

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

907B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
December 8, 2015

**SUBJECT:** Project Award – San Sevaine Channel Outlet Repair, Project No. 1-0-00050  
30 Working Days, District 2, (\$198,298) District Funds 100%

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

1. Approve the low bid submitted by the firm KIP Incorporated for \$198,298 for the repair of the above-referenced project; and
2. Authorize the General Manager-Chief Engineer to execute the contract pursuant to District Resolution No. F93-28, Agenda Item No. 9.1 of August 24, 1993, Resolution Delegating Authority to the General Manager-Chief Engineer as to Change Orders and Emergency Work and Agenda Item No. 3-21, Proclamation of Local Emergency in Riverside County due to the imminent threat of heavy storms, flash floods and other potential effects from El Niño Concept of Operations (CONOPS) Plan.

**BACKGROUND:**

**Summary**

(Cont. on Page 2)

DM:rlp  
P8\200883

WARREN D. WILLIAMS  
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 198,298	\$ N/A	\$ 198,298	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 198,298	\$ N/A	\$ 198,298	\$ N/A	

<b>SOURCE OF FUNDS:</b> Emergency Services 25110 947400 527950 Zone 1 Const/Maint/Misc-Contracts	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 15/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Steven C. Horn

County Executive Office Signature

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: December 8, 2015  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

Prev. Agn. Ref.:

District: 2<sup>nd</sup>

Agenda Number:

11-2

FORM APPROVED COUNTY COUNSEL  
DATE 11/19/15  
BY: GREGORY P. PRIAMOS

FISCAL PROCEDURES APPROVED  
JEANINE J. REY, FINANCE DIRECTOR  
DATE 11/23/15  
BY: JEANINE J. REY

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

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Project Award – San Sevaine Channel Outlet Repair, Project No. 1-0-00050

30 Working Days, District 2, (\$198,298) District Funds 100%

**DATE:** December 8, 2015

**PAGE:** Page 2 of 2

**BACKGROUND:**

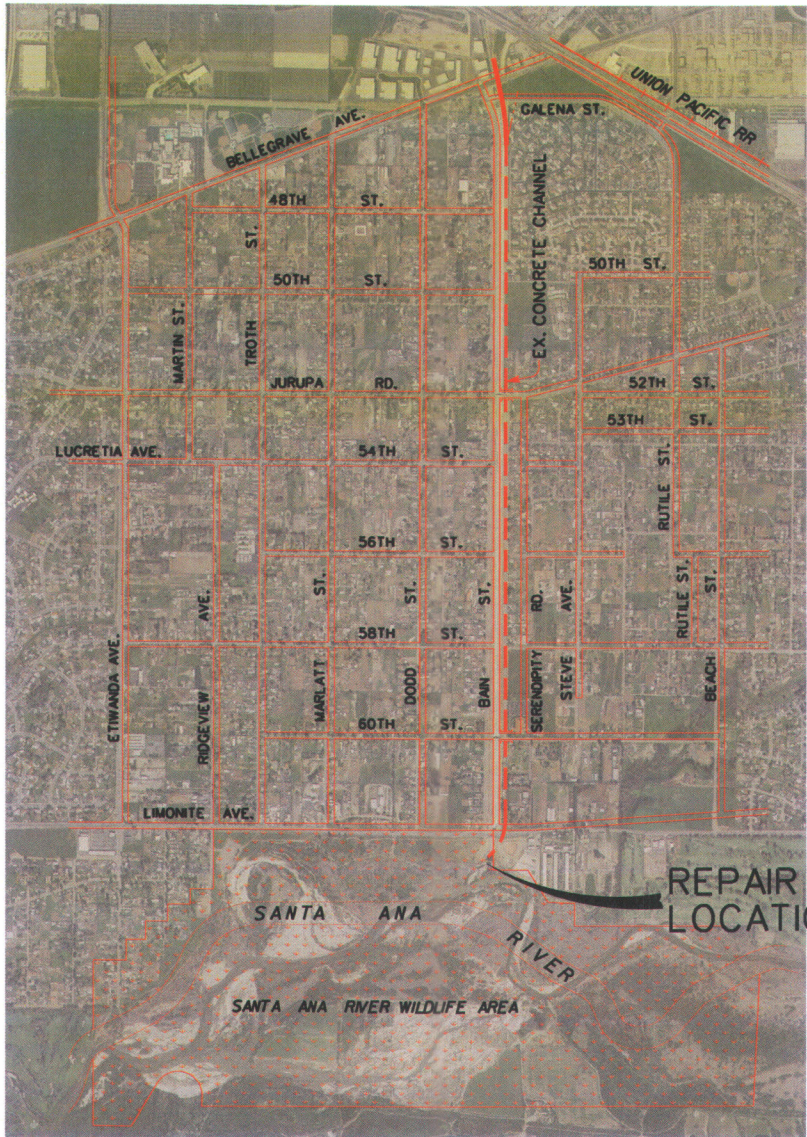
**Summary (continued)**

The General Manager-Chief Engineer authorized this emergency repair work and request for quotation was sent out to four selected construction companies on October 20, 2015. On November 5, 2015 the District received quotations from all four companies. This emergency repair project is located just below the intersection of Limonite Avenue and Baine Street in the city of Jurupa Valley. In 1987 the District built a concrete encased sheet pile wall at the downstream end of the San Sevaine Channel Outlet. Due to high channel velocities this concrete encased sheet pile wall lost its rock support. The District has been monitoring this structure and analyzing remediation options. The best course of action is to replace the rock and grout the voids to stabilize the wall. This emergency repair work is to provide the necessary support to the sheet pile wall before the next rainy season.

**ATTACHEMENTS:**

1. Vicinity Map
2. Plan and details of proposed repair work

# SEVAINE CHANNEL OUTLET REPAIR PROJECT NO. 1-0-00050



San Sevaine Channel outlet repair is located in the city of Jurupa Valley and consists of placing approximately 3,500 tons of 4-ton rocks by mechanized means to support/stabilize the existing concrete encased sheet pile and pressure grouting the voids between the sheet pile and the existing grouted riprap with Portland cement grout.





RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)

200439

**Bid Submission Address:**

RCFC & WCD  
1995 Market Street  
Riverside, CA 92501  
Telephone: (951) 955-4348  
Return bid to address above:

Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015  
Job Walk Date: 10/22/2016 @ 10:00 AM  
Bid Closing Date: 11/05/2015  
on or before 1:30 P.M. Pacific Time

**CONTRACTOR'S QUOTE**

Page 1 of 4

The undersigned having carefully examined the proposed site, the drawings and specifications, the Notice Inviting bids, the Instructions to Bidders, the Agreement form, the Bond Forms, the General Conditions and the Supplementary General Conditions for this RFQ hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the project as outlined in this RFQ in strict conformity with the plans and specifications, including all work specified in Addenda numbered and dated:

Addendum No 1 Date: 10/30/2015  
Addendum No \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No \_\_\_\_\_ Date: \_\_\_\_\_

**COST SUMMARY**

BASE BID - The undersigned proposes to perform all work of said project for the sum of \$ 198,297.<sup>50</sup>

Sum quoted includes all applicable taxes, permits, licenses, insurance and bond costs, if any, and all other costs incidental to the resultant contract. **Please complete the table under Exhibit B and include it with your contractors quote.**

**PAYMENT TERMS:** \_\_\_\_\_ **METHOD** ☒ Lump Sum at Completion  
(Prompt Pay Discount) ☐ Progress Payments

**EXECUTION HEREON IS CERTIFICATION THAT THE UNDERSIGNED HAS READ AND UNDERSTOOD THE INSTRUCTIONS, GENERAL CONDITIONS AND SPECIFICATIONS INCLUDED IN THIS REQUEST FOR QUOTATION AND THAT THE UNDERSIGNED'S PRINCIPAL IS FULLY BOUND AND COMMITTED.**

Prior to issuance of a Purchase Order, a Certificate of Liability Insurance, including Endorsements, Waiver of Subrogation and required bonds must be on file with the District. Bidder agrees to commence work within **ten (10)** calendar days after receipt of purchase order and will complete work within **thirty (30)** calendar days thereafter.

Company: KIP, Incorporated

Address: 25740 Washington Avenue City: Murrieta State: CA Zip: 92562

I hereby swear under penalty that the information provided is true and correct.

Print name: Greg D. Quiring

Signed by: 

Date: October 29, 2015

## EXHIBIT B COST ESTIMATE BREAKDOWN

		San Sevaime Channel		
		Project No. 1-0-00050		
Description	Unit	Quantity	Unit Bid	Total
Mobilization	L.S.	1	8500 <sup>00</sup>	8500 <sup>00</sup>
Water Control	L.S.	1	2200 <sup>00</sup>	2200 <sup>00</sup>
Clearing and Misc. Work	L.S.	1	11,250 <sup>00</sup>	11,250 <sup>00</sup>
Portland Cement Grout	C.Y.	3	1800 <sup>00</sup>	5400 <sup>00</sup>
Rock Protection, 4-Ton	Tons	3445	45 <sup>50</sup>	156,747 <sup>50</sup>
Rock Protection, 1/2-Ton	Tons	200	45 <sup>00</sup>	9,000 <sup>00</sup>
Dust Abatement	L.S.	1	3000 <sup>00</sup>	3,000 <sup>00</sup>
Stormwater and Non-stormwater Pollution Control	L.S.	1	2,200 <sup>00</sup>	2,200 <sup>00</sup>
		Total		198,297 <sup>50</sup>
ENGINEER'S ESTIMATE:		\$210,250		

PLEASE COMPLETE THE BREAKDOWN AND INCLUDE THIS SHEET WITH YOUR CONTRACTOR'S QUOTE

**KIP Incorporated**  
25740 Washington Avenue  
Murrieta, CA 92562-7242

## Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015  
Job Walk Date: 10/22/2016 @ 10:00 AM  
Bid Closing Date: 11/05/2015  
on or before 1:30 P.M. Pacific Time

## Page 2 of 4

In compliance with Section 4104 of the California Public Contract Code, the undersigned submits the following complete typed list of each Sub-Contractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of ½ of 1% of said total bid.

[illegible]

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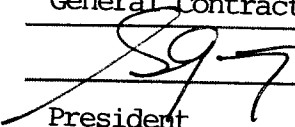
Page 3 of 4

**AWARD OF BID**

The undersigned fully understands that a contract is formed upon the acceptance of this quote by the District and the undersigned further agrees that upon request he or she will promptly execute and deliver to District a written memorial of the contract together with the required Payment and Performance Bonds.

**BID GUARANTEE**

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the District in the amount of ten percent (10%) of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the District as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however shall the Surety's liability exceed the penal sums hereof.

Name of Bidder: KIP, Incorporated  
Type of Organization: General Contractor  
Signed By:   
Title of Signer: President  
Address of Bidder: 25740 Washington Avenue, Murrieta, CA 92562  
Telephone No.: (951) 698-7890 Email: gduiring@kipincorporated.com  
Contractor's License No.: 344224 Classification: A Expires: 04/30/2017  
DIR Registration No.: 1000001010 Expires: 06/30/2016

**LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY**

If bidder is a corporation, and signer is not president or secretary, attach certified copy of by-laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach power-of-attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.



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**CONTRACTOR'S QUOTE**

Page 4 of 4

**NON-COLLUSION AFFIDAVIT**

To Be Executed by Bidder and Submitted with Bid

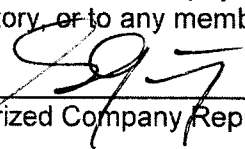
State of California)

ss.

County of Riverside)

Greg D. Quiring, being first duly sworn, deposes and says:

That he ~~or she~~ is President of KIP, Incorporated the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or a sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

  
(Authorized Company Representative)

Subscribed and sworn to before me

Insert NP stamp or seal below

This \_\_\_\_\_ day of \_\_\_\_\_, 2015

See Attached Acknowledgement

\_\_\_\_\_  
Signature of Notary Public officer administering oath

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On October 30, 2015 before me, Karen Ann Villarreal, Notary Public, Notary Public,  
(Here insert name and title of the officer)  
personally appeared Greg D. Quiring

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

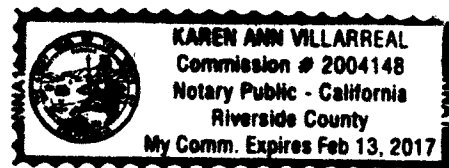
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Karen Ann Villarreal

Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

RCFC-San Sevaive Channel Outlet Repair

(Title or description of attached document continued)

Number of Pages 1 Document Date 10/27/15

(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☒ Corporate Officer  
President  
(Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

200439

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)**

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**AGREEMENT FORM**

Page 1 of 2

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, hereinafter called the "Contractor", and the Riverside County Flood Control and Water Conservation District, hereinafter called "District".

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

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

STATEMENT OF WORK: The Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials necessary to repair the San Sevaine Channel Outlet Project #1-0-00050, in strict accordance with the plans and specifications as prepared by Riverside County Flood Control and Water Conservation District, hereinafter called the "District", including addenda thereto as listed in the Contractor's Quote, all of which are made part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within Thirty (30) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The District agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of \_\_\_\_\_

\$(\_\_\_\_\_) being the total of the base bid plus the following addendums:

Addendum Nos: \_\_\_\_\_

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

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

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

200439

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**AGREEMENT FORM**

Page 2 of 2

Type of Contractor's organization: \_\_\_\_\_

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


IF OTHER THAN CORPORATION EXECUTE HERE:

Firm Name:			
Address:			
Contractor's License No.	#:		Expires:
DIR Registration No:	#:		Expires:
Signature:			
Title:			

IF CORPORATION, FILL OUT THE FOLLOWING AND EXECUTE:

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

DO NOT COMPLETE BELOW THIS LINE

Attest: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (County)

\_\_\_\_\_  
(Official Title)



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**BID BOND**

Page 1 of 2

KNOWN TO ALL PERSONS BY THESE PRESENTS, that we the undersigned KEC ENGINEERING, as Principals; and LIBERTY MUTUAL INSURANCE COMPANY, as Surety, are hereby held and firmly bound unto the Riverside County Flood Control and Water Conservation District, hereinafter called the "District", in the sum of TEN PERCENT OF THE TOTAL AMOUNT BID Dollars (\$ 10% - - -) for payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assignees.

WHEREAS, the said Principal is herewith submitting its quote to Repair the San Sevaine Channel Outlet in the City of Jurupa Valley, County of Riverside.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said quote and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required labor and material payment and faithful Performance Bond, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the District as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such bid; and said Surety does hereby waive notice of any such extension.

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
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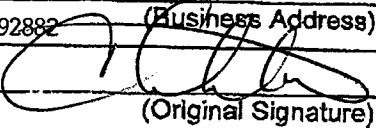
**Request for Quotation FCARC #00109**

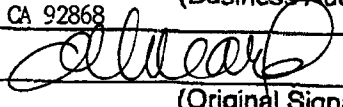
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**BID BOND**

Page 2 of 2

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 27TH day of OCTOBER, 2015, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

KEC ENGINEERING		
(Firm Name – Principal)		
200 N. SHERMAN AVENUE		
(Business Address)		
CORONA, CA 92882		
 (Original Signature)		Affix Seal if Corporation
By	Charles Hickman - Construction Manager (Title)	

LIBERTY MUTUAL INSURANCE COMPANY		
(Corporation Name – Surety)		
790 THE CITY DRIVE SOUTH, SUITE 200		
(Business Address)		
ORANGE, CA 92868		
By	 (Original Signature)	Affix Corporate Seal
CHARISE EBERHARD		
ATTORNEY-IN-FACT		
(Title – Attach Power of Attorney)		

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

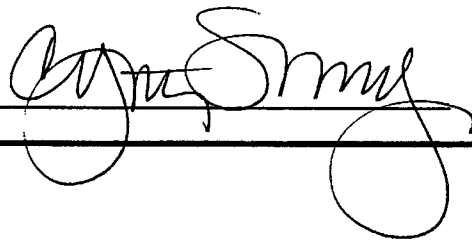
On October 27, 2015 before me, Cynthia S. Wozney, Notary Public  
(insert name and title of the officer)

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

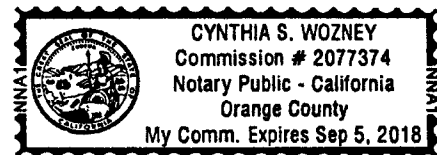
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6930919

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

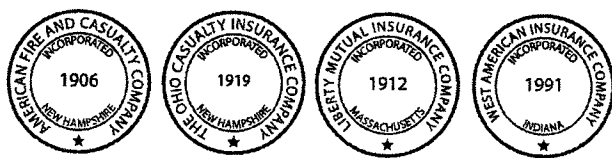
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charise Eberhard; Cynthia S. Wozney; Denise Bennett; John M. Garrett; Paul A. Bland; Steven C. Mosier

all of the city of Irvine, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of March, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 31st day of March, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

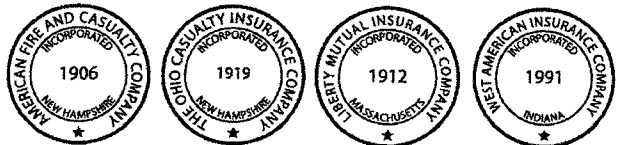
**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27TH day of OCTOBER, 20 15.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

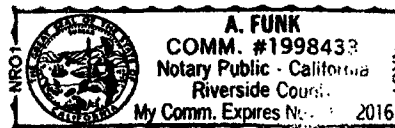
State of California  
County of Riverside

On 11/3/15 before me, A. Funk - Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature [Signature] (Seal)

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)**

200439

**Bid Submission Address:**

RCFC & WCD  
1995 Market Street  
Riverside, CA 92501  
Telephone: (951) 955-4348  
Return bid to address above:

**Request for Quotation FCARC #00109**

Bid Issue Date: 10/20/2015  
Job Walk Date: 10/22/2016 @ 10:00 AM  
Bid Closing Date: 11/05/2015  
on or before 1:30 P.M. Pacific Time

**PAYMENT BOND**

Page 1 of 1

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

The makers of this Bond are \_\_\_\_\_, as principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_ between Principal and Riverside County Flood Control and Water Conservation District, a public entity, as District, for \$\_\_\_\_\_, the total amount payable. THE AMOUNT OF THIS BOND IS FOR 100% OF SAID SUM. Said Contract is for public work generally consisting to "Repair of the San Sevaine Channel Outlet in the City of Jurupa Valley, County of Riverside".

The beneficiaries of this Bond are as stated in 8020 of the Civil Code and the requirements and conditions of this bond are as set forth in Sections 800 through 8154 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Signed and Sealed this \_\_\_\_\_ Day of \_\_\_\_\_, 2015.

(Firm Name – Principal)		Affix Seal if Corporation
(Business Address)		
(Signature – Attach Notary's Acknowledgment)		
By	(Title)	

(Corporation Name – Surety)		Affix Corporate Seal
(Business Address)		
By	(Original Signature)	
ATTORNEY-IN-FACT (Title – Attach Power of Attorney)		

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
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**PERFORMANCE BOND**

Page 1 of 1

The makers of this Bond, as Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto Riverside County Flood Control and Water Conservation District, hereinafter called the "District", in the sum of \_\_\_\_\_ Dollars \$(\_\_\_\_\_) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrator, and successors, jointly and severally, firm by these presents.

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

Signed and Sealed this \_\_\_\_\_ Day of \_\_\_\_\_, 2015.

(Firm Name -- Principal)		Affix Seal if Corporation
(Business Address)		
(Signature -- Attach Notary's Acknowledgment)		
By	(Title)	

(Corporation Name -- Surety)		Affix Corporate Seal
(Business Address)		
By	(Original Signature)	
ATTORNEY-IN-FACT (Title -- Attach Power of Attorney)		

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
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**APPENDIX A****San Sevaine Channel Outlet Repair Project No. 1-0-00050****Intersection of Bain Street and Limonite Avenue in Jurupa Valley, Riverside County**

1. **SCOPE OF WORK:** The Contractor shall perform any required regrading to access the work site, place rock protection by mechanized means per the details shown on the drawings to stabilize/support the existing concrete encased sheet pile, pressure grout the voids between existing sheet pile and grouted riprap, implement dust control measures during repair, provide the required BMP's shown in the pollution control plans and clean the worksite before final acceptance of the work. Refer to Exhibit A for Overtime Work and Force Account Payment and Exhibit B for Cost Estimate Breakdown.

Please refer to all attachments, Exhibits A & B and the Special Provisions

**Notes:**

- a. Certified Payroll is required on this project. See Form 116-222 General Conditions-Public Works, over \$25k downloaded on the County of Riverside Purchasing webpage at: [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us).
- b. Contractor shall comply with all Federal, State and Local, rules and regulations that in any manner affect the work. Special attention is called, but not limited to, the local environmental ordinances. Ignorance on the part of the bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules and regulations.

2. **QUALITY ASSURANCE:**

- a. The Contractor shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary craft and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.
- b. The Contractor shall provide new materials consisting of the highest quality and workmanship in every detail.
- c. The Contractor shall be solely and completely responsible for the condition of the premises on which the work is performed, and for the safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours, but shall apply continuously throughout the project.

3. **SCHEDULING:**

- a. Work to be performed during regular business hours, Monday – Friday 7:00 AM to 4:00 PM.
- b. The Contractor is advised that certain inconveniences may be encountered. Complete cooperation between the Contractor and the onsite District Project Manager as well as the District Project Manager will be necessary to expedite the work with the least amount of interference or delay.
- c. The awarded Contractor is to provide the onsite District Project Manager with a daily schedule of activities so that the necessary arrangements and precautions can be made with the patients in the construction areas.
- d. Upon Notice to Proceed, the project shall be completed within thirty (30) calendar days, unless otherwise specified in writing and accepted by the District Project Manager.



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**4. SAFETY AND SPECIAL REQUIREMENTS:**

- a. The successful Contractor will be required to provide the names and driver license numbers of all employees who will be working in this facility to allow the District to conduct a local background check.

**5. CLEAN-UP:**

- a. Please refer to the Special Provisions regarding site clean-up and pollution control.

**6. WARRANTIES:**

- a. All warranty work shall be completed within two (2) weeks of written notice by the County.  
b. Workmanship: A one-year unconditional warranty shall be in effect from the Contractor.

**7. INSURANCE:**

**7.1** Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the *Riverside County Flood Control and Water Conservation District, County of Riverside, City of Jurupa Valley, Jurupa Community Services District and their respective directors, officers, members, managers, agents, representatives, personnel and employees (and any other as identified by the contract documents)* are named as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
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**C. Vehicle Liability:**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the *Riverside County Flood Control and Water Conservation District, County of Riverside, City of Jurupa Valley, Jurupa Community Services District and their respective directors, officers, members, managers, agents, representatives, personnel and employees (and any other as identified by the contract documents) are named as Additional Insureds.*

**D. General Insurance Provisions - All lines:**

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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- 4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- 6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- 8) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**REQUIRED ENDORSEMENTS / WAIVERS**

- **ADDITIONAL INSURED ENDORSEMENT** - ALL POLICIES (General Liability, Automobile Liability, Workers Compensation and if applicable Professional Liability).
- **WAIVER OF SUBROGATION** - Workers Compensation
- **WAIVER OF RIGHT TO RECOVER:** (General Liability, Automobile Liability.)
- **ENDORSMENT FOR: THIRTY (30) DAY WRITTEN NOTICE** SHALL BE GIVEN TO THE DISTRICT PRIOR TO ANY MATERIAL MODIFICATION, CANCELLATION, EXPIRATION, OR REDUCTION IN COVERAGE OF SUCH INSURANCE.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On October 30, 2015 before me, Karen Ann Villarreal, Notary Public, Notary Public,  
(Here insert name and title of the officer)

personally appeared Greg D. Quiring

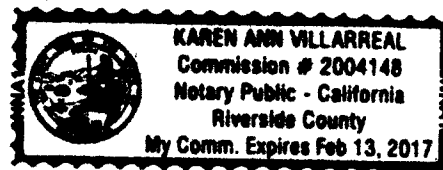
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~(s)~~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

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

WITNESS my hand and official seal.

Karen Ann Villarreal

Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Affidavit

(Title or description of attached document)

RCFC-San Sevaïne Channel Outlet Repair

(Title or description of attached document continued)

Number of Pages 1 Document Date 10/30/15

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☒ Corporate Officer  
President  
(Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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



200439

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
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**BID BOND**

Page 1 of 2

KNOWN TO ALL PERSONS BY THESE PRESENTS, that we the undersigned KIP, Incorporated, as Principals; and The Ohio Casualty Insurance Company, as Surety, are hereby held and firmly bound unto the Riverside County Flood Control and Water Conservation District, hereinafter called the "District", in the sum of Ten percent of the total amount of the bid- Dollars (\$ 10%-) for payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assignees.

WHEREAS, the said Principal is herewith submitting its quote to Repair the San Sevaine Channel Outlet in the City of Jurupa Valley, County of Riverside.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said quote and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required labor and material payment and faithful Performance Bond, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the District as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such bid; and said Surety does hereby waive notice of any such extension.

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
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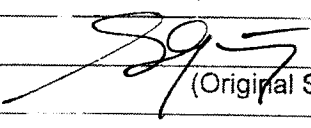
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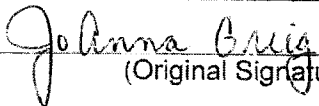
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**BID BOND**

Page 2 of 2

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 27th day of October, 2015, the name and corporate seal of each corporate party being hereto affixed and those present dully signed by its undersigned representative, pursuant to authority of its governing body.

KIP, Incorporated		Affix Seal if Corporation
(Firm Name – Principal)		
25740 Washington Avenue, Murrieta, CA 92562		
(Business Address)		
 (Original Signature)		
By	President	
(Title)		

The Ohio Casualty Insurance Company		Affix Corporate Seal
(Corporation Name – Surety)		
1001 4th Ave., #1700, Seattle, WA 98154		
(Business Address)		
By	 (Original Signature) JoAnna Greig	
ATTORNEY-IN-FACT		
(Title – Attach Power of Attorney)		

ACKNOWLEDGMENT BY SURETY

STATE OF Washington  
County of Clark } ss.

On this 27th day of October, 2015, before me personally  
appeared JoAnna Greig, known to, me to be the Attorney-in-Fact of  
The Ohio Casualty Insurance Company

\_\_\_\_\_, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.

Lisa M. Burnham  
Notary Public in the State of Washington  
County of Clark

Notary Public  
State of Washington  
Lisa M Burnham  
Commission Expires 02/26/2019

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6849847

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bonnie Riddle; Janice A. Lewton; JoAnna Greig; Robert W. Lagler

all of the city of VANCOUVER, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of January, 2015.



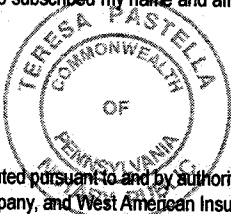
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of January, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of October, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
December 8, 2015

**SUBJECT:** Project Award – San Sevaine Channel Outlet Repair, Project No. 1-0-00050  
30 Working Days, District 2, (\$198,298) District Funds 100%

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

1. Approve the low bid submitted by the firm KIP Incorporated for \$198,298 for the repair of the above-referenced project; and
2. Authorize the General Manager-Chief Engineer to execute the contract pursuant to District Resolution No. F93-28, Agenda Item No. 9.1 of August 24, 1993, Resolution Delegating Authority to the General Manager-Chief Engineer as to Change Orders and Emergency Work and Agenda Item No. 3-21, Proclamation of Local Emergency in Riverside County due to the imminent threat of heavy storms, flash floods and other potential effects from El Niño Concept of Operations (CONOPS) Plan.

**BACKGROUND:**

Summary

(Cont. on Page 2)

DM:rlp  
P8\200883

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 198,298	\$ N/A	\$ 198,298	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 198,298	\$ N/A	\$ 198,298	\$ N/A	
SOURCE OF FUNDS: Emergency Services 25110 947400 527950 Zone 1 Const/Maint/Misc-Contracts				Budget Adjustment: No	
				For Fiscal Year: 15/16	

**C.E.O. RECOMMENDATION:**

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.:

District: 2<sup>nd</sup>

Agenda Number:

FISCAL PROCEDURES APPROVED  
 JEANINE J. REY, FINANCE DIRECTOR  
 BY: *Jeanine J. Rey* 11/23/15  
 FORM APPROVED COUNTY COUNSEL  
 BY: *GREGORY P. PRIAMOS* 11/19/15  
 DATE  
 Departmental Concurrence

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Project Award – San Sevaine Channel Outlet Repair, Project No. 1-0-00050

30 Working Days, District 2, (\$198,298) District Funds 100%

**DATE:** December 8, 2015

**PAGE:** Page 2 of 2

**BACKGROUND:**

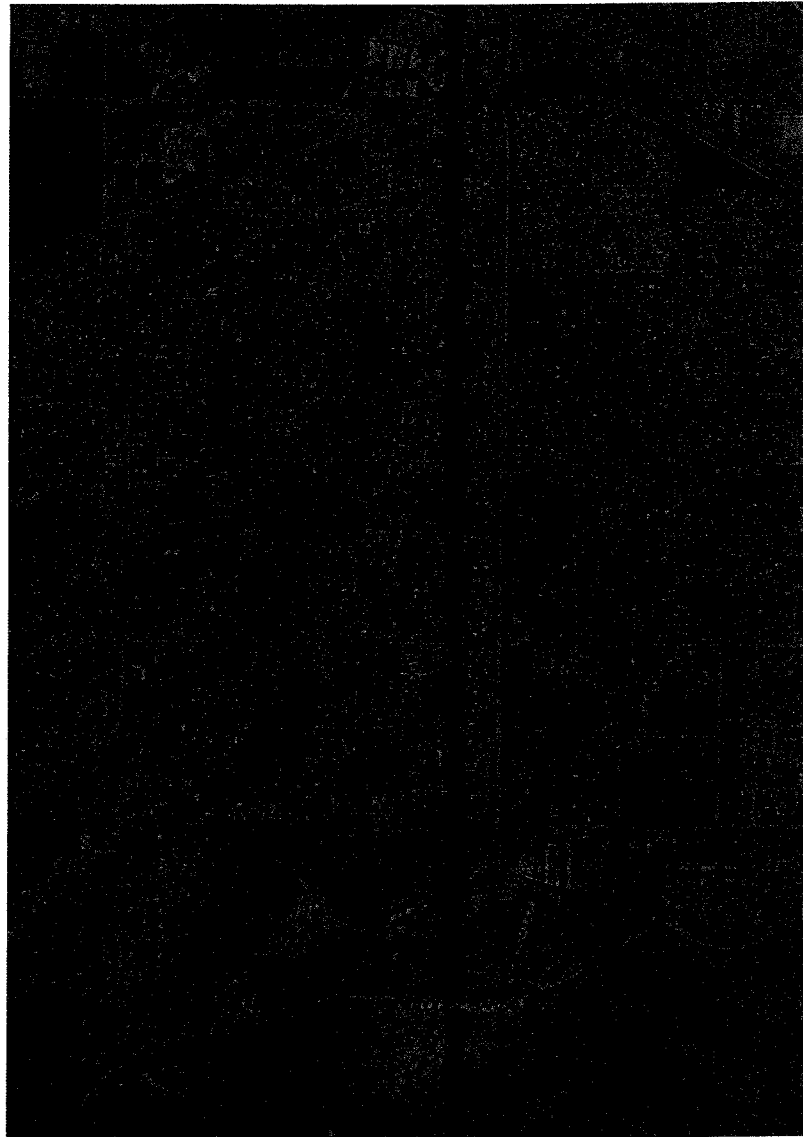
**Summary (continued)**

The General Manager-Chief Engineer authorized this emergency repair work and request for quotation was sent out to four selected construction companies on October 20, 2015. On November 5, 2015 the District received quotations from all four companies. This emergency repair project is located just below the intersection of Limonite Avenue and Baine Street in the city of Jurupa Valley. In 1987 the District built a concrete encased sheet pile wall at the downstream end of the San Sevaine Channel Outlet. Due to high channel velocities this concrete encased sheet pile wall lost its rock support. The District has been monitoring this structure and analyzing remediation options. The best course of action is to replace the rock and grout the voids to stabilize the wall. This emergency repair work is to provide the necessary support to the sheet pile wall before the next rainy season.

**ATTACHEMENTS:**

1. Vicinity Map
2. Plan and details of proposed repair work

**SAN SEVAINE CHANNEL  
OUTLET REPAIR  
PROJECT NO.1-0-00050**



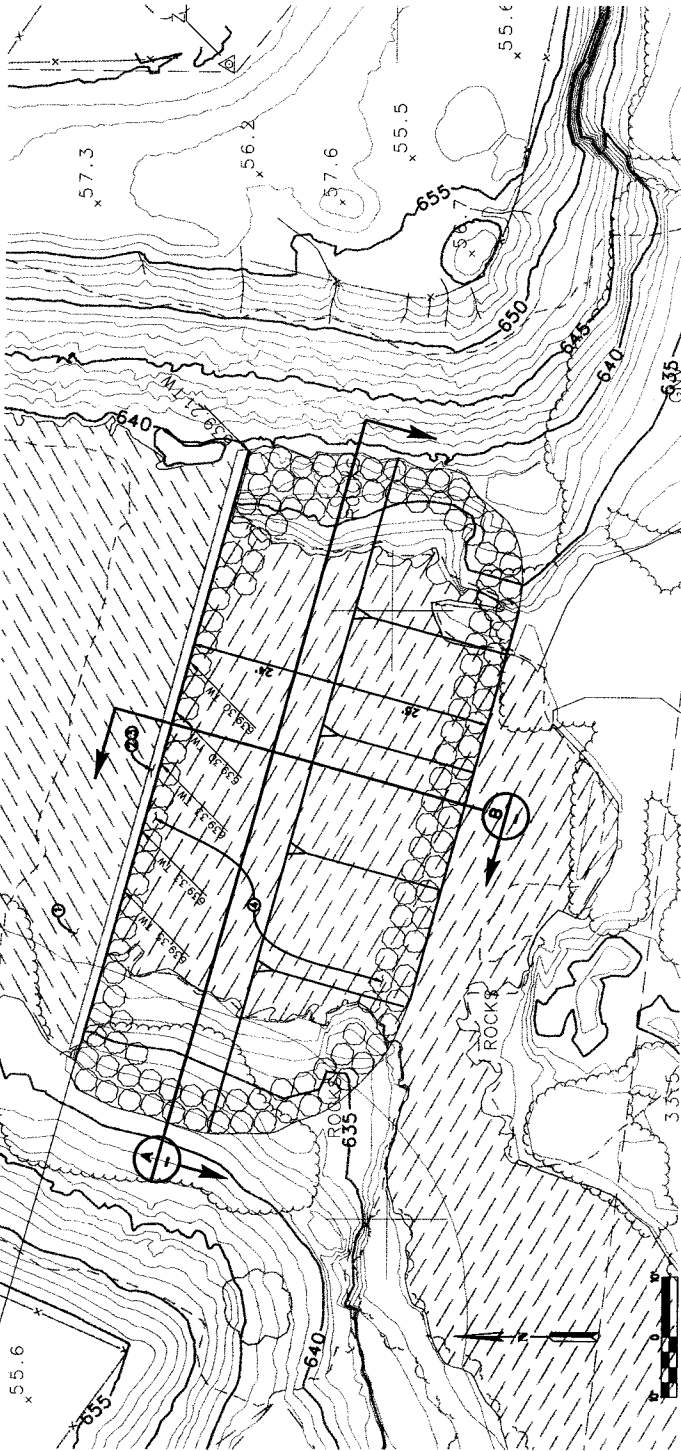
AREA  
ON



VICINITY MAP  
NTS

San Sevaine Channel outlet repair is located in the city of Jurupa Valley and consists of placing approximately 3,500 tons of 4-ton rocks by mechanized means to support/stabilize the existing concrete encased sheet pile and pressure grouting the voids between the sheet pile and the existing grouted riprap with Portland cement grout.





# NOTES

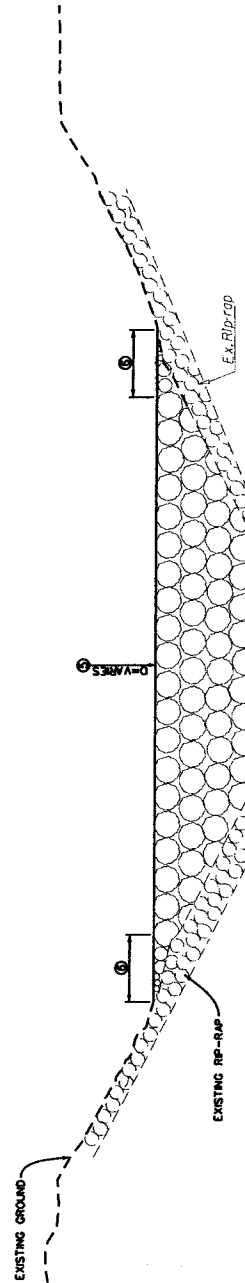
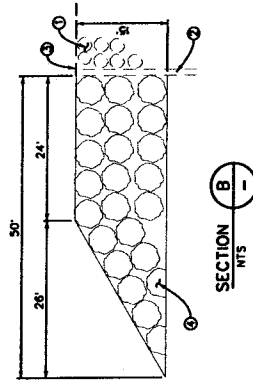
1. PROTECT IN PLACE EXISTING GROUTED RP-RAP.
2. PROTECT IN PLACE EXISTING CONCRETE ENCASED SHEET PILE.
3. PRESSURE FILL THE VOID BETWEEN THE SHEET PILE AND GROUTED RP-RAP WITH PORTLAND CEMENT GROUT.
4. PLACE 4-TON ROCK AS SHOWN ON THE PLANS.
5. DEPTH VARIES. REFER TO SECTION B-B.
6. TRANSITION TO EXISTING RP-RAP WITH 1/2-TON RP-RAP.

1/2 TON ROCK GRADATION TABLE

WEIGHT PERCENT LARGER THAN	
1 TON	0 - 5
1/2 TON	50 - 100
1/4 TON	95 - 100

4 TON ROCK GRADATION TABLE

WEIGHT PERCENT LARGER THAN	
8 TON	0 - 5
4 TON	50 - 100
2 TON	95 - 100



<p>Don't Put... and You Call Us! Toll Free 1-800-227-2800</p> <p>For the lowest bid, call today. We'll be there to help you. We'll be there to help you. We'll be there to help you.</p> <p>NO. 800.66</p>		<p>BENCH MARK Z-8398</p> <p>3/4" W.P. R/C TRIST A</p> <p>PLUG FLUSH</p> <p>EL. 800.66</p>		<p>REVISIONS</p> <p>DATE</p>		<p>INVOICE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>RECOMMENDED FOR APPROVAL BY: DEBRAH RIZ, M. ARMENTA</p> <p>DATE: FEB 2015</p>		<p>APPROVED BY: [Signature]</p> <p>DATE: [Date]</p>		<p>PROJECT NO. 1-0-0050</p> <p>DRAWING NO. 1-0720</p> <p>SHEET NO. 2 OF 2</p>	
<p><b>SAN SEVANE CHANNEL</b></p> <p><b>OUTLET REPAIR</b></p> <p><b>PLAN AND DETAILS</b></p>											

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)

200439

**Bid Submission Address:**

RCFC & WCD  
1995 Market Street  
Riverside, CA 92501  
Telephone: (951) 955-4348  
Return bid to address above:

**Request for Quotation FCARC #00109**

Bid Issue Date: 10/20/2015  
Job Walk Date: 10/22/2016 @ 10:00 AM  
Bid Closing Date: 11/05/2015  
on or before 1:30 P.M. Pacific Time

**CONTRACTOR'S QUOTE**

Page 1 of 4

The undersigned having carefully examined the proposed site, the drawings and specifications, the Notice Inviting bids, the Instructions to Bidders, the Agreement form, the Bond Forms, the General Conditions and the Supplementary General Conditions for this RFQ hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the project as outlined in this RFQ in strict conformity with the plans and specifications, including all work specified in Addenda numbered and dated:

Addendum No 1

Date: 10/30/2015

Addendum No \_\_\_\_\_

Date: \_\_\_\_\_

Addendum No \_\_\_\_\_

Date: \_\_\_\_\_

**COST SUMMARY**

BASE BID - The undersigned proposes to perform all work of said project for the sum of \$ 198,297.<sup>50</sup>

Sum quoted includes all applicable taxes, permits, licenses, insurance and bond costs, if any, and all other costs incidental to the resultant contract. **Please complete the table under Exhibit B and include it with your contractors quote.**

**PAYMENT TERMS:** \_\_\_\_\_

(Prompt Pay Discount)

**METHOD**

☒ Lump Sum at Completion  
☐ Progress Payments

**EXECUTION HEREON IS CERTIFICATION THAT THE UNDERSIGNED HAS READ AND UNDERSTOOD THE INSTRUCTIONS, GENERAL CONDITIONS AND SPECIFICATIONS INCLUDED IN THIS REQUEST FOR QUOTATION AND THAT THE UNDERSIGNED'S PRINCIPAL IS FULLY BOUND AND COMMITTED.**

Prior to issuance of a Purchase Order, a Certificate of Liability Insurance, including Endorsements, Waiver of Subrogation and required bonds must be on file with the District. Bidder agrees to commence work within **ten (10)** calendar days after receipt of purchase order and will complete work within **thirty (30)** calendar days thereafter.

Company: KIP, Incorporated

Address: 25740 Washington Avenue City: Murrieta State: CA Zip: 92562

I hereby swear under penalty that the information provided is true and correct.

Print name: Greg D. Quiring

Signed by: 

Date: October 29, 2015

### EXHIBIT B COST ESTIMATE BREAKDOWN

		San Sevaine Channel		
		Project No. 1-0-00050		
Description	Unit	Quantity	Unit Bid	Total
Mobilization	L.S	1	\$500 <sup>00</sup>	\$500 <sup>00</sup>
Water Control	L.S	1	2,200 <sup>00</sup>	2,200 <sup>00</sup>
Clearing and Misc. Work	L.S	1	11,250 <sup>00</sup>	11,250 <sup>00</sup>
Portland Cement Grout	C.Y.	3	1,800 <sup>00</sup>	5,400 <sup>00</sup>
Rock Protection, 4-Ton	Tons	3445	45 <sup>50</sup>	156,747 <sup>50</sup>
Rock Protection, 1/2-Ton	Tons	200	45 <sup>00</sup>	9,000 <sup>00</sup>
Dust Abatement	L.S	1	3,000 <sup>00</sup>	3,000 <sup>00</sup>
Stormwater and Non-stormwater Pollution Control	L.S	1	2,200 <sup>00</sup>	2,200 <sup>00</sup>
			Total	198,297 <sup>50</sup>
ENGINEER'S ESTIMATE:		\$210,250		
PLEASE COMPLETE THE BREAKDOWN AND INCLUDE THIS SHEET WITH YOUR CONTRACTOR'S QUOTE				

**KIP Incorporated**  
25740 Washington Avenue  
Murrieta, CA 92562-7242

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)**

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**CONTRACTOR'S QUOTE**

Page 2 of 4

**DESIGNATION OF SUBCONTRACTORS**

In compliance with Section 4104 of the California Public Contract Code, the undersigned submits the following complete typed list of each Sub-Contractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of ½ of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LICENSE NUMBER</u>	<u>% AMOUNT</u>
Replace Fence	Vallix Cities Fence Co.	#575325	< 2%

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
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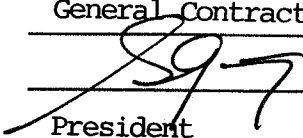
Page 3 of 4

**AWARD OF BID**

The undersigned fully understands that a contract is formed upon the acceptance of this quote by the District and the undersigned further agrees that upon request he or she will promptly execute and deliver to District a written memorial of the contract together with the required Payment and Performance Bonds.

**BID GUARANTEE**

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the District in the amount of ten percent (10%) of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the District as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which oblige may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however shall the Surety's liability exceed the penal sums hereof.

Name of Bidder: KIP, Incorporated  
Type of Organization: General Contractor  
Signed By:   
Title of Signer: President  
Address of Bidder: 25740 Washington Avenue, Murrieta, CA 92562  
Telephone No.: (951) 698-7890 Email: gdquiring@kipincorporated.com  
Contractor's License No.: 344224 Classification: A Expires: 04/30/2017  
DIR Registration No: 1000001010 Expires: 06/30/2016

**LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY**

If bidder is a corporation, and signer is not president or secretary, attach certified copy of by-laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach power-of-attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)**

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**CONTRACTOR'S QUOTE**

Page 4 of 4

**NON-COLLUSION AFFIDAVIT**

To Be Executed by Bidder and Submitted with Bid

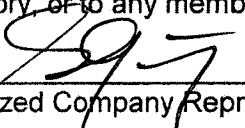
State of California)

ss.

County of Riverside)

Greg D. Quiring, being first duly sworn, deposes and says:

That he ~~or she~~ is President of KIP, Incorporated the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or a sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

  
(Authorized Company Representative)

Subscribed and sworn to before me

Insert NP stamp or seal below

This \_\_\_\_\_ day of \_\_\_\_\_, 2015

See Attached Acknowledgement

\_\_\_\_\_  
Signature of Notary Public officer administering oath

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On October 30, 2015 before me, Karen Ann Villarreal, Notary Public, Notary Public,  
(Here insert name and title of the officer)

personally appeared Greg D. Quiring

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

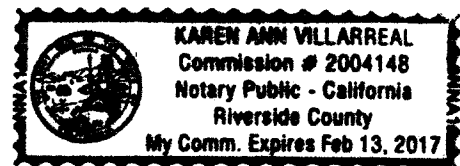
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Karen Ann Villarreal

Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

RCFC-San Sevaine Channel Outlet Repair

(Title or description of attached document continued)

Number of Pages 1 Document Date 10/27/15

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☒ Corporate Officer  
President  
(Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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



200439

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)**

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**AGREEMENT FORM**

Page 1 of 2

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, hereinafter called the "Contractor", and the Riverside County Flood Control and Water Conservation District, hereinafter called "District".

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

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

**STATEMENT OF WORK:** The Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials necessary to repair the San Sevaire Channel Outlet Project #1-0-00050, in strict accordance with the plans and specifications as prepared by Riverside County Flood Control and Water Conservation District, hereinafter called the "District", including addenda thereto as listed in the Contractor's Quote, all of which are made part hereof.

**TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within Thirty (30) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

**COMPENSATION TO BE PAID TO CONTRACTOR:** The District agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of \_\_\_\_\_

\$(\_\_\_\_\_) being the total of the base bid plus the following addendums:

Addendum Nos: \_\_\_\_\_

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

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

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

200439

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
**PUBLIC WORKS (for projects Over \$25,000)**

**Bid Submission Address:**

RCFC & WCD  
1995 Market Street  
Riverside, CA 92501  
Telephone: (951) 955-4348  
Return bid to address above:

**Request for Quotation FCARC #00109**

Bid Issue Date: 10/20/2015  
Job Walk Date: 10/22/2016 @ 10:00 AM  
Bid Closing Date: 11/05/2015  
on or before 1:30 P.M. Pacific Time

**AGREEMENT FORM**

Page 2 of 2

Type of Contractor's organization: \_\_\_\_\_

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


**IF OTHER THAN CORPORATION EXECUTE HERE:**

Firm Name:			
Address:			
Contractor's License No.	#:		Expires:
DIR Registration No:	#:		Expires:
Signature:			
Title:			

**IF CORPORATION, FILL OUT THE FOLLOWING AND EXECUTE:**

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

DO NOT COMPLETE BELOW THIS LINE

Attest:

\_\_\_\_\_  
Authorized Signature (County)

\_\_\_\_\_  
(Official Title)

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)**

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**BID BOND**

Page 1 of 2

KNOWN TO ALL PERSONS BY THESE PRESENTS, that we the undersigned KEC ENGINEERING, as Principals; and LIBERTY MUTUAL INSURANCE COMPANY, as Surety, are hereby held and firmly bound unto the Riverside County Flood Control and Water Conservation District, hereinafter called the "District", in the sum of TEN PERCENT OF THE TOTAL AMOUNT BIDD Dollars (\$ 10%- - -) for payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assignees.

WHEREAS, the said Principal is herewith submitting its quote to Repair the San Sevaine Channel Outlet in the City of Jurupa Valley, County of Riverside.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said quote and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required labor and material payment and faithful Performance Bond, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the District as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such bid; and said Surety does hereby waive notice of any such extension.

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)**

**Bid Submission Address:**  
RCFC & WCD  
1995 Market Street  
Riverside, CA 92501  
Telephone: (951) 955-4348  
Return bid to address above:

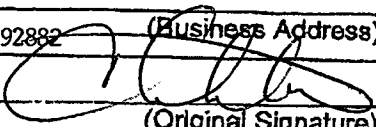
**Request for Quotation FCARC #00109**

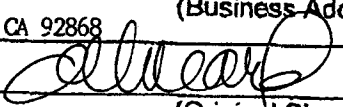
Bid Issue Date: 10/20/2015  
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Bid Closing Date: 11/05/2015  
on or before 1:30 P.M. Pacific Time

**BID BOND**

Page 2 of 2

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 27TH day of OCTOBER, 2015, the name and corporate seal of each corporate party being hereto affixed and those present dully signed by its undersigned representative, pursuant to authority of its governing body.

KEC ENGINEERING		
(Firm Name – Principal)		
200 N. SHERMAN AVENUE		
CORONA, CA 92882	(Business Address)	Affix Seal if Corporation
 (Original Signature)		
By	Charles Hickman - Construction Manager	
	(Title)	

LIBERTY MUTUAL INSURANCE COMPANY		
(Corporation Name – Surety)		
790 THE CITY DRIVE SOUTH, SUITE 200		
ORANGE, CA 92868	(Business Address)	Affix Corporate Seal
 (Original Signature)		
By	CHARISE EBERHARD	
ATTORNEY-IN-FACT		
(Title – Attach Power of Attorney)		

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

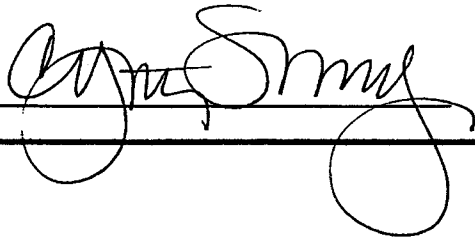
On October 27, 2015 before me, Cynthia S. Wozney, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6930919

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

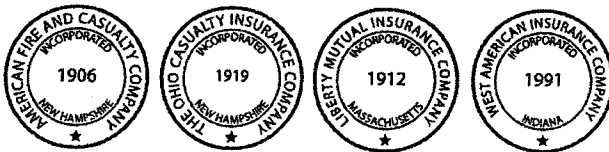
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charise Eberhard; Cynthia S. Wozney; Denise Bennett; John M. Garrett; Paul A. Bland; Steven C. Mosier

all of the city of Irvine, state of CA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of March, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 31st day of March, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

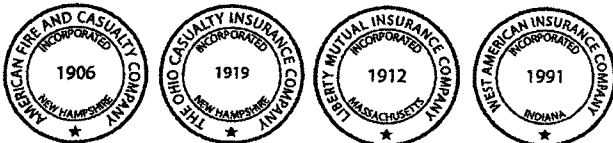
**ARTICLE XIII - Execution of Contracts** - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27TH day of OCTOBER, 20 15.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

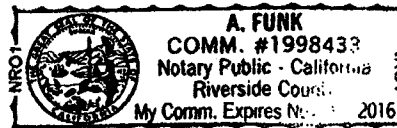
State of California  
County of Riverside

On 11/3/15 before me, A. Funk - Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature [Signature] (Seal)



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)**

200439

**Bid Submission Address:**

RCFC & WCD  
1995 Market Street  
Riverside, CA 92501  
Telephone: (951) 955-4348  
Return bid to address above:

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Bid Issue Date: 10/20/2015  
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on or before 1:30 P.M. Pacific Time

**PAYMENT BOND**

Page 1 of 1

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

The makers of this Bond are \_\_\_\_\_, as principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_ between Principal and Riverside County Flood Control and Water Conservation District, a public entity, as District, for \$ \_\_\_\_\_, the total amount payable. THE AMOUNT OF THIS BOND IS FOR 100% OF SAID SUM. Said Contract is for public work generally consisting to "Repair of the San Sevaine Channel Outlet in the City of Jurupa Valley, County of Riverside".

The beneficiaries of this Bond are as stated in 8020 of the Civil Code and the requirements and conditions of this bond are as set forth in Sections 800 through 8154 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Signed and Sealed this \_\_\_\_\_ Day of \_\_\_\_\_, 2015.

(Firm Name – Principal)		Affix Seal if Corporation
(Business Address)		
(Signature – Attach Notary's Acknowledgment)		
By	(Title)	

(Corporation Name – Surety)		Affix Corporate Seal
(Business Address)		
By	(Original Signature)	
ATTORNEY-IN-FACT (Title – Attach Power of Attorney)		

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
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**PERFORMANCE BOND**

Page 1 of 1

The makers of this Bond, as Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto Riverside County Flood Control and Water Conservation District, hereinafter called the "District", in the sum of \_\_\_\_\_ Dollars \$(\_\_\_\_\_) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrator, and successors, jointly and severally, firm by these presents. The condition of this obligation is such that whereas the Principal entered into a certain contract, hereto attached, with the District, dated: \_\_\_\_\_ for: \_\_\_\_\_. Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the District, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this \_\_\_\_\_ Day of \_\_\_\_\_, 2015.

(Firm Name – Principal)		Affix Seal if Corporation
(Business Address)		
(Signature – Attach Notary's Acknowledgment)		
By	(Title)	

(Corporation Name – Surety)		Affix Corporate Seal
(Business Address)		
By	(Original Signature)	
ATTORNEY-IN-FACT		
(Title – Attach Power of Attorney)		

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
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**APPENDIX A**

**San Sevaine Channel Outlet Repair Project No. 1-0-00050  
Intersection of Bain Street and Limonite Avenue in Jurupa Valley, Riverside County**

1. **SCOPE OF WORK:** The Contractor shall perform any required regrading to access the work site, place rock protection by mechanized means per the details shown on the drawings to stabilize/support the existing concrete encased sheet pile, pressure grout the voids between existing sheet pile and grouted riprap, implement dust control measures during repair, provide the required BMP's shown in the pollution control plans and clean the worksite before final acceptance of the work. Refer to Exhibit A for Overtime Work and Force Account Payment and Exhibit B for Cost Estimate Breakdown.

Please refer to all attachments, Exhibits A & B and the Special Provisions

**Notes:**

- a. Certified Payroll is required on this project. See Form 116-222 General Conditions-Public Works, over \$25k downloaded on the County of Riverside Purchasing webpage at: [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us).
- b. Contractor shall comply with all Federal, State and Local, rules and regulations that in any manner affect the work. Special attention is called, but not limited to, the local environmental ordinances. Ignorance on the part of the bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules and regulations.

2. **QUALITY ASSURANCE:**

- a. The Contractor shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary craft and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.
- b. The Contractor shall provide new materials consisting of the highest quality and workmanship in every detail.
- c. The Contractor shall be solely and completely responsible for the condition of the premises on which the work is performed, and for the safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours, but shall apply continuously throughout the project.

3. **SCHEDULING:**

- a. Work to be performed during regular business hours, Monday – Friday 7:00 AM to 4:00 PM.
- b. The Contractor is advised that certain inconveniences may be encountered. Complete cooperation between the Contractor and the onsite District Project Manager as well as the District Project Manager will be necessary to expedite the work with the least amount of interference or delay.
- c. The awarded Contractor is to provide the onsite District Project Manager with a daily schedule of activities so that the necessary arrangements and precautions can be made with the patients in the construction areas.
- d. Upon Notice to Proceed, the project shall be completed within thirty (30) calendar days, unless otherwise specified in writing and accepted by the District Project Manager.

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)**

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**4. SAFETY AND SPECIAL REQUIREMENTS:**

- a. The successful Contractor will be required to provide the names and driver license numbers of all employees who will be working in this facility to allow the District to conduct a local background check.

**5. CLEAN-UP:**

- a. Please refer to the Special Provisions regarding site clean-up and pollution control.

**6. WARRANTIES:**

- a. All warranty work shall be completed within two (2) weeks of written notice by the County.
- b. Workmanship: A one-year unconditional warranty shall be in effect from the Contractor.

**7. INSURANCE:**

**7.1** Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the *Riverside County Flood Control and Water Conservation District, County of Riverside, City of Jurupa Valley, Jurupa Community Services District and their respective directors, officers, members, managers, agents, representatives, personnel and employees (and any other as identified by the contract documents)* are named as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)**

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**C. Vehicle Liability:**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the *Riverside County Flood Control and Water Conservation District, County of Riverside, City of Jurupa Valley, Jurupa Community Services District and their respective directors, officers, members, managers, agents, representatives, personnel and employees (and any other as identified by the contract documents) are named as Additional Insureds.*

**D. General Insurance Provisions - All lines:**

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)**

**Bid Submission Address:**

RCFC & WCD  
1995 Market Street  
Riverside, CA 92501  
Telephone: (951) 955-4348  
Return bid to address above:

**Request for Quotation FCARC #00109**

Bid Issue Date: 10/20/2015  
Job Walk Date: 10/22/2016 @ 10:00 AM  
Bid Closing Date: 11/05/2015  
on or before 1:30 P.M. Pacific Time

- 4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- 6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- 8) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**REQUIRED ENDORSEMENTS / WAIVERS**

- **ADDITIONAL INSURED ENDORSEMENT - ALL POLICIES** (General Liability, Automobile Liability, Workers Compensation and if applicable Professional Liability).
- **WAIVER OF SUBROGATION** - Workers Compensation
- **WAIVER OF RIGHT TO RECOVER:** (General Liability, Automobile Liability.)
- **ENDORSMENT FOR: THIRTY (30) DAY WRITTEN NOTICE SHALL BE GIVEN TO THE DISTRICT PRIOR TO ANY MATERIAL MODIFICATION, CANCELLATION, EXPIRATION, OR REDUCTION IN COVERAGE OF SUCH INSURANCE.**

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On October 30, 2015 before me, Karen Ann Villarreal, Notary Public, Notary Public,  
(Here insert name and title of the officer)

personally appeared Greg D. Quiring,

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

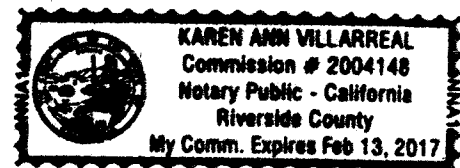
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Karen Ann Villarreal

Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Affidavit

(Title or description of attached document)

RCFC-San Sevaine Channel Outlet Repair

(Title or description of attached document continued)

Number of Pages 1 Document Date 10/30/15

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☒ Corporate Officer  
President

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

200439

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)**

**Bid Submission Address:**

RCFC & WCD  
1995 Market Street  
Riverside, CA 92501  
Telephone: (951) 955-4348  
Return bid to address above:

**Request for Quotation FCARC #00109**

Bid Issue Date: 10/20/2015  
Job Walk Date: 10/22/2016 @ 10:00 AM  
Bid Closing Date: 11/05/2015  
on or before 1:30 P.M. Pacific Time

**BID BOND**

Page 1 of 2

KNOWN TO ALL PERSONS BY THESE PRESENTS, that we the undersigned KIP, Incorporated, as Principals; and The Ohio Casualty Insurance Company, as Surety, are hereby held and firmly bound unto the Riverside County Flood Control and Water Conservation District, hereinafter called the "District", in the sum of Ten percent of the total amount of the bid- Dollars (\$ 10%-) for payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assignees.

WHEREAS, the said Principal is herewith submitting its quote to Repair the San Sevaine Channel Outlet in the City of Jurupa Valley, County of Riverside.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said quote and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required labor and material payment and faithful Performance Bond, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the District as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such bid; and said Surety does hereby waive notice of any such extension.



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (for projects Over \$25,000)**

200439

**Bid Submission Address:**

RCFC & WCD  
1995 Market Street  
Riverside, CA 92501  
Telephone: (951) 955-4348  
Return bid to address above:

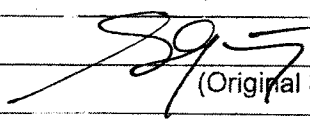
**Request for Quotation FCARC #00109**

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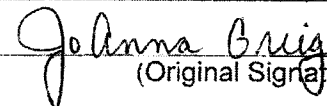
**BID BOND**

Page 2 of 2

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 27th day of October, 2015, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

KIP, Incorporated		Affix Seal if Corporation
(Firm Name – Principal)		
25740 Washington Avenue, Murrieta, CA 92562		
(Business Address)		
 (Original Signature)		
By	President	
(Title)		

=====

The Ohio Casualty Insurance Company		Affix Corporate Seal
(Corporation Name – Surety)		
1001 4th Ave., #1700, Seattle, WA 98154		
(Business Address)		
By	 (Original Signature) JoAnna Greig	
ATTORNEY-IN-FACT		
(Title – Attach Power of Attorney)		

=====

ACKNOWLEDGMENT BY SURETY

STATE OF Washington }  
County of Clark } ss.

On this 27th day of October, 2015, before me personally  
appeared JoAnna Greig, known to me to be the Attorney-in-Fact of  
The Ohio Casualty Insurance Company

\_\_\_\_\_, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.

*Lisa M. Burnham*

Notary Public in the State of Washington  
County of Clark

Notary Public  
State of Washington  
Lisa M Burnham  
Commission Expires 02/26/2019

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6849847

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bonnie Riddle; Janice A. Lewton; JoAnna Greig; Robert W. Lagler

all of the city of VANCOUVER, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of January, 2015.



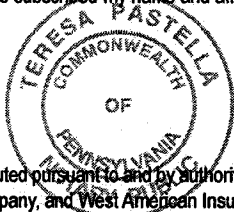
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of January, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

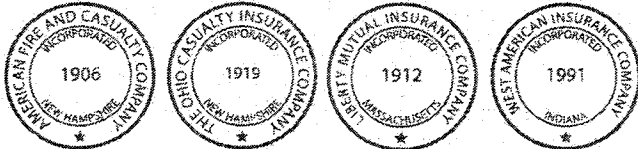
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of October, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary