

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



737 D

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

May 18, 2010

SUBJECT: Project Award – Menifee – Hawthorne Avenue Storm Drain, Stage 1
Project No. 4-0-00163-01

RECOMMENDED MOTION:

The Board approve the low bid submitted by the firm of KIP, Incorporated for \$1,548,962.05, for the construction of the above referenced project.

Authorize the Chairman to execute the contract on behalf of the District.

BACKGROUND:

The bid documents have been reviewed and approved for award by County Counsel.

FINANCIAL:

Funds are included in the District's FY 2009-2010 and FY 2010-2011 Zone 4 budget for this project.

Warren D. Williams

WARREN D. WILLIAMS

General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$516,320.67	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$1,032,641.38	For Fiscal Year:	09-10 & 10-11

SOURCE OF FUNDS:

25140 947460 527980 Zone 4 Const/Maint/Misc-Contracts

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*
Alex Gann

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 18, 2010
xc: Flood

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.:

District: 3rd

Agenda Number:

11.5

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: 5/18/10
NEAL R. KIPNIS
Departmental Concurrence

APPROVED
TAMM CHAND, FINANCIAL DIRECTOR
5/18/10

APPROVED
5/18/10

Dep't Recomm.: ☐ Policy ☐ Consent ☐ Policy ☐ Consent

Per Exec. Ofc.: ☐ Policy ☐ Consent ☐ Policy ☐ Consent

Riverside County Flood Control & Water Conservation District

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax: 951.788.9965



Bid Summary

Project Name: MENIFEE - HAWTHORNE AVENUE STORM DRAIN, STAGE 1

Project Number: 4-0-0163-01

Bid Open Date: 04/15/2010

<i>Total</i>	<i>Contractor Name</i>	<i>Address</i>	<i>Phone</i>
\$1,548,962.05	KIP, INCORPORATED	25740 Washington Avenue Murrieta, CA 92562	
\$1,771,043.00	GARCIA JUAREZ CONSTRUCTION, INC.	Post Office Box 309 Brea, CA 92822	562.984.7340
\$1,864,284.00	BERT W. SALAS, INC.	10748 KEITH STREET SANTEE, CA 92071	
\$1,864,650.00	WEKA, INC.	826 Brookside Avenue, Suite G Redlands, CA 92373	909.798.3221
\$1,880,899.00	KEC ENGINEERING	200 N. Sherman Avenue Corona, CA 92882	951-734-3010
\$1,897,852.00	TRAUTWEIN CONSTRUCTION	14046 Santa Ana Avenue Fontana, CA 92337	
\$1,946,654.00	SUKUT CONSTRUCTION, INC.	4010 West Chandler Avenue Santa Ana, CA 92704	
\$1,949,298.20	RODRIGUEZ BROTHERS ENGINEERING, INC.	2023 S. Bon View Drive Ontario, CA 91761	909.923.2837
\$1,968,067.50	RIVERSIDE CONSTRUCTION	Post Office Box 1146 Riverside, CA 92502	951-682-8308
\$2,028,688.50	BELCZAK AND SONS	Post Office Box 3196 Orange, CA 92665	714-998-5920
\$2,157,748.00	ALCON COLORADO ENGINEERING, INC.	Post Office Box 892305 Temecula, CA 92589	951.461.3302
\$2,275,774.15	CASS CONSTRUCTION, INC.	Post Office Box 309 El Cajon, CA 92022-0309	619.590.0929
\$2,355,401.00	DOTY BROS. EQUIPMENT COMPANY	11232 E. Firestone Boulevard Norwalk, CA 90650	562.864.6566
\$2,438,093.10	VIDO ARTUKOVICH & SONS, INC. / VIDMAR, INC. A JV	11155 Rush Street South El Monte, CA 91733	626.444.4286
\$2,657,274.00	SANDOVAL PIPELINE ENG.	13052 Whittram Avenue Rancho Cucamonga, CA 91739	909.463.4882
\$3,479,504.00	T.B.U., INC.	240 Maple Avenue, Suite A Beaumont, CA 92223	951.769.0647
\$3,590,366.00	NORSTAR PLUMBING AND ENGINEERING, INC.	8780 19th Street #310 Alta Loma, CA 91701	909.481.9488
\$2,091,816.00	RCFC Engineer's Estimate		

Riverside County Flood Control & Water Conservation District

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax: 951.788.9965



Bid Abstract

Project Name: MENIFEE - HAWTHORNE AVENUE STORM DRAIN, STAGE 1

Project Number: 4-0-0163-01

Bid Open Date: 04/15/2010

ENGINEER'S ESTIMATE
KIP, INCORPORATED
GARCIA JUAREZ
CONSTRUCTION, INC.

Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$80,000.00	\$80,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00
2 WATER CONTROL	L.S.	1	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00
3 TRAFFIC CONTROL	L.S.	1	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$2,000.00	\$2,000.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$15,000.00	\$15,000.00	\$22,000.00	\$22,000.00	\$20,000.00	\$20,000.00
5 EXCAVATION	C.Y.	19,387	\$15.00	\$290,805.00	\$5.15	\$99,843.05	\$3.00	\$58,161.00
6 ROCK EXCAVATION	C.Y.	700	\$200.00	\$140,000.00	\$70.00	\$49,000.00	\$50.00	\$35,000.00
7 ASPHALT CONCRETE EXCAVATION	S.F.	780	\$0.50	\$390.00	\$4.50	\$3,510.00	\$1.00	\$780.00
8 BACKFILL	C.Y.	8,057	\$10.00	\$80,570.00	\$5.00	\$40,285.00	\$5.00	\$40,285.00
9 CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	3,586	\$50.00	\$179,300.00	\$59.00	\$211,574.00	\$5.00	\$17,930.00
10 FILTER MATERIAL	C.Y.	500	\$50.00	\$25,000.00	\$53.00	\$26,500.00	\$28.00	\$14,000.00
11 TRENCH SAFETY SYSTEM	L.S.	1	\$50,000.00	\$50,000.00	\$8,000.00	\$8,000.00	\$120,000.00	\$120,000.00
12 CLASS "A" CONCRETE	C.Y.	66	\$700.00	\$46,200.00	\$880.00	\$58,080.00	\$800.00	\$52,800.00
13 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	8	\$500.00	\$4,000.00	\$1,050.00	\$8,400.00	\$800.00	\$6,400.00
14 MANHOLE NO. 2	EACH	8	\$6,000.00	\$48,000.00	\$3,800.00	\$30,400.00	\$6,000.00	\$48,000.00
15 MANHOLE NO. 4	EACH	2	\$10,000.00	\$20,000.00	\$5,400.00	\$10,800.00	\$7,000.00	\$14,000.00
16 78" RCP, 1500D, WITH EXTRA COVER	L.F.	504	\$257.00	\$129,528.00	\$195.00	\$98,280.00	\$450.00	\$226,800.00
17 78" RCP, 1500D	L.F.	2,088	\$237.00	\$494,856.00	\$195.00	\$407,160.00	\$275.00	\$574,200.00
18 72" RCP, 1500D	L.F.	872	\$228.00	\$198,816.00	\$170.00	\$148,240.00	\$250.00	\$218,000.00
19 66" RCP, 1500D	L.F.	323	\$174.00	\$56,202.00	\$160.00	\$51,680.00	\$180.00	\$58,140.00
20 48" RCP, 1500D	L.F.	24	\$173.00	\$4,152.00	\$130.00	\$3,120.00	\$160.00	\$3,840.00
21 36" RCP, 1500D	L.F.	4	\$110.00	\$440.00	\$100.00	\$400.00	\$200.00	\$800.00
22 24" RCP, CLASS IV	L.F.	421	\$90.00	\$37,890.00	\$59.00	\$24,839.00	\$120.00	\$50,520.00
23 18" RCP, CLASS IV	L.F.	86	\$80.00	\$6,880.00	\$56.00	\$4,816.00	\$115.00	\$9,890.00
24 AGGREGATE BASE, CLASS 2	C.Y.	180	\$40.00	\$7,200.00	\$85.00	\$15,300.00	\$32.00	\$5,760.00
25 ASPHALT CONCRETE, TYPE "B"	TONS	390	\$100.00	\$39,000.00	\$123.00	\$47,970.00	\$85.00	\$33,150.00
26 TEMPORARY RESURFACING	TONS	121	\$100.00	\$12,100.00	\$150.00	\$18,150.00	\$100.00	\$12,100.00
27 6-FOOT CHAIN LINK FENCE	L.F.	740	\$16.00	\$11,840.00	\$22.00	\$16,280.00	\$45.00	\$33,300.00
28 TEMPORARY FENCING	L.F.	285	\$10.00	\$2,850.00	\$7.00	\$1,995.00	\$1.00	\$285.00
29 3-FOOT CABLE RAILING	L.F.	70	\$10.00	\$700.00	\$40.00	\$2,800.00	\$15.00	\$1,050.00
30 14-FOOT DOUBLE DRIVE GATE	EACH	1	\$2,000.00	\$2,000.00	\$1,450.00	\$1,450.00	\$2,000.00	\$2,000.00

Project Name: MENIFEE - HAWTHORNE AVENUE STORM DRAIN, STAGE 1

Project Number: 4-0-0163-01
Bid Open Date: 04/15/2010

ENGINEER'S ESTIMATE					KIP, INCORPORATED		GARCIA JUAREZ CONSTRUCTION, INC.	
Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
31 MISCELLANEOUS IRON AND STEEL	LBS.	11,738	\$1.50	\$17,607.00	\$1.00	\$11,738.00	\$2.00	\$23,476.00
32 OBJECT MARKERS	EACH	24	\$60.00	\$1,440.00	\$90.00	\$2,160.00	\$100.00	\$2,400.00
33 ROCK SLOPE PROTECTION 1/4-TON CLASS	C.Y.	534	\$50.00	\$26,700.00	\$60.00	\$32,040.00	\$75.00	\$40,050.00
34 FILTER BLANKET, NO. 2 BACKING	C.Y.	137	\$50.00	\$6,850.00	\$60.00	\$8,220.00	\$28.00	\$3,836.00
35 ROCK SLOPE PROTECTION FABRIC	S.Y.	178	\$10.00	\$1,780.00	\$4.00	\$712.00	\$5.00	\$890.00
36 DUST ABATEMENT	L.S.	1	\$10,000.00	\$10,000.00	\$12,500.00	\$12,500.00	\$2,000.00	\$2,000.00
37 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$15,000.00	\$15,000.00	\$9,000.00	\$9,000.00	\$2,000.00	\$2,000.00
38 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$1,000.00	\$1,000.00
39 18-INCH CORRUGATED METAL PIPE 18 GAUGE	L.F.	62	\$60.00	\$3,720.00	\$60.00	\$3,720.00	\$100.00	\$6,200.00
				\$2,091,816.00	\$1,548,962.05		\$1,771,043.00	

Project Name: MENIFEE - HAWTHORNE AVENUE STORM DRAIN, STAGE 1

Project Number: 4-0-0163-01

Bid Open Date: 04/15/2010

BERT W. SALAS, INC.					WEKA, INC.					KEC ENGINEERING				
Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$120,000.00	\$120,000.00	\$88,000.00	\$88,000.00	\$1.00	\$1.00	\$37,000.00	\$37,000.00	\$13,500.00	\$13,500.00	\$9,000.00	\$9,000.00
2 WATER CONTROL	L.S.	1	\$33,400.00	\$33,400.00	\$4,000.00	\$4,000.00	\$1.00	\$1.00	\$13,500.00	\$13,500.00	\$9,000.00	\$9,000.00	\$11.00	\$213,257.00
3 TRAFFIC CONTROL	L.S.	1	\$57,000.00	\$57,000.00	\$9,000.00	\$9,000.00	\$5.00	\$5.00	\$6,584.00	\$6,584.00	\$96,935.00	\$96,935.00		
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$40,000.00	\$40,000.00										
5 EXCAVATION	C.Y.	19,387	\$9.00	\$174,483.00										
6 ROCK EXCAVATION	C.Y.	700	\$89.20	\$62,440.00										
7 ASPHALT CONCRETE EXCAVATION	S.F.	780	\$2.75	\$2,145.00										
8 BACKFILL	C.Y.	8,057	\$7.00	\$56,399.00										
9 CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	3,586	\$60.00	\$215,160.00										
10 FILTER MATERIAL	C.Y.	500	\$47.25	\$23,625.00										
11 TRENCH SAFETY SYSTEM	L.S.	1	\$45,000.00	\$45,000.00	\$12,966.00	\$12,966.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$59,400.00	\$59,400.00	\$7,200.00	\$7,200.00
12 CLASS "A" CONCRETE	C.Y.	66	\$947.00	\$62,502.00	\$850.00	\$56,100.00	\$900.00	\$59,400.00	\$900.00	\$81,000.00	\$5,800.00	\$46,400.00	\$15,000.00	\$15,000.00
13 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	8	\$1,400.00	\$11,200.00	\$780.00	\$6,240.00	\$7,600.00	\$60,800.00	\$11,300.00	\$22,600.00				
14 MANHOLE NO. 2	EACH	8	\$5,500.00	\$44,000.00										
15 MANHOLE NO. 4	EACH	2	\$7,000.00	\$14,000.00										
16 78" RCP, 1500D, WITH EXTRA COVER	L.F.	504	\$179.00	\$90,216.00	\$256.00	\$129,024.00	\$200.00	\$100,800.00	\$200.00	\$417,600.00	\$160.00	\$139,520.00	\$140.00	\$45,220.00
17 78" RCP, 1500D	L.F.	2,088	\$180.50	\$376,884.00	\$252.00	\$526,176.00	\$200.00	\$417,600.00	\$200.00	\$417,600.00	\$100.00	\$2,400.00		
18 72" RCP, 1500D	L.F.	872	\$170.00	\$148,240.00	\$234.00	\$204,048.00	\$160.00	\$139,520.00	\$160.00	\$139,520.00	\$140.00	\$45,220.00		
19 66" RCP, 1500D	L.F.	323	\$147.00	\$47,481.00	\$215.00	\$69,445.00	\$140.00	\$45,220.00	\$140.00	\$45,220.00	\$100.00	\$2,400.00		
20 48" RCP, 1500D	L.F.	24	\$158.00	\$3,792.00	\$170.00	\$4,080.00	\$100.00	\$2,400.00	\$100.00	\$2,400.00				
21 36" RCP, 1500D	L.F.	4	\$148.00	\$592.00	\$171.00	\$684.00	\$100.00	\$400.00	\$100.00	\$400.00				
22 24" RCP, CLASS IV	L.F.	421	\$34.00	\$14,314.00	\$71.00	\$29,891.00	\$28.00	\$11,788.00	\$28.00	\$11,788.00				
23 18" RCP, CLASS IV	L.F.	86	\$58.00	\$4,988.00	\$113.00	\$9,718.00	\$20.00	\$1,720.00	\$20.00	\$1,720.00				
24 AGGREGATE BASE, CLASS 2	C.Y.	180	\$47.50	\$8,550.00	\$30.00	\$5,400.00	\$62.00	\$11,160.00	\$62.00	\$11,160.00				
25 ASPHALT CONCRETE, TYPE "B"	TONS	390	\$98.00	\$38,220.00	\$120.00	\$46,800.00	\$170.00	\$66,300.00	\$170.00	\$66,300.00				
26 TEMPORARY RESURFACING	TONS	121	\$114.00	\$13,794.00	\$85.00	\$10,285.00	\$100.00	\$12,100.00	\$100.00	\$12,100.00				
27 6-FOOT CHAIN LINK FENCE	L.F.	740	\$17.00	\$12,580.00	\$15.00	\$11,100.00	\$25.00	\$18,500.00	\$25.00	\$18,500.00				
28 TEMPORARY FENCING	L.F.	285	\$6.00	\$1,710.00	\$7.00	\$1,995.00	\$8.00	\$2,280.00	\$8.00	\$2,280.00				
29 3-FOOT CABLE RAILING	L.F.	70	\$40.00	\$2,800.00	\$25.00	\$1,750.00	\$40.00	\$2,800.00	\$40.00	\$2,800.00				
30 14-FOOT DOUBLE DRIVE GATE	EACH	1	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00				

Project Name: MENIFEE - HAWTHORNE AVENUE STORM DRAIN, STAGE 1

Project Number: 4-0-0163-01

Bid Open Date: 04/15/2010

Bid Open Date: 04/15/2010

BERT W. SALAS, INC.			WEKA, INC.		KEC ENGINEERING	
Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid
31 MISCELLANEOUS IRON AND STEEL	LBS.	11,738	\$1.50	\$17,607.00	\$1.25	\$14,672.50
32 OBJECT MARKERS	EACH	24	\$75.00	\$1,800.00	\$65.00	\$1,560.00
33 ROCK SLOPE PROTECTION 1/4-TON CLASS	C.Y.	534	\$50.00	\$26,700.00	\$55.00	\$29,370.00
34 FILTER BLANKET, NO. 2 BACKING	C.Y.	137	\$50.00	\$6,850.00	\$34.00	\$4,658.00
35 ROCK SLOPE PROTECTION FABRIC	S.Y.	178	\$4.00	\$712.00	\$1.50	\$267.00
36 DUST ABATEMENT	L.S.	1	\$60,500.00	\$60,500.00	\$4,000.00	\$4,000.00
37 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$15,000.00	\$15,000.00	\$3,953.50	\$3,953.50
38 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
39 18-INCH CORRUGATED METAL PIPE 18 GAUGE	L.F.	62	\$50.00	\$3,100.00	\$65.00	\$4,030.00
				\$1,864,284.00	\$1,864,650.00	
					\$1,880,899.00	

Project Name: MENIFEE - HAWTHORNE AVENUE STORM DRAIN, STAGE 1

Project Number: 4-0-0163-01
Bid Open Date: 04/15/2010

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TRAUTWEIN CONSTRUCTION				SUKUT CONSTRUCTION, INC.		RODRIGUEZ BROTHERS ENGINEERING, INC.	
Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid
1 MOBILIZATION	L.S.	1	\$90,000.00	\$90,000.00	\$176,000.00	\$176,000.00	\$50,000.00
2 WATER CONTROL	L.S.	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$15,000.00
3 TRAFFIC CONTROL	L.S.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00
5 EXCAVATION	C.Y.	19,387	\$3.00	\$58,161.00	\$9.00	\$174,483.00	\$8.00
6 ROCK EXCAVATION	C.Y.	700	\$75.00	\$52,500.00	\$250.00	\$175,000.00	\$140.00
7 ASPHALT CONCRETE EXCAVATION	S.F.	780	\$10.00	\$7,800.00	\$2.20	\$1,716.00	\$5.00
8 BACKFILL	C.Y.	8,057	\$2.00	\$16,114.00	\$13.00	\$104,741.00	\$12.00
9 CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	3,586	\$65.00	\$233,090.00	\$62.00	\$222,332.00	\$50.00
10 FILTER MATERIAL	C.Y.	500	\$22.00	\$11,000.00	\$35.00	\$17,500.00	\$30.00
11 TRENCH SAFETY SYSTEM	L.S.	1	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$30,000.00
12 CLASS "A" CONCRETE	C.Y.	66	\$1,000.00	\$66,000.00	\$1,378.00	\$90,948.00	\$1,150.00
13 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	8	\$1,000.00	\$8,000.00	\$880.00	\$7,040.00	\$1,050.00
14 MANHOLE NO. 2	EACH	8	\$6,000.00	\$48,000.00	\$7,500.00	\$60,000.00	\$7,500.00
15 MANHOLE NO. 4	EACH	2	\$7,500.00	\$15,000.00	\$7,400.00	\$14,800.00	\$8,500.00
16 78" RCP, 1500D, WITH EXTRA COVER	L.F.	504	\$300.00	\$151,200.00	\$207.00	\$104,328.00	\$250.00
17 78" RCP, 1500D	L.F.	2,088	\$300.00	\$626,400.00	\$175.00	\$365,400.00	\$240.00
18 72" RCP, 1500D	L.F.	872	\$200.00	\$174,400.00	\$167.00	\$145,624.00	\$230.00
19 66" RCP, 1500D	L.F.	323	\$200.00	\$64,600.00	\$150.00	\$48,450.00	\$210.00
20 48" RCP, 1500D	L.F.	24	\$200.00	\$4,800.00	\$220.00	\$5,280.00	\$150.00
21 36" RCP, 1500D	L.F.	4	\$100.00	\$400.00	\$478.00	\$1,912.00	\$100.00
22 24" RCP, CLASS IV	L.F.	421	\$100.00	\$42,100.00	\$61.00	\$25,681.00	\$75.00
23 18" RCP, CLASS IV	L.F.	86	\$100.00	\$8,600.00	\$158.00	\$13,588.00	\$60.00
24 AGGREGATE BASE, CLASS 2	C.Y.	180	\$30.00	\$5,400.00	\$80.00	\$14,400.00	\$50.00
25 ASPHALT CONCRETE, TYPE "B"	TONS	390	\$80.00	\$31,200.00	\$87.00	\$33,930.00	\$120.00
26 TEMPORARY RESURFACING	TONS	121	\$100.00	\$12,100.00	\$89.00	\$10,769.00	\$70.00
27 6-FOOT CHAIN LINK FENCE	L.F.	740	\$20.00	\$14,800.00	\$19.80	\$14,652.00	\$20.00
28 TEMPORARY FENCING	L.F.	285	\$10.00	\$2,850.00	\$7.40	\$2,109.00	\$10.00
29 3-FOOT CABLE RAILING	L.F.	70	\$25.00	\$1,750.00	\$26.40	\$1,848.00	\$30.00
30 14-FOOT DOUBLE DRIVE GATE	EACH	1	\$1,500.00	\$1,500.00	\$1,540.00	\$1,540.00	\$1,800.00

Project Name: MENIFEE - HAWTHORNE AVENUE STORM DRAIN, STAGE 1

Project Number: 4-0-0163-01
Bid Open Date: 04/15/2010

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		TRAUTWEIN CONSTRUCTION			SUKUT CONSTRUCTION, INC.			RODRIGUEZ BROTHERS ENGINEERING, INC.		
<i>Item No. & Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
31 MISCELLANEOUS IRON AND STEEL	LBS.	11,738	\$1.50	\$17,607.00	\$1.50	\$17,607.00	\$1.40	\$16,433.20		
32 OBJECT MARKERS	EACH	24	\$100.00	\$2,400.00	\$137.50	\$3,300.00	\$60.00	\$1,440.00		
33 ROCK SLOPE PROTECTION 1/4-TON CLASS	C.Y.	534	\$40.00	\$21,360.00	\$53.00	\$28,302.00	\$65.00	\$34,710.00		
34 FILTER BLANKET, NO. 2 BACKING	C.Y.	137	\$40.00	\$5,480.00	\$52.00	\$7,124.00	\$30.00	\$4,110.00		
35 ROCK SLOPE PROTECTION FABRIC	S.Y.	178	\$50.00	\$8,900.00	\$14.00	\$2,492.00	\$10.00	\$1,780.00		
36 DUST ABATEMENT	L.S.	1	\$5,000.00	\$5,000.00	\$550.00	\$550.00	\$12,000.00	\$12,000.00		
37 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00		
38 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$5,000.00	\$5,000.00	\$550.00	\$550.00	\$10,000.00	\$10,000.00		
39 18-INCH CORRUGATED METAL PIPE 18 GAUGE	L.F.	62	\$70.00	\$4,340.00	\$59.00	\$3,658.00	\$40.00	\$2,480.00		
				\$1,897,852.00	\$1,946,654.00		\$1,949,298.20			

Project Name: MENIFEE - HAWTHORNE AVENUE STORM DRAIN, STAGE 1

Project Number: 4-0-0163-01
Bid Open Date: 04/15/2010

Item No. & Description	Unit	Quantity	RIVERSIDE CONSTRUCTION		BELCZAK AND SONS		ALCON COLORADO ENGINEERING, INC.	
			Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$115,000.00	\$115,000.00	\$60,000.00	\$60,000.00	\$20,504.00	\$20,504.00
2 WATER CONTROL	L.S.	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$24,064.00	\$24,064.00
3 TRAFFIC CONTROL	L.S.	1	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$50,958.00	\$50,958.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$64,000.00	\$64,000.00	\$20,000.00	\$20,000.00	\$42,297.00	\$42,297.00
5 EXCAVATION	C.Y.	19,387	\$2.50	\$48,467.50	\$10.00	\$193,870.00	\$17.00	\$329,579.00
6 ROCK EXCAVATION	C.Y.	700	\$215.00	\$150,500.00	\$75.00	\$52,500.00	\$90.00	\$63,000.00
7 ASPHALT CONCRETE EXCAVATION	S.F.	780	\$1.25	\$975.00	\$0.50	\$390.00	\$19.00	\$14,820.00
8 BACKFILL	C.Y.	8,057	\$1.00	\$8,057.00	\$12.00	\$96,684.00	\$8.00	\$64,456.00
9 CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	3,586	\$82.00	\$294,052.00	\$70.00	\$251,020.00	\$61.00	\$218,746.00
10 FILTER MATERIAL	C.Y.	500	\$23.50	\$11,750.00	\$60.00	\$30,000.00	\$24.00	\$12,000.00
11 TRENCH SAFETY SYSTEM	L.S.	1	\$15,000.00	\$15,000.00	\$237,000.00	\$237,000.00	\$104,914.00	\$104,914.00
12 CLASS "A" CONCRETE	C.Y.	66	\$965.00	\$63,690.00	\$900.00	\$59,400.00	\$1,119.00	\$73,854.00
13 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	8	\$832.00	\$6,656.00	\$400.00	\$3,200.00	\$344.00	\$2,752.00
14 MANHOLE NO. 2	EACH	8	\$7,500.00	\$60,000.00	\$5,000.00	\$40,000.00	\$4,573.00	\$36,584.00
15 MANHOLE NO. 4	EACH	2	\$12,000.00	\$24,000.00	\$7,000.00	\$14,000.00	\$5,719.00	\$11,438.00
16 78" RCP, 1500D, WITH EXTRA COVER	L.F.	504	\$219.00	\$110,376.00	\$225.00	\$113,400.00	\$230.00	\$115,920.00
17 78" RCP, 1500D	L.F.	2,088	\$224.00	\$467,712.00	\$190.00	\$396,720.00	\$230.00	\$480,240.00
18 72" RCP, 1500D	L.F.	872	\$196.50	\$171,348.00	\$190.00	\$165,680.00	\$224.00	\$195,328.00
19 66" RCP, 1500D	L.F.	323	\$172.00	\$55,556.00	\$170.00	\$54,910.00	\$196.00	\$63,308.00
20 48" RCP, 1500D	L.F.	24	\$185.50	\$4,452.00	\$135.00	\$3,240.00	\$123.00	\$2,952.00
21 36" RCP, 1500D	L.F.	4	\$388.00	\$1,552.00	\$150.00	\$600.00	\$101.00	\$404.00
22 24" RCP, CLASS IV	L.F.	421	\$67.00	\$28,207.00	\$82.00	\$34,522.00	\$58.00	\$24,418.00
23 18" RCP, CLASS IV	L.F.	86	\$198.00	\$17,028.00	\$75.00	\$6,450.00	\$50.00	\$4,300.00
24 AGGREGATE BASE, CLASS 2	C.Y.	180	\$90.00	\$16,200.00	\$60.00	\$10,800.00	\$59.00	\$10,620.00
25 ASPHALT CONCRETE, TYPE "B"	TONS	390	\$103.00	\$40,170.00	\$75.00	\$29,250.00	\$141.00	\$54,990.00
26 TEMPORARY RESURFACING	TONS	121	\$94.00	\$11,374.00	\$75.00	\$9,075.00	\$119.00	\$14,399.00
27 6-FOOT CHAIN LINK FENCE	L.F.	740	\$19.00	\$14,060.00	\$21.00	\$15,540.00	\$20.00	\$14,800.00
28 TEMPORARY FENCING	L.F.	285	\$7.00	\$1,995.00	\$8.00	\$2,280.00	\$7.00	\$1,995.00
29 3-FOOT CABLE RAILING	L.F.	70	\$25.00	\$1,750.00	\$24.00	\$1,680.00	\$23.00	\$1,610.00
30 14-FOOT DOUBLE DRIVE GATE	EACH	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,188.00	\$2,188.00

Project Name: MENIFEE - HAWTHORNE AVENUE STORM DRAIN, STAGE 1

Project Number: 4-0-0163-01

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RIVERSIDE CONSTRUCTION				BELCZAK AND SONS		ALCON COLORADO ENGINEERING, INC.	
<i>Item No. & Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>
31 MISCELLANEOUS IRON AND STEEL	LBS.	11,738	\$1.50	\$17,607.00	\$1.25	\$14,672.50	\$1.00
32 OBJECT MARKERS	EACH	24	\$65.00	\$1,560.00	\$100.00	\$2,400.00	\$140.00
33 ROCK SLOPE PROTECTION 1/4-TON CLASS	C.Y.	534	\$51.00	\$27,234.00	\$50.00	\$26,700.00	\$60.00
34 FILTER BLANKET, NO. 2 BACKING	C.Y.	137	\$77.00	\$10,549.00	\$45.00	\$6,165.00	\$47.00
35 ROCK SLOPE PROTECTION FABRIC	S.Y.	178	\$8.00	\$1,424.00	\$5.00	\$890.00	\$10.00
36 DUST ABATEMENT	L.S.	1	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$11,118.00
37 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$21,000.00	\$21,000.00	\$12,000.00	\$12,000.00	\$9,563.00
38 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$21,606.00
39 18-INCH CORRUGATED METAL PIPE 18 GAUGE	L.F.	62	\$93.00	\$5,766.00	\$75.00	\$4,650.00	\$43.00
				\$1,968,067.50	\$2,028,688.50	\$2,157,748.00	

Project Name: MENIFEE - HAWTHORNE AVENUE STORM DRAIN, STAGE 1

Project Number: 4-0-0163-01

Bid Open Date: 04/15/2010

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			CASS CONSTRUCTION, INC.		DOTY BROS. EQUIPMENT COMPANY		VIDO ARTUKOVICH & SONS, INC. / VIDMAR, INC.	
<i>Item No. & Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>A JV Total Bid</i>
31 MISCELLANEOUS IRON AND STEEL	LBS.	11,738	\$1.55	\$18,193.90	\$1.50	\$17,607.00	\$1.45	\$17,020.10
32 OBJECT MARKERS	EACH	24	\$65.00	\$1,560.00	\$76.00	\$1,824.00	\$125.00	\$3,000.00
33 ROCK SLOPE PROTECTION 1/4-TON CLASS	C.Y.	534	\$35.00	\$18,690.00	\$59.00	\$31,506.00	\$50.00	\$26,700.00
34 FILTER BLANKET, NO. 2 BACKING	C.Y.	137	\$26.00	\$3,562.00	\$59.00	\$8,083.00	\$315.00	\$43,155.00
35 ROCK SLOPE PROTECTION FABRIC	S.Y.	178	\$18.00	\$3,204.00	\$4.00	\$712.00	\$70.00	\$12,460.00
36 DUST ABATEMENT	L.S.	1	\$11,500.00	\$11,500.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00
37 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$21,000.00	\$21,000.00	\$3,500.00	\$3,500.00	\$18,000.00	\$18,000.00
38 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$7,000.00	\$7,000.00	\$40,000.00	\$40,000.00	\$5,000.00	\$5,000.00
39 18-INCH CORRUGATED METAL PIPE 18 GAUGE	L.F.	62	\$100.00	\$6,200.00	\$97.00	\$6,014.00	\$162.00	\$10,044.00
				\$2,275,774.15	\$2,355,401.00		\$2,438,093.10	

Project Name: MENIFEE - HAWTHORNE AVENUE STORM DRAIN, STAGE 1

Project Number: 4-0-0163-01

Bid Open Date: 04/15/2010

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**SANDOVAL PIPELINE
ENG.**

T.B.U., INC.

**NORSTAR PLUMBING AND
ENGINEERING, INC.**

Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$80,000.00	\$80,000.00	\$75,000.00	\$75,000.00	\$286,000.00	\$286,000.00
2 WATER CONTROL	L.S.	1	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
3 TRAFFIC CONTROL	L.S.	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00
5 EXCAVATION	C.Y.	19,387	\$33.00	\$639,771.00	\$26.00	\$504,062.00	\$8.00	\$155,096.00
6 ROCK EXCAVATION	C.Y.	700	\$372.00	\$260,400.00	\$135.00	\$94,500.00	\$510.00	\$357,000.00
7 ASPHALT CONCRETE EXCAVATION	S.F.	780	\$6.00	\$4,680.00	\$9.50	\$7,410.00	\$25.00	\$19,500.00
8 BACKFILL	C.Y.	8,057	\$20.00	\$161,140.00	\$20.00	\$161,140.00	\$13.00	\$104,741.00
9 CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	3,586	\$50.00	\$179,300.00	\$100.00	\$358,600.00	\$55.00	\$197,230.00
10 FILTER MATERIAL	C.Y.	500	\$8.00	\$4,000.00	\$25.00	\$12,500.00	\$40.00	\$20,000.00
11 TRENCH SAFETY SYSTEM	L.S.	1	\$40,000.00	\$40,000.00	\$68,500.00	\$68,500.00	\$150,000.00	\$150,000.00
12 CLASS "A" CONCRETE	C.Y.	66	\$1,000.00	\$66,000.00	\$350.00	\$23,100.00	\$950.00	\$62,700.00
13 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	8	\$1,300.00	\$10,400.00	\$250.00	\$2,000.00	\$900.00	\$7,200.00
14 MANHOLE NO. 2	EACH	8	\$5,800.00	\$46,400.00	\$10,000.00	\$80,000.00	\$6,000.00	\$48,000.00
15 MANHOLE NO. 4	EACH	2	\$8,000.00	\$16,000.00	\$12,000.00	\$24,000.00	\$7,500.00	\$15,000.00
16 78" RCP, 1500D, WITH EXTRA COVER	L.F.	504	\$216.00	\$108,864.00	\$450.00	\$226,800.00	\$458.00	\$230,832.00
17 78" RCP, 1500D	L.F.	2,088	\$215.00	\$448,920.00	\$385.00	\$803,880.00	\$458.00	\$956,304.00
18 72" RCP, 1500D	L.F.	872	\$170.00	\$148,240.00	\$325.00	\$283,400.00	\$420.00	\$366,240.00
19 66" RCP, 1500D	L.F.	323	\$144.00	\$46,512.00	\$250.00	\$80,750.00	\$395.00	\$127,585.00
20 48" RCP, 1500D	L.F.	24	\$80.00	\$1,920.00	\$125.00	\$3,000.00	\$440.00	\$10,560.00
21 36" RCP, 1500D	L.F.	4	\$75.00	\$300.00	\$88.00	\$352.00	\$350.00	\$1,400.00
22 24" RCP, CLASS IV	L.F.	421	\$68.00	\$28,628.00	\$66.00	\$27,786.00	\$275.00	\$115,775.00
23 18" RCP, CLASS IV	L.F.	86	\$60.00	\$5,160.00	\$64.00	\$5,504.00	\$275.00	\$23,650.00
24 AGGREGATE BASE, CLASS 2	C.Y.	180	\$80.00	\$14,400.00	\$22.00	\$3,960.00	\$65.00	\$11,700.00
25 ASPHALT CONCRETE, TYPE "B"	TONS	390	\$180.00	\$70,200.00	\$145.00	\$56,550.00	\$165.00	\$64,350.00
26 TEMPORARY RESURFACING	TONS	121	\$180.00	\$21,780.00	\$75.00	\$9,075.00	\$100.00	\$12,100.00
27 6-FOOT CHAIN LINK FENCE	L.F.	740	\$22.00	\$16,280.00	\$75.00	\$55,500.00	\$65.00	\$48,100.00
28 TEMPORARY FENCING	L.F.	285	\$17.00	\$4,845.00	\$30.00	\$8,550.00	\$25.00	\$7,125.00
29 3-FOOT CABLE RAILING	L.F.	70	\$49.00	\$3,430.00	\$600.00	\$42,000.00	\$200.00	\$14,000.00
30 14-FOOT DOUBLE DRIVE GATE	EACH	1	\$1,600.00	\$1,600.00	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00

SPECIFICATIONS and CONTRACT DOCUMENTS
for the CONSTRUCTION of

**MENIFEE-HAWTHORNE
AVENUE STORM DRAIN
STAGE 1**

PROJECT NO. 4-0-0163

RIVERSIDE COUNTY, CALIFORNIA



FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 2/23/10
NEAL R. KIPNIS

MAY 18 2010 contract

MAR 16 2010 *p/s*



SPECIFICATIONS and CONTRACT DOCUMENTS
for the CONSTRUCTION of
MENIFEE-HAWTHORNE
AVENUE STORM DRAIN

STAGE 1

PROJECT NO. 4-0-0163

These specifications and contract documents have
been prepared under the direction of the following
Registered Civil Engineers:

Recommended By:

 28-JAN-2010
Chief, Design & Construction Date



Approved By:

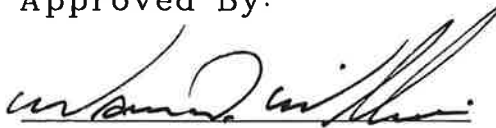
 2/16/10
Chief Engineer Date



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NOTICE TO CONTRACTORS

Riverside County Flood Control and Water Conservation District hereinafter called "District", invites sealed proposals for construction of:

Menifee – Hawthorne Avenue Storm Drain, Stage 1

Project No. 4-0-00163-01

located in the city of Menifee

Riverside County, California

Specifications and Contract Documents may be examined at the District's office at 1995 Market Street, Riverside, California, and may be obtained upon payment to District of **\$60.00** per set, received at the District's office and **\$65.00** per set if mailed. The Specifications and Contract Documents are also offered on CD-ROM for \$10.00 received at the District's office and \$15.00 if mailed. No refund.

Each proposal must be accompanied by a certified or cashier's check or bid bond equal to ten percent (10%) of the amount bid, payable to the Riverside County Flood Control and Water Conservation District as a guarantee that the Contractor will, if awarded the contract, execute a satisfactory contract and furnish the required bonds and proof of insurance.

Proposals must be in accordance with the instructions and filed with District by **9:00 a.m. on Thursday, April 15, 2010** at the District office at the above address which time and place are fixed for the public opening of bids.

General prevailing rate per diem wages and general prevailing rate of per diem wages for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed for execution of contracts under the jurisdiction of District have been obtained by the Board of Supervisors of the District from the

Director of Industrial Relations of the State of California for the area where the work is to be done. The said determinations are on file in the principal office of the District, and will be made available to any interested person upon request.

Contractors submitting proposals for this project shall have an "A" Contractors license from the State of California in order to be considered eligible for the contract award.

Dated: March 16, 2010

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

KECIA HARPER-IHEM
Clerk of the Board

BY


Deputy

INSTRUCTIONS TO BIDDERS

QUANTITIES: The amount of work to be done or materials to be furnished under the Contract as noted in the proposal, are but estimates and are not to be taken as an expressed or implied statement that the actual amount of work or materials will correspond to the estimate.

The right is reserved to increase or decrease or to entirely eliminate certain items from the work or materials if found desirable or expedient.

The Contractor will be allowed no claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and the actual amounts of work done, or materials furnished or used in the completed project.

The Contractor is cautioned against unbalancing of his bid by prorating his overhead into one or two items only when there are a number of items on the schedule. The overhead and indirect charges should be prorated on all items in schedule.

DISCREPANCIES AND OMISSIONS: Discrepancies, omissions, ambiguities, or requirements likely to cause disputes between trades and similar matters shall be promptly brought to the attention of the Engineer. When appropriate, Addenda will be issued by District. No communication by anyone as to such matters except by an Addendum affects the meaning or requirements of the Contract Documents.

WITHDRAWAL OF PROPOSALS: Any proposal may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of proposals, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such proposal, is filed with the Chief Engineer. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new proposal.

AGREEMENT OF FIGURES: If the unit prices and the total amounts named by the bidder in the proposal do not agree, the unit prices alone will be considered as representing the bidder's intention.

INVALID PROPOSALS: Proposal submitted by telegraph or fax transmission and those which fail to reach the place fixed for opening of proposals prior to the date and hour set for opening same, will not be considered.

INSPECTION OF SITE: Bidders must examine the site and acquaint themselves with all conditions affecting the work.

Information derived from maps, plans or specifications, or from the Chief Engineer or his assistants, will not relieve the successful bidder from properly carrying out all the terms of the written contract.

By the submitting of a proposal, the bidder will be held to have personally examined the site and the drawings, to have carefully read the specifications and to have satisfied himself as to his ability to meet all the difficulties attending the execution of the proposed contract before the delivery of his proposal and agrees that if he is awarded the contract, he will make no claim against the Board of Supervisors based on ignorance or misunderstanding of the contract provisions.

QUALIFICATIONS OF BIDDERS: No proposal will be accepted from a contractor who is not licensed under laws of California, as evidenced by the submittal of the Statement of Licensure. No award will be made to any bidder who cannot give satisfactory assurance to the Board of Supervisors as to his own ability to carry out the contract, both from his financial standing and by reason of his previous experience as a contractor on work of the nature contemplated in the contract. The bidder is required to submit his record of work of similar nature to that proposed under these specifications, and unfamiliarity with the type of work may be sufficient cause for rejection of a proposal.

A bid shall be rejected and a bidder shall be disqualified to bid on a District project if the bidder or any officer, manager, partner or shareholder of the bidder within the eighteen month period prior to the bid date shall have been an officer or employee of the District.

PROPOSAL FORMS: Attention of all bidders is called to the proposal affidavit forms attached hereto and bidders are cautioned that all proposals submitted must be accompanied by the proper affidavit, properly executed. Proposals will be made on forms furnished by District.

REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES: Proposals may be rejected if they show any alterations of form, additions not called for, conditional proposals, incomplete proposals, erasures or irregularities of any kind. Erasures or interlineations in the proposal must be explained or noted over the signature of the bidder.

PUBLIC OPENING OF PROPOSALS: Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is any reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the contract. Proposals in which the prices obviously are unbalanced may be rejected.

ADDENDA: District reserves the right to issue Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with the District its name and address for the purpose of receiving Addenda. District will cause copies of Addenda to be mailed or delivered to such names at such addresses. To be considered, a Contractor's proposal must list and take into account all issued Addenda.

AWARD OF CONTRACT: The right is reserved to reject any and all proposals and to waive technical defects as the best interests of the District may require.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with the requirements prescribed. The award, if made, will be made within sixty (60) days after the opening of the proposals.

All proposals will be compared on the basis of the Engineer's estimate of the quantities of work to be done.

RETURN OF PROPOSAL GUARANTEES: Within ten (10) days after the award of the contract, the Clerk will return the proposal guarantees accompanying such of the proposals as are not considered in making the award. All other proposal guarantees will be held until the contract has been fully executed, after which they will be returned to the respective bidders whose proposal they accompany.

CONTRACT BONDS: The Contractor shall furnish two (2) surety bonds in duplicate, one as a security for the faithful performance of the contract in the amount equal to one hundred percent (100%) of the contract price, and one as security for the payment of all persons performing labor and furnishing materials in connection with the contract in an amount equal to one hundred percent (100%) of the contract price. All bonds must be submitted on forms provided by the District. Bonds submitted in any other form will not be accepted.

SUBLETTING AND SUBCONTRACTING: Bidders are required, pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code) to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the prime Contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime contractor will do that portion of the work.

CONTRACTOR'S PROPOSAL

TO THE BOARD OF SUPERVISORS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT:

The undersigned hereby declare:

(a) That the only persons or parties interested in this proposal as principals are the following:
Greg D. Quiring, President Michael C. Kennedy, Vice-Pres.
Jill C. Christopher, Sec/Treas. _____

(If the Contractor is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a copartnership, give the name under which the copartnership does business, and the names and addresses of all copartners. If an individual, state the name and address under which the contract is to be drawn.)

(b) That this proposal is made without collusion with any other person, firm or corporation.

(c) That he has carefully examined the location of the proposed work, and has familiarized himself with all of the physical and climatic conditions, and makes his proposal solely upon his own knowledge.

(d) That he has carefully examined the attached specifications as referred to, and the plans, and makes this proposal in accordance therewith.

(e) That, if this proposal is accepted, he will enter into a written contract with the Riverside County Flood Control and Water Conservation District, Riverside, State of California.

(f) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates, and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this proposal is a certified or cashier's check or bid bond payable to the order of the Riverside County Flood Control and Water Conservation District, Riverside, California, in the sum of 10% of the amount of bid Dollars (\$ 154,896.21)

It is understood and agreed that should the Contractor within ten (10) days after the prescribed forms are presented to him for signature fail to return the contract and furnish acceptable surety bond and insurance, then, at the discretion of the District, the proceeds of said check shall become the property of the District, the Contractor shall be found in default and the project may be awarded to another contractor. The bid bond or check shall be held subject to payment to the District of the difference in money between the amount of the contract with another party to perform the work, together with the cost to the District of redrafting, redrawing and publishing documents and papers necessary to obtain new bids on said work. The bid bond or check shall, in addition, be held subject to all other actual damages suffered by the District. But if the contract is entered into and said bonds and insurance are furnished, or if the proposal is not accepted, then the said check shall be returned to the undersigned.

- VII -

RECEIVED
APR 15 2010
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
8:56a.m.

PROPOSAL

For the Construction of **Menifee – Hawthorne Avenue Storm Drain, Stage 1**, located in the city of Menifee, Riverside County, consisting of the following estimated quantities:

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1.	Mobilization	L.S.	---	---	20,000 ⁰⁰
2.	Water Control	L.S.	---	---	12,000 ⁰⁰
3.	Traffic Control	L.S.	---	---	18,000 ⁰⁰
4.	Clearing and Miscellaneous Work	L.S.	---	---	22,000 ⁰⁰
5.	Excavation	C.Y.	19,387	5 ¹⁵	99,843 ⁴⁵
6.	Rock Excavation	C.Y.	700	70 ⁰⁰	49,000 ⁰⁰
7.	Asphalt Concrete Excavation	S.F.	780	4 ⁵⁰	3,510 ⁰⁰
8.	Backfill	C.Y.	8,057	5 ⁰⁰	40,285 ⁰⁰
9.	Controlled Low Strength Material (CLSM)	C.Y.	3,586	59 ⁰⁰	211,574 ⁰⁰
10.	Filter Material	C.Y.	500	53 ⁰⁰	26,500 ⁰⁰
11.	Trench Safety System	L.S.	---	---	8,000 ⁰⁰
12.	Class "A" Concrete	C.Y.	66	880 ⁰⁰	58,080 ⁰⁰
13.	Class "B" Concrete, Miscellaneous	C.Y.	8	1050 ⁰⁰	8,400 ⁰⁰
14.	Manhole No. 2	EACH	8	3800 ⁰⁰	30,400 ⁰⁰
15.	Manhole No. 4	EACH	2	5400 ⁰⁰	10,800 ⁰⁰
16.	78" RCP, 1500D, with Extra Cover	L.F.	504	195 ⁰⁰	98,280 ⁰⁰
17.	78" RCP, 1500D	L.F.	2,088	195 ⁰⁰	407,160 ⁰⁰
18.	72" RCP, 1500D	L.F.	872	170 ⁰⁰	148,240 ⁰⁰
19.	66" RCP, 1500D	L.F.	323	160 ⁰⁰	51,680 ⁰⁰
20.	48" RCP, 1500D	L.F.	24	130 ⁰⁰	3,120 ⁰⁰
21.	36" RCP, 1500D	L.F.	4	100 ⁰⁰	400 ⁰⁰
22.	24" RCP, Class IV	L.F.	421	59 ⁰⁰	24,839 ⁰⁰
23.	18" RCP, Class IV	L.F.	86	56 ⁰⁰	4,816 ⁰⁰

PROPOSAL contd.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
24.	Aggregate Base, Class 2	C.Y.	180	85 ⁰⁰	15,300 ⁰⁰
25.	Asphalt Concrete, Type "B"	TONS	390	123 ⁰⁰	47,970 ⁰⁰
26.	Temporary Resurfacing	TONS	121	150 ⁰⁰	18,150 ⁰⁰
27.	6-Foot Chain Link Fence	L.F.	740	22 ⁰⁰	16,280 ⁰⁰
28.	Temporary Fencing	L.F.	285	7 ⁰⁰	1,995 ⁰⁰
29.	3-Foot Cable Railing	L.F.	70	40 ⁰⁰	2,800 ⁰⁰
30.	14-Foot Double Drive Gate	EACH	1	1,450 ⁰⁰	1,450 ⁰⁰
31.	Miscellaneous Iron and Steel	LBS.	11,738	1 ⁰⁰	11,738 ⁰⁰
32.	Object Markers	EACH	24	90 ⁰⁰	2,160 ⁰⁰
33.	Rock Slope Protection 1/4-Ton Class	C.Y.	534	60 ⁰⁰	32,040 ⁰⁰
34.	Filter Blanket, No. 2 Backing	C.Y.	137	60 ⁰⁰	8,220 ⁰⁰
35.	Rock Slope Protection Fabric	S.Y.	178	4 ⁰⁰	712 ⁰⁰
36.	Dust Abatement	L.S.	---	---	12,500 ⁰⁰
37.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	---	9,000 ⁰⁰
38.	Non-Stormwater Discharge or Dewatering	L.S.	---	---	8,000 ⁰⁰
39.	18-Inch Corrugated Metal Pipe 18 Gauge	L.F.	62	60 ⁰⁰	3,720 ⁰⁰
				TOTAL	1,548,962 ⁰⁵

KIP, Incorporated
 Name of Company
25740 Washington Avenue
 Address
Murrieta, CA 92562
 City, State, Zip
(951) 698-7890 (951) 698-7898
 Telephone Number Fax Number


 Signature of Contractor

94-2419547

S.S.N. or E.I.N.

344224 A

Contractor's License No. and Classification

LIST OF SUBCONTRACTORS

Contractor KIP, Incorporated Menifee – Hawthorne Avenue Storm Drain, Stage 1
Project No. 4-0-00163-01

Give the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement, or a Subcontractor who specially fabricates and installs a portion of the work or improvement, in an amount in excess of one-half (½) of one percent (1%) of the General Contractor's total bid. List the bid item numbers of the work each subcontractor will do. If a portion of an item is to be subcontracted, show what percentage of that item is to be subcontracted.

Item No. (s) 27, 29, 30
Name of Subcontractor Alcorn Fence Company
Address/City/Phone 6445 Old Pedley Rd. Riverside Pa. 92519 (951) 685-5871
License No. 122954

Item No. (s) _____
Name of Subcontractor _____
Address/City/Phone _____
License No. _____

Item No. (s) _____
Name of Subcontractor _____
Address/City/Phone _____
License No. _____

Item No. (s) _____
Name of Subcontractor _____
Address/City/Phone _____
License No. _____

Item No. (s) _____
Name of Subcontractor _____
Address/City/Phone _____
License No. _____

EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the District to make inquiry as appropriate regarding his experience.

Bidder has been engaged in the contracting business under this present business name for 33 years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 33 years.

Within the last three years, Bidder has satisfactorily completed the following contracts covering work similar in type and magnitude to that set forth in these Specifications for the following owners (name person, firms, or authorities):

Name and Address of Owner/Agency	Representative and Telephone	Type of Work, Year Completed and Dollar Amount
City of Cathedral City	Bill Bayne	Waterline Install. & Relocation
68700 Avenida	(760) 250-8208	Ongoing / \$2.6 Mil.
Lalo Guerrero, Cathedral City, CA 92234		
<hr/>		
Gallery Homes	Rick Hauser	Water, Sewer, SD & Reclaimed Water
31618-1 Railroad	(951) 834-2956	November 2009 / \$367,039.00
Canyon Rd., Canyon Lake, CA 92587		
<hr/>		
City of Indio	Tom Rafferty	Waterline Install. & Relocation
100 Civic Center	(760) 391-4017	August 2009 / \$2.9 Mil.
Mall, Indio, CA 92201		
<hr/>		
County of SD	Ted Kautzman	Drainage & Street Improvements
5555 Overland Ave	(858) 694-2212	June 2009 / \$502,371.00
Suite 2188, Bldg. 2, San Diego, CA 92123		
<hr/>		
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STATEMENT OF LICENSURE

Pursuant to California Public Contract Code §3300, the undersigned does certify as follows:

1. That the pocket license/certificate of licensure I have presented to owner as of this date is my own license, being State of California, Contractors License No. 344224; and
2. That said Contractors License is current and valid; and
3. That said Contractors License is of a classification appropriate to the work to be undertaken for owner, a Class A license.

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

DATED: March 23, 2010


Signature Greg D. Quiring

President
Title

STATE OF CALIFORNIA) §
COUNTY OF RIVERSIDE)

On this the 14th day of April, 2010, before me

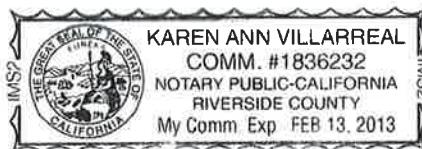
Karen Ann Villarreal
the undersigned Notary Public, personally appeared

Greg D. Quiring, President
☒ personally known to me

[] 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 that he/she executed it.

WITNESS my hand and official seal.

Karen Ann Villarreal
Notary's Signature



AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

(NOT APPLICABLE)

STATE OF CALIFORNIA) §
COUNTY OF RIVERSIDE)

_____, being first duly sworn, deposes and says:

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

His or Her signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

Signature and stamp of Notary
administering oath

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

STATE OF CALIFORNIA) §
COUNTY OF RIVERSIDE)

(NOT APPLICABLE)

_____, being first duly sworn, deposes and says:

That he or she is a member of the joint venture or copartnership firm designated as

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

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by

who constitute the other members of the joint venture or copartnership.

His or Her signature

Subscribed and sworn to before me

this _____ day of _____, 20____

Signature and stamp of Notary
administering oath

AFFIDAVIT FOR CORPORATE CONTRACTOR

STATE OF CALIFORNIA) §
COUNTY OF RIVERSIDE)

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

That he or she is President

of KIP, Incorporated

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

[Signature]
His or Her signature Greg D. Quiring

Subscribed and sworn to before me this 14th day of April, 2010.



[Signature]
Signature and stamp of Notary administering oath

BID BOND

Recitals:

1. KIP, Incorporated (Contractor), has submitted its Contractor's Proposal to the Riverside County Flood Control and Water Conservation District, (District), for the construction of public work for **Menifee - Hawthorne Avenue Storm Drain, Stage 1** in accordance with a Notice to Contractors dated March 16, 2010.

First National Insurance Company of America a Washington corporation, hereafter called (Surety), is the surety on this Bond.

Agreement: We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this Bond is 10% of the amount of the Contractor's Proposal and inures to the benefit of District.

2. This Bond is exonerated by (1) District rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds and Insurance as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of District resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.

3. Surety for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which District may accept the Proposal and waives notice of any such extension.

4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: March 23, 2010

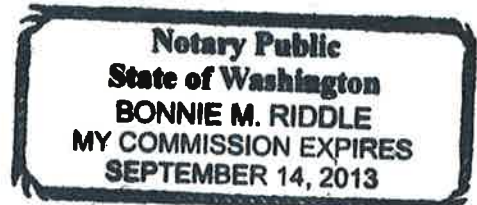
First National Insurance Company of America	KIP, Incorporated
By: <u>Robert W. Lagler</u>	By: <u>Greg D. Quiring</u>
Title: <u>Attorney In-Fact</u>	<u>President</u>
(Surety)	(Contractor)

STATE OF ~~CALIFORNIA~~; WASHINGTON
COUNTY OF CLARK

On 3/23/10 before me personally appeared Robert W. Lagler known to me to be the person whose name is subscribed to the within instrument as Attorney in Fact of First National Insurance Company of America, a corporation, and acknowledged to me that he subscribed the name of said corporation thereto as principal, and his own name as Attorney in Fact.

Bonnie M. Riddle (Seal)
Notary Public Bonnie M. Riddle
(NOTE: Affix corporate seals.)

- XV -





POWER
OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 12669

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*****ROBERT W. LAGLER; BONNIE RIDDLE; Vancouver, Washington*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 23RD day of MARCH, 2010



Dexter R. Legg, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 4/14/10 before me, Karen Ann Villarreal Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Greg D. Quiring, President
Name(s) of Signer(s)



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 Karen Ann Villarreal
Signature of Notary Public

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 this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond - RCFWC D - Menifee - Hawthorne Ave.
Document Date: 3/23/10 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Greg D. Quiring
☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: KIP, INCORPORATED

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

AGREEMENT

THIS AGREEMENT is made as of June 8, 2010 and is between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (District) and KIP, INCORPORATED (Contractor).

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform the work for **Project No. 4-0-00163-01, Menifee – Hawthorne Avenue Storm Drain, Stage 1** of District, in exact conformity with the Contract Documents (identified below) for the Project, subject to such inspection as District deems appropriate and pursuant to orders and instructions, drawings, etc., issued by District in accordance with the Contract Documents.

2. Contract Documents. The Contract Documents for **Project No. 4-0-00163-01, Menifee – Hawthorne Avenue Storm Drain, Stage 1** of District are: (a) Notice to Contractors; (b) Instructions To Bidders; (c) Contractor's Proposal; (d) Agreement; (e) General Provisions; (f) Special Provisions; (g) Detailed Specifications; (h) Plans; (i) Bid Bond; (j) Performance Bond; (k) Payment Bond; (l) Appendices and any other documents included in or incorporated into the contract documents; (j) Orders, Instructions, Drawings and Plans issued by District during the course of the work in accordance with the provisions of the Contract Documents.

Each of the above-mentioned documents presently in existence are by this reference incorporated herein and each of said documents not now in existence are incorporated herein as of the time of their issuance.

The Bid Bond is exonerated upon execution and delivery to District in a form satisfactory to District, of the following, duly executed by Contractor and also by its Surety as to the Bonds, Agreement, Certificate of Insurance, Payment Bond, and Performance Bond.

3. Bonds - Insurance. Prior to commencement of the work, Contractor must deliver to District and District must approve, a fully executed Performance Bond in the amount of 100% of the estimated contract price, a fully executed Payment Bond in the amount of 100% of the estimated contract price, and fully executed certificates of insurance evidencing the existence of the insurance required by Subsection 8.02 of the General Provisions. The Payment Bond and Performance Bond must be on forms furnished by District.

Should any surety on the Payment Bond or Performance Bond be deemed unsatisfactory by the Board of Supervisors of District, Contractor shall upon notice promptly substitute new Bonds in form satisfactory to District.

4. Contract Price - Payment. Attached hereto, marked Exhibit A and by this reference made a part hereof, is provision for the Contract Price and its payment.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By Marion Ashley
Chairman of its Board of Supervisors

ATTEST:

MARION ASHLEY

KECIA HARPER-IHEM
Clerk of the Board

By [Signature]
Deputy

(Seal)

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 5/3/10
NEAL R. KIPNIS DATE

KIP INCORPORATED
Contractor

By [Signature]
Title PRESIDENT

(If corporation affix corporate seal)

EXHIBIT A

(To Agreement for Riverside County Flood Control and Water Conservation District's Project No. **4-0-00163-01, Menifee – Hawthorne Avenue Storm Drain, Stage 1**, located in the City of Menifee, Riverside County, California.)

Contract Price - Payment - District shall pay Contractor the following sums for the items set forth below in accordance with Contractor's Proposal as accepted by District, which sums shall be paid as provided in the General Provisions and subject to additions and deductions as provided in the Contract Documents.

It is understood that the quantities listed, except for those shown as "Final" or "Lump Sum" are but estimates only and final payment will be based on actual work performed, subject to such adjustments and alterations as elsewhere provided.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1.	Mobilization	L.S.	---	---	\$20,000.00
2.	Water Control	L.S.	---	---	12,000.00
3.	Traffic Control	L.S.	---	---	18,000.00
4.	Clearing and Miscellaneous Work	L.S.	---	---	22,000.00
5.	Excavation	C.Y.	19,387	\$5.15	99,843.05
6.	Rock Excavation	C.Y.	700	\$70.00	49,000.00
7.	Asphalt Concrete Excavation	S.F.	780	\$4.50	3,510.00
8.	Backfill	C.Y.	8,057	\$5.00	40,285.00
9.	Controlled Low Strength Material (CLSM)	C.Y.	3,586	\$59.00	211,574.00
10.	Filter Material	C.Y.	500	\$53.00	26,500.00
11.	Trench Safety System	L.S.	---	---	8,000.00
12.	Class "A" Concrete	C.Y.	66	\$880.00	58,080.00
13.	Class "B" Concrete, Miscellaneous	C.Y.	8	\$1,050.00	8,400.00
14.	Manhole No. 2	EACH	8	\$3,800.00	30,400.00
15.	Manhole No. 4	EACH	2	\$5,400.00	10,800.00
16.	78" RCP, 1500D, with Extra Cover	L.F.	504	\$195.00	98,280.00
17.	78" RCP, 1500D	L.F.	2,088	\$195.00	407,160.00

EXHIBIT contd.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
18.	72" RCP, 1500D	L.F.	872	\$170.00	148,240.00
19.	66" RCP, 1500D	L.F.	323	\$160.00	51,680.00
20.	48" RCP, 1500D	L.F.	24	\$130.00	3,120.00
21.	36" RCP, 1500D	L.F.	4	\$100.00	400.00
22.	24" RCP, Class IV	L.F.	421	\$59.00	24,839.00
23.	18" RCP, Class IV	L.F.	86	\$56.00	4,816.00
24.	Aggregate Base, Class 2	C.Y.	180	\$85.00	15,300.00
25.	Asphalt Concrete, Type "B"	TONS	390	\$123.00	47,970.00
26.	Temporary Resurfacing	TONS	121	\$150.00	18,150.00
27.	6-Foot Chain Link Fence	L.F.	740	\$22.00	16,280.00
28.	Temporary Fencing	L.F.	285	\$7.00	1,995.00
29.	3-Foot Cable Railing	L.F.	70	\$40.00	2,800.00
30.	14-Foot Double Drive Gate	EACH	1	\$1,450.00	1,450.00
31.	Miscellaneous Iron and Steel	LBS.	11,738	\$1.00	11,738.00
32.	Object Markers	EACH	24	\$90.00	2,160.00
33.	Rock Slope Protection 1/4-Ton Class	C.Y.	534	\$60.00	32,040.00
34.	Filter Blanket, No. 2 Backing	C.Y.	137	\$60.00	8,220.00
35.	Rock Slope Protection Fabric	S.Y.	178	\$4.00	712.00
36.	Dust Abatement	L.S.	---	---	12,500.00
37.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	---	9,000.00
38.	Non-Stormwater Discharge or Dewatering	L.S.	---	---	8,000.00
39.	18-Inch Corrugated Metal Pipe 18 Gauge	L.F.	62	\$60.00	3,720.00
				TOTAL	\$1,548,962.05

PERFORMANCE BOND

Bond No. 6639516

Recitals:

1. KIP, Incorporated (Contractor) has entered into an Agreement dated June 8, 2010 with the Riverside County Flood Control and Water Conservation District (District) for construction of public work known as Project No. 4-0-00163-01, Menifee - Hawthorne Avenue Storm Drain, Stage 1.

First National Insurance Company
2. of America, a Washington corporation (Surety), is the surety under this Bond.

Agreement: We, Contractor as principal, and Surety as surety, jointly and severally agree, state, and are bound unto District, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ 1,548,962.05 and inures to the benefit of District.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of District resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 25% without approval of Surety.

THIS BOND is executed as of April 23, 2010

KIP, Incorporated

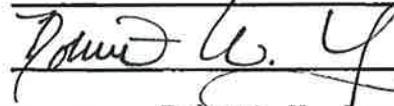
By 

By Greg D. Quiring

Title President

(Contractor)

First National Insurance Company of
America



Type Name Robert W. Lagler
Its Attorney in Fact (Surety)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged (attach acknowledgments).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 4/26/10 before me, Karen Ann Villarreal, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Greg D. Quiring

Name(s) of Signer(s)

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/it~~ 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.

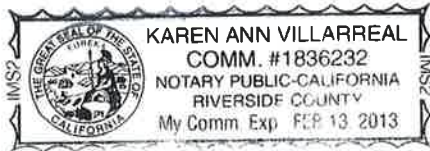
WITNESS my hand and official seal.

Signature

Karen Ann Villarreal

Signature of Notary Public

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 this form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond-RCFCWCD - Menifee-Hawthorne SD

Document Date: 4/23/10 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Greg D. Quiring

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: KIP, Incorporated

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Washington

County of Clark

On 4/23/2010 before me, Bonnie M. Riddle, **Notary Public**,
personally appeared Robert W. Lagler 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
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I certify under PENALTY OF PERJURY under the laws of the State of California that
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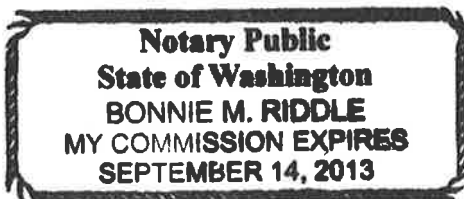
WITNESS my hand and official seal.

(seal)

Signature



Bonnie M. Riddle





POWER
OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 12669

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*****ROBERT W. LAGLER; BONNIE RIDDLE; Vancouver, Washington*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 23RD day of APRIL, 2010



Dexter R. Legg, Secretary

PAYMENT BOND

Bond No. 6639516

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

The makers of this Bond are KIP, Incorporated as Principal and Original Contractor and First National Insurance Company of America a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated June 8, 2010, between Principal and Riverside County Flood Control and Water Conservation District (District), a public entity, as Owner, for \$ 1,548,962.05, the total amount payable. THE AMOUNT OF THIS BOND IS 100 PERCENT OF SAID SUM. Said contract is for public work generally consisting of the construction of Meniffee - Hawthorne Avenue Storm Drain, Stage 1 project. The beneficiaries of this Bond are as is stated in Section 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: April 23, 2010

KIP, Incorporated

Original Contractor - Principal

First National Insurance Company of

Surety

America

Greg D. Quiring

By Robert W. Lagler

Its Attorney in Fact Robert W. Lagler

Title President

(If corporation, affix seal)

(Corporate Seal)

STATE OF ~~CALIFORNIA~~ WASHINGTON
COUNTY OF CLARK

SURETY'S ACKNOWLEDGMENT

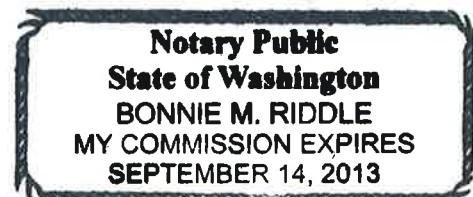
On 4/23/10 before me personally appeared Robert W. Lagler known to me to be the person whose name is subscribed to the within instrument as attorney in fact of, First National Insurance Company of America corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own name as its attorney in fact.

Bonnie M. Riddle
Notary Public

(Seal)

Bonnie M. Riddle

- XX -





POWER
OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 12669

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*****ROBERT W. LAGLER; BONNIE RIDDLE; Vancouver, Washington*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

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- (i) The provisions of Article V, Section 13 of the By-Laws, and
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- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 23RD day of APRIL, 2010



Dexter R. Legg, Secretary



CERTIFICATE OF LIABILITY INSURANCE

OP ID AD
KIPIN-1

DATE (MM/DD/YYYY)

04/23/10

PRODUCER The Wooditch Company Insurance Services, Inc. 1 Park Plaza, Suite 400 Irvine CA 92614 Phone: 949-553-9800 Fax: 949-553-0670		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED KIP Incorporated 25740 Washington Avenue Murrieta CA 92562		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Old Republic General Ins. Corp	24139
		INSURER B: American Guarantee & Liability	26247
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
LTR	INSR						
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU *SEE NOTEPAD* GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	A1CG92710901	07/15/09	07/15/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 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	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	A1CA92710901	07/15/09	07/15/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	AUC-9671538-01	07/15/09	07/15/10	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	A1CW92710900	07/15/09	07/15/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Except 10 days notice of cancellation for non payment of premium.
RE: Menifee-Hawthorne Avenue; Storm Drain, Stage 1; Project #4-0-00163-01.
This Insurance shall apply as Primary and Non-Contributory per attached endorsement. Waiver of Subrogation for Workers' Compensation: See Attached Endorsement. **SEE NOTES** glaip/auai/wcwg/x(ltr)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~WHICH FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON EMPLOYER OF ANY KIND OR ON THE INSURER TO AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

RIVERSI
Riverside County Flood Control
and Water Conservation
District
1995 Market Street
Riverside, CA 92501

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD:

INSURED'S NAME KIP Incorporated

KIPIN-1

PAGE 3

OPID AD

DATE 04/23/10

*XCU exclusions do not apply to the General Liability Insurance Policy.

NOTEPAD:HOLDER CODE RIVERST
INSURED'S NAME KIP IncorporatedKIPIN-1
OP ID ADPAGE 4
DATE 04/23/10

Riverside County Flood Control and Water Conservation District, the County of Riverside and the City of Menifee, and any municipal corporation in which the work is to be accomplished are included as Additional Insureds as respects General and Auto Liability per attached endorsements.

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
<p>"Where required by written contract, but only when coverage for completed operations is specifically required by that contract."</p> <p>Riverside County Flood Control and Water Conservation District, the County of Riverside and the City of Menifee, and any municipal corporation in which the work is to be accomplished</p>	<p>RE: Menifee-Hawthorne Avenue; Storm Drain, Stage 1; Project #4-0-00163-01.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

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 WRITTEN CONTRACT. Riverside County Flood Control and Water Conservation District, the County of Riverside and the City of Menifee, and any municipal corporation in which the work is to be accomplished	RE: Menifee-Hawthorne Avenue; Storm Drain, Stage 1; Project #4-0-00163-01.
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.

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.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Name of Additional Insured Person(s)
Or Organization(s):**

Location(s) of Covered Operations

As required by written contract.

Riverside County Flood Control and Water
Conservation District, the County of Riverside and
the City of Menifee, and any municipal corporation
in which the work is to be accomplished

RE: Menifee-Hawthorne Avenue; Storm Drain,
Stage 1; Project #4-0-00163-01.

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV — Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	KIP Incorporated		
Policy Number	A1CG92710901	Endorsement No.	
Policy Period:	7/15/2009 to 7/15/2010	Endorsement Effective Date:	07/15/2009
Producer's Name:			
Producer Number:			



AUTHORIZED REPRESENTATIVE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

The following is added to Section II – Liability Coverage, A. – Coverage, 1. Who Is An Insured:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which required you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage or limits of this policy, or
 2. The coverage or limits required by said contract or agreement.

Name of Person or Organization: Riverside County Flood Control and Water Conservation District, the County of Riverside and the City of Menifee, and any municipal corporation in which the work is to be accomplished

RE: Menifee-Hawthorne Avenue; Storm Drain, Stage 1; Project #4-0-00163-01.

Named Insured	KIP INCORPORATED		
Policy Number	A-1CA-927109-01	Endorsement No.	
Policy Period	07/15/2009 to 07/15/2010	Endorsement Effective Date:	07/15/2009
Producer's Name:			
Producer Number:			



AUTHORIZED REPRESENTATIVE

DATE

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.

Riverside County Flood Control and Water Conservation District, the County of Riverside and the City of Menifee, and any municipal corporation in which the work is to be accomplished

RE: Menifee-Hawthorne Avenue; Storm Drain, Stage 1; Project #4-0-00163-01.

The premium charge for this endorsement is \$0.00

Named Insured	KIP Incorporated		
Policy Number	A1CW92710900	Endorsement No.	
Policy Period	07/15/2009 07/15/2010	to	Endorsement Effective Date: 07/15/2009
Producer's Name:			
Producer Number:			



AUTHORIZED REPRESENTATIVE

DATE



THE WOODITCH
C O M P A N Y

April 23, 2010

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

RE: KIP, Incorporated
American Guarantee and Liability Insurance Company
Umbrella Liability Insurance Policy No. AUC-9671538-01
Policy Period: 07/15/2009 to 07/15/2010

Dear Sir / Madam:

The excess coverage provided under policy no. AUC-9671538-01 in force for KIP, Incorporated is following form of the primary coverage including all endorsements to the primary policies.

Sincerely,

Dave Clark

CFO, Senior Vice President
The Wooditch Company

GENERAL PROVISIONS