1) Portion of Contract Sum**

- A. Cost Item 1. Owner shall pay CMR \$ 678,785, the amount indicated for Proposal Cost Item 1 (Pre-Construction Services) for completion of all pre-construction (**Phase 1**) services for the Project. The Cost Item 1 amount reflects full compensation for all CMR Phase 1 costs, expenses, fee, profit, general conditions, general requirements, bonds and insurance and overhead, and any other Phase 1 services and work.

**1.04. Construction (Phase 2) Portion of Contract Sum**

- A. After all trade subcontracts have been procured, a Final Guaranteed Maximum Price (GMP) shall be established as provided in this Document and that shall be the sum of Cost Items 1 through 7 herein. The Final GMP shall be treated as the Contract Sum and shall be inclusive of all Work of the Contract Documents.
- B. The Construction (Phase 2) portion of Contract Sum will be payable progressively based upon progressive work, as set forth in the Contract Documents, commencing only following issuance of Document 00 5501-B (Notice to Proceed for Construction).

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- C. Owner shall pay CMR for completion of all construction (**Phase 2**) work, as total compensation, amounts in Cost Items 2 through 6 described in the Contract Documents (including Section 01 1000 Summary and its appendices and exhibits) as follows.
1. Cost Item 2. An amount equal to the percentage for CMR Fee identified in CMR's Proposal Form Proposal Cost Item 2 (**CMR Fee**) multiplied by the sum of Cost Items 3, 4 and 5 below, in full compensation for CMR's construction phase fee and profit.
  2. Cost Item 3. The specified dollar amount in CMR's Proposal Form Cost Item 3 for CMR General Conditions (**CMR GC**) \$5,068,008, in full compensation for CMR's construction phase general conditions and related overhead.
  3. Cost Item 4. General Requirements identified in CMR's Proposal Form Proposal Cost Item 4 (**CMR GR**), in full compensation for CMR's construction phase general requirements provided in 2 groups:
    - a. GR 1 – Not-to-Exceed price provided in the Proposal for the General Requirements items listed in Appendix B; and
    - b. GR 2 – Price to be determined and solicited for bidding during subcontractors buy-out in Phase 1 for the General Requirement Items listed Appendix B.
  4. Cost Item 5. Direct Cost of Construction which is the aggregate total cost of the work of trades to be bid open book by CMR and authorized self-perform subtrade work at the amount agreed to; actual bid amounts awarded shall be used to determine Final GMP. Determination of this Cost Item based upon trade bids is provided in Article VII below.
  5. Cost Item 6. An amount equal to **three (3) %** of Cost Item 5 (**Contingency**). Contingency is subject to adjustment as provided herein.
  6. Cost Item 7. An amount equal to the percentage for Bonds, Insurance and Taxes identified in CMR's Proposal Form Proposal Cost Item 7 (**Bonds, Insurance and Taxes**), in full compensation for bonds, insurance and taxes as required per Document 00 6113.12, Document 00 6113.18 and Document 00 7311.

**1.05. Administration of Cost Item 6, Contingency; Shared Savings.**

- A. Contingency (Cost Item 6) amount will be administered by Owner and expended only for "preventable" changes and/or extra costs as defined in this paragraph 1.05, up to but not over the amount of the Contingency (and any such costs over the amount of the contingency shall not be reimbursed). CMR accepts the risk of preventable changes and/or extra costs exceeding the Contingency.
- B. Preventable changes and extra costs are those that CMR could have prevented by proper performance of its Phase 1 services under Document 00 5251 (Pre-Construction and CMR Services), such as, for example, and not by way of limitation, constructability and coordination issues or reasonably foreseeable equipment/material replacements and substitutions. CMR may be entitled to charge preventable direct cost of construction (plus overhead and profit markup) to contingency in the same manner as Change Orders under Document 01 2600 (Contract Modification Procedures), by moving such amounts from Contingency (Cost Item 6) to Cost Items 3, 4, 5 and 7 as applicable, including direct costs that were incurred as a consequence of CMR's ordinarily negligent errors and omissions; however, CMR may not charge any costs against Contingency which were incurred due to CMR's gross negligence or intentional misconduct, or any for rework and defective work.



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- C. Non-preventable changes and extra costs are those CMR could not have prevented by proper performance of its Phase 1 services under Document 00 5251, such as, for example, and not by way of limitation, Owner elective changes adding additional scope or changes in legal requirements. Non-preventable Change Orders will not be recognized as a cost under the contingency, but rather, may be recognized as Change Orders that increase the Contract Sum and/or a Cost Item therein.
- D. Costs may not be charged to Contingency, however, if such costs are either (i) within the scope of work of the plans and specifications on which the Proposal was submitted or subcontract packages awarded, or (ii) included within the scope of Cost Items 1 (Pre-Construction Services), 3 (CMR GC) or 4 (CMR GR). On completion of Contract, 40% of unspent contingency shall be paid to CMR; the remaining 60% of contingency shall be retained by Owner; and Contract Sum will be adjusted accordingly.

**1.06. No Duplication.** There shall be no duplication of costs or expenses among Cost Items. Duplication is subject to correction whenever discovered. CMR shall compare carefully its scope of work with the scope of work of trade subcontractors and monitor the work to assure that duplication does not occur, for example, and not by way of limitation, in costs of cleanup, document management, modeling, bonds, mock-ups, and supervision.

**1.07. Updates and Final Confirmation of Contract Sum**

- A. Following bid/award of all trade subcontracts and agreements to self-perform subtrade work into the Contract, Owner and CMR shall complete and execute a change order in form of Appendix A (Calculation of CMR's Contract Sum) to this Document 00 5201 to memorialize the final Contract Sum.

**ARTICLE II - CONTRACT TIME; COMMENCEMENT AND COMPLETION OF WORK**

**2.01. Phase 1 – Pre-Construction Phase**

- A. CMR shall commence pre-construction (Phase 1) services pursuant to Document 00 5251 on the date indicated in Document 00 5501-A (Notice to Proceed for Pre-Construction Services) (**Phase 1 Commencement Date**).
- B. CMR shall complete Phase 1 within four hundred-fifty (450) calendar days from the Phase 1 Commencement Date, subject to extension only as provided in Document 00 5251.
- C. Owner reserves the right to modify or alter the Phase 1 Commencement Date.

**2.02. Phase 2 – Construction Phase**

- A. CMR shall commence the construction (Phase 2) work on the date indicated in Document 00 5501-B (Notice to Proceed for Construction – Parking Structure). (**Phase 2 Commencement Date**).
- B. CMR shall achieve Substantial Completion of the Parking Structure Work three hundred-fifty (350) calendar days from the Phase 2 Commencement Date.
- C. CMR shall achieve Final Completion of the Parking Structure Work four hundred (400) calendar days from the Phase 2 Commencement Date.
- D. CMR shall achieve Substantial Completion of COB3 and Promenade Work five hundred (500) calendar days from the Phase 2 Commencement Date.
- E. CMR shall achieve Final Completion of all the Work five hundred-sixty (560) calendar days from the Phase 2 Commencement Date.

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**2.03. General Matters**

- A. Conditions to Owner's issuance of Document 00 5501-A (Notice to Proceed for Pre-Construction Services) include all matters described in Document 00 5105 (Notice of Award), and such other matters as Owner may reasonably request.
- B. Conditions to Owner's issuance of Document 00 5501-B (Notice to Proceed for Construction), to be issued for the Work, include the following, which Owner may waive or modify in its sole discretion:
  - 1. CMR has satisfactorily completed all pre-construction phase services required by Document 00 5251 (Pre-Construction and CMR Services);
  - 2. CMR has awarded all trade subcontracts and authorized self-perform subtrade work contracts required to execute the Phase 2 work of the Contract Documents for construction;
  - 3. CMR has provided evidence of all insurance, bonds and bond amounts required by Contract Documents for construction.
- C. Owner reserves the right to modify or alter the Phase 1 Commencement Date or any Phase 2 Commencement Date in its sole discretion.

**ARTICLE III - PROJECT REPRESENTATIVES**

**3.01. Owner's Project Manager**

- A. The San Mateo County Board of Supervisors has designated Deborah Bazan, Director of Project Development Unit to act as Owner's Representative in all matters relating to the Contract Documents. Project Development Unit has designated Catherine Chan as its Project Manager for the Project.
- B. To the extent Board of Supervisors approval is not required and authorized by law, the Director of Project Development Unit or his/her designee shall have authority over various matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner, subject however to the limits in the Public Contract Code sections 20137 and 20142, as stated in Document 00 7200, and limits supplied by law and County policies.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative, or change the Project Manager, Construction Manager or other Owner Representative at any time.

**3.02. CMR's Project Manager**

- A. CMR has designated **Andrew VALDEZ** as its Project Manager to act as CMR's Representative in all matters relating to the Contract Documents. CMR's Project Manager must be approved in writing by the Owner prior to execution of this Agreement.
- B. CMR may not change the identity of its Project Manager or any other Key Personnel without prior Owner written approval, which approval shall not be unreasonably withheld, provided such replacement has similar or greater experience and qualifications.



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**3.03. Architects/Engineers**

- A. Studio Gang/KMD and Watry Design will furnish the Drawings and Specifications for the COB3/Promenade and Parking Structure respectively; and shall have the rights assigned to Architect(s)/Engineer(s) in the Contract Documents.

**ARTICLE IV - TERMS, CONDITIONS AND SCOPE OF LIMITATIONS ON DELAY DAMAGES**

**4.01. Identification and Limitation on Delay Damages.**

- A. Owner and CMR recognize that time is of the essence of this Contract and that both Owner and CMR (including Subcontractors) will suffer financial loss in the form of contract administration expenses (including without limitations extended General Conditions, General Requirements, Fee, lost profit, lost opportunities, consequences to bonding costs for CMR; and disruption, extended project management and consultant expenses, interest expense, and loss of revenues, damages to third parties and costs of substitute facilities for Owner) (collectively, **delay damages**), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents.
- B. Except as otherwise expressly provided in this Document 00 5201 (Agreement), Owner and CMR (including Subcontractors) agree that neither shall have the right to recover such defined delay damages against the other during the first six months (180 days) of any delay, other than Owner's liquidated damages for delay.
- C. Consistent with Public Contract Code 7203, delay damages are liquidated as follows:
1. Parking Structure Liquidated Damages
    - a. Owner's liquidated damages during the first Ninety (90) days of the delay period attributable to CMR, shall be the amount of \$1000 per day.
    - b. Following the first Ninety (90) days of delay due to any party, starting on day 91, Owner's liquidated damages shall be **\$5,000 per day**
  2. COB3 and Promenade Liquidated Damages
    - a. Owner's liquidated damages during the first Ninety (90) days of the delay period attributable to CMR, shall be the amount of \$2,500 per day.
    - b. Following the first Ninety (90) days of delay due to any party, then starting on day 91, Owner's liquidated damages shall be **\$5,000 per day**
- D. Measures of liquidated damages shall apply cumulatively.

**4.02. Delays Covered.** This mutual waiver and limit to liquidated damages includes delay damages resulting from delays which in turn result from ordinary, alleged breaches of contract; or errors, omissions, or alleged defects in the design; and force majeure events. Such delays include:

1. CMR failure to achieve Substantial Completion or Final Completion of any portion of the Work within the times required in the Contract Documents, plus any permitted extensions;
2. Owner's failure to respond to any CMR inquiry, submittal or other request in a timely manner;
3. Delays caused by any expected construction interruptions, inspections, rejection of work and rework;

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4. Delays caused by any differing site conditions (including hazardous waste or undisclosed Underground Facility), such as those contemplated in Document 00 7200 (General Conditions);
5. Errors or omissions amounting to ordinary negligence, including without limitation CMR negligence in performing its Pre-Construction Services, or errors or omissions in any Drawings or Specifications; and
6. Delays resulting from forces and/or causes beyond the reasonable control of Owner, CMR or any Subcontractor, including without limitation force majeure events, Acts of God, disruptions in supply and other unexpected difficulties in the progress of the Work.

**4.03. Subcontractor Consent.** Subcontractors must expressly agree to be bound to this Article IV, to the extent of their scope of Work. Under no circumstances may any Subcontractor make a claim against Owner for delay damages suffered by a Subcontractor. To the extent that this Document 00 5201 (Agreement) otherwise expressly entitles Subcontractors to receive delay damages, all Subcontractor claims for delay damages (i) must be prosecuted through CMR as provided in Document 00 7200 (General Conditions) and (ii) are subject to all limitations and waivers otherwise contained in this Document 00 5201 and the other Contract Documents.

**4.04. Exclusions.** The foregoing mutual waiver of delay damages excludes the following:

- A. Any damages arising from or relating to personal injury, death, defective work, property damage, or to the extent covered by insurance maintained by Owner, CMR or any Subcontractor.
- B. Any damages resulting from CMR's or any Subcontractor's failure to maintain the minimum staffing levels required to prosecute the Work with reasonable diligence, defective work or failure to remedy defective work.
- C. Any damages resulting from any party's gross negligence or intentional misconduct.
- D. Any delay damages otherwise payable under paragraph 4.01 above; provided that under no circumstance shall Owner, CMR or any Subcontractor be paid twice for the same delay damages.
- E. Indemnity or defense obligations under Contract Documents.
- F. Under no circumstances may this mutual waiver be construed to limit liability for any damages covered by insurance maintained by Owner, CMR or any Subcontractor, to the extent of such coverage available and recovered after exercise of reasonable efforts.

**ARTICLE V - NOT USED**

**ARTICLE VI - CONTRACT DOCUMENTS**

**6.01.** The Contract Documents which comprise the entire agreement between Owner and CMR concerning the Work consist of the following documents, including all changes, Addenda, and Modifications thereto as listed on Document 00 0111 Table of Contents:

Document 00 4001	Proposal Price Form
Document 00 4820	Proposer Certifications
Document 00 5201	Agreement
Document 00 5251	Pre-Construction and CMR Services
Document 00 5501-A	Notice to Proceed for Pre-Construction Services
Document 00 5501-B	Notice to Proceed for Construction

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Document 00 6113.12	Construction Performance Bond
Document 00 6113.18	Construction Labor and Material Payment Bond
Document 00 6301	Guaranty
Document 00 6530	Agreement and Release of Any and All Claims
Document 00 6600	Substitution Request Form
Document 00 6801	Escrow Agreement for Security Deposit in Lieu of Retention
Document 00 7200	General Conditions
Document 00 7301	Supplementary General Conditions
Document 00 7311	Insurance and Indemnification
Document 00 7315	Naturally Occurring Asbestos [If Applicable]
Document 00 7380	Apprenticeship Program
Document 00 9111	Addenda
Specifications	Division 01 Sections identified in Document 01 0111 Table of Contents.
Specifications	Division 02 through 33 to be developed in conjunction with scope definition work as described in Document 00 5251.
Drawings	Drawings, Tables and Schedules to be completed for bidding, to be developed in conjunction with scope definition work as described in Document 00 5251

- 6.02.** Part of the scope of CMR's Pre-Construction Services work is to identify, clarify, and define the scope of the multiple Bid/Permit Packages that constitute the Project, as described further in Document 00 5251 (Pre-Construction and CMR Services).
- 6.03.** There are no Contract Documents other than those listed above in this Article VI. Document 00 3020 Geotechnical Data and Existing Conditions and Document 00 3124 Hazardous Materials Surveys (if included) and the information supplied through those documents, are not Contract Documents and describe conditions of construction only. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 General Conditions.

**ARTICLE VII - TRADE SUBCONTRACTOR BIDDING AND BONDS; FINAL GMP**

- 7.01.** After award of this Contract, CMR shall commence performing Services as outlined in Document 00 5251. No later than at the end of performance of the Services outlined in Document 00 5251, and earlier if requested by Owner, CMR shall prepare the packages for bidding or otherwise procuring separate trade subcontracts.
- 7.02.** The subcontracts shall be bid open book, with Owner having reasonable review and clarification rights regarding scope, terms and conditions, to complete the work of the Contract Documents and guard against prejudice of Owner's rights under the Contract Documents. Subcontracts and subcontractor bidding shall comply with all public contracting requirements applicable to the County of San Mateo, including without limitation, the following requirements:
- A. CMR shall provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of Owner and the Subcontractor and Subletting Fair Practices Act.
  - B. CMR shall provide a fixed date and time on which the subcontracted work will be awarded.
  - C. In any contract between CMR and any trade subcontractor, or any contract between a trade subcontractor and a subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the contract between Owner and CMR. If the CMR provides written notice to any trade subcontractor or subcontractor thereunder that is not a member of the CMR entity, prior to or at the time the bid is requested, that a bond may be required and the subcontractor subsequently is unable or refuses to furnish a bond to the

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CMR, then the CMR may withhold retention proceeds in excess of the percentage specified in the contract between Owner and CMR from any payment made by the CMR to the trade subcontractor or subcontractor thereunder.

- D. CMR shall award subcontracts to the low, responsive and responsible trade bidder for each trade package.
- 7.03.** CMR's contract value will increase by the amount of each trade subcontract and authorized self-perform subtrade work, and at the completion of trade subcontract bidding, the amount of all trade subcontracts (Aggregate Trade Subcontract and Self-Perform Cost) will be utilized to establish a Final GMP. The Aggregate Trade Subcontract and Self-Perform Cost shall be administered as Cost Item 5.
- 7.04.** Subcontracts bid shall encompass a complete buy out of construction Work and the Final GMP calculated at the completion of subcontractor bidding shall be a final GMP for the entire Work of the Contract Documents. CMR shall not include duplicate scope in any Cost Item or trade subcontract and if such is discovered subsequently then CMR shall so notify Owner for calculation and implementation of the appropriate deductive change order for the value of any such duplication.
- 7.05.** As a condition to the NTP for Phase 2 and as a material term of this Contract, CMR shall provide a performance bond and a payment bond in the forms provided in the Contract Documents as Document 00 6113.12 (Construction Performance Bond) and Document 00 6113.18 (Construction Labor and Material Payment Bond). Such Bonds shall be in the penal sum of the Final GMP.
- 7.06.** Except as otherwise provided in this Article VII or upon written consent of Owner, CMR shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code § 4100 *et seq.*
- 7.07.** Owner shall retain the right in its reasonable discretion, and without additional compensation to CMR, to bid subcontracts in its name and to assign and novate such subcontracts to CMR, subject to the same terms and conditions herein as CMR-bid subcontractors.

**ARTICLE VIII - MISCELLANEOUS**

- 8.01.** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Document 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 8.02.** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.03.** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, CMR or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to CMR, without further acknowledgment by the parties.



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- 8.04.** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. CMR represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CMR shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.05.** In order to induce Owner to enter into this Agreement, CMR represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and subcontractors and designers with all required licenses and certifications; that CMR is duly qualified to conduct business in the State of California; that CMR has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents, and Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order, or decree binding on CMR.
- 8.06.** CMR shall not assign any portion of the Contract Documents.
- 8.07.** This Agreement and the Contract Documents shall be deemed to have been entered into in the City of Redwood City, County of San Mateo, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of San Mateo.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

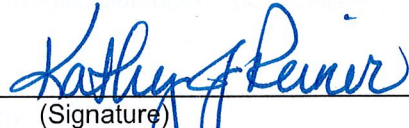
**CONSTRUCTION MANAGER AT RISK:**

[CMR'S NAME]

TRUEBECK CONSTRUCTION, INC

By:   
(Signature)

Its: Vice President, Operations  
Title (If Corporation: Chairman, President or Vice President)

By:   
(Signature)

Its: CEO, Secretary  
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

**OWNER:**

**COUNTY OF SAN MATEO**

 6/28/18  
Director, Project Development Unit

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Appendix A

**CALCULATION OF CONTRACT SUM**

[See Paragraph 1.06 above]

<u>Cost Item No.</u>	<u>Item</u>	<u>Amount (\$)</u>
1.	Pre-Construction Services	\$ 678,785 (Remain same as base contract)
2.	CMR Fee (3.25% of Direct Cost of Construction)	\$ 4,550,000
3.	CMR General Conditions	\$ 5,068,008 (Remain same as base contract)
4.	CMR General Requirements*	
	GR 1 (Not-to-Exceed)	GR 1 \$526,870
	GR 2 (To be determined during subcontractors buy-out in Phase 1)	GR 2 \$ _____
5.	Full bid/award value of all trade subcontracts to be bid open book by CMR and agreed value of all authorized self-perform subtrade work**	\$ _____
6.	Contingency (3% of Direct Cost of Construction)	\$ 4,200,000
7.	Bonds, Insurance and Taxes	\$ 4,326,000
<b>CONTRACT SUM (GMP)</b>		<b>\$19,349,663</b>

\* See Document 00 4001 Appendix B for CMR General Requirements 1 and 2.

\*\* Subject to any Trade Subcontractor adjustments as provided in Article VII above.

**END OF APPENDIX A**

Description	Total	70%		30%
		PDP01	P27P1	
1 Precon	\$ 678,785.00	\$ 475,149.50	\$ 203,635.50	
2 CMR Fee	\$ 4,550,000.00	\$ 3,185,000.00	\$ 1,365,000.00	
3 CMR GC's	\$ 5,068,008.00	\$ 3,547,605.60	\$ 1,520,402.40	
4.1 CMR GR-1	\$ 526,870.00	\$ 368,809.00	\$ 158,061.00	
4.2 CMR GR-2	\$ -	\$ -	\$ -	
5 Subcontract Direct Costs	\$ -	\$ -	\$ -	
6 Construction Contingency	\$ 4,200,000.00	\$ 2,940,000.00	\$ 1,260,000.00	
7 Bonds, Insurance, Taxes	\$ 4,326,000.00	\$ 3,028,200.00	\$ 1,297,800.00	
<b>TOTAL</b>	<b>\$ 19,349,663.00</b>	<b>\$ 13,544,764.10</b>	<b>\$ 5,804,898.90</b>	

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**Appendix B**

**TRADE SUBCONTRACTORS LIST**

Prepared by Owner on \_\_\_\_\_, 20\_\_.

**END OF APPENDIX B**

**END OF DOCUMENT 00 5201**

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**DOCUMENT 00 4001**

**PROPOSAL PRICE FORM  
TO THE COUNTY OF SAN MATEO PROJECT DEVELOPMENT UNIT**





THIS PROPOSAL IS SUBMITTED BY:

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**Truebeck Construction, Inc.**

Re: **NEW COUNTY OFFICE BUILDING AND PARKING STRUCTURE PROJECT**

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an agreement with SAN MATEO COUNTY (Owner) in the form included in the Contract Documents, including Document 00 5201 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Contract Documents, Document 00 1001 (Notice Inviting Proposals), and Document 00 2001 (Instructions for Proposals). This Proposal will remain subject to acceptance for Ninety (90) Days after Proposal opening.
3. In submitting this Proposal, Proposer represents that Proposer has examined all of the Contract Documents, performed all required Pre-Proposal Review, received the Pre-Proposal conference minutes (if any), and received the following Addenda:

<b>Addendum Number</b>	<b>Addendum Date</b>	<b>Signature of Proposer</b>
Addendum #01	December 12, 2017	
Addendum #02	April 11, 2018	
Addendum #03	April 18, 2018	
Addendum #04	April 24, 2018	

4. Based on the foregoing, Proposer proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Proposal Prices:





**SCHEDULE OF PROPOSAL PRICES - Addendum No. 2**

All Cost items, including lump sums and unit prices, must be filled in completely. Cost items are described or referenced in Document 01 1000 (Summary of Work) or Document 00 2001 (Instructions for Proposals). Quote in figures only, unless words are specifically requested.

NO.	COST ITEM <sup>D</sup>	FEE TYPE	PERCENT <sup>C</sup>	DOLLAR AMOUNT <sup>A</sup>
1	Pre-Construction Services	Lump Sum	0.48%	\$678,785.00
			Deduct Alt <sup>E</sup>	\$0.00
2	CMR Fee	Percent	3.25%	\$4,550,000.00
3	CMR General Conditions (GC)	Lump Sum	3.62%	\$5,068,008.00
4	CMR General Requirement <sup>B</sup> – GR 1 only (GR 2 is part of Direct Cost of Construction to be determined during Phase 1)	Not-to-Exceed	0.38%	\$526,870.00
5	Direct Cost of Construction	Lump Sum	TBD (not req'd in this Proposal)	Aggregate Total Cost of the Work of subtrades incl. self-performing Work to be determined at Buy-out during Phase 1
6	Contingency	Percent	3.00%	To be determined based on the Final GMP at completion of Phase 1
7	Bonds, Insurance and Taxes	Percent	3.09%	\$4,326,000.00
<b>Total Proposal Price (Sum of Cost Items 1, 2, 3, 4 and 7) =</b>				<b>\$15,149,663.00</b>

[Enter Prices in the Red color fields to calculate the Total Proposal Price]

**Total Project Proposal Price:** Fifteen Million One Hundred Forty-nine Thousand Six Hundred Sixty-three dollars.

(Words)

Notes

- A Hourly rates for all services necessary to complete Cost Items 1 (Pre-Construction Services), 3 (CMR General Conditions), and 4 (CMR General Requirements) shall be submitted with the Proposal in Appendix A to this Document 00 4001. The reasonableness of these hourly rates will be considered in assessing the Price. These rates will be the basis for compensation of additional/extended hours requested by the Owner for these specific services during the course of this Contract.
- B Proposers to submit Not-to-Exceed cost for General Requirement 1 (GR 1) as identified in the Appendix B to this Document 00 4001. General Requirement 2 (GR 2) shall be determined and solicited for bidding during subcontractors buy-out in Phase 1.
- C For Proposing purposes for Cost Items 1, 3 and 4, percentages shall be calculated based on the entered Lump Sum/NTE price against the estimated Direct Cost of Construction of **\$140 millions (to be confirmed on 4/24/18)**. The reasonableness of the percentages will be considered in assessing the Price. The percentage for Cost Item 2 shall be used for determining the actual total CMR Fee after bids for all trades are received.
- D Proposals should be made with the presumption that CMR will not be authorized to self-perform subtrade work. See Document 00 7301 Supplementary General Conditions.
- E Depending whether the Traffic Court building will be demolished or not, the size/extent of the Public Plaza may vary and be determined during design. For Proposing purposes during the RFP stage, Proposal shall include the demolition of the Traffic Court in the pricing and provide a Deduct Alternative as a separate line item for an option that excludes the demolition of Traffic Court for Pre-construction Services.



**San Mateo County – Project Development Unit  
New County Office Building and Parking Structure Project**

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- C. For Proposing purposes for Cost Items 1, 3 and 4, percentages shall be calculated based on the entered Lump Sum/NTE price against the estimated Direct Cost of Construction of **\$140 millions (to be confirmed on 4/24/18)**. The reasonableness of the percentages will be considered in assessing the Price. The percentage for Cost Item 2 shall be used for determining the actual total CMR Fee after bids for all trades are received.
  - D. Proposals should be made with the presumption that CMR will not be authorized to self-perform subtrade work. See Document 00 7301 Supplementary General Conditions.
  - E. Depending whether the Traffic Court building will be demolished or not, the size/extent of the Public Plaza may vary and be determined during design. For Proposing purposes during the RFP stage, Proposal shall include the demolition of the Traffic Court in the pricing and provide a Deduct Alternative as a separate line item for an option that excludes the demolition of Traffic Court for Pre-construction Services.
5. The undersigned Proposer acknowledges that the estimated Direct Cost of Construction provided herein is for Proposing purposes only, that Owner does not warrant the final accuracy of the estimate, and that the undersigned Proposer must make its own independent verification of estimated costs.
  6. The undersigned acknowledges that the Best Value Proposer will be determined as provided in Document 00 2001 (Instruction for Proposals).
  7. The undersigned Proposer understands that Owner reserves the right to reject this Proposal, or all Proposals, in its sole discretion without compensation to Proposer.
  8. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Proposer within the time described in Paragraph 2 of this Document 00 4001 or at any other time thereafter before it is withdrawn, the undersigned Proposer will execute and deliver the documents required by Document 00 2001 (Instructions for Proposals) within the time specified therein.
  9. Notice of Award or request for additional information may be addressed to the undersigned Proposer at the address set forth below.
  10. The undersigned Proposer agrees to commence Work under the Contract Documents on the date(s) established in Document 00 7200 (General Conditions) and to complete all Work within the time(s) specified in Document 00 5201 (Agreement).
  11. The undersigned Proposer agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete Work in the Contract (or portions thereof) within the time(s) specified in Document 00 5201 (Agreement) shall be as set forth in Document 00 5201.
  12. The names of all persons interested in the foregoing Proposal as principals are:

**IMPORTANT NOTICE:** If Proposer or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Proposer or other interested person is an individual, give first and last names in full.

**NAME OF PROPOSER:** Truebeck Construction, Inc.  
licensed in accordance with an act for the registration of Contractors, and with California license number: 903798 Expiration: 09/30/2019.

<u>San Mateo, California</u> (Place of Incorporation, if Applicable)	<u>Sean Truesdale, President</u> (Principal)
	<u>David Becker, CEO</u> (Principal)
	<u>Kathy Reiner, Secretary and CFO</u> (Principal)



**San Mateo County – Project Development Unit**  
**New County Office Building and Parking Structure Project**

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I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Sean Truesdale

  
(Signature of Proposer)

**NOTE:** If Proposer is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Proposer is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

201 Redwood Shores Parkway, Suite 125

Redwood City, CA 94065

Contractor's Representative(s):

Mike Anderson, Principal-in-Charge

(Name/Title)

Joe Teutonico, Project Executive

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

Sean Truesdale, President

(Name/Title)

David Becker, CEO

(Name/Title)

Mike Anderson, Nick Pera, Mike Jackson; Vice Presidents

(Name/Title)

Telephone Number(s):

650-227-1957

(Area Code)

(Number)

(Area Code)

(Number)

Fax Number(s):

650-227-1958

(Area Code)

(Number)

(Area Code)

(Number)

Date of Proposal:

April 30th, 2018



**SCHEDULE OF RATES FOR PERSONNEL COSTS - Addendum No. 2**

Position	Staff Name	Cost per Hour*	GC Hour Allocation	Cost Sub-Total
Principal in Charge	Mike Anderson	\$335	160	\$53,600
Project Executive/Director	Joseph Teutonico	\$191	1355	\$258,805
Senior Project Manager: Office Bldg/Promenade	Andrew Valdez	\$155	3293	\$510,415
Project Manager: Parking Garage	Nate Lohman	\$130	2076	\$269,880
Senior Project Engineer: Office Bldg	Marian Jelinek	\$98	3207	\$314,286
Project Engineer: Office Bldg	Carter Widlund	\$90	2595	\$233,550
Project Engineer: Office Bldg/Promenade	Dani Glouberman	\$90	2941	\$264,690
Project Engineer: Parking Garage	Cathy Cantoni	\$90	1903	\$171,270
Project Engineer: Parking Garage	Sal Azam	\$90	519	\$46,710
Senior Superintendent: Office Bldg/Promenade	Ross Bottarini	\$195	3206	\$625,170
Superintendent: Parking Garage	Rob Bolli	\$150	2165	\$324,750
Assistant Superintendent: Office Building	Myron Dias	\$120	4065.5	\$487,860
Assistant Superintendent: Parking Garage	Christos Karahalios	\$120	2768	\$332,160
Assistant Superintendent: Office Bldg/Promenade	Ismael Perez	\$120	1318	\$158,111
Quality Control Manager	Jonathon Norton	\$95	1233	\$117,135
Safety Engineer	TBD	\$95	2746	\$260,870
BIM Coordinator	Matty Reed	\$98	2957	\$289,786
IT Coordinator	TBD	\$80	640	\$51,200
Administrative Assistant	TBD	\$80	3722	\$297,760
			<b>Total Cost =</b>	<b>\$5,068,008</b>

\*Rates include CMR's direct costs, without overhead or profit included under Cost Item 2, for salaries and related forms of compensation and employer's costs (including worker's compensation insurance and any other insurance required by law) for labor and personnel costs, of CMR's employees, while performing Work at the Project Site.

WAK



**APPENDIX B - GENERAL REQUIREMENTS 1 - Addendum No. 2**

General Requirements 1 Job Site Temp Facilities, Utilities & Cleaning		GR1	Unit	Quantity	Unit Cost	Total
1	Office Trailers (Including Inspectors / Owners)	X	Months	19	\$5,400	\$102,600
2	Storage Trailer & Tool Shed	X	Months	19	\$868	\$16,492
3	Office Furniture and Equip	X	Months	19	\$2,568	\$48,792
4	Reproductions/Copy Machine	X	Months	19	\$3,032	\$57,608
5	Postage/UPS/FedEx	X	Months	19	\$447	\$8,493
6	Project Photographs	X	Months	19	\$174	\$3,306
7	Temporary Toilets	X	Months	19	\$4,250	\$80,750
8	Project Sign	X	Months	19	\$768	\$14,592
9	Telephone Installation	X	Months	19	\$211	\$4,009
10	Telephone Monthly Charges / Allowance	X	Months	19	\$347	\$6,593
11	Electric Power Installation (Trailers Only)	X	Months	19	\$263	\$4,997
12	Electric Power Monthly Charges / Allowance (Trailers Only)	X	Months	19	\$1,068	\$20,292
13	Water Service – Installation(Trailers Only)	X	Months	19	\$263	\$4,997
14	Water Service - Monthly Costs / Allowance (Trailers Only)	X	Months	19	\$274	\$5,206
15	Project Management Software (Please specify)	X	Months	19	\$3,684	\$69,996
16	Trailer Maintenance	X	Months	19	\$1,068	\$20,292
<del>17</del>	<del>Daily Job Site Clean-Up-</del>	<del>X</del>	<del>In-directs</del>		<del>\$0.00</del>	<del>\$0.00</del>
<del>18</del>	<del>Final Clean</del>	<del>X</del>	<del>In-directs</del>		<del>\$0.00</del>	<del>\$0.00</del>
<del>19</del>	<del>Dump Permits and Fees-</del>	<del>X</del>	<del>In-directs</del>		<del>\$0.00</del>	<del>\$0.00</del>
<del>20</del>	<del>Trash Removal and Hauling</del>	<del>X</del>	<del>In-directs</del>		<del>\$0.00</del>	<del>\$0.00</del>
<del>21</del>	<del>Dust Control</del>	<del>X</del>	<del>In-directs</del>		<del>\$0.00</del>	<del>\$0.00</del>
<del>22</del>	<del>SWPP Installation &amp; Maintenance</del>	<del>X</del>	<del>In-directs</del>		<del>\$0.00</del>	<del>\$0.00</del>
<del>23</del>	<del>SWPP Inspection</del>	<del>X</del>	<del>In-directs</del>		<del>\$0.00</del>	<del>\$0.00</del>
24	Drinking Water/Cooler/Cup	X	Months	19	\$1,516	\$28,804
25	Safety/First Aid Supplies	X	Months	19	\$897	\$17,043
26	Fire Equipment (Office Trailers and Site)	X	Months	19	\$632	\$12,008
<del>27</del>	<del>Site Security-</del>	<del>X</del>	<del>In-directs</del>		<del>\$0.00</del>	<del>\$0.00</del>
<b>GENERAL REQUIREMENTS 1 - NOT TO EXCEED SUBTOTAL</b>						<b>\$526,870.00</b>



**RESOLUTION NO. 075918**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE DIRECTOR OF THE PROJECT DEVELOPMENT UNIT OR HIS/HER DESIGNEE TO: A) EXECUTE AN AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES WITH TRUEBECK CONSTRUCTION FOR THE MANAGEMENT OF THE COUNTY OFFICE BUILDING 3 AND PARKING STRUCTURE 2 CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$19,349,663; AND B) EXECUTE CONTRACT AMENDMENTS AND CHANGE ORDERS THAT WILL INCREASE THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$1,934,966 OR 10% IN AGGREGATE AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS IT DOES NOT CAUSE THE TOTAL COST OF CONSTRUCTION FOR COUNTY OFFICE BUILDING 3 AND PARKING STRUCTURE 2 TO EXCEED THE CURRENT OR REVISED FISCAL PROVISIONS**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, in January 2017, the County Manager's Project Development Unit (PDU) was formed to oversee and manage County ground-up construction; and

**WHEREAS**, In March of 2017, your Board held a study session to consider Feasibility and Master Plan recommendations for County Capital improvements; and

**WHEREAS**, at the conclusion of the Study Session, PDU staff were directed to pursue a new County Office Building 3 (COB 3), Parking Structure 2 (PS 2), and related improvements to the County Center; and

**WHEREAS**, on November 21, 2017, the Board authorized agreements with Studio Gang for architectural services for COB3 and Watry Design for architectural services for PS 2; and

**WHEREAS**, On November 16, 2017, the County published a Request for Statement of Qualifications for Construction Manager at Risk (CMR) Services for COB 3

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and PS 2, four firms submitted qualifications, each was found to be qualified to submit proposals, and three submitted proposals; and

**WHEREAS**, after interviews and review of the submitted proposals, based on objective criteria, the County selection committee ranked Redwood City based Truebeck Construction, which bid \$19,349,966, as the highest ranked proposer; and

**WHEREAS**, the PDU recommends that the Board authorize the execution of an agreement with Truebeck Construction for Construction Manager at Risk Services for the COB 3 and PS 2 project; and

**WHEREAS**, the total cost of the Construction Manager at Risk agreement with Truebeck is included in the budgets for the COB 3 and PS 2 projects;

**WHEREAS**, the requested approvals and authorizations will contribute to the Shared Vision 2025 outcome of creating a Collaborative and Safe Community by advancing this project which will provide regional benefits to San Mateo County residents.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors adopt a resolution authorizing the Director of the Project Development unit or his/her designee to execute: (A) An agreement with Truebeck Construction for Construction Manager at Risk Services for the management of the County Office Building 3 and Parking Structure 2 construction in an amount not to exceed \$19,349,663; and (B) contract amendments and change orders that will increase the County's maximum fiscal obligation by no more than \$1,934,966 or 10% in aggregate and/or modify the contract term and/or services so long as it does not cause the total cost to exceed the current or revised fiscal provisions.

\* \* \* \* \*

Regularly passed and adopted this 5<sup>th</sup> day of June, 2018.

*AYES and in favor of said resolution:*

*Supervisors:*

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

DAVID J. CANEPA

*NOES and against said resolution:*

*Supervisors:*

NONE



*President, Board of Supervisors  
County of San Mateo  
State of California*

***Certificate of Delivery***

*I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.*



*Deputy Clerk of the Board of Supervisors*



**San Mateo County – Project Development Unit  
New County Office Building and Parking Structure Project**

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**DOCUMENT 00 6301**

**GUARANTY**

TO: The COUNTY OF SAN MATEO (**Owner**), for construction of the NEW COUNTY OFFICE BUILDING AND PARKING STRUCTURE PROJECT located at San Mateo County Government Center Redwood City, San Mateo County, California.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Owner for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one (1) year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom.

If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement.

Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.





San Mateo County – Project Development Unit  
New County Office Building and Parking Structure Project

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Date: June 20, 2018

TRUE BECK CONSTRUCTION, INC  
CMR's name

By: [Signature]  
Signature

Mike Anderson  
Print Name

Vice President, Operations  
Title

201 Redwood Shores Parkway, Suite 225  
Street Address

Redwood City, Ca. 94065  
City, State, Zip code

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END OF DOCUMENT 00 6301





## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Truebeck Construction, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC       C Corporation       S Corporation       Partnership       Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**201 Redwood Shores Parkway, Suite 125**

**6** City, state, and ZIP code  
**Redwood City, CA 94065**

**7** List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>OR</b>									
<b>Employer identification number</b>									
2	6	-	0	3	4	8	4	2	1

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶ *Paul Thompson*

Date ▶ *6/11/18*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

*[Handwritten Signature]*      *6/26/18*





**San Mateo County – Project Development Unit  
New County Office Building and Parking Structure Project**

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**DOCUMENT 00 5105**

**NOTICE OF AWARD**

Dated: **June 6, 2018**

To: **Truebeck Construction, Inc.**  
(Name of CMR)

Address: **201 Redwood Shores Parkway, Ste. 125, Redwood City, CA 94065**

**CONTRACT FOR: NEW COUNTY OFFICE BUILDING AND PARKING STRUCTURE PROJECT**

The Board approved Contract Sum of your Contract is **Nineteen Million Three Hundred and Forty Nine Thousand Six Hundred and Sixty-three Dollars (\$19,349,663)** in accordance with the schedule below:

<b><u>Cost Item*</u></b>		<b><u>Contract Amount**</u></b>	
1 Pre-construction Services	\$	678,785	(Remain same as base contract)
2 CMR Fee (3.25%)	\$	4,550,000	(To be amended at Buy-out)
3 CMR General Conditions (GC)	\$	5,068,008	(Remain same as base contract)
4 CMR General Requirement – GR 1 only	\$	526,870	(GR 1 Not-to-Exceed; GR 1&2 to be amended at Buy-out)
5 Direct Cost of Construction		-	(To be amended at Buy-out)
6 Contingency (3%)	\$	4,200,000	(To be amended at Buy-out)
7 Bonds, Insurance and Taxes	\$	4,326,000	(To be amended at Buy-out)
<b>Board Approved Total =</b>		<b>\$ 19,349,663</b>	

\* See Document 00 5201 Agreement for definitions and contract terms

\*\* See Document 00 4001 Proposal Price Form for fee type and calculation

1. Five (5) copies of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by 5:00 pm of the 10<sup>th</sup> Day following the date of this Notice of Award, that is, by **Wednesday, June 20, 2018**.
  - a. Deliver to Owner four (4) fully executed counterparts of Document 00 5201 (Agreement). Each copy of Document 00 5201 (Agreement) must bear your original signature on the signature page and your initials on each page.
  - b. Deliver to Owner four (4) original copies of Document 00 6301 (Guaranty), each executed by you and with your initials on each page.
  - c. Deliver to Owner one (1) original set of the insurance certificates with endorsements required under Document 00 7311 (Insurance and Indemnification).
  - d. Deliver to Owner one (1) original copy of Truebeck Construction, Inc. completed W-9 form.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Proposal abandoned, to annul this Notice of Award, and to declare your Proposal security forfeited.


**San Mateo County – Project Development Unit  
New County Office Building and Parking Structure Project**

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4. As further described in Document 00 2001 (Instructions for Proposals), award of your Contract is also subject to all required State of California approvals.
5. Within Twenty-one (21) Days after you comply with the conditions in Paragraph 2 of this Document 00 5105, Owner will return to you one fully signed counterpart of Document 00 5201 (Agreement) with one (1) copy of the Project Manual.
6. Before you may commence Phase 1 Pre-construction services under the Contract, you must attend a pre-construction conference. The pre-construction conference may be arranged through Owner's Project Manager. Questions regarding bonds, insurance and all other inquiries should also be directed to Owner's Project Manager.
7. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code § 1776.

**OWNER:**

**COUNTY OF SAN MATEO**

By:  Director, Project Development Unit  
(Title)

DEBORAH BAZAN  
(Print Name)

AUTHORIZED BY RESOLUTION:

NO: **075918**

ADOPTED: **June 5, 2018**

**[Copy of Resolution Attached]**

**END OF DOCUMENT 00 5105**



**RESOLUTION NO. 075918**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE DIRECTOR OF THE PROJECT DEVELOPMENT UNIT OR HIS/HER DESIGNEE TO: A) EXECUTE AN AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES WITH TRUEBECK CONSTRUCTION FOR THE MANAGEMENT OF THE COUNTY OFFICE BUILDING 3 AND PARKING STRUCTURE 2 CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$19,349,663; AND B) EXECUTE CONTRACT AMENDMENTS AND CHANGE ORDERS THAT WILL INCREASE THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$1,934,966 OR 10% IN AGGREGATE AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS IT DOES NOT CAUSE THE TOTAL COST OF CONSTRUCTION FOR COUNTY OFFICE BUILDING 3 AND PARKING STRUCTURE 2 TO EXCEED THE CURRENT OR REVISED FISCAL PROVISIONS**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, in January 2017, the County Manager's Project Development Unit (PDU) was formed to oversee and manage County ground-up construction; and

**WHEREAS**, In March of 2017, your Board held a study session to consider Feasibility and Master Plan recommendations for County Capital improvements; and

**WHEREAS**, at the conclusion of the Study Session, PDU staff were directed to pursue a new County Office Building 3 (COB 3), Parking Structure 2 (PS 2), and related improvements to the County Center; and

**WHEREAS**, on November 21, 2017, the Board authorized agreements with Studio Gang for architectural services for COB3 and Watry Design for architectural services for PS 2; and

**WHEREAS**, On November 16, 2017, the County published a Request for Statement of Qualifications for Construction Manager at Risk (CMR) Services for COB 3

and PS 2, four firms submitted qualifications, each was found to be qualified to submit proposals, and three submitted proposals; and

**WHEREAS**, after interviews and review of the submitted proposals, based on objective criteria, the County selection committee ranked Redwood City based Truebeck Construction, which bid \$19,349,966, as the highest ranked proposer; and

**WHEREAS**, the PDU recommends that the Board authorize the execution of an agreement with Truebeck Construction for Construction Manager at Risk Services for the COB 3 and PS 2 project; and

**WHEREAS**, the total cost of the Construction Manager at Risk agreement with Truebeck is included in the budgets for the COB 3 and PS 2 projects;

**WHEREAS**, the requested approvals and authorizations will contribute to the Shared Vision 2025 outcome of creating a Collaborative and Safe Community by advancing this project which will provide regional benefits to San Mateo County residents.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors adopt a resolution authorizing the Director of the Project Development unit or his/her designee to execute: (A) An agreement with Truebeck Construction for Construction Manager at Risk Services for the management of the County Office Building 3 and Parking Structure 2 construction in an amount not to exceed \$19,349,663; and (B) contract amendments and change orders that will increase the County's maximum fiscal obligation by no more than \$1,934,966 or 10% in aggregate and/or modify the contract term and/or services so long as it does not cause the total cost to exceed the current or revised fiscal provisions.

\* \* \* \* \*



Regularly passed and adopted this 5<sup>th</sup> day of June, 2018.

*AYES and in favor of said resolution:*

*Supervisors:*

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

DAVID J. CANEPA

*NOES and against said resolution:*

*Supervisors:*

NONE



President, Board of Supervisors  
County of San Mateo  
State of California

***Certificate of Delivery***

*I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.*



Deputy Clerk of the Board of Supervisors







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## DESCRIPTIONS (Continued from Page 1)

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New County Office Building and Parking Structure Project.

The County of San Mateo, including all subsidiary and affiliated entities, and their respective Board of Trustees and their employees, representatives, inspectors (including without limitation Project Inspector), consultants (including with limitation Architect/Engineer and its consultants), and agents are additional insured and coverage is primary and non-contributory on the general liability, automobile, pollution liability and excess liability policies per the attached endorsements/forms. Waiver of subrogation applies on the general liability, automobile, pollution liability, professional liability, excess liability and workers' compensation policies per the attached endorsements/forms. Notice of Cancellation for the general liability, automobile, pollution liability, professional liability, excess liability policies applies per the attached forms. CANCELS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE.

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

**AUTOMATIC ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

## **ENDORSEMENT**

This endorsement, effective on November 15, 2017, at 12:01 A.M. standard time, forms a part of Policy No. CAH740934003 of the Greenwich Insurance Company  
Issued to TRUEBECK CONSTRUCTION , INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **PRIMARY INSURANCE CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

POLICY NUMBER: CAH740934003

IXI 405 0910

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY.		30

All other terms and conditions of the Policy remain unchanged.



POLICY NUMBER: CAH740934003

COMMERCIAL AUTO  
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

### SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy No CGG740933903

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., November 15, 2017, forms a part of

Policy No. CGG740933903 issued to TRUEBECK CONSTRUCTION, INC.

by Greenwich Insurance Company

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.

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

- A. Section II – Who Is An Insured** 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 ongoing operations performed for that insured.



**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., November 15, 2017, forms a part of

Policy No. CGG740933903 issued to TRUEBECK CONSTRUCTION, INC.

by Greenwich Insurance Company

**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

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.

**Location And Description of Completed Operations:**

VARIOUS AS REQUIRED PER WRITTEN CONTRACT

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

**Section II – Who Is An Insured** 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" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.



Policy No. CGG740933903

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY INSURANCE CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

date of cancellation, the Policy premium shall be considered 100% earned, and no premium shall be returned upon cancellation.

**H. No Limitation of Liability**

You shall not limit the liability of any **Responsible Entity**, except to collectible insurance, without our prior written approval.

**I. Your Bankruptcy**

Your bankruptcy or insolvency shall not relieve us of our obligations under this Policy.

**J. Authorization Clause**

By acceptance of this Policy, the first **Named Insured** shall be the sole agent of and shall act on behalf of the **Insureds** for all purposes as to the Policy, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, providing and receiving notice of cancellation, termination, or nonrenewal, the giving of notices and reporting of **First Party Claims, Claims** and circumstances, for completing applications and the making of any statements or representations, for making any change to the Policy, and for the exercising or declining to exercise any right under this Policy, including the purchase of an Optional Extended Reporting Period.

**K. Severability of Policy Provisions**

If any material provision or clause of this Policy is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, that provision will immediately become null and void, leaving the remainder of this Policy in full force and effect.

**L. Severability of Insureds (Coverages B, C, D and E)**

Except with respect to the Limits of Liability and Self-Insured Retentions, the Authorization Clause of this Conditions Section and as otherwise provided in this Policy, this insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

**M. Other Insurance**

This Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we will have no duty to defend the **Claim**; if no such other insurance defends the **Claim**, we will have the right but not the duty to defend the **Claim**.

Under Coverage C only, when you are required by written contract, written agreement, or permit, executed prior to when the **Pollution Claim** was first made, to include any person or entity as an additional **Insured**, such coverage will be provided on a primary and non-contributory basis to the extent so required.

**N. Choice of Law**

All matters arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, all forms of contractual, tort and statutory claims, and all remedies and entitlement to costs or attorneys' fees in a dispute over any of the foregoing, shall be determined in accordance with the law and practice

## Blanket Notice of Cancellation to Others Endorsement

In consideration of the premium paid, it is understood and agreed that the following is added to Section XI.G. Cancellation and Termination:

5. If we cancel this Policy by written notice to you for any reason other than non-payment of premium, we will mail notification that such Policy has been cancelled to each person or organization shown in a Schedule provided to us by you or by any entity you have instructed to provide such Schedule. Such Schedule:
  - a. Must be initially provided to us within fifteen (15) days after the later of:
    - i. the effective date of the **Policy Period** shown in the Declarations, or
    - ii. the date this Endorsement has been added to this Policy;
  - b. Must contain the names and addresses of only the persons or organizations requiring notification that such Policy has been cancelled;
  - c. Must be in an electronic format that is acceptable to us; and
  - d. Must be accurate.

Such Schedule may be updated and provided to us during the policy period. Such updated Schedule must comply with Paragraphs b, c, and d. above.

6. Our delivery of the notification as described in Paragraph 5. of this Endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to you. Delivery of the notification as described in Paragraph 5. of this endorsement will be completed at least 90 days prior to the effective date of cancellation.
7. Proof of mailing the notification will be sufficient proof that we have complied with Paragraphs 5. and 6. of this Endorsement.
8. Our delivery of notification described in Paragraphs 5. and 6. of this Endorsement is intended as a courtesy only. Our failure to provide such delivery of notification will not:
  - a. Extend the Policy cancellation date;
  - b. Negate the cancellation; or
  - c. Provide any additional insurance that would not have been provided in the absence of this Endorsement.
9. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs 5 and 6. of this Endorsement.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Truebeck Construction Inc.	Policy Number PCADB-5003615-1117
Effective Date of This Endorsement 11/15/2017	Authorized Representative



4. what happened and the dates and entities involved; and
5. the nature of any alleged or potential **Loss**;

then any **Claim** (except for a **Pollution Claim**) or **First Party Claim** arising out of such circumstance shall be deemed to have been made on the date we received the written report of the circumstance. At our sole discretion and cost, we may elect to investigate any circumstance which is reported; any such costs associated with the investigation of a circumstance prior to a **Claim** being made against you will not be considered **Claim Expense**, will not reduce the applicable Self-Insured Retention and shall be paid by us in addition to the Limit of Liability.

## XI. CONDITIONS

### A. Territory

The coverage afforded by this Policy applies worldwide.

### B. Audit and Inspection

Upon reasonable prior notice, we shall be permitted to audit your final books and records at any time during the **Policy Period**, the Automatic Extended Reporting Period, the Optional Extended Reporting Period, if applicable, and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Policy. We shall also be permitted to inspect, sample, and/or monitor your operations on a continuing basis. Neither our right to make inspections, sample, and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of us or others, to determine or warrant that your operations are safe, healthful, conform to acceptable practice, or are in compliance with any law, rule, or regulation.

### C. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. **However, we waive our rights of subrogation under this Policy against your clients or their designees (except for a Responsible Entity) to the extent such a waiver is required by a written contract with you executed prior to the Claim.**

For Coverage A only, we will not subrogate against a **Responsible Entity** in excess of its collectible insurance, provided it has maintained **Recoverable Insurance**, regardless of whether or not such **Recoverable Insurance** is exhausted or reduced.

### D. Changes

None of the provisions of this Policy will be waived, changed, or modified except by written endorsement issued by us to form a part of this Policy. Notice to any of our agents or knowledge possessed by any such agent or any other person will not act as a waiver or change in any part of this Policy and will not prevent us from asserting any rights under the provisions of this Policy.

### E. Action Against Us

Only you can make claims against us under Coverages A and F, and the Supplemental Coverages, of this Policy.



L. **First Party Claim** means a **Protective Claim** and any other request of us by you for **Mitigation Cost** or for sums arising out of any of the insuring agreements described in the Supplemental Coverage Section of this Policy.

M. **Information Technology Products** means a computer or telecommunication hardware or software product or other electronic product that is used, created, developed or manufactured by or for you, including software updates, service packs and other maintenance releases for such products.

N. **Information Technology Services** means:

1. Consulting on, design of, development of, analysis of, integration of, interface of, modification of and programming of software, hardware, networks, telecommunication systems and electronic or digital devices performed by you or on your behalf for your clients;
2. installation of, training in the use of, support of, servicing of, maintenance of, repair of your **Information Technology Products**;
3. marketing of, selling of, licensing of and distribution of **Information Technology Products**;
4. storage of, warehousing of, mining of and processing of data by you;
5. managing, operating, administering and hosting **Information Technology Products** for your clients;  
or
6. activities performed on your website(s);

but shall not mean **Information Technology Products**.

O. **Insured** means:

1. the **Named Insured**; or
2. any fully owned subsidiary corporations or subsidiary limited liability companies of the **Named Insured**, of any tier, in the past, as now constituted or hereafter constituted, subject to the limitations in Paragraph 9. of this Definition for the newly acquired or formed entities described therein; or
3. any present or former partner, director, officer, manager, member, shareholder, principal, trustee, or employee of the **Named Insured** solely while acting on behalf of the **Named Insured**, but this Paragraph 3. shall not make any entity an **Insured** solely because of its participation with the **Named Insured** in a legal entity such as a joint venture or limited liability company; or
4. any **Insured** with regard to its participation in a legal entity, including a joint venture or limited liability company, but solely for the **Named Insured's** legal liability arising out of the performance of **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** under the respective legal entity, and such legal entity itself, or any other entity other than an **Insured** that is part of the legal entity, are not **Insureds**; or
5. with regard to Coverage C only, any client of the **Named Insured**, or other entity or person, that the **Named Insured** is obligated to name as an additional insured on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities**; or



## EXCESS LIABILITY COVERAGE FORM

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we," "us" and "our" refer to the Company providing this insurance. **The word Insured means any person or organization qualifying as such in the "first underlying insurance."** Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide the coverage as follows:

### INSURING AGREEMENTS

#### I. COVERAGE

We will pay on behalf of the Insured the amount of "loss" covered by this insurance in excess of the "Underlying Limits of Insurance" shown in Item 5. of the Declarations, subject to **INSURING AGREEMENT Section II., Limits of Insurance**. Except for the terms, conditions, definitions and exclusions of this policy, the coverage provided by this policy will follow the "first underlying insurance."

of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance." The aggregate limit applies separately and in the same manner as the aggregate limits provided by the "first underlying insurance," provided that all "underlying insurance" applies their aggregate limit in the same manner as the "first underlying insurance."

#### II. LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay under the terms of this insurance regardless of the number of:

1. Insureds;
2. claims made or suits brought;
3. persons or organizations making claims or bringing suits.

B. The Limits of Insurance of this policy will apply as follows:

1. This policy applies only in excess of the "Underlying Limits of Insurance" shown in Item 5. of the Declarations.
2. The aggregate limit shown in Item 4.

3. Subject to **B.2.**, the occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

4. Subject to Paragraphs **B.2.** and **B.3.** above, if the "Underlying Limits of Insurance" described in Item 5. of the Declarations are either reduced or exhausted solely by payment of "loss," such insurance provided by this policy will apply in excess of the reduced underlying limit or, if all underlying limits are exhausted, will apply as "underlying insurance" subject to the same terms, conditions, definitions and exclusions of the "first underlying insurance," except for the terms, conditions, definitions and exclusions of this policy.



# Following Form Excess Liability Policy



There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured(s)" means any person(s) or organization(s) qualifying as such in the Controlling Underlying Policy shown in Item 6.A. of the Declarations, but only to the extent and within the scope for which such "insureds" qualify for coverage in the Controlling Underlying Policy.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION VI. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy, we agree with you to provide coverage as follows:

## Insuring Agreements

### SECTION I. COVERAGE

- A. We will pay on behalf of the insured the sums in excess of the Total Limits Of All Underlying Insurance shown in Item 6.B. of the Declarations that the insured becomes legally obligated to pay as damages.
- B. This insurance applies only to damages covered by the Controlling Underlying Policy as shown in Item 6.A. of the Declarations. Except as otherwise provided by this policy, the coverage follows the definitions, terms, conditions, limitations, and exclusions of the Controlling Underlying Policy in effect at the inception of this policy.
- C. Notwithstanding anything to the contrary contained in Paragraphs A. and B. above, if the Controlling Underlying Policy does not apply to damages for reasons other than exhaustion of applicable Limits of Insurance by payment of **loss**, then this policy does not apply to such damages.
- D. The amount we will pay is limited as described in **SECTION II. LIMITS OF INSURANCE**.

### SECTION II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:
  1. Insureds;
  2. Claims made or suits brought; or
  3. Persons or organizations making claims or bringing suits.
- B. The Limits of Insurance of this policy will apply as follows:
  1. This policy applies only in excess of the Total Limits Of All Underlying Insurance shown in Item 6.B. of the Declarations.
  2. If our Limits of Insurance shown in Item 4. of the Declarations are less than the total Limits of Insurance shown in Item 4., the limits of our liability will be that proportion of the **loss** which our Limits of Insurance bear to the total Limits of Insurance in Item 4. and which is in excess of the Total Limits Of All Underlying Insurance as shown in Item 6.B. of the Declarations.
  3. Subject to Paragraph B.2. above, the Other Aggregate Limit shown in Item 4.B. of the Declarations is the most we will pay for all **loss** to which this policy applies, except for **loss** covered under the products/completed operations hazard, that is subject to an aggregate limit provided by the Controlling Underlying Policy. The Other Aggregate Limit applies separately and in the same manner as the aggregate limits provided by the Controlling Underlying Policy.
  4. Subject to Paragraph B.2. above, the limit shown in Item 4.C. of the Declarations for the Products/Completed Operations Aggregate is the most we will pay for all **loss** to which this policy applies under the products/



- (3) If we and the **insured** disagree on whether a **disaster event** has occurred, the **insured's** right of reimbursement under Insuring Agreement C shall be arbitrated pursuant to the rules of the American Arbitration Association for the state shown in Declarations Item 1.
- (4) Payment by us of **disaster response expenses** will not determine or be evidence of our rights or obligations under Insuring Agreement A or B.
- (5) Payment by us of **disaster response expenses** will not oblige us to assume any duty to control the investigation, settlement or defense of any **claim** or **suit** that might arise from a covered **disaster event**.

## II. **WHO IS AN INSURED**

(A) The following are **insureds** under Insuring Agreement A:

- (1) The **named insured**.
- (2) Any person or organization qualifying as an **insured** under the **scheduled underlying insurance**, but for no broader coverage than would be afforded to such person or organization by the **scheduled underlying insurance**.

(B) The following are **insureds** under Insuring Agreements B and C:

- (1) The **named insured**.
- (2) Any person or organization, other than an **employee** or **volunteer worker**, while such person or organization is acting as your real estate manager.
- (3) Your legal representative if you die, but only with respect to his or her duties as such.
- (4) Your **employees**, but only for acts within the scope of their employment by you, or while performing duties related to the conduct of your business.
- (5) Your **volunteer workers**, but only while performing duties related to the conduct of your business.
- (6) If you are designated in the Declarations as an individual, then your spouse, but only with respect to the conduct of a business of which you are the sole owner.
- (7) If you are designated in the Declarations as a partnership or joint venture, your partners and their spouses, but only with respect to the conduct of your business.
- (8) If you are designated in the Declarations as a limited liability company, your members, but only with respect to the conduct of your business, and your managers, but only with respect to their duties as such.
- (9) If you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company, your executive officers and directors, but only with respect to their duties as such. Your stockholders are also **insureds**, but only with respect to their liability as stockholders.
- (10) If you are designated in the Declarations as a trust, your trustees, but only with respect to their duties as such.
- (11) Any organization in which you maintain an interest of more than fifty percent (50%) as of the effective date of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FOLLOWING FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE FORM

It is agreed that this policy is subject to the exact terms and conditions of the  
XL Specialty Insurance Company  
Policy Number US00067878L17A , except with respect to the:

Limits of Insurance;

Premium; and

Any exclusions or endorsements attached to this policy.

All preprinted terms and conditions of Form CE 6524 0697 are deleted to the extent that they vary from  
or are inconsistent with the terms and conditions of the  
XL Specialty Insurance Company  
Policy Number US00067878L17A , except for Condition **L., When "Loss" is Payable.**

Nothing in this endorsement will obligate us to pay a "loss" or assume charge of the investigation of  
any claim or defense of any suit against you before the Limits of Insurance shown in Item **5.** of the  
Declarations, Underlying Insurance, are exhausted by payment of "loss" or "losses" by the Insured or  
the Insured's "underlying insurance."

This endorsement does not change any other provision of the policy.

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(M) **Other Insurance**

If **other insurance** applies to damages covered by this policy, this policy will apply excess of such **other insurance**. However, this provision will not apply:

- (1) If the **other insurance** is written to be excess of this policy.
- (2) With respect to Insuring Agreement A only, if you have agreed in a written contract with another person or organization that this policy shall be primary and non-contributory with such other person or entity's coverage, but only with respect to damages arising out of insured operations or work on your behalf performed under such written contract. When this Paragraph (2) applies, the coverage available to the other person or organization will be the lesser of the policy's Limits of Insurance or the minimum limits required by such written contract. In that case, **other insurance** of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.
- (3) Nothing in this Condition (M) shall make this policy subject to the terms, conditions and limitations of such **other insurance**.

(N) **Premium**

- (1) The **first named insured** shall be responsible for payment of all premiums when due.
- (2) The premium for this policy shall be computed on the basis set forth in Declarations Item 6. At the beginning of the **policy period**, the **first named insured** must pay us the Premium shown in Declarations Item 6.
- (3) When this policy expires or is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the original premium paid, you will promptly pay us the difference. If the earned premium is less than the original premium paid, we will return the difference to you. But in any event, we shall retain the Minimum Premium as shown in Declarations Item 6 for each twelve (12) months of the **policy period**.

(O) **Separation of Insureds**

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to you, this insurance applies as if each **insured** were the only **insured**, and separately to each **insured** against whom **claim** is made or **suit** is brought.

(P) **Transfer of Rights of Recovery**

- (1) If any **insured** has the right to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing after **loss** to impair these rights and must help us enforce them. If, prior to the time of an **occurrence**, you and the insurer of **scheduled underlying insurance** waive any right of recovery against a specific person or organization for injury or damage as required under an **insured contract**, we also will waive any rights it may have against such person or organization.
- (2) Any recoveries shall be applied as follows:
  - (a) Any person or organization, including you, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first.

# Limited Other Insurance Condition Amendment



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

Condition **G. Other Insurance** of SECTION V. CONDITIONS, paragraph **G., Other Insurance** is deleted and replaced with the following:

**G. Other Insurance**

If other insurance applies to damages that are also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply:

1. If the other insurance is written to be excess of this policy; or
2. If you have agreed in a written contract to carry insurance to apply prior to and be non-contributory with that of another person or organization's insurance, but only as respects damages arising out of insured operations or work on your behalf performed under such written contract. However, the limits available to the other person or organization will be the lesser of our policy Limits of Insurance or the limits required by such written contract. In that case, other insurance of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF OTHER INSURANCE - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE PART



SCHEDULE
<p><b>Name of Person or Organization:</b> Where required by written contract.</p>

**A. The following is added to Condition 1. Other Insurance under SECTION VI. CONDITIONS:**

However, with respect to a person or organization shown in the Schedule, that qualifies as an Insured under this policy, if a written contract in which you have agreed to provide insurance for that person or organization expressly requires that this insurance applies on a primary or a primary and non-contributory basis, this insurance will apply as if other insurance available to that person or organization which designates that person or organization as a Named Insured does not exist, and we will not share with that other insurance. Regardless of the written contract between you and the person or organization shown in the Schedule, this insurance is still excess over any other valid and collectible insurance available to that person or organization, whether such insurance is primary, contributing, excess, contingent or otherwise, as respects "autos" or when that person or organization is an additional insured under such other insurance.

**B. For the purposes of this endorsement, the following is added to SECTION V. DEFINITIONS:**

"Auto" means an auto as it is defined by the "first underlying insurance".

This endorsement does not change any other provision of the policy.

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or 8  
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you fully complied with these requirements.

#### E. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in Item 1. of the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### F. Notice of Occurrence

1. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy. To the extent possible, notice will include:
  - a. How, when and where the **occurrence** took place;
  - b. The names and addresses of any injured persons and witnesses; and
  - c. The nature and location of any injury or damage arising out of the **occurrence**.
2. Knowledge of an **occurrence** by the agent, servant or employee of yours, will not in itself constitute knowledge by the insured unless you, or any employee authorized by you to give or receive notice of an **occurrence**, claim or suit receives such notice from the agent, servant or employee.
3. If a claim or suit against any insured is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.
4. You and any other involved insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation, settlement or defense of the claim or suit; and
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
5. The insureds will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
6. Your failure to give notice of an **occurrence** to us will not invalidate coverage under this policy if the **occurrence** was inadvertently reported to another insurer. However, you will report any such **occurrence** to us as soon as practicable once you become aware of such error.

#### G. Other Insurance

If other insurance applies to damages that are also covered by this policy, this policy will apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is written to be excess of this policy.

Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

#### H. Terms Conformed to Statute

The terms of this policy that are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the insured, then we will, where permitted by law or statute, indemnify the insured.

#### I. **Transfer of Rights of Recovery Against Others to Us**

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after the **loss** to impair them. At our request, the insured will

bring suit or transfer those rights to us and help us enforce them.

However, if any insured is required to waive their rights of recovery from others by a written contract or agreement executed before a **loss**, we agree to waive our rights of recovery to the extent required by the written contract or agreement. This waiver of rights will not be construed to be a waiver with respect to any other operations for which the insured has not waived their rights of recovery by contract.

2. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

#### **J. Unintentional Errors and Omissions**

Any unintentional error or omission in the description of, or failure to describe completely, any exposure intended to be covered by this policy, will not invalidate or affect the coverage for that exposure. However, the insured must report such error or omission to us as soon as practicable after its discovery.

#### **K. When Loss is Payable**

Coverage under this policy will not apply unless and until the insured or the insured's Underlying Insurance has paid or is obligated to pay the full amount of the Total Limits Of All Underlying Insurance shown in Item **6.B.** of the Declarations.

When the amount of **loss** is determined by an agreed settlement or a final judgment against an insured, we will promptly pay on behalf of the insured the amount of **loss** covered under the terms of this policy.

### **SECTION VI. DEFINITIONS**

- A. Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
- B. Loss** means damages that the insured is legally obligated to pay after making proper deductions for all recoveries and salvage. However,
  1. **Loss** also includes defense expenses and supplementary payments if any Underlying Insurance includes defense expenses and supplementary payments within the Limits of Insurance; or
  2. **Loss** does not include defense expenses and supplementary payments if none of the Underlying Insurance includes defense expenses and supplementary payments within the Limits of Insurance.
- C. Occurrence** means a covered event as defined in the Controlling Underlying Policy.
- D. Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed



(M) **Other Insurance**

If **other insurance** applies to damages covered by this policy, this policy will apply excess of such **other insurance**. However, this provision will not apply:

- (1) If the **other insurance** is written to be excess of this policy.
- (2) With respect to Insuring Agreement A only, if you have agreed in a written contract with another person or organization that this policy shall be primary and non-contributory with such other person or entity's coverage, but only with respect to damages arising out of insured operations or work on your behalf performed under such written contract. When this Paragraph (2) applies, the coverage available to the other person or organization will be the lesser of the policy's Limits of Insurance or the minimum limits required by such written contract. In that case, **other insurance** of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.
- (3) Nothing in this Condition (M) shall make this policy subject to the terms, conditions and limitations of such **other insurance**.

(N) **Premium**

- (1) The **first named insured** shall be responsible for payment of all premiums when due.
- (2) The premium for this policy shall be computed on the basis set forth in Declarations Item 6. At the beginning of the **policy period**, the **first named insured** must pay us the Premium shown in Declarations Item 6.
- (3) When this policy expires or is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the original premium paid, you will promptly pay us the difference. If the earned premium is less than the original premium paid, we will return the difference to you. But in any event, we shall retain the Minimum Premium as shown in Declarations Item 6 for each twelve (12) months of the **policy period**.

(O) **Separation of Insureds**

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to you, this insurance applies as if each **insured** were the only **insured**, and separately to each **insured** against whom **claim** is made or **suit** is brought.

(P) **Transfer of Rights of Recovery**

- (1) If any **insured** has the right to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing after **loss** to impair these rights and must help us enforce them. If, prior to the time of an **occurrence**, you and the insurer of **scheduled underlying insurance** waive any right of recovery against a specific person or organization for injury or damage as required under an **insured contract**, we also will waive any rights it may have against such person or organization.
- (2) Any recoveries shall be applied as follows:
  - (a) Any person or organization, including you, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first.



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 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

<b>Person or Organization</b>	<b>Job Description</b>
WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.	ALL CALIFORNIA OPERATIONS.

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 <u>November 15, 2017</u>	Policy No. <u>CWG740933804</u>	Endorsement No.
Insured <u>TRUEBECK CONSTRUCTION, INC.</u>	Insurance Company <u>XL Insurance America, Inc.</u>	

Countersigned By \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/12/2018

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).

<b>PRODUCER</b> Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 425-709-3600      FAX (A/C, No): 425-709-7460 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Truebeck Construction, Inc. 201 Redwood Shores Parkway Suite #125 Redwood City, CA 94065	<b>INSURER A:</b> Greenwich Insurance Company	
	<b>INSURER B:</b> XL Insurance America, Inc.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
		<b>INSURER F:</b>

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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"/> PROJECT <input checked="" type="checkbox"/> LOC			CGG740933903	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <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			CAH740934003	11/15/2017	11/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CWG740933804 ** AZ. CA. OR. LA. UT - Incl AOS Endt	11/15/2017	11/15/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
New County Office Building and Parking Structure Project. Exhibit Only.

<b>CERTIFICATE HOLDER</b>  San Mateo County – Project Development Unit 1402 Maple St. Redwood City, CA 94063	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 