



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

707B

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
August 10, 2010

**SUBJECT:** Norco MDP Line NA-3 & North Norco Channel Line N-1, Stage 2  
Project Nos. 2-0-00075 and 2-0-00143-02; Project Award

**RECOMMENDED MOTION:**

The Board approve the low bid submitted by the firm of Alcon Colorado Engineering, Inc. for \$979,094.00 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 2010-2011 budget.

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

rip

<b>FINANCIAL DATA</b>	Current F.Y. District Cost:	\$ 979,094	In Current Year Budget:	Yes
	Current F.Y. County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$ N/A	For Fiscal Year:	2010-2011

<b>SOURCE OF FUNDS:</b> 25120 947420 527980 Zone 2 Construction Contracts	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**APPROVE**

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

BY:   
Jerry Norris

County Executive Office Signature

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

On motion of Supervisor Buster, 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: August 10, 2010  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

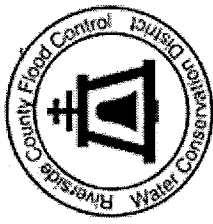
Prev. Agn. Ref.: 11.3 of 5/25/10 | District: 2nd | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

11.3

FORM APPROVED COUNTY COUNSEL  
DATE 7/10/10  
BY: NEAL R. KIPNIS  
Departmental Concurrence  
FISCAL PROCEDURES APPROVED  
IVAN M. CHAND, FINANCE DIRECTOR  
7/19/2010  
IVAN M. CHAND

RJC  
26 July 2010  
Dep't Recomm.:  Consent  Policy  
Per Exec. Ofc.:  Consent  Policy



**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:** NORCO MDP LINE NA-3 & NORTH NORCO CHANNEL LINE N-1, STAGE 2

**Project Number:** 2-0-00075

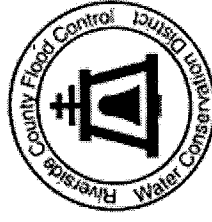
**Bid Open Date:** 06/29/2010

<i>Total</i>	<i>Contractor Name</i>	<i>Address</i>	<i>Phone</i>
\$979,094.00	ALCON COLORADO ENGINEERING, INC.	Post Office Box 892305 Temecula, CA 92589	951.461.3302
\$1,064,452.00	BERT W. SALAS, INC.	10748 KEITH STREET SANTEE, CA 92071	
\$1,091,739.00	H & H GENERAL CONTRACTORS, INC.	Post Office Box 536 Highland, CA 92346-0536	909.891.1877
\$1,148,300.00	PACIFIC STATES ENGINEERING	30125 Wickerd Road Menifee, CA 92584	951-246-1406
\$1,164,707.50	C. P. CONSTRUCTION CO., INC.	Post Office Box 1206 Ontario, CA 91762	909.981.1091
\$1,233,771.00	GARCIA JUAREZ CONSTRUCTION, INC.	Post Office Box 309 Brea, CA 92822	562.984.7340
\$1,241,051.00	ANDREW PAPAC AND SONS (Papac Construction Co., Inc.)	2030 Santa Anita Avenue South El Monte, CA 91733	626/443-4061
\$1,257,947.25	DOWNING CONSTRUCTION, INC.	35018 Yucaipa Boulevard Yucaipa, CA 92399	909-797-7444
\$1,273,987.00	COLICH AND SONS	547 W. 140th Street Gardena, CA 90248	
\$1,450,000.00	REMEDIAL CIVIL CONSTRUCTORS, INC. dba RCC	3823 Oceanview Boulevard Montrose, CA 91020	818.952.6752
\$1,490,073.00	PAULUS ENGINEERING, INC.	2871 E. Coronado Street Anaheim, CA 92806	
\$1,497,855.00	MIRAMONTES CONSTRUCTION CO., INC.	Post Office Box 90095 City of Industry, CA 91715-0095	626.330.1043
\$1,652,000.00	KANA PIPELINE, INC.	1639 East Miraloma Avenue Placentia, CA 92870	714-986-1400
\$2,238,995.00	SAVALA CONSTRUCTION CO.	16402 East Construction Circle Irvine, CA 92606-4408	949.552.1859

\$1,343,700.50 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



BERT W. SALAS, INC.

ALCON COLORADO  
ENGINEERING, INC.

ENGINEER'S ESTIMATE

**Bid Abstract**

**Project Name:** NORCO MDP LINE NA-3 & NORTH NORCO CHANNEL LINE N-1, STAGE 2

**Project Number:** 2-0-00075

**Bid Open Date:** 06/29/2010

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	\$70,000.00	\$70,000.00
2 WATER CONTROL	L.S.	1	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$5,160.00	\$5,160.00
3 TRAFFIC CONTROL	L.S.	1	\$69,200.00	\$69,200.00	\$17,500.00	\$17,500.00	\$67,500.00	\$67,500.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$15,540.00	\$15,540.00
5 EXCAVATION	C.Y.	8,643	\$10.00	\$86,430.00	\$8.00	\$69,144.00	\$13.00	\$112,359.00
6 ASPHALT CONCRETE EXCAVATION	C.Y.	120	\$150.00	\$18,000.00	\$45.00	\$5,400.00	\$41.00	\$4,920.00
7 BACKFILL	C.Y.	6,660	\$20.00	\$133,200.00	\$8.00	\$53,280.00	\$17.50	\$116,550.00
8 CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	21	\$100.00	\$2,100.00	\$67.00	\$1,407.00	\$68.00	\$1,428.00
9 FILTER MATERIAL	C.Y.	214	\$50.00	\$10,700.00	\$30.00	\$6,420.00	\$37.00	\$7,918.00
10 EQUESTRIAN TRAIL MATERIAL	C.Y.	65	\$50.00	\$3,250.00	\$145.00	\$9,425.00	\$96.00	\$6,240.00
11 TRENCH SAFETY SYSTEM	L.S.	1	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00	\$6,600.00	\$6,600.00
12 CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	97	\$600.00	\$58,200.00	\$648.00	\$62,856.00	\$975.00	\$94,575.00
13 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	34	\$400.00	\$13,600.00	\$567.00	\$19,278.00	\$450.00	\$15,300.00
14 TRANSITION STRUCTURE NO. 3	EACH	4	\$5,750.00	\$23,000.00	\$2,350.00	\$9,400.00	\$2,300.00	\$9,200.00
15 JUNCTION STRUCTURE NO. 2	EACH	8	\$3,000.00	\$24,000.00	\$2,260.00	\$18,080.00	\$1,400.00	\$11,200.00
16 MANHOLE NO. 1	EACH	10	\$5,600.00	\$56,000.00	\$3,880.00	\$38,800.00	\$3,180.00	\$31,800.00
17 MANHOLE NO. 2	EACH	3	\$5,600.00	\$16,800.00	\$4,570.00	\$13,710.00	\$4,275.00	\$12,825.00
18 18" RCP, CLASS IV	L.F.	451	\$90.00	\$40,590.00	\$60.00	\$27,060.00	\$39.00	\$17,589.00
19 24" RCP, CLASS IV	L.F.	815	\$95.00	\$77,425.00	\$75.00	\$61,125.00	\$40.50	\$33,007.50
20 30" RCP, 1500D	L.F.	1,909	\$100.00	\$190,900.00	\$90.00	\$171,810.00	\$47.00	\$89,723.00
21 36" RCP, 1550D	L.F.	821	\$110.00	\$90,310.00	\$100.00	\$82,100.00	\$57.00	\$46,797.00
22 42" RCP, 1550D	L.F.	224	\$130.00	\$29,120.00	\$120.00	\$26,880.00	\$72.00	\$16,128.00
23 AGGREGATE BASE, CLASS 2	C.Y.	348	\$50.00	\$17,400.00	\$40.00	\$13,920.00	\$53.00	\$18,444.00
24 ASPHALT CONCRETE, TYPE "B"	TONS	926	\$95.00	\$87,970.00	\$95.00	\$87,970.00	\$130.00	\$120,380.00
25 ASPHALT CONCRETE DIKE	L.F.	349	\$7.00	\$2,443.00	\$19.00	\$6,631.00	\$16.00	\$5,584.00
26 TEMPORARY RESURFACING	TONS	184	\$100.00	\$18,400.00	\$70.00	\$12,880.00	\$120.00	\$22,080.00
27 MISCELLANEOUS IRON AND STEEL	LBS.	16,455	\$1.50	\$24,682.50	\$2.00	\$32,910.00	\$1.50	\$24,682.50
28 12" CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	32	\$110.00	\$3,520.00	\$54.00	\$1,728.00	\$13.50	\$432.00

**Project Name: NORCO MDP LINE NA-3 & NORTH NORCO CHANNEL LINE N-1, STAGE 2**

**Project Number: 2-0-00075**

**Bid Open Date: 06/29/2010**

**ENGINEER'S ESTIMATE**  
**ALCON COLORADO ENGINEERING, INC.**  
**BERT W. SALAS, INC.**

Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
29 15" CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	15	\$110.00	\$1,650.00	\$57.00	\$855.00	\$29.00	\$435.00
30 MANHOLE COVER INSERT	EACH	4	\$40.00	\$160.00	\$130.00	\$520.00	\$200.00	\$800.00
31 POTHOLE	EACH	8	\$1,200.00	\$9,600.00	\$900.00	\$7,200.00	\$320.00	\$2,560.00
32 TRAIL FENCING	L.F.	435	\$10.00	\$4,350.00	\$13.00	\$5,655.00	\$19.00	\$8,265.00
33 FIRE HYDRANT AND VALVE RELOCATION	L.S.	1	\$4,000.00	\$4,000.00	\$12,500.00	\$12,500.00	\$6,350.00	\$6,350.00
34 REMODEL 4-INCH VITRIFIED CLAY PIPE (VCP) HOUSE CONNECTION	L.F.	70	\$110.00	\$7,700.00	\$50.00	\$3,500.00	\$44.00	\$3,080.00
35 REMODEL 1-INCH WATER SERVICE CONNECTION	EACH	9	\$1,000.00	\$9,000.00	\$850.00	\$7,650.00	\$410.00	\$3,690.00
36 DUST ABATEMENT	L.S.	1	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$37,820.00	\$37,820.00
37 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$12,140.00	\$12,140.00
38 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$5,350.00	\$5,350.00
				<b>\$1,343,700.50</b>	<b>\$979,094.00</b>		<b>\$1,064,452.00</b>	

**Project Name: NORCO MDP LINE NA-3 & NORTH NORCO CHANNEL LINE N-1, STAGE 2**

**Project Number: 2-0-00075**

**Bid Open Date: 06/29/2010**

**C. P. CONSTRUCTION CO.,  
INC.**

**PACIFIC STATES  
ENGINEERING**

**H & H GENERAL  
CONTRACTORS, INC.**

Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$87,000.00	\$87,000.00	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00
2 WATER CONTROL	L.S.	1	\$11,000.00	\$11,000.00	\$1,300.00	\$1,300.00	\$15,000.00	\$15,000.00
3 TRAFFIC CONTROL	L.S.	1	\$29,000.00	\$29,000.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$25,000.00	\$25,000.00	\$86,616.00	\$86,616.00	\$45,000.00	\$45,000.00
5 EXCAVATION	C.Y.	8,643	\$15.00	\$129,645.00	\$9.00	\$77,787.00	\$5.00	\$43,215.00
6 ASPHALT CONCRETE EXCAVATION	C.Y.	120	\$38.00	\$4,560.00	\$90.00	\$10,800.00	\$7.00	\$840.00
7 BACKFILL	C.Y.	6,660	\$25.00	\$166,500.00	\$16.00	\$106,560.00	\$15.00	\$99,900.00
8 CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	21	\$131.00	\$2,751.00	\$100.00	\$2,100.00	\$125.00	\$2,625.00
9 FILTER MATERIAL	C.Y.	214	\$43.00	\$9,202.00	\$35.00	\$7,490.00	\$35.00	\$7,490.00
10 EQUESTRIAN TRAIL MATERIAL	C.Y.	65	\$162.00	\$10,530.00	\$162.00	\$10,530.00	\$55.00	\$3,575.00
11 TRENCH SAFETY SYSTEM	L.S.	1	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
12 CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	97	\$673.00	\$65,281.00	\$901.00	\$87,397.00	\$600.00	\$58,200.00
13 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	34	\$469.00	\$15,946.00	\$330.00	\$11,220.00	\$415.00	\$14,110.00
14 TRANSITION STRUCTURE NO. 3	EACH	4	\$2,777.00	\$11,108.00	\$2,500.00	\$10,000.00	\$4,000.00	\$16,000.00
15 JUNCTION STRUCTURE NO. 2	EACH	8	\$1,787.00	\$14,296.00	\$1,300.00	\$10,400.00	\$1,500.00	\$12,000.00
16 MANHOLE NO. 1	EACH	10	\$3,410.00	\$34,100.00	\$6,500.00	\$65,000.00	\$4,950.00	\$49,500.00
17 MANHOLE NO. 2	EACH	3	\$4,216.00	\$12,648.00	\$8,000.00	\$24,000.00	\$5,500.00	\$16,500.00
18 18" RCP, CLASS IV	L.F.	451	\$66.00	\$29,766.00	\$61.00	\$27,511.00	\$64.00	\$28,864.00
19 24" RCP, CLASS IV	L.F.	815	\$49.00	\$39,935.00	\$47.00	\$38,305.00	\$83.00	\$67,645.00
20 30" RCP, 1500D	L.F.	1,909	\$53.00	\$101,177.00	\$70.00	\$133,630.00	\$103.00	\$196,627.00
21 36" RCP, 1550D	L.F.	821	\$71.00	\$58,291.00	\$82.00	\$67,322.00	\$129.00	\$105,909.00
22 42" RCP, 1550D	L.F.	224	\$92.00	\$20,608.00	\$134.00	\$30,016.00	\$144.00	\$32,256.00
23 AGGREGATE BASE, CLASS 2	C.Y.	348	\$78.00	\$27,144.00	\$72.00	\$25,056.00	\$45.00	\$15,660.00
24 ASPHALT CONCRETE, TYPE "B"	TONS	926	\$83.00	\$76,858.00	\$96.00	\$88,896.00	\$128.00	\$118,528.00
25 ASPHALT CONCRETE DIKE	L.F.	349	\$16.00	\$5,584.00	\$14.00	\$4,886.00	\$25.00	\$8,725.00
26 TEMPORARY RESURFACING	TONS	184	\$83.00	\$15,272.00	\$170.00	\$31,280.00	\$110.00	\$20,240.00
27 MISCELLANEOUS IRON AND STEEL	LBS.	16,455	\$1.60	\$26,328.00	\$1.60	\$26,328.00	\$1.50	\$24,682.50
28 12" CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	32	\$58.00	\$1,856.00	\$110.00	\$3,520.00	\$60.00	\$1,920.00

**Project Name: NORCO MDP LINE NA-3 & NORTH NORCO CHANNEL LINE N-1, STAGE 2**

**Project Number: 2-0-00075**  
**Bid Open Date: 06/29/2010**

**C. P. CONSTRUCTION CO.,  
 INC.**

**PACIFIC STATES  
 ENGINEERING**

**H & H GENERAL  
 CONTRACTORS, INC.**

Item No. & Description	Unit	Quantity	H & H GENERAL CONTRACTORS, INC.		PACIFIC STATES ENGINEERING		C. P. CONSTRUCTION CO., INC.	
			Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
29 15" CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	15	\$102.00	\$1,530.00	\$200.00	\$3,000.00	\$68.00	\$1,020.00
30 MANHOLE COVER INSERT	EACH	4	\$522.00	\$2,088.00	\$300.00	\$1,200.00	\$350.00	\$1,400.00
31 POTHOLE	EACH	8	\$371.00	\$2,968.00	\$1,000.00	\$8,000.00	\$450.00	\$3,600.00
32 TRAIL FENCING	L.F.	435	\$17.00	\$7,395.00	\$20.00	\$8,700.00	\$25.00	\$10,875.00
33 FIRE HYDRANT AND VALVE RELOCATION	L.S.	1	\$5,335.00	\$5,335.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00
34 REMODEL 4-INCH VITRIFIED CLAY PIPE (VCP) HOUSE CONNECTION	L.F.	70	\$44.00	\$3,080.00	\$375.00	\$26,250.00	\$85.00	\$5,950.00
35 REMODEL 1-INCH WATER SERVICE CONNECTION	EACH	9	\$1,173.00	\$10,557.00	\$1,300.00	\$11,700.00	\$1,150.00	\$10,350.00
36 DUST ABATEMENT	L.S.	1	\$6,600.00	\$6,600.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00
37 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
38 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$3,800.00	\$3,800.00	\$2,000.00	\$2,000.00	\$1.00	\$1.00
			<b>\$1,091,739.00</b>		<b>\$1,148,300.00</b>		<b>\$1,164,707.50</b>	

**Project Name:** NORCO MDP LINE NA-3 & NORTH NORCO CHANNEL LINE N-1, STAGE 2

**Project Number:** 2-0-00075

**Bid Open Date:** 06/29/2010

**ANDREW PAPAC AND SONS (Papac Construction)**

Unit Bid	Total Bid
\$15,000.00	\$15,000.00
\$1,000.00	\$1,000.00
\$6,000.00	\$6,000.00
\$5,000.00	\$5,000.00
\$10.00	\$86,430.00

**GARCIA JUAREZ CONSTRUCTION, INC.**

Unit Bid	Total Bid
\$15,000.00	\$15,000.00
\$1,000.00	\$1,000.00
\$5,000.00	\$5,000.00
\$5,000.00	\$5,000.00
\$12.00	\$103,716.00

**DOWNING CONSTRUCTION, INC.**

Unit Bid	Total Bid
\$45,000.00	\$45,000.00
\$10,000.00	\$10,000.00
\$25,000.00	\$25,000.00
\$12,000.00	\$12,000.00
\$6.00	\$51,858.00

Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$45,000.00	\$45,000.00
2 WATER CONTROL	L.S.	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00
3 TRAFFIC CONTROL	L.S.	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$25,000.00	\$25,000.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00
5 EXCAVATION	C.Y.	8,643	\$12.00	\$103,716.00	\$10.00	\$86,430.00	\$6.00	\$51,858.00
6 ASPHALT CONCRETE EXCAVATION	C.Y.	120	\$45.00	\$5,400.00	\$110.00	\$13,200.00	\$8.00	\$960.00
7 BACKFILL	C.Y.	6,660	\$10.00	\$66,600.00	\$8.00	\$53,280.00	\$5.00	\$33,300.00
8 CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	21	\$100.00	\$2,100.00	\$110.00	\$2,310.00	\$61.00	\$1,281.00
9 FILTER MATERIAL	C.Y.	214	\$36.00	\$7,704.00	\$50.00	\$10,700.00	\$25.00	\$5,350.00
10 EQUESTRIAN TRAIL MATERIAL	C.Y.	65	\$100.00	\$6,500.00	\$90.00	\$5,850.00	\$100.00	\$6,500.00
11 TRENCH SAFETY SYSTEM	L.S.	1	\$90,000.00	\$90,000.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00
12 CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	97	\$1,000.00	\$97,000.00	\$935.00	\$90,695.00	\$525.00	\$50,925.00
13 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	34	\$325.00	\$11,050.00	\$485.00	\$16,490.00	\$800.00	\$27,200.00
14 TRANSITION STRUCTURE NO. 3	EACH	4	\$3,000.00	\$12,000.00	\$2,100.00	\$8,400.00	\$4,900.00	\$19,600.00
15 JUNCTION STRUCTURE NO. 2	EACH	8	\$2,000.00	\$16,000.00	\$1,600.00	\$12,800.00	\$2,590.00	\$20,720.00
16 MANHOLE NO. 1	EACH	10	\$5,000.00	\$50,000.00	\$4,000.00	\$40,000.00	\$4,000.00	\$40,000.00
17 MANHOLE NO. 2	EACH	3	\$6,000.00	\$18,000.00	\$4,600.00	\$13,800.00	\$4,500.00	\$13,500.00
18 18" RCP, CLASS IV	L.F.	451	\$100.00	\$45,100.00	\$110.00	\$49,610.00	\$140.00	\$63,140.00
19 24" RCP, CLASS IV	L.F.	815	\$110.00	\$89,650.00	\$120.00	\$97,800.00	\$150.00	\$122,250.00
20 30" RCP, 1500D	L.F.	1,909	\$125.00	\$238,625.00	\$160.00	\$305,440.00	\$163.00	\$311,167.00
21 36" RCP, 1550D	L.F.	821	\$135.00	\$110,835.00	\$163.00	\$133,823.00	\$179.00	\$146,959.00
22 42" RCP, 1550D	L.F.	224	\$145.00	\$32,480.00	\$177.00	\$39,648.00	\$194.00	\$43,456.00
23 AGGREGATE BASE, CLASS 2	C.Y.	348	\$32.00	\$11,136.00	\$85.00	\$29,580.00	\$39.00	\$13,572.00
24 ASPHALT CONCRETE, TYPE "B"	TONS	926	\$90.00	\$83,340.00	\$100.00	\$92,600.00	\$82.00	\$75,932.00
25 ASPHALT CONCRETE DIKE	L.F.	349	\$15.00	\$5,235.00	\$25.00	\$8,725.00	\$26.00	\$9,074.00
26 TEMPORARY RESURFACING	TONS	184	\$90.00	\$16,560.00	\$100.00	\$18,400.00	\$96.00	\$17,664.00
27 MISCELLANEOUS IRON AND STEEL	LBS.	16,455	\$2.00	\$32,910.00	\$2.00	\$32,910.00	\$1.75	\$28,796.25
28 12" CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	32	\$115.00	\$3,680.00	\$100.00	\$3,200.00	\$60.00	\$1,920.00

**Project Name: NORCO MDP LINE NA-3 & NORTH NORCO CHANNEL LINE N-1, STAGE 2**

**Project Number: 2-0-00075**

**Bid Open Date: 06/29/2010**

Item No. & Description	Unit	Quantity	GARCIA JUAREZ CONSTRUCTION, INC.		ANDREW PAPAC AND SONS (Papac Construction Co., Inc.)		DOWNING CONSTRUCTION, INC.	
			Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
29 15" CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	15	\$115.00	\$1,725.00	\$100.00	\$1,500.00	\$61.00	\$915.00
30 MANHOLE COVER INSERT	EACH	4	\$1,000.00	\$4,000.00	\$140.00	\$560.00	\$182.00	\$728.00
31 POTHOLE	EACH	8	\$300.00	\$2,400.00	\$500.00	\$4,000.00	\$400.00	\$3,200.00
32 TRAIL FENCING	L.F.	435	\$35.00	\$15,225.00	\$20.00	\$8,700.00	\$40.00	\$17,400.00
33 FIRE HYDRANT AND VALVE RELOCATION	L.S.	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
34 REMODEL 4-INCH VITRIFIED CLAY PIPE (VCP) HOUSE CONNECTION	L.F.	70	\$90.00	\$6,300.00	\$30.00	\$2,100.00	\$34.00	\$2,380.00
35 REMODEL 1-INCH WATER SERVICE CONNECTION	EACH	9	\$1,500.00	\$13,500.00	\$500.00	\$4,500.00	\$800.00	\$7,200.00
36 DUST ABATEMENT	L.S.	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00
37 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00
38 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
				<b>\$1,233,771.00</b>		<b>\$1,241,051.00</b>		<b>\$1,257,947.25</b>



**Project Name: NORCO MDP LINE NA-3 & NORTH NORCO CHANNEL LINE N-1, STAGE 2**

**Project Number: 2-0-00075**

**Bid Open Date: 06/29/2010**

**PAULUS ENGINEERING,  
INC.**

**REMEDIAL CIVIL  
CONSTRUCTORS, INC. dba**

**COLICH AND SONS**

Item No. & Description	Unit	Quantity	COLICH AND SONS		REMEDIAL CIVIL CONSTRUCTORS, INC. dba		PAULUS ENGINEERING, INC.	
			Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$60,000.00	\$60,000.00	\$67,589.00	\$67,589.00	\$35,000.00	\$35,000.00
2 WATER CONTROL	L.S.	1	\$3,000.00	\$3,000.00	\$12,200.00	\$12,200.00	\$5,000.00	\$5,000.00
3 TRAFFIC CONTROL	L.S.	1	\$12,000.00	\$12,000.00	\$36,000.00	\$36,000.00	\$15,000.00	\$15,000.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$13,500.00	\$13,500.00	\$10,800.00	\$10,800.00	\$15,000.00	\$15,000.00
5 EXCAVATION	C.Y.	8,643	\$10.00	\$86,430.00	\$49.00	\$423,507.00	\$43.00	\$371,649.00
6 ASPHALT CONCRETE EXCAVATION	C.Y.	120	\$35.00	\$4,200.00	\$38.00	\$4,560.00	\$172.00	\$20,640.00
7 BACKFILL	C.Y.	6,660	\$16.00	\$106,560.00	\$15.70	\$104,562.00	\$18.00	\$119,880.00
8 CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	21	\$65.00	\$1,365.00	\$135.00	\$2,835.00	\$198.00	\$4,158.00
9 FILTER MATERIAL	C.Y.	214	\$40.00	\$8,560.00	\$81.00	\$17,334.00	\$63.00	\$13,482.00
10 EQUESTRIAN TRAIL MATERIAL	C.Y.	65	\$50.00	\$3,250.00	\$135.00	\$8,775.00	\$90.00	\$5,850.00
11 TRENCH SAFETY SYSTEM	L.S.	1	\$10,000.00	\$10,000.00	\$24,400.00	\$24,400.00	\$6,000.00	\$6,000.00
12 CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	97	\$1,400.00	\$135,800.00	\$860.00	\$83,420.00	\$848.00	\$82,256.00
13 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	34	\$80.00	\$2,720.00	\$300.00	\$10,200.00	\$1,110.00	\$37,740.00
14 TRANSITION STRUCTURE NO. 3	EACH	4	\$2,500.00	\$10,000.00	\$2,400.00	\$9,600.00	\$2,600.00	\$10,400.00
15 JUNCTION STRUCTURE NO. 2	EACH	8	\$2,600.00	\$20,800.00	\$2,170.00	\$17,360.00	\$2,050.00	\$16,400.00
16 MANHOLE NO. 1	EACH	10	\$4,000.00	\$40,000.00	\$3,800.00	\$38,000.00	\$6,900.00	\$69,000.00
17 MANHOLE NO. 2	EACH	3	\$4,700.00	\$14,100.00	\$5,200.00	\$15,600.00	\$5,200.00	\$15,600.00
18 18" RCP, CLASS IV	L.F.	451	\$87.00	\$39,237.00	\$63.00	\$28,413.00	\$68.00	\$30,668.00
19 24" RCP, CLASS IV	L.F.	815	\$90.00	\$73,350.00	\$65.00	\$52,975.00	\$81.00	\$66,015.00
20 30" RCP, 1500D	L.F.	1,909	\$129.00	\$246,261.00	\$81.00	\$154,629.00	\$100.00	\$190,900.00
21 36" RCP, 1550D	L.F.	821	\$146.00	\$119,866.00	\$82.00	\$67,322.00	\$110.00	\$90,310.00
22 42" RCP, 1550D	L.F.	224	\$202.00	\$45,248.00	\$119.00	\$26,656.00	\$132.00	\$29,568.00
23 AGGREGATE BASE, CLASS 2	C.Y.	348	\$50.00	\$17,400.00	\$135.00	\$46,980.00	\$79.00	\$27,492.00
24 ASPHALT CONCRETE, TYPE "B"	TONS	926	\$100.00	\$92,600.00	\$96.00	\$88,896.00	\$120.00	\$111,120.00
25 ASPHALT CONCRETE DIKE	L.F.	349	\$15.00	\$5,235.00	\$16.00	\$5,584.00	\$15.00	\$5,235.00
26 TEMPORARY RESURFACING	TONS	184	\$85.00	\$15,640.00	\$81.00	\$14,904.00	\$130.00	\$23,920.00
27 MISCELLANEOUS IRON AND STEEL	LBS.	16,455	\$2.00	\$32,910.00	\$1.50	\$24,682.50	\$1.00	\$16,455.00
28 12" CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	32	\$25.00	\$800.00	\$81.00	\$2,592.00	\$80.00	\$2,560.00

**Project Name: NORCO MDP LINE NA-3 & NORTH NORCO CHANNEL LINE N-1, STAGE 2**

**Project Number: 2-0-00075**

**Bid Open Date: 06/29/2010**

**PAULUS ENGINEERING,  
INC.**

**REMEDIAL CIVIL  
CONSTRUCTORS, INC. dba**

**COLICH AND SONS**

Item No. & Description	Unit	Quantity	COLICH AND SONS		REMEDIAL CIVIL CONSTRUCTORS, INC. dba		PAULUS ENGINEERING, INC.	
			Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
29 15" CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	15	\$35.00	\$525.00	\$108.00	\$1,620.00	\$95.00	\$1,425.00
30 MANHOLE COVER INSERT	EACH	4	\$120.00	\$480.00	\$103.00	\$412.00	\$200.00	\$800.00
31 POTHOLE	EACH	8	\$600.00	\$4,800.00	\$400.00	\$3,200.00	\$950.00	\$7,600.00
32 TRAIL FENCING	L.F.	435	\$20.00	\$8,700.00	\$19.50	\$8,482.50	\$20.00	\$8,700.00
33 FIRE HYDRANT AND VALVE RELOCATION	L.S.	1	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$5,200.00	\$5,200.00
34 REMODEL 4-INCH VITRIFIED CLAY PIPE (VCP) HOUSE CONNECTION	L.F.	70	\$45.00	\$3,150.00	\$13.00	\$910.00	\$75.00	\$5,250.00
35 REMODEL 1-INCH WATER SERVICE CONNECTION	EACH	9	\$1,000.00	\$9,000.00	\$500.00	\$4,500.00	\$1,200.00	\$10,800.00
36 DUST ABATEMENT	L.S.	1	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
37 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00
38 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
			<b>\$1,273,987.00</b>		<b>\$1,450,000.00</b>		<b>\$1,490,073.00</b>	

**Project Name: NORCO MDP LINE NA-3 & NORTH NORCO CHANNEL LINE N-1, STAGE 2**

**Project Number: 2-0-00075**

**Bid Open Date: 06/29/2010**

**MIRAMONTES  
CONSTRUCTION CO., INC.**

**KANA PIPELINE, INC.**

**SAVALA CONSTRUCTION  
CO.**

Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$75,000.00	\$75,000.00	\$59,052.00	\$59,052.00	\$33,550.00	\$33,550.00
2 WATER CONTROL	L.S.	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$3,300.00	\$3,300.00
3 TRAFFIC CONTROL	L.S.	1	\$30,000.00	\$30,000.00	\$14,000.00	\$14,000.00	\$106,920.00	\$106,920.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$71,500.00	\$71,500.00
5 EXCAVATION	C.Y.	8,643	\$5.00	\$43,215.00	\$45.00	\$388,935.00	\$23.10	\$199,653.30
6 ASPHALT CONCRETE EXCAVATION	C.Y.	120	\$67.50	\$8,100.00	\$74.00	\$8,880.00	\$27.50	\$3,300.00
7 BACKFILL	C.Y.	6,660	\$10.00	\$66,600.00	\$49.00	\$326,340.00	\$39.60	\$263,736.00
8 CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	21	\$150.00	\$3,150.00	\$190.00	\$3,990.00	\$88.00	\$1,848.00
9 FILTER MATERIAL	C.Y.	214	\$12.00	\$2,568.00	\$64.00	\$13,696.00	\$44.00	\$9,416.00
10 EQUESTRIAN TRAIL MATERIAL	C.Y.	65	\$40.00	\$2,600.00	\$100.00	\$6,500.00	\$365.20	\$23,738.00
11 TRENCH SAFETY SYSTEM	L.S.	1	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$27,720.00	\$27,720.00
12 CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	97	\$900.00	\$87,300.00	\$870.00	\$84,390.00	\$990.00	\$96,030.00
13 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	34	\$600.00	\$20,400.00	\$590.00	\$20,060.00	\$528.00	\$17,952.00
14 TRANSITION STRUCTURE NO. 3	EACH	4	\$2,600.00	\$10,400.00	\$3,000.00	\$12,000.00	\$2,200.00	\$8,800.00
15 JUNCTION STRUCTURE NO. 2	EACH	8	\$2,300.00	\$18,400.00	\$1,300.00	\$10,400.00	\$1,650.00	\$13,200.00
16 MANHOLE NO. 1	EACH	10	\$5,000.00	\$50,000.00	\$3,100.00	\$31,000.00	\$4,400.00	\$44,000.00
17 MANHOLE NO. 2	EACH	3	\$5,000.00	\$15,000.00	\$3,500.00	\$10,500.00	\$4,950.00	\$14,850.00
18 18" RCP, CLASS IV	L.F.	451	\$100.00	\$45,100.00	\$64.00	\$28,864.00	\$302.50	\$136,427.50
19 24" RCP, CLASS IV	L.F.	815	\$150.00	\$122,250.00	\$68.00	\$55,420.00	\$195.80	\$159,577.00
20 30" RCP, 1500D	L.F.	1,909	\$200.00	\$381,800.00	\$82.00	\$156,538.00	\$216.70	\$413,680.30
21 36" RCP, 1550D	L.F.	821	\$210.00	\$172,410.00	\$122.00	\$100,162.00	\$236.50	\$194,166.50
22 42" RCP, 1550D	L.F.	224	\$350.00	\$78,400.00	\$161.00	\$36,064.00	\$248.60	\$55,686.40
23 AGGREGATE BASE, CLASS 2	C.Y.	348	\$50.00	\$17,400.00	\$55.00	\$19,140.00	\$95.70	\$33,303.60
24 ASPHALT CONCRETE, TYPE "B"	TONS	926	\$100.00	\$92,600.00	\$87.00	\$80,562.00	\$148.50	\$137,511.00
25 ASPHALT CONCRETE DIKE	L.F.	349	\$16.00	\$5,584.00	\$16.00	\$5,584.00	\$22.00	\$7,678.00
26 TEMPORARY RESURFACING	TONS	184	\$100.00	\$18,400.00	\$160.00	\$29,440.00	\$94.60	\$17,406.40
27 MISCELLANEOUS IRON AND STEEL	LBS.	16,455	\$1.60	\$26,328.00	\$2.00	\$32,910.00	\$2.20	\$36,201.00
28 12" CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	32	\$50.00	\$1,600.00	\$79.00	\$2,528.00	\$99.00	\$3,168.00

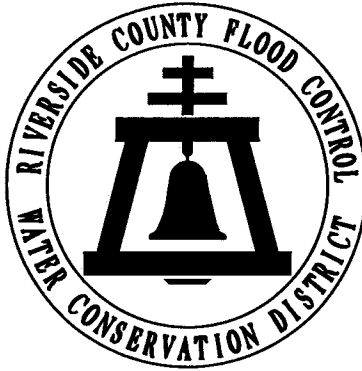
**Project Name: NORCO MDP LINE NA-3 & NORTH NORCO CHANNEL LINE N-1, STAGE 2**

**Project Number:** 2-0-00075  
**Bid Open Date:** 06/29/2010

**KANA PIPELINE, INC.**  
**SAVALA CONSTRUCTION CO.**

**MIRAMONTES CONSTRUCTION CO., INC.**

<b>Item No. &amp; Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Bid</b>	<b>Total Bid</b>	<b>Unit Bid</b>	<b>Total Bid</b>	<b>Unit Bid</b>	<b>Total Bid</b>
29 15" CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	15	\$60.00	\$900.00	\$163.00	\$2,445.00	\$195.80	\$2,937.00
30 MANHOLE COVER INSERT	EACH	4	\$250.00	\$1,000.00	\$650.00	\$2,600.00	\$132.00	\$528.00
31 POTHOLE	EACH	8	\$200.00	\$1,600.00	\$650.00	\$5,200.00	\$484.00	\$3,872.00
32 TRAIL FENCING	L.F.	435	\$20.00	\$8,700.00	\$20.00	\$8,700.00	\$11.00	\$4,785.00
33 FIRE HYDRANT AND VALVE RELOCATION	L.S.	1	\$5,000.00	\$5,000.00	\$9,500.00	\$9,500.00	\$8,690.00	\$8,690.00
34 REMODEL 4-INCH VITRIFIED CLAY PIPE (VCP) HOUSE CONNECTION	L.F.	70	\$125.00	\$8,750.00	\$120.00	\$8,400.00	\$255.20	\$17,864.00
35 REMODEL 1-INCH WATER SERVICE CONNECTION	EACH	9	\$700.00	\$6,300.00	\$1,300.00	\$11,700.00	\$1,650.00	\$14,850.00
36 DUST ABATEMENT	L.S.	1	\$6,000.00	\$6,000.00	\$14,000.00	\$14,000.00	\$24,750.00	\$24,750.00
37 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$10,000.00	\$10,000.00	\$5,500.00	\$5,500.00	\$13,200.00	\$13,200.00
38 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$13,200.00	\$13,200.00
			<b>\$1,497,855.00</b>	<b>\$1,497,855.00</b>	<b>\$1,652,000.00</b>		<b>\$2,238,995.00</b>	

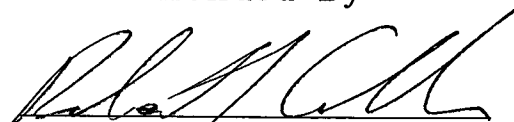


SPECIFICATIONS and CONTRACT DOCUMENTS  
for the CONSTRUCTION of  
NORCO MDP LINE NA-3  
&  
NORTH NORCO CHANNEL  
LINE N-1, STAGE 2

PROJECT NO. 2-0-0075  
PROJECT NO. 2-0-0143

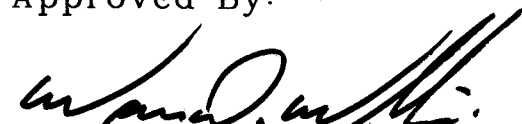
These specifications and contract documents have been prepared under the direction of the following Registered Civil Engineers:

Recommended By:

 5/4/10  
Chief, Design & Construction Date



Approved By:

 5/4/10  
Chief Engineer Date



## TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
Notice to Contractors	II-III
Instructions to Bidders	IV-VI
Contractor's Proposal	VII-VIII
List of Subcontractors	IX
Experience Statement	X
Statement of Licensure	XI
Affidavits	XII-XIV
Bid Bond	XV
Agreement	XVI-XVII
Exhibit	XVIII
Performance Bond	XIX
Payment Bond	XX

### GENERAL PROVISIONS

Section I - Definition of Terms	1-2
Section II - Scope of Work	2-6
2.01 Work to be Done	
2.02 Construction Schedule	
2.03 Drawings and Specifications on the Work	
2.04 Estimate of Quantities	
2.05 Protests	
2.06 Alterations	
2.07 Extra Work	
2.08 Payment for Extra Work	
2.09 Rights of Way	
2.10 Cleaning Up	
Section III - Control of the Work	6-8
3.01 Authority of the Engineer	
3.02 Detail Drawings	
3.03 Conformity with Plans and Allowable Deviations	
3.04 Interpretations of Plans and Specifications	
3.05 Superintendence	
3.06 Lines and Grades	
3.07 Inspection of Work	
3.08 Removal of Defective and Unauthorized Work	
3.09 Equipment and Plant	
3.10 Final Inspection	
Section IV - Control of Material	8-10
4.01 District Furnished Materials	
4.02 Source of Supply and Quality of Materials	

TABLE OF CONTENTS - CONTD.

GENERAL PROVISIONS contd.

	<u>Page</u>
4.03 Samples and Tests	
4.04 Storage of Materials	
4.05 Defective Materials	
4.06 Assignment of Claim	
 Section V - Legal Relations and Responsibility	 10-16
5.01 Laws to be Observed	
5.02 Contractor's Responsibility	
5.03 Contractor's Responsibility for Work	
5.04 Property Rights in Materials	
5.05 Permits and Licenses	
5.06 Royalties and Patents	
5.07 Sanitary Provisions	
5.08 Public Safety	
5.09 Use of Explosives	
5.10 Provisions for Emergencies	
5.11 Unforeseen Difficulties	
5.12 Access to the Work	
5.13 Guarantee of Work	
5.14 Damages by Act of God	
 Section VI - Prosecution and Progress	 16-20
6.01 Progress of the Work	
6.02 Overtime Work and Work at Night	
6.03 Subcontracting	
6.04 Character of Workmen	
6.05 Temporary Suspension of the Work	
6.06 Time of Completion and Damages	
6.07 Delays and Extension of Time	
6.08 Assignment	
6.09 Termination of Contract	
 Section VII - Payment	 20-28
7.01 Scope of Payments	
7.01A Measurement and Computation of Quantities	
7.01B Payment at Contract Prices	
7.02 Payment and Compensation for Altered Quantities	
7.03 Force Account Payment	
7.04 Acceptance	
7.05 Deductions from Payments	
7.06 Partial Payments	
7.07 Delayed Payments	

TABLE OF CONTENTS - CONTD.

GENERAL PROVISIONS contd.

	<u>Page</u>
7.08 Final Payment	
7.09 Claims Resolution	
Section VIII - General	29-32
8.01 Cooperation Between Contractors	
8.02 Insurance - Hold Harmless	
8.03 Public Utilities	
8.04 Protection of Existing Street Facilities	
8.05 Diversion and Control of Water	
8.06 Dust Abatement	
8.07 Project Signs	
8.08 Examination of Plans, Specifications, Contract, and Site of Work	
Section IX - Watering	33
9.01 Description	
Section X - Public Convenience, Traffic Control and Detours	33-34
10.01 General	
10.02 Signs	
10.03 Materials Storage	
<u>SPECIAL PROVISIONS</u>	
Section 1 - General	35
1.1 Drawings and Specifications	
Section 2 - Time of Completion, Damages and Legal Holidays	36
2.1 General	
2.2 Damages	
2.3 Legal Holidays	
Section 3 - Force Account Payment	36
3.1 Labor Surcharge	
3.2 Equipment Rental	
Section 4 - Protection of Existing Utilities	36-37
4.1 General	
4.2 Cooperation with Utilities Relocated by Others	
Section 5 - Project Site Maintenance	37



TABLE OF CONTENTS - CONTD.

SPECIAL PROVISIONS contd.

	<u>Page</u>
Section 6 - Special Requirements	37-42
6.1 National Pollutant Discharge Elimination System (NPDES)	
6.2 Sanitation	
6.3 Confined Space Compliance	
6.4 Heavy Equipment Working Hours	
6.5 Encroachment Permits	
6.6 Toxic Material Disposal	
6.7 Survey Crew	
6.8 Survey Monuments	
6.9 Job Trailer Site	
6.10 Construction Tolerances	
6.11 Surplus Excavated Material	
6.12 Sewer Line Inspection	
6.13 Pipe Order Notification	
6.14 Project Signs	
6.15 Liability Insurance	
6.16 Accidental Discovery	

Section 7 - Soils Report 42

Section 8 - Not Used 42

Section 9 - Payment 42

DETAILED SPECIFICATIONS

Section 10 - Mobilization 43

    10.1 Description

    10.2 Payment

Section 11 - Water Control 43-44

    11.1 Description

    11.2 Water Control

    11.3 Measurement and Payment

Section 12 - Traffic Control 44-46

    12.1 Description

    12.2 Notification of Agencies

    12.3 Public Convenience and Access

    12.4 Construction Signs and Traffic Control Plans

    12.5 Flaggers

    12.6 Striping and Pavement Marking

    12.7 Payment

TABLE OF CONTENTS - CONTD.

DETAILED SPECIFICATIONS contd.

	<u>Page</u>
Section 13 - Clearing and Miscellaneous Work	46-47
13.1 Description	
13.2 Clearing and Miscellaneous Work	
13.3 Payment	
Section 14 - Earthwork	47-52
14.1 Description	
14.2 General Excavation Requirements	
14.3 Excavation	
14.4 Asphalt Concrete Excavation	
14.5 General Backfill Requirements	
14.6 Testing	
14.7 Backfill	
14.8 Controlled Low Strength Material (CLSM)	
14.9 Filter Material	
14.10 Equestrian Trail Material	
14.11 Measurement	
14.12 Payment	
Section 15 - Trench Safety System	52-53
15.1 Description	
15.2 Trench Safety System	
15.3 Measurement and Payment	
Section 16 - Concrete Construction	54-58
16.1 Description	
16.2 General Requirements	
16.3 Material and Methods	
16.4 General Reinforcing Steel Requirements	
16.5 Consistency	
16.6 Placing	
16.7 Form Removal and Finish	
16.8 Curing	
16.9 Joints	
16.10 Class "A" Concrete, Minor Structures	
16.11 Class "B" Concrete, Miscellaneous	
16.12 Transition Structure No. 3	
16.13 Junction Structure No. 2	
16.14 Manholes	
16.15 Measurement	
16.16 Payment	

TABLE OF CONTENTS - CONTD.

DETAILED SPECIFICATIONS contd.

	<u>Page</u>
Section 17 - Concrete Pipe	58-59
17.1 Description	
17.2 General Pipe Requirement	
17.3 Reinforced Concrete Pipe	
17.4 Pipe on Curves	
17.5 Video Inspection	
17.6 Measurement	
17.7 Payment	
Section 18 - Not Used	59
Section 19 - Asphalt Concrete Construction	59-63
19.1 Description	
19.2 Aggregate Base, Class 2	
19.3 Asphalt Concrete, Type "B"	
19.4 Asphalt Concrete Dike	
19.5 Temporary Resurfacing	
19.6 Measurement	
19.7 Payment	
Section 20 - Not Used	63
Section 21 - Miscellaneous	63-66
21.1 Description	
21.2 Miscellaneous Iron and Steel	
21.3 Corrugated Metal Pipe, t=0.0747 Inches	
21.4 Manhole Cover Insert	
21.5 Pothole	
21.6 Trail Fencing	
21.7 Fire Hydrant and Valve Relocation	
21.8 Remodel 4-Inch Vitrified Clay Pipe (VCP) House Connection	
21.9 Remodel 1-Inch Water Service Connection	
21.10 Measurement	
21.11 Payment	
Section 22 through Section 26 - Not Used	66
Section 27 - Dust Abatement	66
27.1 Description	
27.2 Dust Abatement	
27.3 Payment	

TABLE OF CONTENTS - CONTD.

DETAILED SPECIFICATIONS

	<u>Page</u>
Section 28 - Not Used	66
Section 29 - Stormwater and Non-Stormwater Pollution Control	66-77
29.1 Description	
29.2 General Requirements	
29.3 Permit Registration Documents (PRDs) Preparation and Approval	
29.4 Permit Registration Document (PRD) Amendments	
29.5 Non-Compliance Reporting	
29.6 SWPPP Implementation	
29.7 Non-Stormwater Discharge or Dewatering	
29.8 Reports	
29.9 Payment	
Section 30 and Section 31 - Not Used	78
Appendix "A" - South Coast Air Quality Management District Rule 403	79
Appendix "B" - Project Signs	80
Appendix "C" - Log of Soil Borings	81
Appendix "D" - SWPPP Certification	82
Appendix "E" - Monitoring Report Template for Order No. R8-2009-0003 (De Minimus Permit)	83
Appendix "F" - Annual Report Template for Order No. 2009-0009-DWQ	84
Drawing No. 2-418	Sheets 1 through 36

NOTICE TO CONTRACTORS

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

**Norco MDP Line NA-3 & North Norco Channel Line N-1, Stage 2**

**Project Nos. 2-0-00075 and 2-0-00143**

**located in the city of Norco**

**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 **11:00 a.m. on Tuesday, June 29, 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

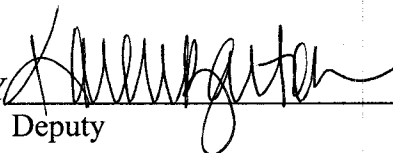
Director of Industrial Relations of the State of California for the area where the work is to be done. The said determinations are on file in the principal office of the District, and will be made available to any interested person upon request.

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: May 25, 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:

Name of Company (and dba if applicable): Alcon Colorado Engineering, Inc

(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 Twelve thousand five hundred eighty five dollars and no cents Dollars (\$12,585.-)

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.

RECEIVED  
MAY 29 2010

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

10-58

PROPOSAL

For the Construction of Norco MDP Line NA-3 & North Norco Channel Line N-1, Stage 2,  
located in the city of Norco, 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.-
2.	Water Control	L.S.	---	---	5,000.-
3.	Traffic Control	L.S.	---	---	17,500.-
4.	Clearing and Miscellaneous Work	L.S.	---	---	20,000.-
5.	Excavation	C.Y.	8,643	8.-	69,144.-
6.	Asphalt Concrete Excavation	C.Y.	120	45.-	5,400.-
7.	Backfill	C.Y.	6,660	8.-	53,280.-
8.	Controlled Low Strength Material (CLSM)	C.Y.	21	67.-	1,407.-
9.	Filter Material	C.Y.	214	30.-	6,420.-
10.	Equestrian Trail Material	C.Y.	65	145.-	9,425.-
11.	Trench Safety System	L.S.	---	---	30,000.-
12.	Class "A" Concrete, Minor Structures	C.Y.	97	648.-	62,856.-
13.	Class "B" Concrete, Miscellaneous	C.Y.	34	567.-	19,278.-
14.	Transition Structure No. 3	EACH	4	2,350.-	9,400.-
15.	Junction Structure No. 2	EACH	8	2,260.-	18,080.-
16.	Manhole No. 1	EACH	10	3,880.-	38,800.-
17.	Manhole No. 2	EACH	3	4,570.-	13,710.-
18.	18" RCP, Class IV	L.F.	451	60.-	27,060.-
19.	24" RCP, Class IV	L.F.	815	75.-	61,125.-
20.	30" RCP, 1500D	L.F.	1,909	90.-	171,810.-
21.	36" RCP, 1550D	L.F.	821	100.-	82,100.-
22.	42" RCP, 1550D	L.F.	224	120.-	26,880.-
23.	Aggregate Base, Class 2	C.Y.	348	40.-	13,920.-

PROPOSAL contd.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
24.	Asphalt Concrete, Type "B"	TONS	926	95.-	87,970.-
25.	Asphalt Concrete Dike	L.F.	349	19.-	6,631.-
26.	Temporary Resurfacing	TONS	184	70.-	12,880.-
27.	Miscellaneous Iron and Steel	LBS.	16,455	2.-	32,910.-
28.	12" Corrugated Metal Pipe, t=0.0747 Inches	L.F.	32	54.-	1,728.-
29.	15" Corrugated Metal Pipe, t=0.0747 Inches	L.F.	15	57.-	855.-
30.	Manhole Cover Insert	EACH	4	130.-	520.-
31.	Pothole	EACH	8	900.-	7,200.-
32.	Trail Fencing	L.F.	435	13.-	5,655.-
33.	Fire Hydrant and Valve Relocation	L.S.	---	---	12,500.-
34.	Remodel 4-Inch Vitrified Clay Pipe (VCP) House Connection	L.F.	70	50.-	3,500.-
35.	Remodel 1-Inch Water Service Connection	EACH	9	850.-	7,650.-
36.	Dust Abatement	L.S.	---	---	5,000.-
37.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	---	8,000.-
38.	Non-Stormwater Discharge or Dewatering	L.S.	---	---	3,500.-

TOTAL \$ 979,094.00

Alcon Colorado Eng. Inc.  
Name of Company

P.O. Box 892305  
Address

Temecula, Ca. 92589  
City, State, Zip

951.461.3302 951-461-8613  
Telephone Number Fax Number

[Signature]  
Signature of Contractor

33-0985900  
S.S.N. or E.I.N.

806202-A  
Contractor's License No. and Classification

LIST OF SUBCONTRACTORS

Contractor Alcon Colorado Eng. Inc. Norco MDP Line NA-3 &  
North Norco Channel Line N-1, Stage 2  
Project Nos. 2-0-00075 and 2-8-00143

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 (1/2) 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) 24, 25  
Name of Subcontractor R. J. Noble Co.  
Address/City/Phone 15505 E. Lincoln Ave, Orange, Ca 92856 714.637-1550  
License No. 782908A

Item No. (s) 12, 13, ~~14~~  
Name of Subcontractor Pacific Structures  
Address/City/Phone 5934 Ordway St, Riverside, Ca. 92504 951.687.6861  
License No. 655717-C-92

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 8 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
S&S Constnction 8383 N. Wilshire Blvd. SP 700 Beverly Hills, Ca. 90211	Moti Bagler 323.655.7330	Tract 16987, Eastlake Storm Drain \$1,600,000 - 4/2010
The Moore Group for Shen Homes 1516 Brockhollow Dr. Santa Anna, Ca. 92705	Kim Thompson 714.751.5557	Schleisman Rd. Storm Drain \$1,940,500 - 3/2009
City of Azusa 213 E. Foothill Blvd. Azusa, Ca. 91702	Coel Hussel 626.812.5064	Zacatecas Park Storm Drain \$134,000 - 10/2009

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. 806301A; 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: 6.28.2010

Floyd Goltz  
Signature

PRESIDENT  
Title

STATE OF CALIFORNIA ) §  
COUNTY OF RIVERSIDE )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me

\_\_\_\_\_  
the undersigned Notary Public, personally appeared

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.

See following form  
Notary's Signature

State of California )  
County of Riverside )

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

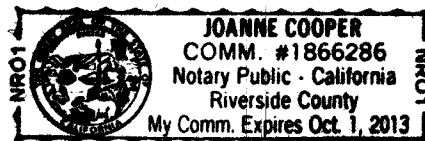
On June 28th 2010 before me, Joanne Cooper, Notary Public,  
(here insert name and title of the officer)

personally appeared James Floyd Johnston

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 Joanne Cooper

(Seal)

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of STATEMENT OF LICENSURE containing 2 including this one pages, and dated 6-28-10

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s)

Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other:

representing:

Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

Additional Signer(s)  Signer(s) Thumbprint(s)





AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

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 )

\_\_\_\_\_, 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

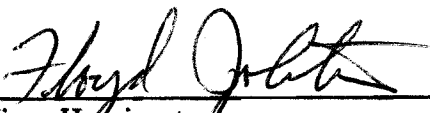
STATE OF CALIFORNIA ) §  
COUNTY OF RIVERSIDE )

JAMES "FLOYD" JOHNSTON, being first duly sworn, deposes and says:

That he or she is PRESIDENT

of ALCON COLORADO ENGINEERING, INC.

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.



His or Her signature

Subscribed and sworn to before me this 28 day of 6, 2010.

See following form

Signature and stamp of Notary administering oath

# Jurat

State of California

County of Riverside

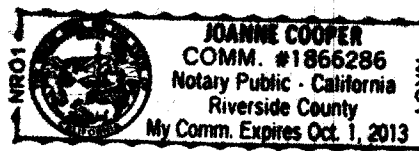
Subscribed and sworn to (or affirmed) before me on this 28th day of June,

2010 by James Floyd Johnston,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Joanne Cooper  
Signature

(Notary seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

AFFIDAVIT FOR CORPORATE  
(Title or description of attached document)

CONTRACTOR  
(Title or description of attached document continued)

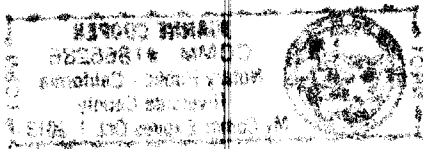
Number of Pages 2 including this one Document Date 6-28-10

(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document



BID BOND

Recitals:

1. Alcon Colorado Engineering, Inc. (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 **Norco MDP Line NA-3 & North Norco Channel Line N-1, Stage 2** in accordance with a Notice to Contractors dated May 25, 2010.
2. Hartford Fire Insurance Company a Connecticut 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: June 22, 2010

Hartford Fire Insurance Company  
By Lisa M. Lucas

Lisa M. Lucas  
(Printed Name)

Title Attorney-in-Fact  
(Surety)

Alcon Colorado Engineering, Inc.  
By Floyd Johnston

FLOYD JOHNSTON  
(Printed Name)

Title PRESIDENT  
(Contractor)

**NOTARY ACKNOWLEDGEMENT REQUIRED FOR EACH SIGNATURE PLEASE ATTACH SEPARATE FORM**

**NOTARY ACKNOWLEDGEMENT REQUIRED FOR EACH SIGNATURE PLEASE ATTACH SEPARATE FORM**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On June 22, 2010 before me, Patricia Burdock, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Lisa M. Lucas  
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: Patricia Burdock  
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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here



MR. DONALD F. BROWN, MAR 28 2014  
COUNTY OF SANTA CRUZ  
SANTA CRUZ COUNTY OFFICE  
SANTA CRUZ, CALIFORNIA 95061  
SANTA CRUZ, CALIFORNIA 95061

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 57-101575

KNOW ALL PERSONS BY THESE PRESENTS THAT:

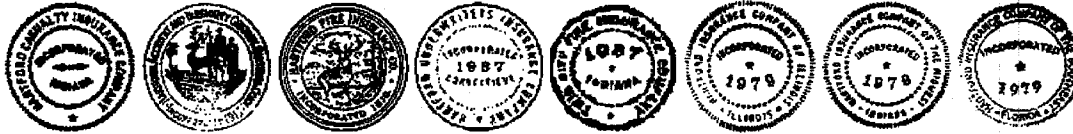
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

*William Phillips Jr., D. Richard Stinson, Lisa M. Lucas*  
of  
San Ramon, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 22, 2010 Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

State of California )  
County of Riverside )

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

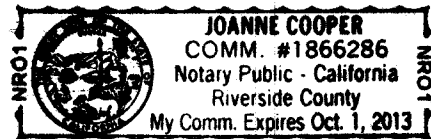
on June 28th 2010 before me, Joanne Cooper, Notary Public,  
(here insert name and title of the officer)

personally appeared James Floyd Johnston

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 Joanne Cooper

(Seal)

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of BID BOND containing 3 including this one pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

Additional Signer(s)  Signer(s) Thumbprint(s)



AFFIDAVIT FOR CORPORATE CONTRACTOR

STATE OF CALIFORNIA ) §  
COUNTY OF RIVERSIDE )

Floyd Johnson FLOYD JOHNSON, being first duly sworn, deposes and says:

That he or she is PRESIDENT  
of ALCON COLORADO ENGINEERING INC.

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.

Floyd Johnson  
His or Her signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature and stamp of Notary administering oath

# Jurat

State of California

County of Riverside

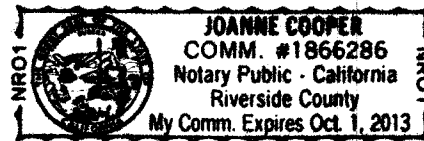
Subscribed and sworn to (or affirmed) before me on this 13th day of July,

2010 by James Floyd Johnston

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Joanne Cooper  
Signature

(Notary seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

AFFIDAVIT FOR CORPORATE  
(Title or description of attached document)

CONTRACTOR  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document.

RECEIVED  
FEBRUARY 1963  
U.S. DEPARTMENT OF AGRICULTURE  
WASHINGTON, D.C.

## AGREEMENT

THIS AGREEMENT is made as of August 10, 2010 and is between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (District) and ALCON COLORADO ENGINEERING, INC. (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 Nos. 2-0-00075 and 2-0-00143, Norco MDP Line NA-3 & North Norco Channel Line N-1, Stage 2** 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 Nos. 2-0-00075 and 2-0-00143, Norco MDP Line NA-3 & North Norco Channel Line N-1, Stage 2** 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; (m) 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  
MARION ASHLEY

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By Kecia Harper-Ihem  
Deputy

(Seal)

ALCON COLORADO ENGINEERING INC.  
Contractor

By Sheldon Johnson  
Title PRESIDENT

(If corporation affix corporate seal)

EXHIBIT A

(To Agreement for Riverside County Flood Control and Water Conservation District's  
**Project Nos. 2-0-00075 and 2-0-00143, Norco MDP Line NA-3 & North Norco Channel Line N-1,  
Stage 2**, located in the city of Norco, 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.	---	---	5,000.00
3.	Traffic Control	L.S.	---	---	17,500.00
4.	Clearing and Miscellaneous Work	L.S.	---	---	20,000.00
5.	Excavation	C.Y.	8,643	\$8.00	69,144.00
6.	Asphalt Concrete Excavation	C.Y.	120	\$45.00	5,400.00
7.	Backfill	C.Y.	6,660	\$8.00	53,280.00
8.	Controlled Low Strength Material (CLSM)	C.Y.	21	\$67.00	1,407.00
9.	Filter Material	C.Y.	214	\$30.00	6,420.00
10.	Equestrian Trail Material	C.Y.	65	\$145.00	9,425.00
11.	Trench Safety System	L.S.	---	---	30,000.00
12.	Class "A" Concrete, Minor Structures	C.Y.	97	\$648.00	62,856.00
13.	Class "B" Concrete, Miscellaneous	C.Y.	34	\$567.00	19,278.00
14.	Transition Structure No. 3	EACH	4	\$2,350.00	9,400.00
15.	Junction Structure No. 2	EACH	8	\$2,260.00	18,080.00
16.	Manhole No. 1	EACH	10	\$3,880.00	38,800.00

EXHIBIT contd.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
17.	Manhole No. 2	EACH	3	\$4,570.00	13,710.00
18.	18" RCP, Class IV	L.F.	451	\$60.00	27,060.00
19.	24" RCP, Class IV	L.F.	815	\$75.00	61,125.00
20.	30" RCP, 1500D	L.F.	1,909	\$90.00	171,810.00
21.	36" RCP, 1550D	L.F.	821	\$100.00	82,100.00
22.	42" RCP, 1550D	L.F.	224	\$120.00	26,880.00
23.	Aggregate Base, Class 2	C.Y.	348	\$40.00	13,920.00
24.	Asphalt Concrete, Type "B"	TONS	926	\$95.00	87,970.00
25.	Asphalt Concrete Dike	L.F.	349	\$19.00	6,631.00
26.	Temporary Resurfacing	TONS	184	\$70.00	12,880.00
27.	Miscellaneous Iron and Steel	LBS.	16,455	\$2.00	32,910.00
28.	12" Corrugated Metal Pipe, t=0.0747 Inches	L.F.	32	\$54.00	1,728.00
29.	15" Corrugated Metal Pipe, t=0.0747 Inches	L.F.	15	\$57.00	855.00
30.	Manhole Cover Insert	EACH	4	\$130.00	520.00
31.	Pothole	EACH	8	\$900.00	7,200.00
32.	Trail Fencing	L.F.	435	\$13.00	5,655.00
33.	Fire Hydrant and Valve Relocation	L.S.	---	---	12,500.00
34.	Remodel 4-Inch Vitrified Clay Pipe (VCP) House Connection	L.F.	70	\$50.00	3,500.00
35.	Remodel 1-Inch Water Service Connection	EACH	9	\$850.00	7,650.00
36.	Dust Abatement	L.S.	---	---	5,000.00
37.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	---	8,000.00
38.	Non-Stormwater Discharge or Dewatering	L.S.	---	---	3,500.00
				TOTAL	\$979,094.00

PERFORMANCE BOND

Recitals:

1. Alcon Colorado Engineering, Inc. (Contractor) has entered into an Agreement dated \_\_\_\_\_ with the Riverside County Flood Control and Water Conservation District (District) for construction of public work known as Project Nos. 2-0-00075 and 2-0-00143, Norco MDP Line NA-3 & North Norco Channel Line N-1, Stage 2.
2. Hartford Fire Insurance Company, a Connecticut 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 \$ 979,094.00 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 July 7, 2010

Alcon Colorado Engineering, Inc.  
 By Kari A. Johnston  
 By G. Boyd Johnston  
 Title PRESIDENT  
 (Contractor)

Hartford Fire Insurance Company  
Lisa M. Lucas  
 Type Name Lisa M. Lucas  
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).**

State of California )  
County of Riverside )

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On July 13th 2010 before me, Joanne Cooper, Notary Public,  
(here insert name and title of the officer)

personally appeared James Floyd Johnston and Kari Ann Johnston

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 Joanne Cooper

(Seal)

## OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of PERFORMANCE BOND  
containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_ Title(s)
  
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
<b>Method of Signer Identification</b>	
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
<b>Other</b>	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Contra Costa

On July 7, 2010 before me, Patricia Burdock, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Lisa M. Lucas  
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: Patricia Burdock  
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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

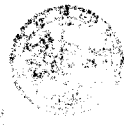
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

PATRICIA RUDOLPH  
Commissioner W 188371  
County of ...  
...



PAYMENT BOND

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

The makers of this Bond are Alcon Colorado Engineering, Inc. as Principal and Original Contractor and Hartford Fire Insurance Company a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_, between Principal and Riverside County Flood Control and Water Conservation District (District), a public entity, as Owner, for \$ 979,094.00, 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 Norco MDP Line NA-3 & North Norco Channel Line N-1, Stage 2 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: July 7, 2010

Alcon Colorado Engineering, Inc.

Original Contractor - Principal

Hartford Fire Insurance Company

Alcon Colorado Engineering, Inc.

Surety

By Lisa M. Lucas

Its Attorney in Fact Lisa M. Lucas

Title Lloyd J. [Signature] PRESIDENT  
(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA,  
COUNTY OF \_\_\_\_\_)

(SEE ATTACHED ACKNOWLEDGEMENT)

SURETY'S ACKNOWLEDGMENT

On \_\_\_\_\_ before me personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the within instrument as attorney in fact of, \_\_\_\_\_ a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own name as its attorney in fact.

\_\_\_\_\_  
Notary Public

(Seal)



State of California )  
County of Riverside )

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

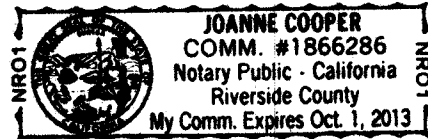
On July 13th 2010 before me, Joanne Cooper, Notary Public,  
(here insert name and title of the officer)

personally appeared James Floyd Johnston

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 Joanne Cooper

(Seal)

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Payment Bond.

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) \_\_\_\_\_ Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification     credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

Additional Signer(s)     Signer(s) Thumbprint(s)

\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Contra Costa

On July 7, 2010 before me, Patricia Burdock, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Lisa M. Lucas

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: Patricia Burdock  
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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Individual

Partner —  Limited  General

Partner —  Limited  General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

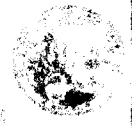
RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

AMERICAN AIRMAIL  
POSTAGE & PROFITS  
PAID BY ADDRESSEE  
No. 1000  
1000



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-4  
P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115  
call: 888-266-3488 or fax: 860-757-5835

Agency Code: 57-101575

KNOW ALL PERSONS BY THESE PRESENTS THAT:

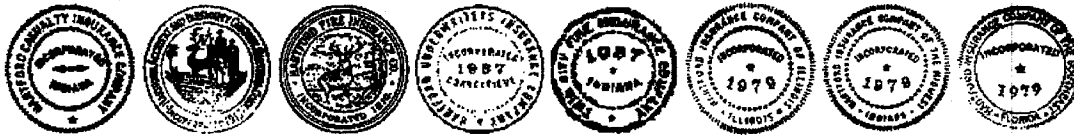
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

William Phillips Jr., D. Richard Stinson, Lisa M. Lucas  
of  
San Ramon, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 7, 2010  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/15/2010

PRODUCER (559) 432-0222 DiBuduo & DeFendis Insurance Brokers, LLC License #0E02096 P.O. Box 5479 Fresno, CA 93755-5479		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 Alcon Colorado Engineering, Inc. P.O. Box 892305 Temecula, CA 92589		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: <b>Admiral Insurance Company</b>	
		INSURER B: <b>Delos Insurance Company</b>	
		INSURER C: <b>Zenith Insurance Company</b>	
		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 LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	CA00000332212	3/5/2010	3/5/2011	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> \$5,000 Ded per claim				PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
B	<b>AUTOMOBILE LIABILITY</b>	DPA5501582&&2	2/5/2010	2/5/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
						\$
						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	C068762404	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				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

10 day notice of Cancellation will apply in the event of non-payment of premium.

Re: Norco MDP Line NA-3 & North Norco Channel Line N-1, Stage 2 Project Nos. 2-0-00075 and 2-0-00143-02-The District, the County of Riverside and the City of Norco are named as additional insured per attached CG20100704. This policy does not include specific "X C U" exclusion. Workers' Compensation Blanket Waiver of Subrogation applies per form WC-99-04-25B attached.

**CERTIFICATE HOLDER**

**CANCELLATION**

Riverside County Flood Control and Water District (Attn: Construction Inspection) 1995 Market Street Riverside, CA 92501-	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, EXCEPT WHERE SHOWN OTHERWISE. AUTHORIZED REPRESENTATIVE 
--	---

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT**

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 any person or organization with whom you have a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 2% of the California workers compensation premium otherwise due.

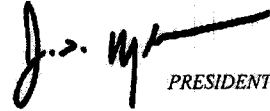
Minimum Premium: \$0

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

Endorsement Effective 01/01/10  
Insured ALCON COLORADO ENGINEERING, INC.  
Policy No. C068762404  
Policy Period 01/01/10 To 01/01/11  
Issued On 03/10/10

At Woodland Hills, CA

ZNAT INSURANCE COMPANY



PRESIDENT

WC-99-04-25B  
(Ed. 10-07)

AGENT COPY

Endorsement No. 13

## 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

The Certificate of Insurance on the reverse side of this form 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.

GENERAL PROVISIONS



## GENERAL PROVISIONS

### SECTION I - DEFINITION OF TERMS

1.01 Whenever in these specifications, or in any documents or instruments where these specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) DISTRICT: The Riverside County Flood Control and Water Conservation District of the State of California, as created by law, also sometimes referred to as the Flood Control District, or party of the first part.

(b) BOARD OF SUPERVISORS: The Board of Supervisors of the Riverside County Flood Control and Water Conservation District as created by law, also sometimes referred to as the Board.

(c) ENGINEER: The Chief Engineer of the Riverside County Flood Control and Water Conservation District, also sometimes referred to as the Flood Control Engineer, the Chief Engineer, or the General Manager-Chief Engineer, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

(d) LABORATORY: The established laboratory of the Riverside County Road Department or laboratories authorized by the District to test materials and work involved in the contract.

(e) BIDDER: Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

(f) CONTRACTOR: The person or persons, copartnership or corporation, private or municipal, who have entered into a contract with the District, as party or parties of the second part or his or their legal representatives.

(g) SUPERINTENDENT: The Executive representative of the Contractor, present on the work at all times during progress, authorized to receive and execute instruction from the Engineer.

(h) PLANS: The official plans, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or exact reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be done, and which are to be considered as a part of the contract supplementary to these specifications.

(i) SPECIFICATIONS: The directions, provisions, and requirements contained herein as supplemented by such special provisions, as may be necessary, pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under the contract. The Special Provisions are specific clauses setting forth conditions

or requirements peculiar to the project under consideration and covering work or materials involved in the proposal and estimate but not satisfactorily covered by these General Provisions. Supplemental agreements or contract change orders are written agreements executed by the Contractor and by the District, covering alterations, amendments or extensions to the project, as hereinafter provided.

(j) CONTRACT: The written agreement covering the performance of the work and the furnishing of labor and materials in the construction of the work. The contract shall include the Notice to Contractors, the Proposal, Plans, Specifications, Special Provisions, and Contract Bonds, also, any and all supplemental agreements or contract change orders amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner.

(k) CONTRACT PRICE: Shall mean either the lump sum, unit price, or unit prices to be named in the contract, or the total of all payments under the contract at the lump sum, unit price, or unit prices, as the case may be.

(l) SURETY OR SURETIES: The bondsmen or party or parties, approved by the Engineer, who may guarantee the fulfillment of the contract by bond, and whose signatures are attached to said bond.

(m) RIGHT OF WAY: The whole right of way which is reserved for and secured for use in constructing the improvement.

(n) THE WORK: All the work specified in the Special Provisions, proposal and contract, or indicated on the plans as the contemplated complete improvement covered by the contract.

1.02 Wherever in the specifications or upon the plans the words directed, required, permitted, ordered, designated, prescribed, or words of like import are used, it will be understood that the direction, requirements, permission, order, designation, or prescription of the Flood Control Engineer is intended, and similarly the words approved, acceptable, satisfactory, or words of like import, shall mean approved by, or acceptable to, or satisfactory to, the Flood Control Engineer, unless otherwise expressly stated.

## SECTION II - SCOPE OF WORK

### 2.01 WORK TO BE DONE

It is the intent of these General Provisions, Special Provisions, Detailed Specifications, and the plans herein referred to, to provide for and include all labor, power, light, water, materials, tools, scaffolding, machinery, plant transportation, insurance, permits, bonds, temporary protection, watchmen, and superintendence necessary to construct and complete all work, and to furnish all materials included in the contract, except those furnished by the District and as specifically mentioned in these specifications.

The contract documents are complementary, and the work called for by any one shall be as binding as if called for by all.

## 2.02 CONSTRUCTION SCHEDULE

The Contractor shall submit at such times as may be requested by the Engineer, a schedule which shall show the order and dates in which the Contractor proposes to carry on the various parts of the work; including estimated completion dates.

## 2.03 DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep one copy of all drawings and specifications on the work, in good order, available to the Engineer and his representatives.

## 2.04 ESTIMATE OF QUANTITIES

The quantities of work to be done and the materials to be furnished under this contract are approximate only. The District is not to be held responsible for the accuracy of the estimate of quantities.

The Contractor shall judge for himself, after considering all circumstances and conditions, the costs and quantities of materials involved in the contract. The Contractor shall not at any time assert that there was any misunderstanding in regard to the depth or class of the excavations to be made, or the nature or kind or amount of materials to be furnished for the work.

The Contractor herewith agrees that he will not ask, demand, sue for, or seek to recover, for compensation in excess of the amounts payable for the various unit costs or lump sum charges for the work, as stipulated in the proposal, which he actually performs as specified.

## 2.05 PROTESTS

If the Contractor considers any work demanded of him to be outside of the requirements of the contract, or considers any record or ruling of the Engineer to be unfair, he shall immediately, upon such work being demanded or such record of ruling being made, ask, in writing, for written instructions covering protested items of work. Immediately on receipt of written instructions from the Engineer he shall proceed without delay to diligently perform the work in conformance with the written record or ruling. Within ten (10) calendar days after date of receipt of the written instructions or ruling, the Contractor shall file a written protest with the Engineer stating clearly and in detail the basis of his protest. Except for such protests as are made of record in the manner herein specified and within the time limit stated, the records, rulings, instructions, or decisions of the Engineer shall be final and conclusive.

## 2.06 ALTERATIONS

It must be distinctly understood that such reasonable alterations and modifications may be made by the Chief Engineer, as may be deemed desirable, and that this may be done without notices to the Sureties on the Contractor's bonds. If such changes result in increased or decreased quantities under the items specified in the proposal, the Contractor will be paid on the basis of actual quantities as measured by the Engineer, and such changes shall not affect the unit prices bid by the Contractor. If, however, such changes result in delay to the work, the

Contractor will be given such extension of time on the completion of his contract as the Chief Engineer may deem equitable.

## 2.07 EXTRA WORK

### A. General

The District reserves and shall have the right, when confronted with unpredicted conditions, unforeseen events, or emergencies, to revise the details of the contemplated work, or to add work of a different character or function and have the Contractor perform such revised or added work as "Extra Work", when such extra work is considered by the Chief Engineer to be virtually appurtenant to the satisfactory completion of the project.

"Extra Work" is defined as added work of a different character or function and for which no basis for payment is prescribed; or that involving revisions of the details of the work in such manner as to render inequitable payment under items upon which the Contractor bid; or that work which is indeterminate at the time of advertising and is specifically designated as extra work in the plans and Special Provisions.

The signing of the contract by the Contractor will be deemed to be an agreement on his part to perform extra work, as and when ordered by the Chief Engineer. Notice to the Sureties on the Contractor's bonds will not be given unless the estimated total value of the contract, as changed or supplemented, shall exceed the original total bid price by more than 25 percent.

If required extra work results in delay to the work, the Contractor will be given an equivalent extension of time.

Approval of extra work shall be obtained from the Board of Supervisors before such work is authorized to be done, if:

- a. For contracts with a total contract price of \$250,000 or less, a change due to extra work exceeds ten percent (10%) of the original contract amount; or
- b. For contracts with a total contract price of more than \$250,000, a change due to extra work exceeds \$25,000 plus one percent (1%) of the original contract amount in excess of \$250,000; or
- c. An individual change exceeds \$100,000; or
- d. Cumulative contract changes exceed ten percent (10%) of the original contract amount.

Extra work specially authorized by the Board of Supervisors shall not be included in the cost limitations above stated.

## B. Procedure for Extra Work

1. Upon decision of the District to have extra work performed, the Chief Engineer will so inform the Contractor, acquainting him with the essential details of the new work. The Contractor shall thereupon prepare a price for said work based upon his estimate of cost and submit said price and estimate to the Chief Engineer whose approval shall be secured before work is started; excepting that the Chief Engineer may, when in the best interest of the District, order the Contractor to proceed with the extra work in advance of the submission of such prices, provided that preliminary estimates, as made by the District, show that the cost will not exceed \$1,000.

2. Prices for extra work shall be prepared by the Contractor on one or both of the following methods, as requested by the District, and submitted to the Chief Engineer for approval:

a. For a stated unit price or lump sum amount based upon current prevailing fair prices for materials, labor, plant, overhead and profit.

b. On a cost basis (force account by the Contractor). The cost of all work done by the Contractor will be computed in the manner described in Section 7.03, and the compensation thus provided shall be accepted as payment in full by the Contractor, and no additional payment will be allowed for the use of small tools, superintendent's services, timekeeper's services, pickup or yard trucks, except as specifically essential to the work, nor any other overhead expenses incurred in the prosecution of the force account work.

3. Upon receipt of the Contractor's price, the Chief Engineer will make an analysis thereof and adopt one of the following procedures:

a. Accept the Contractor's price for lump sum or unit price amount in the original or amended form and direct him to proceed with the work; or direct him to perform the work on a cost plus basis.

b. Have the work performed by District's forces or separate contract, without undue interference or hindrance to the Contractor and without claim or suit by the Contractor for damages on account thereof.

c. Direct the Contractor to proceed with the work and accept payment therefor in the amount as adjudicated later in a court of law.

### 2.08 PAYMENT FOR EXTRA WORK

At the end of each month the Contractor shall make and deliver to the Chief Engineer a statement of the cost of the extra work completed during the current month, itemized and in a form satisfactory to the Chief Engineer. Upon verification of said statement by the Chief Engineer, the Contractor's claim for the full amount, as shown on said statement, will be added to the monthly partial payment made in accordance with Paragraph 7.06 of the General Provisions.

## 2.09 RIGHTS OF WAY

The District shall provide the rights of way upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same. The District will not be responsible for any delay in furnishing the rights of way and such delay shall not be made the basis for a claim for additional compensation by the Contractor. However, in case the failure of the District to furnish the required rights of way delays the prosecution of the work, the time allowed for completion will be extended by a period of time equal to that lost by the Contractor due to such delay.

## 2.10 CLEANING UP

The Contractor shall, as directed by the Engineer, remove from the District's right of way and from all public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his operations.

### SECTION III - CONTROL OF THE WORK

## 3.01 AUTHORITY OF THE ENGINEER

The Engineer shall have general supervision and direction of the contract under authority of the Board of Supervisors. He has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished, work performed, and rate or progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation.

His determination and decision thereon shall be final and conclusive; and such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

## 3.02 DETAIL DRAWINGS

The approved plans shall be supplemented by such working drawings as are necessary to control the work adequately. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by his direction.

It is expressly understood, however, that approval by the Engineer of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefor.

### 3.03 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces in all cases shall conform with the lines, grades, cross-sections, and dimensions shown on the approved plans. Deviations from the approved plans and working drawings, as may be required by the exigencies of construction, will in all cases be determined by the Engineer and authorized in writing.

### 3.04 INTERPRETATION OF PLANS AND SPECIFICATIONS

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications and the Special Provisions, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to the same part of the contract, so far as may be consistent with the original specifications; and in the event of any doubt or questions arising respecting the true meaning of the specifications; reference shall be made to the Engineer, whose decision thereon shall be final.

In the event of any discrepancy between any drawings and the figures written thereon, the figures shall be taken as correct. The Contractor will not be allowed to take advantage of errors and omissions in the drawings and specifications. When errors or omissions are found, they will be corrected or supplied by the Engineer.

### 3.05 SUPERINTENDENCE

The Contractor shall keep on his work, continually during its progress, a competent Superintendent responsible for the construction of the work, and any necessary assistants; all satisfactory to the Engineer. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

### 3.06 LINES AND GRADES

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Engineer for, and has received from him, such lines and grades as may be necessary as the work progresses. The work shall be done in strict conformity with such lines and grades.

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

### 3.07 INSPECTION OF WORK

The Engineer and his representatives shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of these specifications. All work done and all materials furnished shall be subject to the Engineer's inspection and approval to ensure design objectives.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contracts as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.

### 3.08 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed him for such removal or replacement. Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed and to deduct the costs for this work from any monies due or to become due the Contractor.

### 3.09 EQUIPMENT AND PLANT

Equipment not suitable to produce the quality of work required will not be permitted to operate on the project. Plants shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity and of such character to ensure the production of sufficient material to carry the work to completion within the time limit.

The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements and, when ordered by the Engineer, shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of the capacity for any equipment be exceeded.

All vehicles used to haul materials over existing highways shall be equipped with pneumatic tires.

### 3.10 FINAL INSPECTION

The Engineer will not make the final inspection until the work provided for and contemplated by the contract has been completed and the final cleaning up performed.

## SECTION IV - CONTROL OF MATERIAL

### 4.01 DISTRICT FURNISHED MATERIALS

The Contractor shall furnish all materials required to complete the work, except those specified in the Special Provisions to be furnished by the District. Materials furnished by the District will be delivered to the Contractor at the points specified in the Special Provisions.

The Contractor will be held responsible for all materials so delivered to him, and deductions will be made from any monies due him to make good any shortages and deficiencies,



from any cause whatsoever, which may occur after such delivery, or for any demurrage charges due to delinquency in unloading.

#### 4.02 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

At the option of the Engineer the source of supply of each of the materials shall be approved by him before the delivery is started. Only materials conforming to the requirements of these specifications and approved by the Engineer shall be used in the work. All materials proposed for use may be inspected or tested at any time during their preparation and use. If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval, subsequently becomes unfit for use shall be used in the work.

#### 4.03 SAMPLES AND TESTS

All tests of materials furnished by the Contractor shall be made by the District in accordance with commonly recognized standards of national organizations, and such special methods and tests as are in use at the District's approved laboratory and described in the Detailed Specifications.

Field tests of materials will also be made by the Engineer when deemed necessary and these tests shall be made in accordance with standard practices of the District.

The Contractor shall furnish such samples of all materials as are requested by the Engineer without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of the material.

Promptly after the approval of the contract, the Contractor shall notify the Engineer of the proposed sources of supply of all materials to be furnished by him, using a form which will be supplied by the Engineer upon request.

Whenever reference is made in these specifications to standard tests or requirements of the laboratory of the District, the American Society for Testing Materials, the American Railway Engineering Association, or the American Association of State Highway Officials, the reference shall be construed to mean the standards that are in effect at the date of these specifications with subsequent amendments, changes, or additions as thereafter adopted and published by the organization referred to.

#### 4.04 STORAGE OF MATERIALS

Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground. They shall be placed under cover when so directed. Stored materials shall be so located as to facilitate prompt inspection.

#### 4.05 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Engineer. Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

#### 4.06 ASSIGNMENT OF CLAIMS

In submitting a bid on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

### SECTION V - LEGAL RELATIONS AND RESPONSIBILITY

#### 5.01 LAWS TO BE OBSERVED

(a) Compliance with Applicable Law. Reference to and/or incorporation into the Contract Documents of a particular law, statute, ordinance, rule or regulation is not, nor is it intended to be, a definitive statement of the law applicable to the Contract Documents and the accomplishment of the work. Contractor must keep informed as to all such applicable law - Federal, State, County, Municipal, District - as it affects the conduct of the work and comply with such law, including, but not limited to, having requisite licenses, obtaining necessary permits, paying necessary fees and taxes, posting notices and installing, operating and maintaining safety precautions and facilities. It is likewise Contractor's responsibility to see to it that his subcontractors also fully comply with such applicable law.

If at any time Contractor is of the opinion that there is a discrepancy or inconsistency in the plans, drawings, specifications or other Contract Documents, he shall immediately cease work involving such alleged discrepancies or inconsistencies and report the same in writing to the Chief Engineer and shall not proceed with such work until ordered so to do, and in the manner instructed by the Chief Engineer.

Contractor shall protect and defend District, its officers, agents and employees against any claim or liability arising from or based upon any alleged violation of such applicable law. See also Subsection 8.02.

(b) Labor Code - Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals with, among other things, discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours and securing workers' compensation insurance and directly affect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1. Their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that it is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." Contractor and its subcontractors shall comply with the provisions of S1777.5 of the Labor Code regarding apprentices.

Contractor shall post at each job site during the course of the work a copy of County's "Determination of Prevailing Wage Rates", copies of said Determination are available from County for this purpose.

(c) Equal Employment Opportunity

General - Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Contract and shall comply with the provisions of the Government Code Section (commencing with §12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Order. See particularly 41 Code of Federal Regulation (CFR) Chapter 60.

Contractor shall require each of its subcontractors to comply with the preceding paragraph and shall include in each subcontract language similar to the preceding paragraph.

Contractor shall permit access to its records of employment, employment advertisement, application forms and other pertinent data and records by Owner and any state or federal agency having jurisdiction for the purpose of investigation to ascertain compliance with this Section.

Owner may assign an affirmative action representative to monitor Contractor and its subcontractor(s) conduct required by this Section, including the right of entry to the construction site for the purpose of obtaining information from persons performing work on the project providing such inspection does not interfere with the progress of the work.

Elsewhere in the Contract Documents specific requirements may be contained covering the same subject matter of this Section. If so, such specific requirements prevail over this Section in case of conflict.

Transactions of \$10,000 or under - Contracts and subcontracts not exceeding \$10,000 are exempt from the requirements of this Section. No Contractor or subcontractor shall procure supplies and/or services in less than usual quantities to avoid applicability of this Section. With respect to contracts and subcontracts for indefinite quantities, this Section applies unless the amount required in any one year under such contract will reasonably be expected not to exceed \$10,000.

Transactions in Excess of \$10,000 but less than \$50,000 - At Owner's request, Contractor shall certify that it has in effect an affirmative action plan and agrees to comply with all state and federal laws and regulations regarding Fair Employment Practices. Contractor shall maintain a written copy of its affirmative action plan and furnish Owner a copy of the plan upon request. Owner may require Contractor to complete an Affirmative Action Compliance Report, on a form furnished by Owner, setting forth definite goals during the term of this contract.

Transactions of \$50,000 or more - If Contractor has 50 or more employees and a contract for \$50,000 or more, it shall develop and submit to Owner, within 30 days after award, a written affirmative action compliance program providing in detail specific steps to guarantee equal employment opportunity. Contractor shall include in its affirmative action program a table of job classifications, which table shall include but need not be limited to job titles, duties and rates of pay.

Contractor shall in each subcontract let to do a portion of the work covered hereunder, where the subcontractor involved has 50 or more employees and the subcontract is for \$50,000 or more, impose in the subcontract the above requirements.

For the purpose of determining the number of employees, the average of the Contractor's or its subcontractor's employees for the 12 month period immediately prior to award, or the total number of employees Contractor or its subcontractor will have when performing this contract, whichever is higher, shall be used.

Federally Assisted Construction - If this project is a Federally assisted construction project, then the contract provisions contained 41 CFR S60-1.4(b) are incorporated herein and Contractor shall likewise incorporate said provisions in each subcontract entered into by Contractor to perform the work. Federally assisted construction is identified as such in the Notice Inviting Bids.

(d) Registration of Contractors - In order to be considered a prospective bidder must be licensed in accordance with Division 3, Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(e) Accident Prevention - Particular attention shall be given to relevant Division of Industrial Safety Construction and Electrical Safety Orders. Said Orders are contained in Title 8 of the California Administrative Code, Chapter 4, Subchapters 4 and 5. Specific attention shall be taken of the California Occupational Safety and Health Act of 1973 (commencing with Section 6300 of the Labor Code) and the Federal Occupational Safety and Health Act of 1970 (P.L. 91-596) and rules and regulations issued pursuant to said Acts. Specific reference is made to Article 6 of said Construction Safety Orders. Contractor shall submit to Engineer, who will

accept in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping of the sides of trenches, or other provisions to be made for protection of personnel during earthwork operations. In event the Contractor's plan does not conform with the shoring system requirements of Article 6, the Contractor's proposed shoring design shall be prepared and signed by a civil or structural engineer registered in the State of California.

The Contractor shall also impose the foregoing requirements on all subcontractors involved and enforce compliance therewith.

The duties here set forth are nondelegable by Contractor who shall protect and defend District, its officers, agents and employees in connection therewith. See Subsection 8.02.

#### 5.02 CONTRACTOR'S RESPONSIBILITY

Contractor is under the absolute duty in fulfilling its contractual obligations hereunder to proceed, and cause its subcontractors to proceed, in a safe, workmanlike manner, with adequate safeguards for the protection of the public, the workmen and persons from time to time inspecting the work. If at any time Contractor finds any of its subcontractors are allowing work to proceed in an unsafe manner and contrary to the intent of these Contract Documents, Contractor shall immediately cause such action to stop and immediately take all action necessary to protect workmen, inspectors and the general public and cause the work to proceed in a safe manner.

Contractor shall protect and defend District, its officers, agents and employees in reference to acts or omissions contrary to the above. See particularly Subsection 8.02.

District may withhold funds otherwise due Contractor whenever, in its judgment, this subsection is not being complied with.

#### 5.03 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal acceptance of the work by the District, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the Federal Government and the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary structures where necessary.

#### 5.04 PROPERTY RIGHTS IN MATERIALS

Nothing in the contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil. All such materials shall become the property of the District upon being so attached or affixed.

#### 5.05 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

#### 5.06 ROYALTIES AND PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated on the work, and agrees to indemnify and save harmless the Riverside County Flood Control District, the Board of Supervisors, the Flood Control Engineer, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

#### 5.07 SANITARY PROVISIONS

Necessary conveniences, properly secluded from public observation shall be provided by the Contractor where needed for the use of laborers on the work. Their location, construction and maintenance shall be subject to the approval of the Engineer, and their use shall be strictly enforced. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the State Department of Health or other authorities having jurisdiction.

#### 5.08 PUBLIC SAFETY

The Contractor at his own expense shall furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning to the public at all times that the bridges, culverts, and work along public highways are under construction; and of any dangerous conditions to be encountered as a result thereof; and he shall erect such warning and directional signs and employ such flagmen as are required and maintain same throughout the construction period.

Full compensation for the work involved in carrying out the precautionary measures above specified shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

#### 5.09 USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care not to endanger life or property.

All explosives shall be stored in accordance with the provisions of Division II, Part I, Chapter 3, of the Health and Safety Code of the State of California.

#### 5.10 PROVISIONS FOR EMERGENCIES

Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from the failure of partly completed work.

Whenever work is undertaken pursuant to the above provisions, Contractor shall promptly file with District a verified report setting forth the nature of the emergency and the action taken by the Contractor by reason of the emergency.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect public or private, personal or real property interests, or prevent likely loss of human life or damage on account of the operations under the contract, then and in that event the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of all such emergency work shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefor, duly certified by the Engineer, then said cost and expense will be paid by the District and shall thereafter be deducted from any amounts due, or which may become due said Contractor. Failure of the District, however, to take such precautionary measures, shall not relieve the Contractor of his full responsibility for public safety.

#### 5.11 UNFORESEEN DIFFICULTIES

All loss or damages, except as noted in Section 8.03, arising out of the nature of the work to be done under the contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from the action of the elements, or from encumbrances in the line of work, shall be sustained by the Contractor.

#### 5.12 ACCESS TO THE WORK

Access to the work from existing roads shall be provided by the Contractor at his expense and maintained in a manner so as not to create a public nuisance. The Board of Supervisors, Flood Control District and Engineer assume no responsibility for the condition or maintenance of any existing road or structure thereon that may be used by the Contractor for performing the work under these specifications and for traveling to and from the site of the work. No direct payment will be made to the Contractor for constructing temporary roads used for construction operations or for improving, repairing, or maintaining any existing road or structure thereon that may be used by the Contractor for performance of the work under these specifications. The cost of all work described in this paragraph shall be included in the prices bid in the schedule for other items of construction work.

### 5.13 GUARANTEE OF WORK

All work is guaranteed by Contractor for a period of one year from the recordation of the Notice of Completion against defects resulting from the use of inferior materials, equipment, or workmanship. Upon notice from District, Contractor shall promptly remedy such defects at his expense, including payment to District of its expenses in connection with remedying such defects, otherwise District shall proceed to remedy such defects and Contractor shall upon demand reimburse District for its expenses in connection therewith.

The above one year guarantee is in addition to any specific guarantee(s) provided for elsewhere in the Contract Documents.

### 5.14 DAMAGES BY ACT OF GOD

If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contract amount, provided that the work damaged is built in accordance with applicable building standards and the plans and specifications, then the District, may, without prejudice to any other right or remedy, terminate the contract.

## SECTION VI - PROSECUTION AND PROGRESS

### 6.01 PROGRESS OF THE WORK

The Contractor shall begin the work within ten (10) calendar days after the date of the receipt by him of notice to proceed from the Chief Engineer and shall diligently prosecute the same to completion within the time limit provided in the Special Provisions.

### 6.02 OVERTIME WORK AND WORK AT NIGHT

It is intended that the Contractor prosecute the work on a five (5) day, forty (40) hour work week with no work on legal holidays. If the Contractor feels it is necessary to work more than the normal 40 hour work week, he will make a written request for permission from the Engineer, outlining the reasons for such request. The decision of granting permission for overtime work shall be made by the Engineer and shall be final. A condition will be imposed on the granting of a request to work overtime, requiring the Contractor to pay the District the cost incurred at overtime rates for additional inspection and engineering time required in connection with the overtime work.

When any work is performed at night, only such classes of work shall be done as can be properly inspected. Adequate light must be provided for the safety of the men and for proper inspection.



### 6.03 SUBCONTRACTING

Reference is made to the Subletting and Subcontracting Fair Practice Act contained in the Public Contract Code (commencing §4100). By this reference, said Act is incorporated herein with like effect as if it were here set forth in full and the parties shall abide by its terms and substitution shall be only as allowed by that Act.

Contractor shall be responsible for the acts and omissions of its subcontractors and shall make certain that at all times its subcontractors comply with the terms of the Contract Documents and applicable law insofar as such compliance relates to the work.

District reserves the right to approve all subcontractors whether or not they are required to be listed in the Contractor's Proposal. As used in this Section "subcontractor" includes any person who fabricates or manufactures any article for incorporation into the work whether or not they install or test after installation or contract to install or test after installation, but does not include suppliers of fungible goods for incorporation into the work unless such supplier also installs or tests or contracts to install or test.

The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. The Contractor shall perform with his own organization work of a value amounting to not less than 60 percent of the remainder obtained by subtracting from the total original contract value the sum of any item designated herein or in the Special Provisions as Specialty Items. The furnishing and placing of reinforcing steel, when placing is performed by the supplier, will be considered as a Specialty Item for this purpose; however, he shall be designated in the list of subcontractors. The value of the work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

Where a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the District, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

### 6.04 CHARACTER OF WORKMEN

If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the requisition of the Engineer, and such person shall not again be employed on this work.

### 6.05 TEMPORARY SUSPENSION OF THE WORK

The Engineer shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are

considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract. The Contractor shall immediately comply with the written order of the Engineer to suspend the work wholly or in part. The work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Engineer.

#### 6.06 TIME OF COMPLETION AND DAMAGES

The Contractor shall complete the work called for under the contract in all parts and requirements within the number of working days specified in the Special Provisions.

A working day is hereby defined as any day; except Saturdays, Sundays, and legal holidays and days on which the Contractor is specifically required by the Special Provisions to suspend construction operations; on which the Contractor is not prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 60 percent of the normal labor and equipment force engaged in such operation or operations for at least five hours toward completion of such operation or operations.

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days specified for completion of the contract, and the number of working days remaining to complete the contract. The Contractor will be allowed one week in which to file a written protest setting forth in what respects said weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by the Contractor as correct.

The following holidays will be considered as legal holidays: New Year's Day; Martin Luther King Jr.'s Birthday, Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas; and such other days as are declared holidays by ordinance passed by the Board of Supervisors of Riverside County.

Contractor acknowledges that failure to perform in strict accordance with the Contract Documents and within the time limit specified in the Special Provisions will cause District to suffer special damages in addition to cost of completion of the work in accordance with the provisions of the Contract Documents. Such special damage could include, but is not limited to, lease and rental cost, additional salaries and overhead, interest during construction, attorney expense, additional engineering, inspection expense, cost of maintaining or constructing alternate facilities and injury to the property of the District or others. The daily cost to the District for inspection and superintendence by the District shall be the amount specified in the Special Provisions. The District may withhold from any money due or that may become due the Contractor under the contract, such amount as the District may elect to offset the damages incurred and any withholding or failure to withhold shall not in any way limit recovery for damages actually incurred.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the Board of Supervisors shall have the right to extend the time for completion or not, as may seem best to serve the interest of the District, and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the District, encountering unknown utility facilities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather or delays of subcontractors due to such causes, provided that the Contractor shall notify the Engineer in writing of the causes of delay within ten (10) days from the beginning of any such delay, and his findings of the facts thereon shall be final and conclusive. Contractor shall not be assessed damages for delay in the completion of the project, when such delay was caused by the failure of the District or the owner of the utility facilities.

The term "severe weather" shall be construed to mean only such weather as is unreasonable or extraordinary and in the opinion of the Engineer, the work could not be prosecuted by the Contractor during the period throughout which such weather prevailed.

#### 6.07 DELAYS AND EXTENSION OF TIME

If delays are caused by unforeseen causes beyond the control of either the Contractor or the District, such as war, strikes, fire, floods, or other action of the elements, such delays will entitle the Contractor to an equivalent extension of time for the completion of the contract, but the Contractor shall not be entitled to damages or additional payments over and above the contract price due to delay caused by any of the above-mentioned causes. Furthermore, if the Contractor suffers any delay caused by the failure of the District to furnish the necessary right of way or materials agreed to be furnished by it, or by failure to supply necessary plans or instructions concerning the work to be done after written request therefor has been made, the Contractor shall be entitled to an extension of time equivalent to the time lost for any of the above-mentioned reasons, but shall not be entitled to any damages for such delay.

#### 6.08 ASSIGNMENT

The contract may be assigned only upon written consent of the District. Such written consent to sublet, assign or otherwise dispose of any portion of the contract, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

#### 6.09 TERMINATION OF CONTRACT

Subject to all applicable provisions of these specifications and/or the contract to be entered into hereunder, the Engineer is hereby empowered to direct the time and rate of delivery of materials at the site of work and to direct the time, rate and sequence of work. If the Contractor fails to begin delivery of material and equipment or to commence work within the

time specified herein, and/or in the contract, or to maintain the rates of delivery of materials, or to execute the work in the manner and at such locations as directed by the Engineer, or fails to maintain a program of work in such a manner as will, in the judgment of the Engineer inure to interests of the District, or, if in the judgment of the Engineer, the Contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice by the Chief Engineer may be served upon him and the Surety on his faithful performance bond demanding a satisfactory compliance with the contract, and with these specifications. If the Contractor and/or his Surety refuses or neglects to comply with such notice within five (5) days after receiving same, or after commencing so to do, fails to continue so to do, or has assigned or sublet the contract without the consent of the District, then the District may exclude him from the premises and take possession thereof, together with all material and equipment thereon, and may complete the work itself, either by force account or by letting the unfinished portion of the work to another Contractor or by a combination of such methods. In any event, the cost of the completion of said work shall be a charge against the Contractor and his Surety and may be deducted from any money due or becoming due from the District, and if the sums due under the contract are insufficient, said Contractor and/or his Surety shall pay to the District within five (5) days after the completion of the work all of such cost in excess of the contract price.

The Surety, in the event that it assumes part of the work, shall take the Contractor's place in this contract in all respects for that part and shall be paid by the District for all work performed by it in accordance with the terms of this contract. If the Surety assumes the entire contract, all monies remaining due the Contractor at the time of his default shall be made payable to the Surety as the work progresses, subject to the terms of the contract.

## SECTION VII - PAYMENT

### 7.01 SCOPE OF PAYMENTS

The Contractor shall accept compensation, as herein provided, in full payment for furnishing all materials, labor, tools, and equipment necessary to the completed work and for performing all work contemplated and embraced under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, except as hereinbefore provided, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Board of Supervisors; and for all risks of description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the plans and specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

7.01A Measurement and Computation of Quantities - All items of the work to be paid for at a contract price per unit of measurement will be measured by the Engineer in accordance with United States Standard Measures. A ton shall mean 2,000 pounds, avoirdupois. Except as otherwise expressly provided in the specifications, the methods of measurement and computation of quantities of such items will be determined by the Engineer, taking into account the price of the item relative to its quantity and the costs of measurement.

The weights of metalwork, pipe, and other metal parts to be paid for by weight will be determined by the Engineer on the basis of handbook weights, scale weights, or manufacturer's

catalog weights, or in the absence of any of the foregoing, on the basis of estimated weights; provided, that weights of nonmetallic coatings will be excluded.

7.01B Payment at Contract Prices - The contract price for an item of the work shall include full compensation for all costs of that item, including the costs of any work, materials and equipment incidental to the item but not specifically shown or described in the drawings and specifications, subject only to such express limitations as may be stated in the specifications defining the item or prescribing payment therefor.

The contract prices shall include full compensation for all costs of any work, materials, and equipment required by the drawings and specifications at the time of contract award, but not covered by a contract price or otherwise expressly made the subject of direct payment.

## 7.02 PAYMENT AND COMPENSATION FOR ALTERED QUANTITIES

When alterations in plans or quantities of work are ordered and performed, the Contractor shall accept payment in full at the contract unit price for the actual quantities of work done and no allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

## 7.03 FORCE ACCOUNT PAYMENT

When extra work is to be paid for on a force account basis, compensation will be determined as follows:

7.03A Work Performed by Contractor - The Contractor will be paid for labor, materials, and equipment rental as hereinafter provided, except where agreement has been reached to pay in accordance with Section 7.03B. Only materials incorporated in the work will be paid for.

To the total computed as provided in Sections 7.03A(1), 7.03A(2) and 7.03A(3) will be added the following percentages:

Labor	-	24 percent
Materials	-	15 percent
Equipment Rental	-	15 percent

It is understood labor, materials, and equipment may be furnished by the Contractor or by the subcontractor or by others on behalf of the Contractor.

When extra work paid for on a force account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the District for such work and no additional payment therefor will be made by the District.

7.03A(1) Labor - The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the Engineer), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

7.03A(1a) Actual Wages - The actual wages paid will be as published by the Director of Industrial Relations of the State of California for the region where work is performed and that are in effect at the time of award of the contract. The classification of workmen used shall not be in excess of the industry standard for the region where work is performed. Copies of the published labor rates are on file at the District office.

7.03A(1b) Labor Surcharge - To the actual wages as defined in Section 7.03A(1a), will be added a labor surcharge set forth in the Special Provisions, which labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 7.03A(1a) and subsistence and travel allowance as specified in Section 7.03A(1c).

7.03A(1c) Subsistence and travel allowance paid to such workmen as required by collective bargaining agreements.

7.03A(2) Materials - The cost of materials incorporated in the work will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

7.03A(2a) If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the District notwithstanding the fact that such discount may not have been taken.

7.03A(2b) If the materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer. No markup except for actual costs incurred in the handling of such materials will be permitted.

7.03A(2c) If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or on the current wholesale price for such materials delivered to the job site whichever price is lower.

7.03A(2d) If the cost of such materials is, in the opinion of the Engineer, excessive, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Section 7.03(2a).

7.03A(2e) If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined in accordance with Section 7.03A(2d).

The District reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and profit on such materials.

7.03A(3) Equipment Rental - The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Special Provisions, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the Special Provisions, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided under Section 7.03A(1).

All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools having a replacement value of \$25.00 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

In computing the rental time of equipment, less than 30 minutes shall be considered ½ hour.

7.03A(3a) Equipment on the Work - The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work.

7.03A(3b) Equipment not on the Work - For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Special Provisions or as agreed to as provided

in Section 7.03A(3) and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

(1) The original location of the equipment to be hauled to the location of the work shall be agreed to by the Engineer in advance.

(2) The District will pay the costs of loading and unloading such equipment.

(3) The cost of transporting equipment on low bed trailers shall not exceed the hourly rates charged by established haulers.

(4) The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.

(5) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the extra work is performed on such days, and shall terminate at the end of the day on which the Engineer directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

<u>Hours Equipment is in Operation</u>	<u>Hours to be Paid</u>
0.....	4
0.5.....	4.25
1.....	4.5
1.5.....	4.75
2.....	5
2.5.....	5.25
3.....	5.5
3.5.....	5.75
4.....	6
4.5.....	6.25
5.....	6.5
5.5.....	6.75
6.....	7
6.5.....	7.25
7.....	7.5
7.5.....	7.75
8.....	8
Over 8.....	hours in operation

When hourly rates are listed, less than 30 minutes of operation shall be considered to be 1/2 hour of operation.

When daily rates are listed, payment for 1/2 day will be made if the equipment is not used. If the equipment is used, payment will be made for one day.



The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than one day.

(6) Should the Contractor desire the return of the equipment to a location other than its original location, the District will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.

(7) Payment for transporting, loading and unloading equipment, as above provided, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

7.03B Work Performed by Special Forces or Other Special Services - When the Engineer and the Contractor, by agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such service or extra work item may be performed by a specialist. Invoices for such service or item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization. In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in such facility may, by agreement, be accepted as a specialist billing.

To the specialist invoice price, less a credit to the District for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Section 7.03A.

7.03C Records - The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

The Contractor shall furnish the Engineer report sheets in duplicate of each day's extra work paid for on a force account basis no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces, except for charges described in Section 7.03B. The daily report sheets shall provide names or identifications and classifications of workmen, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily report sheets, or if not available, they shall be submitted with subsequent daily report sheets. Should said vendor's invoices not be submitted within 15 days after acceptance of the work, the District reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials are available in the quantities concerned delivered to the location of the work, less any discounts provided in Section 7.03A(2a).

Said daily report sheets shall be signed by the Contractor or his authorized agent.

The Engineer will compare his records with the daily report sheets furnished by the Contractor, make any necessary adjustments, and compile the costs of work paid for on a force account basis on daily extra work report forms furnished by the District. When these daily extra work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

The Contractor's cost records pertaining to work paid for on a force account basis shall be open to inspection or audit by representatives of the District, during the life of the contract and for a period of not less than 18 months after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor expressly guarantees that the cost records of such other forces shall be open to inspection and audit by representatives of the District on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

7.03D - Payment as provided above in Sections 7.03A and 7.03B shall constitute full compensation to the Contractor for performance of work paid for on a force account basis and no additional compensation will be allowed therefor.

#### 7.04 ACCEPTANCE

The work shall be inspected for acceptance by the Engineer promptly upon receipt of notice in writing from the Contractor that the work is ready for such inspection.

The structures will not be finally accepted until the completion of the entire work under the contract.

#### 7.05 DEDUCTIONS FROM PAYMENTS

The Riverside County Flood Control and Water Conservation District, by and through the Board of Supervisors or other appropriate District officer or officers, may at its option and at any time retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims, provided that sworn statements of said claims shall have been filed in the office of the District or in the office of any other District officer or officers having jurisdiction thereover.

#### 7.06 PARTIAL PAYMENTS

On or about the last day of each month, the Engineer shall make an estimate in writing of the total amount of work done by the Contractor to the time of such estimate and the value thereof. The District shall retain 10 percent (10%) of such estimated value of the work done as part security for the fulfillment of the contract by the Contractor, except that at any time after 50 percent (50%) of the work has been completed, if the District finds that satisfactory progress is being made, the District may make any of the remaining progress payments in full for actual work completed during such estimate period or may withhold any amount up to 10 percent (10%) thereof as the District may find appropriate based on the Contractor's progress. At no

time shall the amount retained by the District be less than 5 percent (5%) of the total value of the work completed at the time such payments are made.

After deducting all previous payments and all sums to be kept or retained under the provisions of the contract, the District shall make monthly progress payments to the Contractor. No such estimate or payment shall be required to be made when, in the judgment of the Chief Engineer, the work is not proceeding in accordance with the provisions of the contract.

In accordance with Public Contract Code Section 22300 and other applicable law, the Contractor may substitute securities for any monies withheld to ensure performance under the contract. Such substitution shall be made only upon a separate agreement between the District and the Contractor which contains terms and conditions in compliance with all laws applicable to monies withheld under the contract.

#### 7.07 DELAYED PAYMENTS

All the monies due the Contractor under the contract will be paid by demand on the Treasurer of the District, prepared and approved as required by law, and it is understood that any delay in the preparation, approval and payment of these demands will not constitute a breach of contract on the part of the District.

#### 7.08 FINAL PAYMENT

The Engineer, after the completion of the contract, shall make a final estimate in writing to the Board of Supervisors of the amount of work done thereunder, and the value of such work, and the District shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payment shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of forty-five (45) days from the date of acceptance of the work by the Board of Supervisors.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

And the Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the Riverside County Flood Control and Water Conservation District, the Board of Supervisors, and the Engineer from any and all claims or liability on account of work performed under the contract or any alteration thereof.

#### 7.09 CLAIMS RESOLUTION

In accordance with Public Contract Code Section 20104 - 20104.6 and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the District shall be resolved following the statutory procedure unless the District has elected to resolve the dispute pursuant to Public Contract Code § 10240 et seq.

1. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the District.

- (a) Claims under \$50,000. The District shall respond in writing to the claim within 45 days of receipt of the claim, or, the District may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the District and the claimant. The District's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
- (b) Claims over \$50,000 but less than or equal to \$375,000. The District shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the District may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the District and the claimant. The District's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater.

2. If the claimant disputes the District's response, or if the District fails to respond within the statutory time period, the claimant may so notify the District within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the District shall schedule a meet and confer conference within 30 days.

3. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code § 900 et seq. and Government Code § 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

4. If a civil action is filed to resolve any claim, the provisions of Public Contract Code § 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.

## SECTION VIII - GENERAL

### 8.01 COOPERATION BETWEEN CONTRACTORS

The Contractor shall be required to cooperate fully with all utility and public agency representatives engaged in construction, relocation, altering or otherwise rearranging any facilities interfering with the progress of the work.

Full compensation for any delay or inconvenience to the Contractor's operation due to such operations as described above shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefor.

### 8.02 INSURANCE - HOLD HARMLESS

Contractor shall not commence work under this contract until he has obtained the insurance required hereunder and satisfactory proof of said insurance has been submitted to District and has been approved as to form by Riverside County Counsel.

Compensation Insurance - Contractor shall procure and maintain during the life of the contract Workers' Compensation Insurance as required by the State of California. Contractor shall further require each of its subcontractors to procure Workers' Compensation Insurance as required by the State while working on the project.

Liability Insurance - Contractor shall take out and maintain during the course of the work combined single limit liability insurance covering bodily injury and property damage insurance and blanket contractual coverage as to the work and obligations covered hereunder in an amount not less than \$2,000,000, or the equivalent thereof. Said insurance must contain an endorsement that District, County of Riverside, and any municipal corporation in which the work is to be accomplished, are named as an additional insured as respects the work covered hereunder. Said insurance must not contain, as respects the work covered hereunder, any exclusions as to bodily injury or death or property damage arising out of blasting, explosion, or underground damage to wire, pipes, conduits, mains, sewers, tank tunnels or any similar property, i.e., the so-called "x c u" exclusions. The insurance certificate evidencing such insurance must affirmatively state that the insurance carrier(s) will give Owner thirty (30) days written notice prior to cancellation of the insurance or a reduction in coverage; must state that the "x c u" exclusions are waived or do not exist in the policy(s); and that District, County of Riverside, and any municipal corporation in which the work is to be accomplished, are named as an additional insured as respects the work covered hereunder.

In the alternate to naming Owner and County of Riverside, and any municipal corporation in which the work is to be accomplished, as additional insured, Contractor may take out and maintain during the course of the work and until acceptance by Owner, Owner's Protective Liability Insurance amount not less than \$2,000,000 covering District, County of Riverside, and any municipal corporation in which the work is to be accomplished.

The cost of this insurance shall be included in the prices bid for the various items of work and no additional compensation will be made therefor.

Hold Harmless - Contractor shall hold District, County of Riverside and any municipal corporation in which the work is to be accomplished, together with the officers, agents and employees of each, free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of Contractor, its officers, agents, employees or subcontractors, relating to or in any way connected with or arising from the accomplishment of the work, whether or not in furtherance of the work; and Contractor agrees to protect and defend, including all attorney fees and other expenses, each of the foregoing bodies and persons in any legal action based or asserted upon any such acts or omissions.

Obligations - The obligations assumed by Contractor cover all obligations set forth in this Subsection and elsewhere in the Contract Documents, such as Subsections 5.01, 5.02, 5.05, 5.06, 5.08, 5.09, 5.10, 10.01, and 10.02.

### 8.03 PUBLIC UTILITIES

The locations of all pipelines, power lines, communication lines and other utility components known to District to exist within the limits of the work, are indicated on the drawings and may be the subject of a specific Special Provision(s). Size, location and characteristics of such utilities is based upon information made available to District - primarily from the owner of the utility in question. The exactness of such information is not guaranteed but may be assumed to have been accomplished with reasonable accuracy.

In addition to the drawings and any such provision regarding utilities, Contractor is under a duty to take into account the location of service laterals or other appurtenances which can be inferred from the presence of facilities such as buildings, meters and junction boxes in or about the limits of the work.

Unless otherwise directed by the Contract Documents, all existing utilities - where shown or described or not - shall be left in place and Contractor must conduct its operations so that such utilities are protected from damage at all times during the course of the work and the work must be accomplished so as to give such utilities proper protection and support upon completion of the work by Contractor.

If during the course of the work, Contractor discovers underground utility components not indicated in the drawings, the Special Provisions or elsewhere in the Contract Documents, Contractor must immediately notify, in writing, the Engineer and the utility company (public or private) involved, stating with exactness the condition found.

When Contractor encounters a utility not shown or described in the Contract Documents, Contractor shall cease all work which would disturb such utility and its support until given specific instructions as to how to proceed regarding such utility by Engineer. All work done by Contractor to protect existing utilities shown or described in the Contract Documents, or which can be reasonably inferred from the presence of other visible facilities, is at Contractor's expense, the cost of which is deemed included in Contractor's Proposal to do the work.

Contractor's cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility components and facilities not indicated in the drawings, specifications or elsewhere in the Contract Documents with reasonable accuracy, shall be paid Contractor as Extra Work as provided in Subsection 2.07 and Subsection 7.03 of the General Provisions. Compensation for idle time of equipment shall be paid as provided in Section 8-1.09, "Right of Way Delays", of the State Standard Specifications. No surcharge rates for equipment will be applied for idled equipment.

District may direct the Contractor to do such repair or relocation work as required. When such repair or relocation work is not elsewhere provided for in these Contract Documents, or reasonably inferred therefrom, a requirement of District that Contractor perform such work shall be compensated for as Extra Work pursuant to Subsections 2.07 and 7.03 of these General Provisions.

Contractor shall not be assessed liquidated damages for delay in completion of the project, if such delay is caused by failure of District, or the owner of the utility in question, to provide for removal or relocation of the utility involved.

#### 8.04 PROTECTION OF EXISTING STREET FACILITIES

The Contractor shall be responsible for the protection of existing signs, fences, concrete curbs, gutters and other facilities which may be encountered. The replacement or repair of any facilities which the District deems necessary as a result of the Contractor's operations shall be done by the Contractor at his own expense and to the satisfaction of the Engineer.

Excavation within the street right of way shall be conducted in a manner to cause the least interruption to traffic. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways. Hydrants under pressure, valve pipe covers, valve boxes, curb stop boxes, fire or police call boxes, or other utility controls shall be left unobstructed and accessible during construction.

#### 8.05 DIVERSION AND CONTROL OF WATER

Unless otherwise provided in the Proposal, no separate payment will be made for diversion and control of surface or groundwater. All costs incidental to maintaining dry working areas shall be included in the unit prices paid for other items of work in the schedule.

#### 8.06 DUST ABATEMENT

During the performance of all work included in the contract, the Contractor shall take the necessary precautions to save the District free and harmless from any loss or damage resulting from his operations that raise or produce dust in such amounts that will be objectionable, and/or cause damage to adjacent property or property owners.

The Contractor will be required to have a positive and continuous method of dust control which is satisfactory to the Engineer. The methods to be used for controlling dust in the

construction area and along haul roads shall be approved by the Engineer prior to starting any of the work included in the contract. All costs incidental to dust control shall be included in the unit prices paid for other items of work in the schedule.

#### 8.07 PROJECT SIGNS

The Contractor shall erect project signs at the locations designated by the Engineer.

No separate payment will be made for erecting the project signs and all costs in connection therewith will be considered a subsidiary obligation of the Contractor.

#### 8.08 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the proposal, plans, specifications, and the contract.

Where the District has made investigations of subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, such investigations are made only for the purpose of study and design. Where such investigations have been made, bidders or Contractors may, upon request, inspect the records of the District as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the District.

The records of such investigations are not a part of the contract and are shown solely for the convenience of the bidder or Contractor. It is expressly understood and agreed that the District assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by the District in its use thereof and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

When a log of test borings showing a record of the data obtained by the District's investigation or subsurface conditions is included with the contract plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the District as to the character of the materials encountered by it in its test borings, is included in the plans only for the convenience of bidders and its use is subject to all of the conditions and limitations set forth in this Section 8.08.

No information derived from such inspection of records of investigations or compilation thereof made by the District or from the Engineer, or his assistants, will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the contract.



## SECTION IX - WATERING

### 9.01 DESCRIPTION

This work shall consist of developing a water supply for all water required for the work. The application of the water shall be under the control of the Engineer at all times and shall be applied in the amounts and at the locations approved by the Engineer.

At least one mobile unit of at least 1,000-gallon capacity for applying water shall be available on the project at all times.

Water for compacting embankment material and for laying dust shall be applied by means of pressure-type distributors or pipelines equipped with a spray system or hoses with nozzles that will ensure a uniform application of water.

No separate payment or additional allowances will be made for this work and all costs in connection therewith will be considered as included in other items in the schedule.

## SECTION X - PUBLIC CONVENIENCE, TRAFFIC CONTROL AND DETOURS

### 10.01 GENERAL

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public.

Unless otherwise provided in the Special Provisions, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the Contractor's expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition.

### 10.02 SIGNS

It shall be the responsibility of the Contractor to provide and maintain all lights, barricades and signs, both on and off the site of work, as required by the Engineer, and all such devices shall be of a type approved by him.

If, in any case, the Engineer finds it necessary to replace, add to or erect said barricades, signs, or lights, when the Contractor fails to do so when informed, the Contractor shall be billed for all costs thereof including a daily rental fee for signs.

No separate payment, unless otherwise provided for under the Special Provisions, will be made for traffic control and detour signing and all costs incidental to these items shall be included in the unit prices paid for other items of work.

10.03 MATERIALS STORAGE

Storing or stockpiling of excavated material, imported backfill material or construction materials on any street or highway will not be permitted except as approved in writing by the Engineer.

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