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



(ID # 15261)

MEETING DATE:

Tuesday, May 25, 2021

FROM:

Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK & OPEN-SPACE DISTRICT: Approve and Execute the Construction Contract with Three Peaks Corporation and the Riverside County Regional Park and Open-Space District for the Harford Springs Reserve Staging Area Project; District 1. [\$241,390 Total Cost - Park Acquisition & Development-CIP Fund 33100 100%]

RECOMMENDED MOTION: That the Board of Directors:

- 1. Approve PKARC-0247 Addendums No. 1 and No. 2 to the project bid documents issued prior to the March 11, 2021 bid opening;
- 2. Waive any minor irregularities, and accept the low bid submitted by Three Peaks Corporation (Three Peaks), in the sum amount of \$241,390;
- 3. Award the Construction Contract (Contract) to Three Peaks of Calimesa, California, for the Harford Springs Reserve Staging Area Project in the amount of \$241,390 and authorize the Chairman of the Board of Directors for the Regional Park & Open-Space District (RivCoParks) to execute the Contract documents;
- 4. Authorize the General Manager, or their Designee, to approve and execute amendments to the Contract that have been approved by County Counsel, as required to complete the project that do not change the substantive terms of the Contract, or increase compensation more than five percent (5%); and
- 5. Direct the Clerk of the Board to return three (3) executed copies of the Contract to RivCoParks.

ACTION: Policy

5/13/2021

MINUTES OF THE BOARD OF DIRECTORS

On motion of Supervisor Perez, 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:

May 25, 2021

XC:

Parks

Kecia R. Harper

Clerk of the Board

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	т.	otal Cost:	Ongoin	g Cost
COST	\$0	\$ 241,390		\$ 241,390		\$ 0
NET COUNTY COST	\$0	\$0		\$0		
SOURCE OF FUNDS	Budget Adju	ustment:	No			
33100 100%	For Fiscal Y	ear:	21/22			

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On February 26, 2019, per minute order 13.1, the Board approved the contribution of \$500,000 in Quimby Fees from the Economic Development Agency to the Riverside County Regional Park & Open-Space District (RivCoParks) for capital improvements at Harford Springs Reserve (Reserve). The contribution supplements Development Impact Fees which were allocated on June 4, 2019 for up to \$148,509 for improvements associated with the Harford Springs Reserve Staging Area Project (Project). On January 26, 2021, per minute order 13.2, the Board approved PKARC-0247 for Advertisement of Request for Bids (RFB).

The Notice Inviting Bids (PKARC-0247) for the Project was posted on January 26, 2021. PKARC-0247 Addendums No. 1 and No. 2 were issued in response to questions prior to the bid closing on March 11, 2021. A mandatory Project pre-bid meeting was held on February 4, 2021, at 10:00 am. A total of 12 contractors attended the pre-bid meeting held at the Reserve.

A total of 7 of bids were received and upon review by County Counsel and RivCoParks staff, Three Peaks was found to be the most responsive low bidder with a bid of \$241,390.

Currently the Reserve does not have adequate parking for equestrian users, therefore the Project will consist of constructing a new parking lot to accommodate a variety of users. The staging area and parking lot will allow users of the Reserve to safely park trailers and vehicles in a designated area within the Reserve lands.

CEQA Compliance

RivCoParks prepared a Mitigated Negative Declaration (MND) pursuant to CEQA Guidelines Section 15152. All tribal and cultural mitigation measures identified during the AB52 process were included, which reduced all significant impacts to less than significant. RivCoParks published the Final IS/MND and issued a Notice of Determination at the Board of Directors meeting on January 26, 2021.

Impacts on Citizens and Businesses

The Project will benefit the equestrian community and other outdoor enthusiasts by creating a new access point for the Reserve, allowing users to safely park onsite with trailers and improve the overall user experience.

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

Attachments

Addendums 1 & 2
Construction Contract
PKARC-247 Notice Inviting Bids
Notice of Determination

Jason Farin, Principal Management Analyst

5/18/2021

Gregory V. Priaptos, Director County Counsel

5/17/2021

REQUEST FOR BIDS PKARC 0247

HARFORD SPRINGS RESERVE STAGING AREA PROJECT, 21470 GAVILAN ROAD, PERRIS, CA 92570 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered into at Riverside, California on this 18th day of May 2021, by and between the Riverside County Regional Park and Open-Space District, a a park and open-space district created pursuant to California Public Resources Code Div.5, Ch.3, Art. 3,thereafter called "DISTRICT" and THREE PEAKS, a California Corporation, hereinafter called "CONTRACTOR".

- 1. CONTRACTOR has submitted to DISTRICT its bid for (PKARC 0247) the **Construction Improvements for Harford Springs Reserve Staging Area Project**, located at 21470 Gavilan Road, Perris, CA 92570 hereafter called "PROJECT," and all appurtenant work in accordance with the Contract Documents identified below and DISTRICT has awarded the Contract to CONTRACTOR said bid.
- 2. CONTRACTOR has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.
- 3. <u>Contract Documents</u>: The entire contract consists of the following:
 - a. This Construction Contract:
 - b. The Notice Inviting Bids for the Request for Bids for (PKARC 0247) the Construction Improvements for Harford Springs Reserve Staging Area Project, located at 21470 Gavilan Road, Perris, CA 92570
 - c. The Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, and Performance Bond for the Construction Improvements, all applicable DISTRICT, State and Federal requirements for the project;
 - d. The General Provisions; Special Provisions (Technical Specifications); plans and drawings; and any addenda issued for the project;
 - e. Any change orders issued for the project;
 - f. Any additional or supplemental specifications or drawings issued for the project; and
 - Meeting minutes and any other documents contained in the Project Manual.

The above listed documents are by this reference incorporated herein with like effect as if here set forth in full. Upon the proper issuance of other documents, they shall likewise be deemed incorporated.

- 4. <u>The Work:</u> CONTRACTOR shall do all things necessary to accomplish the work described in the Contract Documents and shall commence after receipt of the Notices to Proceed at the time and date specified by the DISTRICT.
- 5. <u>Contract Time</u>: This Contract shall remain in effect until all work has been completed, Notice of Completion has been issued by the DISTRICT, and all payments have been made to Contractor. All work is to be completed within <u>(120 calendar days)</u> following the date specified in DISTRICT's written order.

to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147 Thank you.

REQUEST FOR BIDS PKARC 0247

HARFORD SPRINGS RESERVE STAGING AREA PROJECT, 21470 GAVILAN ROAD, PERRIS, CA 92570 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

6. <u>Compensation</u>: CONTRACTOR shall be paid the following total amount in the manner set forth in the Contract Documents:

A. BASE BID:

Provide base bid scope in accordance with the Contract Documents for (PKARC 0247) the **Construction Improvements for Harford Springs Reserve Staging Area Project**, located at 21470 Gavilan Road, Perris, CA 92570 price indicated below:

NOTE: Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the Bid Alternate items.

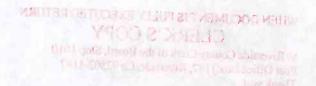
Base Bid: Two Hundred Forty-One Thousand Three Hundred Ninety Dollars

\$(241.390.00),including all applicable taxes, licenses, Bonds, contingency AND Course of **Construction Builders Risk Insurance.**

- B. BID ALTERNATES: None.
- C. TOTAL BID AMOUNT (GRAND SUM TOTAL OF BASE BID AND BID ALTERNATES):

Two Hundred Forty-One Thousand Three Hundred Ninety Dollaars \$(241.390.00), including all applicable taxes, licenses, Bonds AND Course of Construction Builders Risk Insurance.

NOTE: Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the bid alternate items.



HARFORD SPRINGS RESERVE STAGING AREA PROJECT, 21470 GAVILAN ROAD, PERRIS, CA 92570 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth on Page 1 of this Construction Contract.

CONTRACTOR: THREE PEAKS
Ву:
Name:
Title:
Date:

DISTRICT:

RIVERSIDE COUNTY REGIONAL PARK and OPEN-SPACE DISTRICT

By: Just Way

Chuck Washington Chairman Board of Directors

DATE: 05/25/202

ATTEST:

CLERK OF THE BOARD KECIA HARPER

Deputy

APPROVED AS TO FORM:

GREGORY P. PRIAMOS COUNTY COUNSEL

Ву:_____

Kristine Bell-Valdez Supervising Deputy County Counsel

DATE: 5/14/2021

REQUEST FOR BIDS
HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

PKARC 0247
Bond No.: 024251326
Premium: \$3,476.00
Subject to Adjustment Based on Final Contract Price

PERFORMANCE BOND

(Public Work – Public Contract Code Section 20129 (b))
(Page 1 of 3)

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract; NOW THEREFORE, we, the Principal and The Ohio Casualty Insurance Company

("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto District in the penal sum of Two Hundred Forty One Thousand Three Hundred Ninety & 00/100 Dollars (\$ 241,390.00), this amount being not less than one hundred percent (100%) of the total sum payable by District under the Contract at the time the Contract is awarded by District to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by District, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by District, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by District to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by District or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by District

HARFORD SPRINGS RESERVE STAGING AREA PROJECT, 21470 GAVILAN ROAD, PERRIS, CA 92570

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

PERFORMANCE BOND (Page 2 of 3)

as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by District under the Contract and any modifications thereto, less the amount previously paid by District to the Principal and less amounts that District is authorized to withhold under the terms of the Contract.

If District determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of District and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than District or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by District and judgment or award is entered in favor of District as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the District.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

REQUEST FOR BIDS
HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

(Remainder of page intentionally left blank)

PERFORMANCE BOND (Page 3 of 3)

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing District's rights against the others.

	Three Peaks Corp.
	(Proper name of Principal)
Corporate Seal of Principal, if Corporation)	By: Coffin
	Signature of Principal authorized representative
	Erik Simmons, President
	Print or type authorized representative's Name
	P.O. Box 101, Calimesa, CA 92320
	Print or type Principal's Address
Corporate Seal of Surety)	The Ohip Casualty Insurance Company Surety
Corporate Sear of Surety)	By:
Bust to, odes	Attorney-in-Fact Lawrence F. McMahon
Attach Attorney-in-Fact Certificate and Required	
Acknowledgments)	Alliant Insurance Services, Inc.
	Name and Address of California Agent of Surety

701 B Street, 6th Floor, San Diego, CA 92101

REQUEST FOR BIDS
HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

PKARC 0247

619-238-1828

Telephone Number of California Agent of Surety

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189 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 San Diego APR 2 1 2021 before me, Janice R. Martin , Notary Public, Insert Name of Notary exactly as it appears on the official seal personally appeared Lawrence F. McMahon Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(*) whose name(*) is/#/# subscribed to the within instrument and acknowledged to me that he/#//#/#/#/ executed the same in his/\(\text{if}\) authorized capacity(\(\text{if}\)), and that by his/\(\text{if}\) signature(\(\text{if}\)) on the instrument the person(\$), or the entity upon behalf of which the person(\$) acted, executed the instrument. JANICE R. MARTIN Notary Public - California I certify under PENALTY OF PERJURY under the laws of San Diego County the State of California that the foregoing paragraph is true Commission # 2330969 and correct. My Comm. Expires Jul 29, 2024 Witness my hand and official seal. Signature Signature of Notary Public Janice R. Martin Place Notary Seal Above OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document. **Description of Attached Document** Title or Type of Document: Number of Pages: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: Individual ☐ Individual ☐ Corporate Officer — Title(s): ____ ☐ Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General Partner ☐ Limited ☐ General Attorney in Fact ☐ Attorney in Fact RIGHT THUMBPRINT RIGHT THUMBPRINT Trustee OF SIGNER OF SIGNER ☐ Trustee ☐ Guardian or Conservator ☐ Guardian or Conservator Top of thumb here Top of thumb here Other: Other: Signer is Representing: Signer is Representing. Surety Company



Liberty Mutual Surety 1001 4th Ave Ste 3800 Office: 206-473-3533

As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Liberty Mutual Insurance Company ("LMIC") on behalf of itself and the companies listed below has authorized its Attorneys-in-Fact to affix its corporate seal for surety obligations in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact:

Liberty Mutual Insurance Company Liberty Mutual Fire Insurance Company The Ohio Casualty Insurance Company West American Insurance Company Safeco Insurance Company of America American States Insurance Company

Please note that the digital seal utilized by our authorized agents will also include their agency specific reference number.

LMIC agrees and affirms on behalf of itself and the other companies listed herein, that the digital corporate seal referenced above has the same binding effect when affixed to a bond or a Power of Attorney document as if it were a raised corporate seal.

Effective this 23rd day of March, 2020.

Renee C. Llewellyn, Assistant Secretary



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	x 8197174

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,
Janice Martin, Lawrence F. McMahon, Sarah Myers

all of the city of each individually if there be more than one named, its true and lawful attorney-in-fact to make, all of the city of San Diego state of CA each individuality 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 23rd day of October , 2018 .





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company

State of PENNSYLVANIA

County of MONTGOMERY SS

On this 23rd 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.



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 Mutua Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

The Child Casualty Insurance Company
West American Insurance C

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-infact 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 21st day of April , 2021







LMS-12873 LMIC OCIC WAIC Multi Co_062018

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 before me, SHOIT, NOTAM PUBLIC

Here Insert Name and Title of the Officer personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person whose name (**) 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 on the instrument the person or the entity upon behalf of which the person exacted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing S. HOLT paragraph is true and correct. Notary Public - California Riverside County WITNESS my hand and official seal. Commission # 2297461 Comm. Expires Aug 14, 2023 Place Notary Seal and/or Stamp Above Signature of Notary Public **OPTIONAL** Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: _ Document Date: Number of Pages: _ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Corporate Officer - Title(s): ☐ Corporate Officer - Title(s):

□ Partner - □ Limited □ General

□ Individual

Signer is Representing:

□ Trustee

□ Other:

□ Attorney in Fact

□ Guardian or Conservator

Signer is Representing:

□ Individual

□ Trustee

☐ Other:

☐ Partner — ☐ Limited ☐ General

□ Attorney in Fact

□ Guardian or Conservator

HARFORD SPRINGS RESERVE STAGING AREA PROJECT, 21470 GAVILAN ROAD, PERRIS, CA 92570 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

Bond No.: 024251326
Premium Included in Performance Bond

PAYMENT BOND

(Public Work - Civil Code Sections 9550 et seq.)
(Page 1 of 2)

WHEREAS, the Riverside County Regional Park and Open-Space District ("District") has awarded Construction Contract Number: <u>BID # PKARC 0247</u> ("Contract") to the undersigned <u>Three Peaks Corp</u>, as Principal ("Principal") to perform the work ("Work") for the following project: <u>Harford Springs Reserve Staging Area Project</u>.

WHEREAS, said Principal is required by the Contract and/or by the California Civil Code Section 9550 et seq. to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and The Ohio Casualty Insurance Company

("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto District in the penal sum of Two Hundred Forty-One Thousand

Three Hundred Ninety Dollars \$(241,390.00), this amount being not less than one hundred percent (100%) of the total sum payable by District under the Contract at the time the Contract is awarded by District to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by District, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by District or Principal.

PAYMENT BOND

Page 2 of 2

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing District's rights against the others.

Three Peaks Corp.
(Proper name of Principal)
By: Clair
Signature of Principal authorized representative
Erik Simmons, President
Print or type authorized representative's Name
P.O. Box 101, Calimesa, CA 92320
Print or type Principal's Address
The Ohio Casualty Insurance Company
Surety
By: Attorney in-Fact Lawrence F. McMahon
Alliant Insurance Services, Inc.
Name and Address of California Agent of Surety
701 B Street, 6th Floor
San Diego, CA 92101 619-238-1828
010 200 1020

Note: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189 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 San Diego APR 2 1 2021 before me, Janice R. Martin , Notary Public, Insert Name of Notary exactly as it appears on the official seal personally appeared Lawrence F. McMahon Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(粉) whose name(粉) is/排件 subscribed to the within instrument and acknowledged to me that he/剂性机构 executed the same in his/形件机构 authorized capacity(排料). and that by his///#//### signature(#) on the instrument the person(#), or the entity upon behalf of which the person(#) JANICE R. MARTIN acted, executed the instrument. iotary Public - California San Diego County I certify under PENALTY OF PERJURY under the laws of Commission # 2330969 the State of California that the foregoing paragraph is true My Comm. Expires Jul 29, 2024 and correct. Witness my hand and official seal. Signature of Notary Public Janice R. Martin Place Notary Seal Above - OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document. **Description of Attached Document** Title or Type of Document: Number of Pages: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Individual ☐ Individual ☐ Corporate Officer — Title(s): Corporate Officer — Title(s): ☐ Limited ☐ General ☐ Partner ☐ Limited ☐ General ☐ Partner RIGHT THUMBPRINT Attorney in Fact ☐ Attorney in Fact RIGHT THUMBPRINT OF SIGNER ☐ Trustee OF SIGNER Trustee ☐ Guardian or Conservator Guardian or Conservator Top of thumb here Top of thumb here Other: Other: Signer is Representing: Signer is Representing: Surety Company



Liberty Mutual Surety 1001 4th Ave Ste 3800 Office: 206-473-3533

As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Liberty Mutual Insurance Company ("LMIC") on behalf of itself and the companies listed below has authorized its Attorneys-in-Fact to affix its corporate seal for surety obligations in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact:

Liberty Mutual Insurance Company
Liberty Mutual Fire Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
Safeco Insurance Company of America
American States Insurance Company

Please note that the digital seal utilized by our authorized agents will also include their agency specific reference number.

LMIC agrees and affirms on behalf of itself and the other companies listed herein, that the digital corporate seal referenced above has the same binding effect when affixed to a bond or a Power of Attorney document as if it were a raised corporate seal.

Effective this 23rd day of March, 2020.

Renee C. Llewellyn, Assistant Secretary

value guarantees. credit, Ö letter ual va loan, k note, l Not valid for mortgage, currency rate, interest r



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:	8197174
Col discaso 140.	0101117

on any business day

EST

To confirm the vi 1-610-832-8240

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, the	at
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 organiz	ed
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,	
Janice Martin, Lawrence F. McMahon, Sarah Myers	

all of the city of each individually if there be more than one named, its true and lawful attorney-in-fact to make, San Diego state of 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

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 23rd day of October , 2018 .

NSU





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

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY SS

2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance On this 23rd day of October 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

alidity of this Power of Attorney between 9:00 am and 4:30 pm 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: validity

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 - 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-infact 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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of







Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018

□ Guardian or Conservator

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 before me, & Holt, Notary Public

Here Insert Name and Title of the Officer personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person whose name subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his her/their authorized capacity(125), and that by his/her/their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing S. HOLT Notary Public - California paragraph is true and correct. **Riverside County** Commission # 2297461 WITNESS my hand and official seal. My Comm. Expires Aug 14, 2023 Signature of Notary Public Place Notary Seal and/or Stamp Above **OPTIONAL** Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: Document Date:_ Number of Pages: _ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Corporate Officer - Title(s): ☐ Corporate Officer - Title(s): _ ☐ Partner - ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General □ Attorney in Fact □ Individual ☐ Attorney in Fact □ Individual

□ Trustee

Signer is Representing:

☐ Other:

□ Guardian or Conservator

Signer is Representing:

□ Trustee

☐ Other:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/20/2021

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).

المشمة				NAME: JESSICA	GUNZALEZ				
ater	BRAD GLASSCO, AGE	NT		PHONE (A/C, No, Ext): 909-79	4-7707	FAX (A)C No.	909-79	4-1941	
31321 OUTER HIGHWAY 10 REDLANDS, CA 92373				E-MAIL ADDRESS: JESSICA@BRADGLASSCO.COM					
	WEDENINDS, CM 32373					DING COVERAGE		NAIC#	
O. Under				INSURER A : State Fa	ımı Mutual Au	tomobile Insurance Con	npany	25178	
SURED	TI IMPERIOR AND ALLER			INSURER B:					
	THREE PEAKS CORP			INSURER C:	Aller and the	and the second			
	1025 CALIMESA BLVD STE	6		INSURER D:	Charles				
	CALIMESA, CA 92320			INSURER E :					
				INSURER F:					
OVER	RAGES CER	TIFICATE	NUMBER:			REVISION NUMBER:			
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-	3					PERSONAL & ADV INJURY	\$		
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-	POLICY JECT LOC					PRODUCTS - COMP/OP AGG	\$		
-	OTHER:						\$		
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X						BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per acciden	t) \$		
X	HIRED NON-OWNED					PROPERTY DAMAGE	\$		
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-	EXCESSIVE					EACH OCCURRENCE	\$		
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ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$		
(Mar	ndatory in NH)					E.L. DISEASE - EA EMPLOYE	E S		
If ye	es describe under SCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT			
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					re space is requi	rea)			
oject.	Harford Springs Reserve Staging A	viea Proje	ct 214/0 Gavilan Road Pe	ems, CA 92570					
e DIS	STRICT (including its officers, emplo	vees, agei	nts and independent contr	actors) and the Count	ty of Riverside	(including its officers e	mplovee	s. agents ar	
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1001486 132849.13 04-22-2020



CERTIFICATE OF LIABILITY INSURANCE

Acct# 2525991

DATE (MM/DD/YYYY) 4/20/2021

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.

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PRODUCER Willis Towers Watson Midwest, Inc. 5700 W 112th Street, Ste. 100 Overland Park, KS 66211			NAME PHON (A/C.) E-MA	CONTACT NAME: PHONE (A/C, No. Ext): 844-290-4908 E-MAIL ADDRESS: BBSIcerts@locktonaffinity.com						
Ov	erialid Park, NS 00211			AUUN	200.	- OVER S	RDING COVERAGE	0.0	NAIC#	
				Men	RER A : Ace Ame				22667	
	JRED					noun mouranoc	3 00.		22007	
Barrett Business Services, Inc. L/C/F THREE PEAKS CORP.					INSURER B:					
	D. BOX 101				INSURER C:					
CA	LIMESA, CA 92320				RER D:				_	
					RER E :					
CO	VERAGES CER	TIFIC	ATE	NUMBER:	RER F:		DEVICION NUMBER.			
T IN C	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	OF IN	SURA EMENT	NCE LISTED BELOW HAVE BE T, TERM OR CONDITION OF A HE INSURANCE AFFORDED BY	NY CONTRACT	THE INSURE OR OTHER I	DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO	T TO W	HICH THIS	
INSR	TYPE OF INSURANCE	ADDL S	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	COMMERCIAL GENERAL LIABILITY			The state of the s	100000000000000000000000000000000000000			\$		
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED	\$		
								\$		
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	GEN'L AGGREGATE LIMIT APPLIES PER:							\$		
	POLICY PRO- JECT LOC							\$		
	OTHER:							\$		
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	EVCERSIAR				J. by 1			\$		
	CLAIMS-MADE							\$		
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	AND EMPLOYERS' LIABILITY					73 to 14		- 2.000.00	20	
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	X	C68620491	9/1/2020	9/1/2021		\$ 2,000,00		
	(Mandatory in NH) If yes, describe under				3 8 9 9	Hari-	E.L. DISEASE - EA EMPLOYEE			
-	DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 2,000,00	00	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD 1	01, Additional Remarks Schedule, may	be attached if mo	re space is requir	red)			
Pol Wa The	icy State = CA iver of Subrogation in favor of certificate holder when DISTRICT (including its officers, employees, agents bers, employees, agents and independent contractors a Project 21470 Gavilan Road Perris, CA 92570	required and inde	by writte	en contract t contractors) and the County of Riversid	e (including its					
CE	RTIFICATE HOLDER				CANC	ELLATION				
Riverside County Regional Park And Open-Space District 4600 Crestmore Road Jurupa Valley, CA 92509				-Space District	THE E	EXPIRATION D. CORDANCE WITH	ABOVE DESCRIBED POLICIES BI ATE THEREOF, NOTICE W H THE POLICY PROVISIONS.			
					AUTHO	RIZED REPRESE				

Named Insured	Endorsement Number
Barrett Business Services, Inc.	
L/C/F THREE PEAKS CORP.	Policy Number
P.O. BOX 101	Symbol: Number: C68620491
CALIMESA, CA 92320	
Policy Period	Effective Date of Endorsement
9/1/2020 TO 9/1/2021	4/20/2021
Issued By (Name of the Insurance Company) Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be complete.	leted only when this endorsement is issued subsequent to the preparation of the policy.
	T TO RECOVER FROM OTHERS ENDORSEMENT provided by the policy because California is shown in Item

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. () Specific Waiver Name of person or organization:

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:
- 3. Premium:

The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: INCLUDED

Authorized Agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2021

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 Whitney Oaks Insurance Services Inc.	CONTACT Rachel Silva					
1221 Pleasant Grove Blvd., Ste. 180	PHONE (A/C, No, Ext): (916)415-1930 FAX (A/C, No): (916)	6)415-1931				
Roseville, CA 95678	E-MAIL ADDRESS: csr@whitneyoaksinsurance.com					
License #: 0F74432	INSURER(S) AFFORDING COVERAGE	NAIC#				
	INSURER A: Gemini Insurance Company					
INSURED	INSURER B: Ohio Casualty Insurance Company	24074				
Three Peaks Corp	INSURER C:					
1025 Calimesa Blvd., Suite 6	INSURER D:					
Calimesa, CA 92320	INSURER E:					
	INSURER F:					

COVERAGES

CERTIFICATE NUMBER: 00003330-1535379

REVISION NUMBER: 103

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY Y Y CLAIMS-MADE X OCCUR	VCGP026407	03/20/2021	03/20/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000 50,000	
			Mary H.V.			MED EXP (Any one person)	\$	5,000
						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER: AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO					BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	- woodcoaled - S
							\$	
A	UMBRELLA LIAB X OCCUR		VCFX001270	03/20/2021	03/20/2022	EACH OCCURRENCE	\$	4,000,000
	X EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	4,000,000
	DED RETENTION\$			and the second second			\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)	NYA				E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below			a visita de la		E.L. DISEASE - POLICY LIMIT	\$	
В	Installation Floater		BMO60061187	07/08/2020	07/08/2021			347,178
В	Inland Marine		BMO61542003	06/17/2020	06/17/2021	Equipment/Tools		287,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Riverside County Regional Park and Open-Space District; the DISTRICT (including its officers, employees, agents and independent contractors) and the County of Riverside (including its officers, employees, agents and independent contractors) are named additional insured.

Project Location: Harford Springs Reserve Staging Area Project - 21470 Gavilan Road Perris, CA 92570

CERTIFICATE HOLDER	CANCELLATION			
Riverside County Regional Park Open-Space District 4600 Crestmore Road	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Jurupa Valley, CA 92509	AUTHORIZED REPRESENTATIVE (RJS) (RJS)			

Policy Number: VCGP026407

Insured Name: Three Peaks Corp.

Number: 39

CG 20 10 12 19

Effective Date:03/20/2021

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

ile
Location(s) Of Covered Operations
All locations for which you have agreed in a written and executed contract prior to an "occurrence."

- 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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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:

- 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Policy Number: VCGP026407

Insured Name: Three Peaks Corp. Number: 43

CG 20 37 12 19

Effective Date: 03/20/2021

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule			
Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations		
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence."		

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:

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Policy Number: VCGP026407
Insured Name: Three Peaks Core

Insured Name: Three Peaks Corp. Number: 46

CG 24 04 12 19

Effective Date: 03/20/2021

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

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

Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Policy Number: VCGP026407 Insured Name: Three Peaks Corp.

Number: 52

VE 09 73 04 20

Effective Date: 03/20/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

- (1) The additional insured is a Named Insured under such other Commercial General Liability insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

NOTICE OF EXEMPTION

PROJECT TITLE	Multi Species Reserve Agreement No. 200761			
PROJECT LOCATION	Southwest Riverside County Multi Species Reserve 37701 Warren Rd, Winchester, CA 92596	COUNTY	Riverside	
LEAD AGENCY	Riverside County Regional Park and Open Space District - Natural Resources Division			
CONTACT	Analicia Gomez, Senior Park Planner	PHONE	(951)955-6998	
ADDRESS	4600 Crestmore Road, Jurupa Valley CA 92509			

PROJECT DESCRIPTION

The Project is a lease renewal between the Metropolitan Water District and the Riverside County Regional Park and Open-Space District (RivCoParks) for the management of the Multi-Species Reserve in southwestern Riverside County (the Reserve). The Reserve consists of approximately 14,000 acres of conserved land situated around Diamond Valley Lake and Lake Skinner. The Reserve is managed by RivCoParks for the benefit of 31 species covered under the Southwestern Riverside County MSHCP. Dominant habitat types on the Reserve consist of Riversidean sage scrub, cottonwood/willow riparian, oak woodland, grasslands, and chaparral at higher elevations.

EXEMPTION S	TATUS				
\boxtimes	Categorical Exemption	Type/Section: Class	4§15317 Open space contracts and easements		
	Statutory Exemption (state code section):				
	Ministerial (§21080(b)(1); 15268)				
	Declared Emergency (§21080(b)(3); 15269(a))				
	Emergency Project (§2108	80(b)(4); 15269(b)(c))			

REASONS PROJECT IS EXEMPT

This project meets the requirements of a Class 1 Categorical Exemption "15317 – Open space contracts and easements." Class 17 consists of the establishment of agricultural preserves, the making and renewing of open space contracts under the Williamson Act, or the acceptance of easements or fee interests in order to maintain the open space character of the area. The cancellation of such preserves, contracts, interests, or easements is not included and will normally be an action subject to the CEQA process.

DATE RECEIVED FOR FILING

Analieia Gomez Senior Parks Planner

Riverside County Regional Park and Open Space District

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

Date

Initia



Riverside County Regional Park and Open-Space District

Kyla Brown, Parks Director/General Manager | Erin Gettis, Assistant Director

DATE:

May 21, 2021

TO:

Mary Ann Meyer

FROM:

Jeanne McLeod

RE:

Accounting String for Internal Charges - Notice of Exemption

Please utilize the accounting string below to charge the Park District for the Notice of Exemption fees for the following project:

2020/21-049 Multi-Species Reserve Agreement No 200761

FUND

DEPTID

ACCOUNT

PROJECT

25400

931210

537080

Please provide a copy of the posted journal via email to Parks-Finance@rivco.org

If you have any questions or experience any difficulties in using the above accounting string, please do not hesitate to contact me.

Thank you,

Jeanne McLeod

Contracts and Grants Analyst

(951) 955-3819

