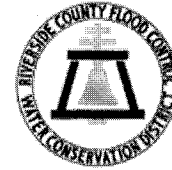


**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
11.4
(ID # 8924)

MEETING DATE:

Tuesday, February 26, 2019

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Review and Determine There is a Need to Continue the Emergency Action and Continue the Implementation of the Emergency Protection Projects in the Areas of Temescal Valley in Unincorporated Western Riverside County and Lake Elsinore for Storm/Flood Emergency Contract Work; Receive and File Amendments to Emergency Protection Agreements with KIP Incorporated and K E C Engineering, CEQA Nothing Further Required, District 1. [\$1,500,000 – District Funds 100%] (4/5 vote required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Review and determine there is a need to continue the emergency action and continue the implementation of the Emergency Protection Projects (Emergency Projects) in the areas of Temescal Valley in unincorporated western Riverside County and Lake Elsinore; and
2. Receive and file the First Amendment to the Emergency Protection Agreement between the District and K E C Engineering for storm/flood emergency contract work on the Emergency Projects without solicitation of bids, as authorized by Public Contract Code Section 22050 and Resolution No. F94-39; and
3. Receive and file the Second Amendment to the Emergency Protection Agreement between the District and KIP Incorporated for storm/flood emergency contract work on the Emergency Projects without solicitation of bids, as authorized by Public Contract Code Section 22050 and Resolution No. F94-39; and
4. Authorize the use of District funds in the amount of \$1,500,000 for the storm/flood emergency contract work done as a part of the Emergency Projects by KIP Incorporated and K E C Engineering.

ACTION: 4/5 Vote Required, Policy

Handwritten signature of Jason Uhley in black ink.

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 2/14/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 26, 2019
xc: Flood

Kecia Harper
Clerk of the Board
By: Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,500,000	\$0	\$1,500,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS:			Budget Adjustment: No	
25130 947440 527980 – Zone 3 Const/Maint/Misc – Contracts (100%)			For Fiscal Year: 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Holy Fire began Monday afternoon, August 6, 2018, in the Cleveland National Forest and quickly moved from Orange County into Riverside County. Conditions of extreme peril to people, property and critical infrastructure necessitated the mandatory evacuation of several communities near Lake Elsinore and Temescal Valley. Due to the effects of the Holy Fire, Governor Edmund G. Brown Jr. issued an emergency proclamation for Orange and Riverside Counties on August 9, 2018.

Pursuant to Riverside County Ordinance No. 533, the Riverside County Director of Emergency Services proclaimed a "Local Emergency" in Riverside County on August 9, 2018. The Riverside County Board of Supervisors adopted Resolution No. 2018-170 in a special meeting on August 16, 2018 (Agenda Item No. 1.0) to ratify the Proclamation of Local Emergency as declared by the Riverside County Director of Emergency Services. The Riverside County Board of Supervisors have extended the Proclamation of Local Emergency for the Holy Fire through the adoption of a series of resolutions as the vast burn area left by the Holy Fire leaves Riverside County residents and visitors threatened by flooding and debris flows when rain occurs, most recently through Resolution No. 2019-004, adopted on January 8, 2019 (Agenda Item 3.17).

The District has existing facilities within or below the burn area boundaries, including Horsethief Canyon Storm Drain (Project No. 2-0-00250), Leach Canyon Dam (Project No. 3-0-00105) and West Elsinore MDP - McVicker Debris Basin (Project No. 3-0-00226). Typically, these facilities provide flood protection for much of the adjacent communities during large storm events. However, due to the vast burn area in the canyons and the significant loss of vegetation, these facilities are now at risk of being overwhelmed by stormwater, mud and debris during seemingly modest rain storms. A blockage, reduction in the storage and/or conveyance capacity of the facilities, or damage to the facilities could result in a critical threat to life and property in the areas of Temescal Valley in unincorporated western Riverside County and Lake Elsinore ("Post-Fire Risk Area").

In early October, with scattered thunderstorms forecasted for the region and a significant risk of mud and debris flows in the Holy Fire burn area, the Riverside County Flood Control and Water

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
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Conservation District's (District) General Manager-Chief Engineer found that the emergency will not permit a delay in the implementation of the Emergency Projects resulting from a competitive solicitation for bids in accordance with California Public Contract Code Section 22050 and the District's Resolution No. F94-39. The District has retained the following contractors on an emergency basis to help implement the Emergency Projects:

- K E C Engineering
- KIP Incorporated
- Sukut Construction, LLC

On October 16, 2018 (Agenda Item No. 11.2), November 6, 2018 (Agenda Item 11.3), December 4, 2018 (Agenda Item 11.1), January 8, 2019 (Agenda Item 11.2) and January 29, 2019 (Agenda Item 11.3), the Board of Supervisors made motions to receive and file the Emergency Protection Agreements, authorize the use of District funds for the storm/flood emergency contract work done as a part of the Emergency Projects and determine the need to continue the emergency action and continue the implementation of the Emergency Projects.

A series of winter storms between late November 2018 and February 2019 have triggered flooding and debris flows in the Holy Fire burn area on multiple occasions. This has caused the evacuation of residents, road closures, and damage to property and critical infrastructure. Despite extensive mitigation efforts taken by the County of Riverside, the District and City of Lake Elsinore prior to the storms arrival, the storms have left streets, residential and commercial properties and critical flood control infrastructure loaded with mud and debris which must be cleared before arrival of the next storm. This is a pattern that will be repeated when storms occur over the Post-Fire Risk Area.

To help with the District's post-storm emergency efforts, the Emergency Protection Agreements with KIP Incorporated and K E C Engineering were each amended to include an additional \$750,000 in funding that reflect negotiated overhead rates for labor costs and soil disposal. Costs associated with the additional emergency work for the Emergency Projects are anticipated to not exceed a total of \$1,500,000.

It is requested that the Board of Supervisors review and determine there is a need to continue the emergency action and continue the implementation of the Emergency Projects in the Post-Fire Risk Area for storm/flood emergency contract work by K E C Engineering, KIP Incorporated and Sukut Construction, LLC, including any and all necessary cleanup. In this action, the District is also requesting Board approval for authorization to use District funds for these necessary costs.

Prev. Agn. Ref.: MT#8913 11.3 of 01/29/19
MT#8644 3.17 of 01/08/19
MT#8679 11.2 of 01/08/19

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MT#8647 3.59 of 12/11/18
MT#8071 3.28 of 12/04/18
MT#8443 11.1 of 12/04/18
MT#8070 3.19 of 11/06/18
MT#8331 11.3 of 11/06/18
MT#8249 3.22 of 10/23/18
MT#8183 11.2 of 10/16/18
MT#7947 3.18 of 09/11/18
1.0 of 08/16/18
9.4 of 11/22/94

Environmental Findings

Based on the review of the proposed emergency protection action, the District has found that the work is exempt pursuant to Section 15301 for "Existing Facilities" and Section 15269(a), (b) and (c) for "Emergency Projects" of the California Environmental Quality Act ("CEQA") Guidelines. The emergency protection work is associated with existing flood control facilities. The projects in question meet the conditions described in Section 15269(a), (b) and (c) for specific actions necessary to prevent or mitigate an emergency and to maintain essential flood control services. The Governor declared a state of emergency for the Holy Fire on August 9, 2018. In accordance with CEQA, two Notices of Exemption were prepared by the District and filed by the Clerk of the Board upon the Board of Supervisors approval at its October 16, 2018 and January 8, 2019 meetings. The Board of Supervisors' determination that there is a need to continue the emergency action and authorize the use of District funds are implementing actions of the Emergency Projects, and the additional emergency contract work is consistent with the above CEQA Notices of Exemptions. Therefore, nothing further is required under CEQA.

Impact on Residents and Businesses

More than 20,000 residents were impacted by the fire, having to evacuate the area. While the fire was 100% contained on September 13, 2018, the conditions in the burn areas of the fire have left the adjacent communities vulnerable to mud and debris flows and flooding during rain storms. In the event of another rain storm, the area may be negatively impacted if these measures are not taken to protect the communities.

Additional Fiscal Information

The District budgets for flood emergencies and/or unexpected contingencies to minimize risks to life and property. Sufficient funds are available in the District's Zone 2 and Zone 3 budgets for FY 2018-2019.

When it rains, mud and debris that is washed from the Holy Fire burn area has the potential to negatively impact water quality within the Santa Ana Watershed. For example, nutrients have been detected in the burn area runoff at levels exceeding 60 times the natural background levels. In addition to protecting the public and property, the emergency work the District is undertaking also reduces the amount of such pollutants that may otherwise reach and impair

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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major receiving waters. As such, the District anticipates that a contribution from the Santa Ana Benefit Assessment fund will be made toward the cost of this work.

<u>Contractor</u>	<u>Original Agreement Amount</u>	<u>Funds via Previous Amendment</u>	<u>Additional Funds via New Amendment</u>	<u>Estimated Total Costs</u>
1. KEC Engineering	\$750,000	N/A	\$750,000	\$1,500,000
2. KIP Incorporated	\$750,000	\$750,000	\$750,000	\$2,250,000
3. Sukut Construction, LLC	\$1,500,000	N/A	N/A	\$1,500,000

Contract History and Price Reasonableness

Emergency Protection Agreement with KIP Incorporated

Original budget: \$750,000 (Not-to-exceed \$750,000 for FY 2018/19)

First Amendment: \$750,000 (An aggregate amount increase of \$750,000 for FY 2018/19)

Second Amendment: \$750,000 (An aggregate amount increase of \$750,000 for FY 2018/19)

Total: \$2,250,000

Emergency Protection Agreement with K E C Engineering

Original budget: \$750,000 (Not-to-exceed \$750,000 for FY 2018/19)

First Amendment: \$750,000 (An aggregate amount increase of \$750,000 for FY 2018/19)

Total: \$1,500,000

The work for the Emergency Projects is being paid for on a force account basis as set forth in Section 9-1.04 of the Standard Specifications of the State of California, Department of Transportation, 2018 edition as amended, which includes standard overhead rates. However, the District has negotiated with KIP Incorporated and K E C Engineering to reduce overhead rates for labor costs and soil disposal.

ATTACHMENTS:

1. Vicinity Map
2. First Amendment to Emergency Protection Agreement
3. Second Amendment to Emergency Protection Agreement

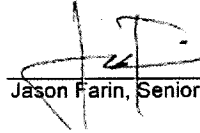
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SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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Jeanine Rey, Finance Director

2/13/2019



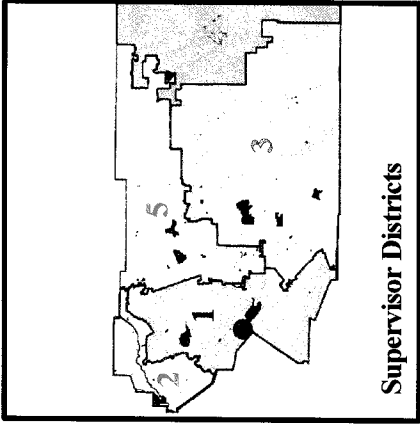
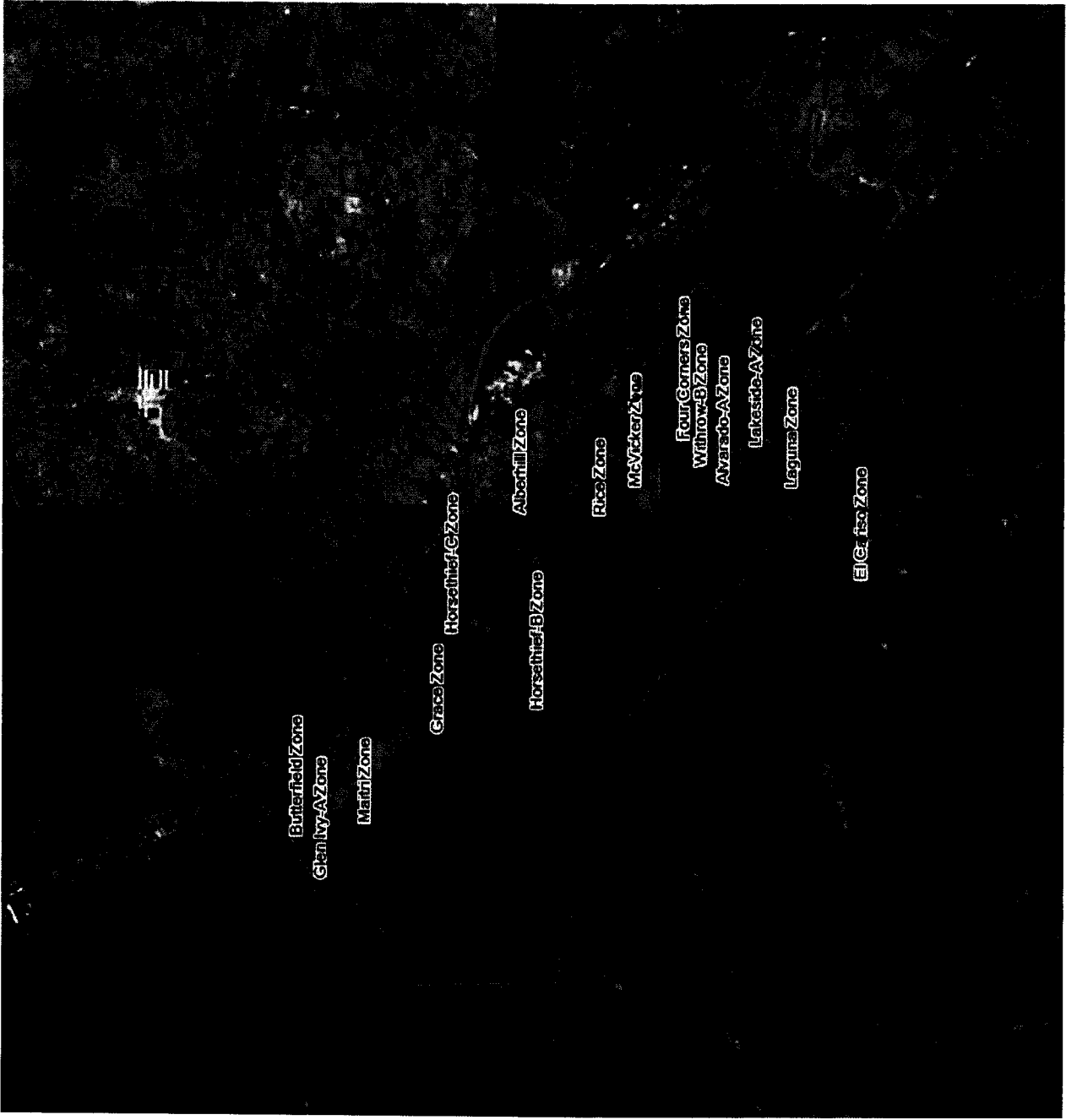
Jason Farin, Senior Management Analyst

2/19/2019



Gregory V. Priamos, Director County Counsel

2/15/2019



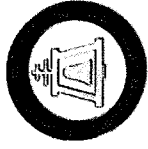
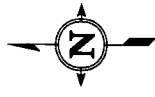
Supervisor Districts

LEGEND:

- Potential Project Area
- Supervisorial District

DESCRIPTION:

Emergency Protection Projects - Holy Fire



Attachment 1

FIRST AMENDMENT TO EMERGENCY PROTECTION AGREEMENT

Emergency Protection Project – Holy Fire

This FIRST AMENDMENT TO EMERGENCY PROTECTION AGREEMENT ("FIRST AMENDMENT"), dated as of 2-19-19, is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic ("DISTRICT"), and K E C ENGINEERING, a California corporation ("CONTRACTOR"), sometimes collectively referred to as the "Parties".

RECITALS

A. DISTRICT and CONTRACTOR have entered into that certain Emergency Protection Agreement, dated October 4, 2018 (the "ORIGINAL AGREEMENT") pursuant to which CONTRACTOR has agreed to furnish all labor, materials, tools, equipment, transportation and services necessary to perform and complete in a workmanlike manner, in strict conformance with ORIGINAL AGREEMENT, the protection of existing DISTRICT facilities in the areas of Temescal Valley in unincorporated Western Riverside County and Lake Elsinore, such as Horsethief Canyon Storm Drain (Project No. 2-0-00250), by (i) grading, (ii) installing inlet protection structures, (iii) as needed, installing any necessary interim protection barriers, (iv) as needed, removing sediment and accumulated debris from DISTRICT's existing rights of way in the areas of Temescal Valley in unincorporated Western Riverside County and Lake Elsinore following storm events, and (v) as needed, implementing other emergency work in the areas of Temescal Valley in unincorporated Western Riverside County and Lake Elsinore, as directed by DISTRICT.

B. The ORIGINAL AGREEMENT together with this FIRST AMENDMENT are collectively referred to herein as the "Agreement."

C. Storm events in the areas of Temescal Valley in unincorporated Western Riverside County and Lake Elsinore in the 2018-2019 winter storm season have necessitated the implementation of additional emergency work to protect life and property.

D. The Parties now desire to amend the Agreement to increase the total compensation amount and update certain rates for the Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Section 4 of the Agreement is hereby replaced in its entirety by the following:

4. PAYMENT

a. Except as otherwise specifically provided herein, all work as directed by DISTRICT will be paid for on a force account basis as set forth in Section 9-1.04 of the Standard Specifications of the State of California, Department of Transportation, 2018 edition as amended, hereinafter called "State Standard Specifications."

- i. Commencing on February 4, 2019, the markup rate in Section 9-1.04, "Force Account," of the State Standard Specifications that is added to the direct costs of labor is amended to the agreed upon rate of 24 percent.
 - b. The labor surcharge percentage and equipment rental rates will be based on the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates which is in effect on the date upon which the work is accomplished. A copy of said Labor Surcharge and Equipment Rental Rates is on file at the District Office and is hereby incorporated herein in its entirety, and can be found at <http://www.dot.ca.gov/hq/construc/equipmnt.html>.
 - c. All invoices shall itemize all charges to conform with the agreed upon equipment, labor and material rates as set forth in Section 9-1.04 of the State Standard Specifications.
 - d. CONTRACTOR shall not be eligible for any payment whatsoever, other than for the actual time usage and materials delivered, as approved by DISTRICT, of the equipment, labor and materials as set forth in Section 9-1.04 of the State Standard Specifications, or such equipment, labor and/or materials and corresponding rate(s) as may be otherwise approved in writing by DISTRICT prior to commencing work.
 - i. Commencing on February 4, 2019, the markup rate that is added to the direct costs of soil disposal is amended to the agreed upon rate of 5 percent.
 - e. DISTRICT payments to CONTRACTOR shall be made within twenty-one (21) days after receipt of corresponding DISTRICT approved invoices from CONTRACTOR.
 - f. Total payments by DISTRICT to CONTRACTOR for work performed under this Agreement shall not exceed the agreed upon sum of seven hundred fifty thousand even dollars (\$750,000) unless a written amendment to this Agreement is executed by both Parties prior to performance of additional work.
 - i. DISTRICT shall pay CONTRACTOR for the additional emergency work in a total amount not to exceed seven hundred fifty thousand even dollars (\$750,000). Upon approval of the FIRST AMENDMENT, the total compensation amount for all work performed under this Agreement since its original effective date shall not exceed a sum total of one million five hundred thousand even dollars (\$1,500,000). CONTRACTOR shall provide to DISTRICT updated or additional performance and payment bonds in the sum total of the Agreement price.
2. The provisions of this FIRST AMENDMENT shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.
3. Except as amended or modified herein, all the terms of the ORIGINAL AGREEMENT shall remain in full force and effect and shall apply with the same force and effect. Subject to the

provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this FIRST AMENDMENT or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or CONTRACTOR.

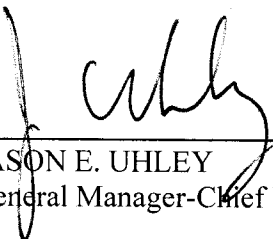
4. This FIRST AMENDMENT shall not be binding or consummated until it is fully executed by the Parties.

5. This FIRST AMENDMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

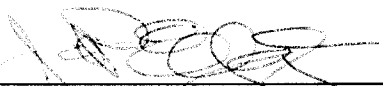
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2-19-19
(to be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL K E C ENGINEERING
AND WATER CONSERVATION DISTRICT**


By: 

JASON E. UHLEY
General Manager-Chief Engineer

By: 

Name: J. P. ESPINOZA
Title: PRES.

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: 

SYNTHIA M. GUNZEL
Chief Deputy County Counsel

First Amendment to Emergency Protection Agreement
Emergency Protection Project – Holy Fire
RKM:blm

Issued in Triplicate



SURETY RIDER

To be attached to and form a part of

Bond No. 024065894

Cross Ref: N/A

Type of

Bond: Performance Bond; Payment Bond

dated

effective October 5, 2018
(MONTH-DAY-YEAR)

executed by KEC Engineering
(PRINCIPAL)

, as Principal,

and by Liberty Mutual Insurance Company, as Surety,

in favor of Riverside County Flood Control and Water Conservation District
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

Amend Performance Bond amount and Payment Bond amount to read as follows:

From: Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00)

To: One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective February 7, 2019
(MONTH-DAY-YEAR)

Signed and Sealed February 7, 2019
(MONTH-DAY-YEAR)

KEC Engineering
(PRINCIPAL)

By: _____
(PRINCIPAL)

Liberty Mutual Insurance Company
(SURETY)

By: _____
(ATTORNEY-IN-FACT) Cynthia S. Wozney, Attorney-in-Fact



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.

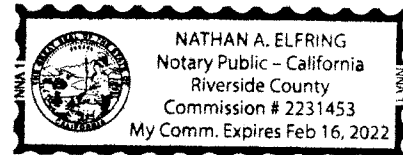
State of California
County of Riverside)

On February 8, 2019 before me, Nathan A. Elfring, Notary Public
(insert name and title of the officer)

personally appeared James Elfring,
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)

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 February 7, 2019 before me, Candy A. Dakin, Notary Public
(insert name and title of the officer)

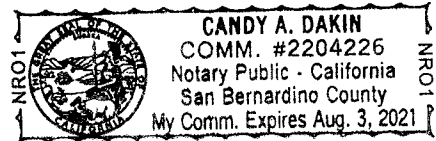
personally appeared Cynthia S. Wozney,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 *Candy A. Dakin*

(Seal)





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.

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

Certificate No: 8200429

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Denise Bennett, Paul A. Bland, John M. Garrett, Charise May, Steven C. Mosier, Cynthia S. Wozney

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 30th day of January, 2019.



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

By: David M. Carey (signature)

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella (signature)
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 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 7TH day of FEBRUARY, 2019.



By: Renee C. Llewellyn (signature)

Renee C. Llewellyn, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GMGS Risk Management & Insurance Services 6201 Oak Canyon, Suite 100 Irvine, CA 92618	CONTACT NAME:	Charise May	
	PHONE (A/C, No, Ext):	(949)559-3367	FAX (A/C, No): (949)559-6703
www.gmgs.com	E-MAIL ADDRESS:	charisem@gmgs.com	
0B84519	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED KEC Engineering (A Corp) 200 North Sherman Avenue Corona CA 92882	INSURER A : Travelers Indemnity Company of CT		25682
	INSURER B : Travelers Property Casualty Company of America		25674
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 44646063

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DT22-CO-9323B109-TCT-18	7/1/2018	7/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			DT-810-9323B109-TIL-18 Physical Damage: Comp \$1,000/Coll \$2,500	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			DTJ-UB-4B893916-18	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: Horsethief Canyon Emergency Protection Project
 This certificate may be relied upon only if the certificate addendum referred to herein is attached hereto.

CERTIFICATE HOLDER**CANCELLATION**

Horsethief Canyon Emergency Protection Project
 Riverside County Flood Control & Water Conservation District
 1995 Market Street
 Riverside CA 92501

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

AUTHORIZED REPRESENTATIVE

John Garrett



ADDITIONAL REMARKS SCHEDULE

AGENCY GMGS Risk Management & Insurance Services		NAMED INSURED KEC Engineering (A Corp) 200 North Sherman Avenue Corona CA 92882	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Riverside County Flood Control & Water Conservation District

ADDRESS: 1995 Market Street Riverside CA 92501

RE: Horsethief Canyon Emergency Protection Project

As respects General Liability coverage, District, all Agencies, Districts, Special Districts and Departments of the County of Riverside, together with their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives are added as Additional Insured and this insurance is primary, per CGD2460805 attached.

As respects General Liability coverage, 30-day written notice of cancellation (10 days for non-payment of premium) applies per ILT4050311 attached.

As respects Automobile Liability coverage, District, all Agencies, Districts, Special Districts and Departments of the County of Riverside, together with their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives are added as Additional Insured per CAT3530215 attached.

As respects Automobile Liability coverage, 30-day written notice of cancellation (10 days for non-payment of premium) applies per ILT4050311 attached.

As respects Workers' Compensation coverage, a Waiver of Subrogation is hereby included, per WC990376(A)-001 attached.

As respects Workers' Compensation coverage, 30-day written notice of cancellation (10 days for non-payment of premium) applies per WC040601(A) attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: DT22-CO-9323B109-TCT-18

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION THAT IS A CERTIFICATE HOLDER OF A CERTIFICATE OF INSURANCE ISSUED FOR YOU THAT:

- A) REFERS TO THIS POLICY AND STATES THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE PROVIDED TO THAT PERSON OR ORGANIZATION; AND
- B) IS IN EFFECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF CANCELLATION.

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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Page 1 of 4

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

ADDRESS:

The address for that person or organization included in such written request from you to us.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: DTJ-UB-4B893916-18

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2018 Insured KEC Engineering (A Corp)

Policy No. DTJ-UB-4B893916-18

Endorsement No. Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE:

ST ASSIGN:



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 04 06 01 (A)

POLICY NUMBER: DTJ-UB-4B893916-18

CALIFORNIA CANCELTION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the information page.

The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

CANCELTATION

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;
 - i. The occurrence of a material change in the ownership of your business;
 - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancelation notice.

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1

SECOND AMENDMENT TO EMERGENCY PROTECTION AGREEMENT
Emergency Protection Project – Holy Fire

This SECOND AMENDMENT TO EMERGENCY PROTECTION AGREEMENT ("SECOND AMENDMENT"), dated as of 2-13-19, is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic ("DISTRICT"), and KIP INCORPORATED, a California corporation ("CONTRACTOR"), sometimes collectively referred to as the "Parties."

RECITALS

A. DISTRICT and CONTRACTOR have entered into that certain Emergency Protection Agreement, dated October 4, 2018 ("ORIGINAL AGREEMENT") pursuant to which CONTRACTOR has agreed to furnish all labor, materials, tools, equipment, transportation and services necessary to perform and complete in a workmanlike manner, in strict conformance with ORIGINAL AGREEMENT, the protection of existing DISTRICT facilities in the areas of Temescal Valley in unincorporated Western Riverside County and Lake Elsinore, such as Leach Canyon Dam (Project No. 3-0-00105), by (i) grading, (ii) installing inlet and spillway protection structures, (iii) as needed, installing any necessary interim protection barriers, (iv) as needed, removing sediment and accumulated debris from DISTRICT's existing rights of way in the areas of Temescal Valley in unincorporated Western Riverside County and Lake Elsinore following storm events, and (v) as needed, implementing other emergency work in the areas of Temescal Valley in unincorporated Western Riverside County and Lake Elsinore, as directed by DISTRICT.

B. The ORIGINAL AGREEMENT has been amended by:

- a. That certain First Amendment to the ORIGINAL AGREEMENT, dated December 19, 2018, by and between DISTRICT and CONTRACTOR ("FIRST AMENDMENT"), whereby the Parties amended the ORIGINAL AGREEMENT to increase the total compensation amount.

C. The ORIGINAL AGREEMENT, together with the FIRST AMENDMENT and this SECOND AMENDMENT, are collectively referred to herein as the "Agreement."

D. Storm events in the areas of Temescal Valley in unincorporated Western Riverside County and Lake Elsinore in January 2019 have necessitated the implementation of additional emergency work to protect life and property.

E. The Parties now desire to amend the Agreement to increase the total compensation amount and update the rates for the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Section 4 of the Agreement is hereby replaced in its entirety by the following:

4. PAYMENT

A. Except as otherwise specifically provided herein, all work as directed by DISTRICT will be paid for on a force account basis as set forth in Section 9-1.04 of the Standard Specifications of the State of California, Department of Transportation, 2018 edition as amended, hereinafter called "State Standard Specifications."

- i. Commencing on January 14, 2019, the markup rate in Section 9-1.04, "Force Account," of the State Standard Specifications that is added to the direct costs of labor is amended to the agreed upon rate of 24 percent.

B. The labor surcharge percentage and equipment rental rates will be based on the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates which is in effect on the date upon which the work is accomplished. A copy of said Labor Surcharge and Equipment Rental Rates is on file at the District Office and is hereby incorporated herein in its entirety, and can be found at <http://www.dot.ca.gov/hq/construc/equipmnt.html>.

C. All invoices shall itemize all charges to conform with the agreed upon equipment, labor and material rates as set forth in Section 9-1.04 of the State Standard Specifications.

D. CONTRACTOR shall not be eligible for any payment whatsoever, other than for the actual time usage and materials delivered, as approved by DISTRICT, of the equipment, labor and materials as set forth in Section 9-1.04 of the State Standard Specifications, or such equipment, labor and/or materials and corresponding rate(s) as may be otherwise approved in writing by DISTRICT prior to commencing work.

- i. Commencing on January 14, 2019, the markup rate that is added to the direct costs of soil disposal is amended to the agreed upon rate of 5 percent.

E. DISTRICT payments to CONTRACTOR shall be made within twenty-one (21) days after receipt of corresponding DISTRICT approved invoices from CONTRACTOR.

F. Total payments by DISTRICT to CONTRACTOR for work performed under this Agreement shall not exceed the agreed upon sum of seven hundred fifty thousand Even dollars (\$750,000) unless a written amendment to this Agreement is executed by both Parties prior to performance of additional work.

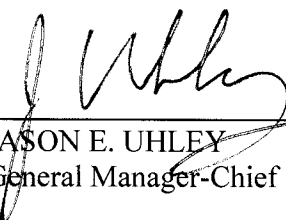
- i. DISTRICT shall pay CONTRACTOR for the additional emergency work in a total amount not to exceed seven hundred fifty thousand Even dollars (\$750,000). Upon approval of the FIRST AMENDMENT, the total compensation amount for all work performed under this Agreement since its original Effective Date shall not exceed a sum total of one million five hundred thousand Even dollars (\$1,500,000). CONTRACTOR shall provide to DISTRICT updated or additional performance and payment bonds in the sum total of the Agreement price.

- ii. DISTRICT shall pay CONTRACTOR for the additional emergency work in a total amount not to exceed seven hundred fifty thousand Even dollars (\$750,000). Upon approval of this SECOND AMENDMENT, the total compensation amount for all work performed under this Agreement since its original Effective Date shall not exceed a sum total of two million two hundred fifty thousand Even dollars (\$2,250,000). CONTRACTOR shall provide to DISTRICT updated or additional performance and payment bonds in the sum total of the Agreement price.
2. The provisions of this SECOND AMENDMENT shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.
3. Except as amended or modified herein, all the terms of ORIGINAL AGREEMENT shall remain in full force and effect and shall apply with the same force and effect. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this SECOND AMENDMENT or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement, and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or CONTRACTOR.
4. This SECOND AMENDMENT shall not be binding or consummated until it is fully executed by the Parties.
5. This SECOND AMENDMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

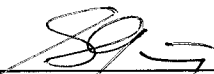
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2-13-19
(to be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL KIP INCORPORATED
AND WATER CONSERVATION DISTRICT**


By: 

JASON E. UHLEY
General Manager-Chief Engineer

By: 

Name: GREG D. QUIRING
Title: PRESIDENT

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: 

SYNTHIA M. GUNZEL
Chief Deputy County Counsel

Second Amendment to Emergency Protection Agreement
Emergency Protection Project – Holy Fire
RKM:blm
01/29/19

CHANGE RIDER

Rider to be attached to and a part of Bond Number 53S207217, dated the 8th day of October, 2018, executed by The Ohio Casualty Insurance Company

(the "Surety") on behalf of KIP Incorporated (the "Principal")

in favor of Riverside County Flood Control and Water Conservation District (the "Obligee")

The Principal and the Surety hereby consent to changing the attached bond as follows:
Second Amendment to Emergency Protection Agreement for an additional \$750,000.00 for the Leach Canyon Emergency Protection Project 3-0-00105. Increasing the total contract from \$1,500,000.00 to \$2,250,000.00

This change is effective 31st day of January, 2019.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated this 31st day of January, 2019.

WITNESS or ATTEST:

[Signature]

KIP Incorporated
(Principal)

By [Signature] (Seal)

Name: Greg D Quiring

Title: President

The Ohio Casualty Insurance Company



By [Signature] (Seal)
Robert W. Lagler Attorney-In-Fact

ACCEPTED:

(Obligee)

Name:
Title:

Date: _____



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.

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

Certificate No: 8196956-973951

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Annalyn Kikawa, Robert W. Lagler

all of the city of Vancouver state of Washington 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 8th day of October, 2018.



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

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
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 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 31st day of January, 2019.



By: [Signature]

Renee C. Llewellyn, 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.

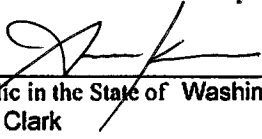
ACKNOWLEDGMENT BY SURETY

STATE OF Washington }
County of Clark } ss.

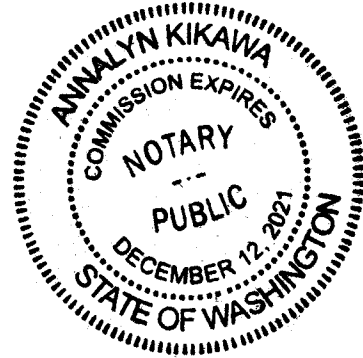
On this 31st day of January, 2019, before me personally
appeared Robert W. Lagler, known to, me to be the Attorney-in-Fact of
Ohio Casualty Insurance Company

_____, 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.



Notary Public in the State of Washington
County of Clark





KIPINCO-01

BMARIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 Newport Beach, CA - HUB International Insurance Services Inc. 4695 MacArthur Court, Suite 600 Newport Beach, CA 92660	CONTACT NAME: PHONE (A/C, No, Ext): (949) 623-3980		FAX (A/C, No): (949) 891-0407
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Old Republic General Insurance Corp.			24139
INSURER B : Travelers Property Casualty Company of America			25674
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		A1CG92711810	07/15/2018	07/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		A1CA92711810	07/15/2018	07/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Ded. \$ 0
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-14S1631A-18-NF	07/15/2018	07/15/2019	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	A1CW92711809	07/15/2018	07/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Leach Canyon Emergency Protection Project, Project No. 3-0-00105. umb follow form-glai/auai/wcww GL-AU-WC-UMB 60 Day Canc'l (AM Best)
 Riverside County Flood Control and Water Conservation District, 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 are included as Additional Insureds where required by an executed written contract as respects General Liability and Auto Liability per attached endorsements.
 Waiver of Subrogation applies where required by an executed written contract as respects Workers' Compensation per attached endorsement.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER Riverside County Flood Control and Water Conservation District Attn: Administrative Services Section 1995 Market Street Riverside, CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Newport Beach, CA - HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED KIP Incorporated 25740 Washington Avenue Murrieta, CA 92562
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Please see the following A.M. Best Ratings for the carriers listed on this certificate effective policy inception:

- Old Republic General Insurance Corp. A.M. Best Rating A, X
- Travelers Property Casualty Company of America A.M. Best Rating A++,XV

Cancellation:

* Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

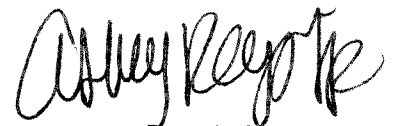
B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT.	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

A handwritten signature in black ink, appearing to read "Ashley K. Smith", is located in the bottom right corner of the page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 60

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.



HUB International Insurance Services Inc.

4695 MacArthur Court • Suite 600
Newport Beach, CA 92660
Toll-free: (855) 466-1764

hubinternational.com

July 5, 2018

Riverside County Flood Control & Water Conservation District
Attn: Contract Administration
1995 Market Street
Riverside, CA 92501-1770

**RE: KIP Incorporated
Travelers Property & Casualty Company of America
Umbrella Liability Insurance Policy No. ZUP-14S1631A-18-NF
Policy Period: 07/15/2018 to 07/15/2019**

To Whom It May Concern:

The Commercial Umbrella Liability Policy No. ZUP-14S1631A-18-NF in force for KIP Incorporated provides coverage in excess of the primary General Liability, Automobile Liability and Employers Liability policies listed in the schedule of underlying.

Should you have any questions or require additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'JCY', is written over a horizontal line.

Jamie Campbell Younger, CRIS
Senior Vice President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION/NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice: 60
WHEN WE DO NOT RENEW (Nonrenewal):	Number of days Notice: 60

PROVISIONS:

- A.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

POLICY NUMBER: A1CA92711810

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: KIP Incorporated

Endorsement Effective Date: 07/15/2018

SCHEDULE

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

WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

EARLY NOTICE OF CANCELLATION PROVIDED BY US

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Common Policy Conditions, A. Cancellation, 2. is replaced by the following:

2. We may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:
 - a. TEN (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. SIXTY (60) days before the effective date of cancellation if we cancel for any other reason.

Named Insured	KIP INCORPORATED		
Policy Number	A1CA92711810	Endorsement No.	
Policy Period	07/15/2018 to 07/15/2019	Endorsement Effective Date:	07/15/2018
Producer's Name:			
Producer Number:			

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00.

Named Insured	KIP Incorporated		
Policy Number	A1CW92711809	Endorsement No.	
Policy Period	07/15/2018 07/15/2019	to	Endorsement Effective Date: 07/15/2018
Producer's Name:			
Producer Number:			



OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY EXECUTED WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00.

Named Insured	KIP Incorporated		
Policy Number	A1CW92711708	Endorsement No.	
Policy Period	07/15/2017 to 07/15/2018	Endorsement Effective Date:	07/15/2017
Producer's Name:			
Producer Number:			

