

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



107B

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
January 28, 2014

**SUBJECT:** Project Award - Romoland MDP Line A, Stage 3, Project No. 4-0-00310-03, 260 Working Days, District 3/District 5, [\$5,599,999.00]

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

1. Approve the low bid submitted by the firm of Mamco, Inc. dba Alabbasi for \$5,599,999.00, for the construction of the above referenced project.
2. Authorize the Chairman to execute the contract on behalf of the District.

**BACKGROUND:**

**Summary**

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

P8\158078

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,500,000.00	\$ 4,099,999.00	\$ 5,599,999.00	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 1,500,000.00	\$ 4,099,999.00	\$ 5,599,999.00	\$	
SOURCE OF FUNDS: 25140 947460 527980 Zone 4 Const/Maint/Misc-Contracts				Budget Adjustment: No	
				For Fiscal Year: 13/14 & 14/15	

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

**APPROVE**

BY:   
Steven C. Horn, MPA

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone and Benoit  
Nays: None  
Absent: None  
Disqualify: Ashley  
Date: January 28, 2014  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.:** 11.3 of 11/05/13 | **District:** 3<sup>rd</sup>/5<sup>th</sup> | **Agenda Number:**

**11-2**

FISCAL PROCEDURES APPROVED  
JEANINE J. REY, FINANCE DIRECTOR

BY:   
JEANINE J. REY

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS

DATE: 1/14/14

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

RJC

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

**FORM 11:** Project Award - Romoland MDP Line A, Stage 3, Project No. 4-0-00310-03, 260 Working Days,  
District 3/District 5, [\$5,599,999.00]

**DATE:** January 28, 2014

**PAGE:** Page 2 of 2

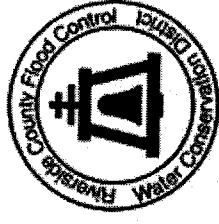
**Impact on Citizens and Businesses**

This project will construct drainage infrastructure to remedy ongoing flooding problems. With the construction of this project, Encanto Drive will not be subject to frequent road closures due to flooding. This project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness.

P8\158078

# 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:** ROMOLAND MDP LINE A STAGE 3

**Project Number:** 4-0-0310-03

**Bid Open Date:** 12/05/2013

<i>Total</i>	<i>Contractor Name</i>	<i>Address</i>	<i>Phone</i>
\$5,599,999.00	MAMCO, INC. dba ALABBASI	16810 Van Buren Boulevard, Suite 200 Riverside, CA 92504	951.776.9300
\$5,671,961.07	BEDON CONSTRUCTION, INC.	27989 Holland Road Menifee, CA 92584	951.246.9005
\$5,897,351.00	H & H GENERAL CONTRACTORS, INC.	Post Office Box 536 Highland, CA 92346-0536	909.425.3907
\$5,995,489.65	SUKUT CONSTRUCTION, INC.	4010 West Chandler Avenue Santa Ana, CA 92704	
\$6,411,075.00	BELCZAK & SONS, INC.	3510 E. Enterprise Drive Anaheim, CA 92807	714-998-5920
\$6,548,356.00	KIP, INCORPORATED	25740 Washington Avenue Murrieta, CA 92562	
\$6,712,326.00	KEC ENGINEERING	200 N. Sherman Avenue Corona, CA 92882	951-734-3010
\$6,771,869.65	SPIESS CONSTRUCTION CO., INC.	Post Office Box 2849 Santa Maria, CA 93457	805.937.5859
\$6,875,644.60	ROAD BUILDERS, INC.	38040 Brel Road Murrieta, CA 92563	
\$7,179,854.24	LOS ANGELES ENGINEERING	4134 Temple City Boulevard Rosemead, CA 91770	
\$7,390,721.00	RIVERSIDE CONSTRUCTION COMPANY, INC.	Post Office Box 1146 Riverside, CA 92502-1146	951-682-8308
\$7,585,831.20	ENVIRONMENTAL CONSTRUCTION, INC.	21550 OXNARD STREET, SUITE 1050 WOODLAND HILLS, CA 91367	818.449.8920
\$7,587,236.00	LONEROCK, INC.	26 Vista Firenze Laguna Hills, CA 92653	949.310.0804
\$8,533,318.00	STEVE BUBALO CONSTRUCTION	Post Office Box 1048 Monrovia, CA 91017	
\$6,905,896.00	RCFC Engineer's Estimate		

# Bid Abstract

## Riverside County Flood Control & Water Conservation District

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



Project Name: ROMOLAND MDP LINE A STAGE 3

Project Number: 4-0-0310-03

Bid Open Date: 12/05/2013

### ENGINEER'S ESTIMATE

MAMCO, INC. dba  
ALABBASI

BEDON CONSTRUCTION,  
INC.

Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$150,000.00	\$150,000.00	\$265,000.00	\$265,000.00	\$155,000.00	\$155,000.00
2 WATER CONTROL	L.S.	1	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$3,925.00	\$3,925.00
3 TRAFFIC CONTROL	L.S.	1	\$60,000.00	\$60,000.00	\$78,000.00	\$78,000.00	\$80,000.00	\$80,000.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$40,000.00	\$40,000.00	\$102,654.40	\$102,654.40	\$20,000.00	\$20,000.00
5 EXTRA DIRECTED WORK	L.S.	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
6 CHANNEL EXCAVATION	C.Y.	207,048	\$6.00	\$1,242,288.00	\$4.80	\$993,830.40	\$4.36	\$902,729.28
7 STRUCTURE EXCAVATION	C.Y.	24,948	\$8.00	\$199,584.00	\$5.30	\$132,224.40	\$4.78	\$119,251.44
8 BACKFILL	C.Y.	7,830	\$9.00	\$70,470.00	\$6.00	\$46,980.00	\$4.00	\$31,320.00
9 STRUCTURE BACKFILL	C.Y.	1,768	\$8.00	\$14,144.00	\$6.10	\$10,784.80	\$29.50	\$52,156.00
10 FILTER MATERIAL	C.Y.	1,260	\$4.00	\$5,040.00	\$36.00	\$45,360.00	\$13.00	\$16,380.00
11 TRENCH SAFETY SYSTEM AND FALSEWORK	L.S.	1	\$75,000.00	\$75,000.00	\$105,000.00	\$105,000.00	\$20,520.00	\$20,520.00
12 CLASS "A" CONCRETE, REINFORCED CONCRETE BOX	C.Y.	4,170	\$680.00	\$2,835,600.00	\$487.00	\$2,030,790.00	\$501.25	\$2,090,212.50
13 CLASS "A" CONCRETE, TRANSITION STRUCTURE	C.Y.	155	\$600.00	\$93,000.00	\$445.00	\$68,975.00	\$473.50	\$73,392.50
14 CLASS "A" CONCRETE, WINGWALL	C.Y.	398	\$560.00	\$222,880.00	\$565.00	\$224,870.00	\$829.00	\$329,942.00
15 CLASS "A" CONCRETE, PARAPET WALL	C.Y.	94	\$600.00	\$56,400.00	\$505.00	\$47,470.00	\$508.25	\$47,775.50
16 CLASS "A" CONCRETE, PIER NOSE	C.Y.	11	\$500.00	\$5,500.00	\$640.00	\$7,040.00	\$584.25	\$6,426.75
17 CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	2	\$612.50	\$1,225.00	\$1,000.00	\$2,000.00	\$1,753.00	\$3,506.00
18 CLASS "A" CONCRETE, CHANNEL PAVING	C.Y.	870	\$350.00	\$304,500.00	\$195.00	\$169,650.00	\$258.00	\$224,460.00
19 CLASS "B" CONCRETE, 2' CUTOFF WALL	L.F.	825	\$300.00	\$247,500.00	\$17.00	\$14,025.00	\$12.50	\$10,312.50
20 CLASS "B" CONCRETE, 4' AND 5' CUTOFF WALL	C.Y.	75	\$450.00	\$33,750.00	\$290.00	\$21,750.00	\$243.00	\$18,225.00
21 CLASS "B" CONCRETE, CONCRETED ROCK	C.Y.	71	\$250.00	\$17,750.00	\$170.00	\$12,070.00	\$182.00	\$12,922.00
22 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	35	\$300.00	\$10,500.00	\$440.00	\$15,400.00	\$109.00	\$3,815.00
23 24" RCP	L.F.	36	\$125.00	\$4,500.00	\$98.00	\$3,528.00	\$62.85	\$2,262.60
24 AGGREGATE BASE, CLASS 2	C.Y.	3,000	\$5.00	\$15,000.00	\$41.00	\$123,000.00	\$44.80	\$134,400.00
25 HOT MIX ASPHALT (HMA)	TONS	300	\$80.00	\$24,000.00	\$165.00	\$49,500.00	\$127.75	\$38,325.00

**Project Name:** ROMOLAND MDP LINE A STAGE 3

**Project Number:** 4-0-0310-03

**Bid Open Date:** 12/05/2013

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ENGINEER'S ESTIMATE				MAMCO, INC. dba ALABBASI		BEDON CONSTRUCTION, INC.		
Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
26 6-FOOT CHAIN LINK FENCE	L.F.	18,920	\$20.00	\$378,400.00	\$14.00	\$264,880.00	\$12.00	\$227,040.00
27 3-FOOT CABLE RAILING	L.F.	180	\$120.00	\$21,600.00	\$26.00	\$4,680.00	\$11.25	\$2,025.00
28 14-FOOT DOUBLE DRIVE GATES	EACH	16	\$1,500.00	\$24,000.00	\$1,120.00	\$17,920.00	\$560.00	\$8,960.00
29 CHAIN LINK GATE	EACH	2	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$670.00	\$1,340.00
30 MISCELLANEOUS IRON AND STEEL	LBS.	170	\$450.00	\$76,500.00	\$2.30	\$391.00	\$2.00	\$340.00
31 CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	54	\$150.00	\$8,100.00	\$140.00	\$7,560.00	\$49.00	\$2,646.00
32 METAL BEAM GUARD RAILING	L.F.	124	\$300.00	\$37,200.00	\$100.00	\$12,400.00	\$47.50	\$5,890.00
33 INLET TYPE X	EACH	2	\$3,500.00	\$7,000.00	\$2,000.00	\$4,000.00	\$1,980.00	\$3,960.00
34 ROCK SLOPE PROTECTION, 1-TON CLASS	C.Y.	2,455	\$90.00	\$220,950.00	\$57.00	\$139,935.00	\$49.50	\$121,522.50
35 ROCK SLOPE PROTECTION, 1/4-TON CLASS	C.Y.	1,155	\$80.00	\$92,400.00	\$54.00	\$62,370.00	\$49.50	\$57,172.50
36 FILTER BLANKET, NO. 2 BACKING	C.Y.	730	\$5.50	\$4,015.00	\$41.00	\$29,930.00	\$49.50	\$36,135.00
37 ROCK SLOPE PROTECTION FABRIC	S.F.	29,400	\$1.50	\$44,100.00	\$0.15	\$4,410.00	\$0.34	\$9,996.00
38 DUST ABATEMENT	L.S.	1	\$15,000.00	\$15,000.00	\$5,500.00	\$5,500.00	\$55,200.00	\$55,200.00
39 HYDROSEEDING	ACRE	12.0	\$3,000.00	\$36,000.00	\$4,260.00	\$51,120.00	\$5,904.00	\$70,848.00
40 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$15,000.00	\$15,000.00	\$36,000.00	\$36,000.00	\$20,835.00	\$20,835.00
41 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$5,000.00	\$5,000.00	\$1.00	\$1.00	\$5,600.00	\$5,600.00
42 RELOCATE 33-INCH WATERLINE	L.S.	1	\$40,000.00	\$40,000.00	\$160,000.00	\$160,000.00	\$306,315.00	\$306,315.00
43 RELOCATE 27-INCH WATERLINE	L.S.	1	\$40,000.00	\$40,000.00	\$120,000.00	\$120,000.00	\$238,877.00	\$238,877.00
				\$6,905,896.00	\$5,599,999.00		\$5,671,961.07	

Project Name: ROMOLAND MDP LINE A STAGE 3

Project Number: 4-0-0310-03

Bid Open Date: 12/05/2013

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SUKUT CONSTRUCTION,  
INC.

H & H GENERAL  
CONTRACTORS, INC.

BELCZAK & SONS, INC.

Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$519,000.00	\$519,000.00	\$505,000.00	\$505,000.00	\$50,000.00	\$50,000.00
2 WATER CONTROL	L.S.	1	\$11,500.00	\$11,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
3 TRAFFIC CONTROL	L.S.	1	\$91,000.00	\$91,000.00	\$95,000.00	\$95,000.00	\$55,000.00	\$55,000.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$36,000.00	\$36,000.00	\$39,000.00	\$39,000.00	\$20,000.00	\$20,000.00
5 EXTRA DIRECTED WORK	L.S.	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
6 CHANNEL EXCAVATION	C.Y.	207,048	\$4.00	\$828,192.00	\$4.50	\$931,716.00	\$5.00	\$1,035,240.00
7 STRUCTURE EXCAVATION	C.Y.	24,948	\$4.75	\$118,503.00	\$7.80	\$194,594.40	\$10.00	\$249,480.00
8 BACKFILL	C.Y.	7,830	\$5.30	\$41,499.00	\$19.25	\$150,727.50	\$15.00	\$117,450.00
9 STRUCTURE BACKFILL	C.Y.	1,768	\$9.00	\$15,912.00	\$37.25	\$65,858.00	\$15.00	\$26,520.00
10 FILTER MATERIAL	C.Y.	1,260	\$36.50	\$45,990.00	\$49.00	\$61,740.00	\$15.00	\$18,900.00
11 TRENCH SAFETY SYSTEM AND FALSEWORK	L.S.	1	\$99,300.00	\$99,300.00	\$180,000.00	\$180,000.00	\$20,000.00	\$20,000.00
12 CLASS "A" CONCRETE, REINFORCED CONCRETE BOX	C.Y.	4,170	\$476.00	\$1,984,920.00	\$426.00	\$1,776,420.00	\$600.00	\$2,502,000.00
13 CLASS "A" CONCRETE, TRANSITION STRUCTURE	C.Y.	155	\$893.00	\$138,415.00	\$475.00	\$73,625.00	\$800.00	\$124,000.00
14 CLASS "A" CONCRETE, WINGWALL	C.Y.	398	\$466.00	\$185,468.00	\$430.00	\$171,140.00	\$400.00	\$159,200.00
15 CLASS "A" CONCRETE, PARAPET WALL	C.Y.	94	\$602.00	\$56,588.00	\$495.00	\$46,530.00	\$400.00	\$37,600.00
16 CLASS "A" CONCRETE, PIER NOSE	C.Y.	11	\$962.00	\$10,582.00	\$680.00	\$7,480.00	\$2,000.00	\$22,000.00
17 CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	2	\$6,957.00	\$13,914.00	\$1,100.00	\$2,200.00	\$1,000.00	\$2,000.00
18 CLASS "A" CONCRETE, CHANNEL PAVING	C.Y.	870	\$321.50	\$279,705.00	\$220.00	\$191,400.00	\$300.00	\$261,000.00
19 CLASS "B" CONCRETE, 2' CUTOFF WALL	L.F.	825	\$29.00	\$23,925.00	\$14.35	\$11,838.75	\$20.00	\$16,500.00
20 CLASS "B" CONCRETE, 4' AND 5' CUTOFF WALL	C.Y.	75	\$453.00	\$33,975.00	\$230.00	\$17,250.00	\$300.00	\$22,500.00
21 CLASS "B" CONCRETE, CONCRETED ROCK	C.Y.	71	\$175.00	\$12,425.00	\$183.00	\$12,993.00	\$200.00	\$14,200.00
22 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	35	\$217.00	\$7,595.00	\$410.00	\$14,350.00	\$100.00	\$3,500.00
23 24" RCP	L.F.	36	\$530.00	\$19,080.00	\$110.00	\$3,960.00	\$200.00	\$7,200.00
24 AGGREGATE BASE, CLASS 2	C.Y.	3,000	\$64.00	\$192,000.00	\$54.00	\$162,000.00	\$60.00	\$180,000.00
25 HOT MIX ASPHALT (HMA)	TONS	300	\$326.00	\$97,800.00	\$200.00	\$60,000.00	\$100.00	\$30,000.00

Project Name: ROMOLAND MDP LINE A STAGE 3

Project Number: 4-0-0310-03

Bid Open Date: 12/05/2013

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H & H GENERAL  
CONTRACTORS, INC.

SUKUT CONSTRUCTION,  
INC.

BELCZAK & SONS, INC.

Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
26 6-FOOT CHAIN LINK FENCE	L.F.	18,920	\$13.15	\$248,798.00	\$13.50	\$255,420.00	\$12.00	\$227,040.00
27 3-FOOT CABLE RAILING	L.F.	180	\$40.00	\$7,200.00	\$25.00	\$4,500.00	\$22.00	\$3,960.00
28 14-FOOT DOUBLE DRIVE GATES	EACH	16	\$1,265.00	\$20,240.00	\$1,100.00	\$17,600.00	\$1,500.00	\$24,000.00
29 CHAIN LINK GATE	EACH	2	\$1,610.00	\$3,220.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
30 MISCELLANEOUS IRON AND STEEL	LBS.	170	\$24.00	\$4,080.00	\$5.00	\$850.00	\$3.00	\$510.00
31 CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	54	\$96.00	\$5,184.00	\$103.00	\$5,562.00	\$250.00	\$13,500.00
32 METAL BEAM GUARD RAILING	L.F.	124	\$88.00	\$10,912.00	\$125.00	\$15,500.00	\$150.00	\$18,600.00
33 INLET TYPE X	EACH	2	\$3,335.00	\$6,670.00	\$1,100.00	\$2,200.00	\$3,500.00	\$7,000.00
34 ROCK SLOPE PROTECTION, 1-TON CLASS	C.Y.	2,455	\$66.00	\$162,030.00	\$75.00	\$184,125.00	\$125.00	\$306,875.00
35 ROCK SLOPE PROTECTION, 1/4-TON CLASS	C.Y.	1,155	\$69.00	\$79,695.00	\$68.00	\$78,540.00	\$90.00	\$103,950.00
36 FILTER BLANKET, NO. 2 BACKING	C.Y.	730	\$50.00	\$36,500.00	\$56.00	\$40,880.00	\$55.00	\$40,150.00
37 ROCK SLOPE PROTECTION FABRIC	S.F.	29,400	\$0.35	\$10,290.00	\$0.35	\$10,290.00	\$3.00	\$88,200.00
38 DUST ABATEMENT	L.S.	1	\$11,500.00	\$11,500.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00
39 HYDROSEEDING	ACRE	12.0	\$5,462.00	\$65,544.00	\$5,600.00	\$67,200.00	\$2,500.00	\$30,000.00
40 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$20,700.00	\$20,700.00	\$58,000.00	\$58,000.00	\$70,000.00	\$70,000.00
41 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$11,500.00	\$11,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
42 RELOCATE 33-INCH WATERLINE	L.S.	1	\$115,000.00	\$115,000.00	\$170,000.00	\$170,000.00	\$180,000.00	\$180,000.00
43 RELOCATE 27-INCH WATERLINE	L.S.	1	\$115,000.00	\$115,000.00	\$167,000.00	\$167,000.00	\$150,000.00	\$150,000.00
			\$5,897,351.00		\$5,995,489.65		\$6,411,075.00	

Project Name: ROMOLAND MDP LINE A STAGE 3

Project Number: 4-0-0310-03

Bid Open Date: 12/05/2013

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Item No. & Description	Unit	Quantity	KIP, INCORPORATED		KEC ENGINEERING		SPIESS CONSTRUCTION CO., INC.	
			Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$110,000.00	\$110,000.00	\$1.00	\$1.00	\$389,900.00	\$389,900.00
2 WATER CONTROL	L.S.	1	\$25,000.00	\$25,000.00	\$18,500.00	\$18,500.00	\$1,696.00	\$1,696.00
3 TRAFFIC CONTROL	L.S.	1	\$125,000.00	\$125,000.00	\$165,000.00	\$165,000.00	\$99,640.00	\$99,640.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$50,000.00	\$50,000.00	\$73,000.00	\$73,000.00	\$18,550.00	\$18,550.00
5 EXTRA DIRECTED WORK	L.S.	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
6 CHANNEL EXCAVATION	C.Y.	207,048	\$6.00	\$1,242,288.00	\$6.50	\$1,345,812.00	\$2.23	\$461,717.04
7 STRUCTURE EXCAVATION	C.Y.	24,948	\$8.00	\$199,584.00	\$19.00	\$474,012.00	\$5.20	\$129,729.60
8 BACKFILL	C.Y.	7,830	\$22.00	\$172,260.00	\$45.00	\$352,350.00	\$4.50	\$35,235.00
9 STRUCTURE BACKFILL	C.Y.	1,768	\$13.00	\$22,984.00	\$40.00	\$70,720.00	\$10.60	\$18,740.80
10 FILTER MATERIAL	C.Y.	1,260	\$40.00	\$50,400.00	\$48.50	\$61,110.00	\$50.88	\$64,108.80
11 TRENCH SAFETY SYSTEM AND FALSEWORK	L.S.	1	\$35,000.00	\$35,000.00	\$69,000.00	\$69,000.00	\$265.00	\$265.00
12 CLASS "A" CONCRETE, REINFORCED CONCRETE BOX	C.Y.	4,170	\$514.00	\$2,143,380.00	\$452.00	\$1,884,840.00	\$863.90	\$3,602,463.00
13 CLASS "A" CONCRETE, TRANSITION STRUCTURE	C.Y.	155	\$660.00	\$102,300.00	\$558.00	\$86,490.00	\$392.20	\$60,791.00
14 CLASS "A" CONCRETE, WINGWALL	C.Y.	398	\$720.00	\$286,560.00	\$580.00	\$230,840.00	\$678.40	\$270,003.20
15 CLASS "A" CONCRETE, PARAPET WALL	C.Y.	94	\$870.00	\$81,780.00	\$700.00	\$65,800.00	\$530.00	\$49,820.00
16 CLASS "A" CONCRETE, PIER NOSE	C.Y.	11	\$1,050.00	\$11,550.00	\$1,250.00	\$13,750.00	\$492.90	\$5,421.90
17 CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	2	\$2,400.00	\$4,800.00	\$2,400.00	\$4,800.00	\$2,703.00	\$5,406.00
18 CLASS "A" CONCRETE, CHANNEL PAVING	C.Y.	870	\$275.00	\$239,250.00	\$320.00	\$278,400.00	\$84.80	\$73,776.00
19 CLASS "B" CONCRETE, 2' CUTOFF WALL	L.F.	825	\$33.00	\$27,225.00	\$18.00	\$14,850.00	\$7.95	\$6,558.75
20 CLASS "B" CONCRETE, 4' AND 5' CUTOFF WALL	C.Y.	75	\$725.00	\$54,375.00	\$415.00	\$31,125.00	\$689.00	\$51,675.00
21 CLASS "B" CONCRETE, CONCRETED ROCK	C.Y.	71	\$175.00	\$12,425.00	\$160.00	\$11,360.00	\$159.00	\$11,289.00
22 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	35	\$550.00	\$19,250.00	\$265.00	\$9,275.00	\$275.60	\$9,646.00
23 24" RCP	L.F.	36	\$65.00	\$2,340.00	\$118.00	\$4,248.00	\$169.60	\$6,105.60
24 AGGREGATE BASE, CLASS 2	C.Y.	3,000	\$63.00	\$189,000.00	\$68.00	\$204,000.00	\$39.75	\$119,250.00
25 HOT MIX ASPHALT (HMA)	TONS	300	\$155.00	\$46,500.00	\$145.00	\$43,500.00	\$121.90	\$36,570.00



**Project Name:** ROMOLAND MDP LINE A STAGE 3

**Project Number:** 4-0-0310-03

**Bid Open Date:** 12/05/2013

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			KIP, INCORPORATED		KEC ENGINEERING		SPIESS CONSTRUCTION CO., INC.	
Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
26 6-FOOT CHAIN LINK FENCE	L.F.	18,920	\$17.50	\$331,100.00	\$14.00	\$264,880.00	\$18.13	\$343,019.60
27 3-FOOT CABLE RAILING	L.F.	180	\$40.00	\$7,200.00	\$26.00	\$4,680.00	\$36.04	\$6,487.20
28 14-FOOT DOUBLE DRIVE GATES	EACH	16	\$1,400.00	\$22,400.00	\$1,130.00	\$18,080.00	\$1,314.40	\$21,030.40
29 CHAIN LINK GATE	EACH	2	\$1,700.00	\$3,400.00	\$1,550.00	\$3,100.00	\$1,664.20	\$3,328.40
30 MISCELLANEOUS IRON AND STEEL	LBS.	170	\$2.50	\$425.00	\$3.50	\$595.00	\$15.90	\$2,703.00
31 CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	54	\$70.00	\$3,780.00	\$60.00	\$3,240.00	\$90.10	\$4,865.40
32 METAL BEAM GUARD RAILING	L.F.	124	\$130.00	\$16,120.00	\$115.00	\$14,260.00	\$79.50	\$9,858.00
33 INLET TYPE X	EACH	2	\$2,300.00	\$4,600.00	\$3,000.00	\$6,000.00	\$1,431.00	\$2,862.00
34 ROCK SLOPE PROTECTION, 1-TON CLASS	C.Y.	2,455	\$68.00	\$166,940.00	\$61.00	\$149,755.00	\$84.80	\$208,184.00
35 ROCK SLOPE PROTECTION, 1/4-TON CLASS	C.Y.	1,155	\$68.00	\$78,540.00	\$67.00	\$77,385.00	\$84.80	\$97,944.00
36 FILTER BLANKET, NO. 2 BACKING	C.Y.	730	\$70.00	\$51,100.00	\$62.00	\$45,260.00	\$84.80	\$61,904.00
37 ROCK SLOPE PROTECTION FABRIC	S.F.	29,400	\$0.50	\$14,700.00	\$0.32	\$9,408.00	\$0.32	\$9,408.00
38 DUST ABATEMENT	L.S.	1	\$35,000.00	\$35,000.00	\$54,400.00	\$54,400.00	\$31,800.00	\$31,800.00
39 HYDROSEEDING	ACRE	12.0	\$4,900.00	\$58,800.00	\$4,300.00	\$51,600.00	\$4,664.00	\$55,968.00
40 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$105,000.00	\$105,000.00	\$40,000.00	\$40,000.00	\$79,500.00	\$79,500.00
41 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$21,000.00	\$21,000.00	\$7,900.00	\$7,900.00	\$265.00	\$265.00
42 RELOCATE 33-INCH WATERLINE	L.S.	1	\$145,000.00	\$145,000.00	\$186,000.00	\$186,000.00	\$106,932.80	\$106,932.80
43 RELOCATE 27-INCH WATERLINE	L.S.	1	\$130,000.00	\$130,000.00	\$163,000.00	\$163,000.00	\$97,452.16	\$97,452.16
			\$6,548,356.00		\$6,712,326.00		\$6,771,869.65	

Project Name: ROMOLAND MDP LINE A STAGE 3

Project Number: 4-0-0310-03

Bid Open Date: 12/05/2013

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Item No. & Description	Unit	Quantity	ROAD BUILDERS, INC.		LOS ANGELES ENGINEERING		RIVERSIDE CONSTRUCTION COMPANY, INC.	
			Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$733,000.00	\$733,000.00	\$525,000.00	\$525,000.00	\$485,000.00	\$485,000.00
2 WATER CONTROL	L.S.	1	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00
3 TRAFFIC CONTROL	L.S.	1	\$158,000.00	\$158,000.00	\$84,000.00	\$84,000.00	\$150,000.00	\$150,000.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$65,000.00	\$65,000.00	\$111,750.00	\$111,750.00	\$375,000.00	\$375,000.00
5 EXTRA DIRECTED WORK	L.S.	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
6 CHANNEL EXCAVATION	C.Y.	207,048	\$4.40	\$911,011.20	\$2.73	\$565,241.04	\$6.00	\$1,242,288.00
7 STRUCTURE EXCAVATION	C.Y.	24,948	\$4.80	\$119,750.40	\$14.40	\$359,251.20	\$6.00	\$149,688.00
8 BACKFILL	C.Y.	7,830	\$5.30	\$41,499.00	\$6.00	\$46,980.00	\$25.00	\$195,750.00
9 STRUCTURE BACKFILL	C.Y.	1,768	\$11.00	\$19,448.00	\$63.00	\$111,384.00	\$5.00	\$8,840.00
10 FILTER MATERIAL	C.Y.	1,260	\$50.00	\$63,000.00	\$32.00	\$40,320.00	\$25.00	\$31,500.00
11 TRENCH SAFETY SYSTEM AND FALSEWORK	L.S.	1	\$126,000.00	\$126,000.00	\$122,000.00	\$122,000.00	\$50,000.00	\$50,000.00
12 CLASS "A" CONCRETE, REINFORCED CONCRETE BOX	C.Y.	4,170	\$540.00	\$2,251,800.00	\$735.00	\$3,064,950.00	\$570.00	\$2,376,900.00
13 CLASS "A" CONCRETE, TRANSITION STRUCTURE	C.Y.	155	\$500.00	\$77,500.00	\$625.00	\$96,875.00	\$800.00	\$124,000.00
14 CLASS "A" CONCRETE, WINGWALL	C.Y.	398	\$616.00	\$245,168.00	\$627.00	\$249,546.00	\$1,000.00	\$398,000.00
15 CLASS "A" CONCRETE, PARAPET WALL	C.Y.	94	\$560.00	\$52,640.00	\$629.00	\$59,126.00	\$500.00	\$47,000.00
16 CLASS "A" CONCRETE, PIER NOSE	C.Y.	11	\$750.00	\$8,250.00	\$2,000.00	\$22,000.00	\$1,500.00	\$16,500.00
17 CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	2	\$1,200.00	\$2,400.00	\$3,250.00	\$6,500.00	\$2,000.00	\$4,000.00
18 CLASS "A" CONCRETE, CHANNEL PAVING	C.Y.	870	\$220.00	\$191,400.00	\$285.00	\$247,950.00	\$325.00	\$282,750.00
19 CLASS "B" CONCRETE, 2' CUTOFF WALL	L.F.	825	\$25.00	\$20,625.00	\$16.00	\$13,200.00	\$20.00	\$16,500.00
20 CLASS "B" CONCRETE, 4' AND 5' CUTOFF WALL	C.Y.	75	\$412.00	\$30,900.00	\$418.00	\$31,350.00	\$450.00	\$33,750.00
21 CLASS "B" CONCRETE, CONCRETED ROCK	C.Y.	71	\$231.00	\$16,401.00	\$136.00	\$9,656.00	\$175.00	\$12,425.00
22 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	35	\$550.00	\$19,250.00	\$496.00	\$17,360.00	\$500.00	\$17,500.00
23 24" RCP	L.F.	36	\$142.00	\$5,112.00	\$75.00	\$2,700.00	\$115.00	\$4,140.00
24 AGGREGATE BASE, CLASS 2	C.Y.	3,000	\$56.00	\$168,000.00	\$55.00	\$165,000.00	\$55.00	\$165,000.00
25 HOT MIX ASPHALT (HMA)	TONS	300	\$150.00	\$45,000.00	\$130.00	\$39,000.00	\$100.00	\$30,000.00

Project Name: ROMOLAND MDP LINE A STAGE 3

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			ROAD BUILDERS, INC.		LOS ANGELES ENGINEERING		RIVERSIDE CONSTRUCTION COMPANY, INC.	
Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
26 6-FOOT CHAIN LINK FENCE	L.F.	18,920	\$18.00	\$340,560.00	\$12.50	\$236,500.00	\$12.00	\$227,040.00
27 3-FOOT CABLE RAILING	L.F.	180	\$40.00	\$7,200.00	\$25.00	\$4,500.00	\$25.00	\$4,500.00
28 14-FOOT DOUBLE DRIVE GATES	EACH	16	\$1,800.00	\$28,800.00	\$1,100.00	\$17,600.00	\$1,000.00	\$16,000.00
29 CHAIN LINK GATE	EACH	2	\$900.00	\$1,800.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
30 MISCELLANEOUS IRON AND STEEL	LBS.	170	\$65.00	\$11,050.00	\$5.00	\$850.00	\$3.00	\$510.00
31 CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	54	\$230.00	\$12,420.00	\$55.00	\$2,970.00	\$110.00	\$5,940.00
32 METAL BEAM GUARD RAILING	L.F.	124	\$205.00	\$25,420.00	\$110.00	\$13,640.00	\$100.00	\$12,400.00
33 INLET TYPE X	EACH	2	\$2,500.00	\$5,000.00	\$1,490.00	\$2,980.00	\$3,500.00	\$7,000.00
34 ROCK SLOPE PROTECTION, 1-TON CLASS	C.Y.	2,455	\$57.00	\$139,935.00	\$65.00	\$159,575.00	\$65.00	\$159,575.00
35 ROCK SLOPE PROTECTION, 1/4-TON CLASS	C.Y.	1,155	\$63.00	\$72,765.00	\$60.00	\$69,300.00	\$65.00	\$75,075.00
36 FILTER BLANKET, NO. 2 BACKING	C.Y.	730	\$66.00	\$48,180.00	\$58.00	\$42,340.00	\$65.00	\$47,450.00
37 ROCK SLOPE PROTECTION FABRIC	S.F.	29,400	\$0.40	\$11,760.00	\$0.40	\$11,760.00	\$0.50	\$14,700.00
38 DUST ABATEMENT	L.S.	1	\$74,000.00	\$74,000.00	\$14,000.00	\$14,000.00	\$25,000.00	\$25,000.00
39 HYDROSEEDING	ACRE	12.0	\$3,800.00	\$45,600.00	\$3,100.00	\$37,200.00	\$3,000.00	\$36,000.00
40 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$170,000.00	\$170,000.00	\$84,000.00	\$84,000.00	\$125,000.00	\$125,000.00
41 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$23,000.00	\$23,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
42 RELOCATE 33-INCH WATERLINE	L.S.	1	\$200,000.00	\$200,000.00	\$210,000.00	\$210,000.00	\$160,000.00	\$160,000.00
43 RELOCATE 27-INCH WATERLINE	L.S.	1	\$180,000.00	\$180,000.00	\$175,000.00	\$175,000.00	\$140,000.00	\$140,000.00
			\$6,875,644.60		\$7,179,854.24		\$7,390,721.00	

Project Name: ROMOLAND MDP LINE A STAGE 3

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			ENVIRONMENTAL CONSTRUCTION, INC.		LONEROCK, INC.		STEVE BUBALO CONSTRUCTION	
Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1 MOBILIZATION	L.S.	1	\$369,000.00	\$369,000.00	\$350,000.00	\$350,000.00	\$200,000.00	\$200,000.00
2 WATER CONTROL	L.S.	1	\$7,000.00	\$7,000.00	\$17,000.00	\$17,000.00	\$80,000.00	\$80,000.00
3 TRAFFIC CONTROL	L.S.	1	\$112,652.00	\$112,652.00	\$35,000.00	\$35,000.00	\$75,000.00	\$75,000.00
4 CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$98,700.00	\$98,700.00	\$10,000.00	\$10,000.00	\$100,000.00	\$100,000.00
5 EXTRA DIRECTED WORK	L.S.	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
6 CHANNEL EXCAVATION	C.Y.	207,048	\$4.50	\$931,716.00	\$6.00	\$1,242,288.00	\$4.50	\$931,716.00
7 STRUCTURE EXCAVATION	C.Y.	24,948	\$15.00	\$374,220.00	\$6.00	\$149,688.00	\$9.00	\$224,532.00
8 BACKFILL	C.Y.	7,830	\$20.00	\$156,600.00	\$2.00	\$15,660.00	\$27.00	\$211,410.00
9 STRUCTURE BACKFILL	C.Y.	1,768	\$40.00	\$70,720.00	\$2.50	\$4,420.00	\$55.00	\$97,240.00
10 FILTER MATERIAL	C.Y.	1,260	\$51.00	\$64,260.00	\$35.00	\$44,100.00	\$70.00	\$88,200.00
11 TRENCH SAFETY SYSTEM AND FALSEWORK	L.S.	1	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$300,000.00	\$300,000.00
12 CLASS "A" CONCRETE, REINFORCED CONCRETE BOX	C.Y.	4,170	\$780.00	\$3,252,600.00	\$700.00	\$2,919,000.00	\$950.00	\$3,961,500.00
13 CLASS "A" CONCRETE, TRANSITION STRUCTURE	C.Y.	155	\$600.00	\$93,000.00	\$700.00	\$108,500.00	\$650.00	\$100,750.00
14 CLASS "A" CONCRETE, WINGWALL	C.Y.	398	\$700.00	\$278,600.00	\$700.00	\$278,600.00	\$750.00	\$298,500.00
15 CLASS "A" CONCRETE, PARAPET WALL	C.Y.	94	\$1,000.00	\$94,000.00	\$700.00	\$65,800.00	\$750.00	\$70,500.00
16 CLASS "A" CONCRETE, PIER NOSE	C.Y.	11	\$825.00	\$9,075.00	\$700.00	\$7,700.00	\$1,000.00	\$11,000.00
17 CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	2	\$2,500.00	\$5,000.00	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00
18 CLASS "A" CONCRETE, CHANNEL PAVING	C.Y.	870	\$281.00	\$244,470.00	\$600.00	\$522,000.00	\$280.00	\$243,600.00
19 CLASS "B" CONCRETE, 2' CUTOFF WALL	L.F.	825	\$17.00	\$14,025.00	\$600.00	\$495,000.00	\$16.00	\$13,200.00
20 CLASS "B" CONCRETE, 4' AND 5' CUTOFF WALL	C.Y.	75	\$350.00	\$26,250.00	\$600.00	\$45,000.00	\$500.00	\$37,500.00
21 CLASS "B" CONCRETE, CONCRETED ROCK	C.Y.	71	\$220.00	\$15,620.00	\$500.00	\$35,500.00	\$300.00	\$21,300.00
22 CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	35	\$250.00	\$8,750.00	\$500.00	\$17,500.00	\$500.00	\$17,500.00
23 24" RCP	L.F.	36	\$100.00	\$3,600.00	\$200.00	\$7,200.00	\$300.00	\$10,800.00
24 AGGREGATE BASE, CLASS 2	C.Y.	3,000	\$45.00	\$135,000.00	\$35.00	\$105,000.00	\$44.00	\$132,000.00
25 HOT MIX ASPHALT (HMA)	TONS	300	\$180.00	\$54,000.00	\$139.00	\$41,700.00	\$150.00	\$45,000.00

Project Name: ROMOLAND MDP LINE A STAGE 3

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ENVIRONMENTAL CONSTRUCTION, INC.			LONEROCK, INC.		STEVE BUBALO CONSTRUCTION	
Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid
26 6-FOOT CHAIN LINK FENCE	L.F.	18,920	\$13.00	\$245,960.00	\$12.00	\$227,040.00
27 3-FOOT CABLE RAILING	L.F.	180	\$39.00	\$7,020.00	\$36.00	\$6,480.00
28 14-FOOT DOUBLE DRIVE GATES	EACH	16	\$1,440.00	\$23,040.00	\$1,500.00	\$24,000.00
29 CHAIN LINK GATE	EACH	2	\$3,280.00	\$6,560.00	\$3,000.00	\$6,000.00
30 MISCELLANEOUS IRON AND STEEL	LBS.	170	\$20.00	\$3,400.00	\$10.00	\$1,700.00
31 CORRUGATED METAL PIPE, t=0.0747 INCHES	L.F.	54	\$85.00	\$4,590.00	\$200.00	\$10,800.00
32 METAL BEAM GUARD RAILING	L.F.	124	\$124.30	\$15,413.20	\$115.00	\$14,260.00
33 INLET TYPE X	EACH	2	\$1,000.00	\$2,000.00	\$7,500.00	\$15,000.00
34 ROCK SLOPE PROTECTION, 1-TON CLASS	C.Y.	2,455	\$64.00	\$157,120.00	\$65.00	\$159,575.00
35 ROCK SLOPE PROTECTION, 1/4-TON CLASS	C.Y.	1,155	\$64.00	\$73,920.00	\$65.00	\$75,075.00
36 FILTER BLANKET, NO. 2 BACKING	C.Y.	730	\$75.00	\$54,750.00	\$65.00	\$47,450.00
37 ROCK SLOPE PROTECTION FABRIC	S.F.	29,400	\$0.40	\$11,760.00	\$0.50	\$14,700.00
38 DUST ABATEMENT	L.S.	1	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
39 HYDROSEEDING	ACRE	12.0	\$4,620.00	\$55,440.00	\$3,000.00	\$36,000.00
40 STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
41 NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
42 RELOCATE 33-INCH WATERLINE	L.S.	1	\$183,000.00	\$183,000.00	\$155,000.00	\$155,000.00
43 RELOCATE 27-INCH WATERLINE	L.S.	1	\$153,000.00	\$153,000.00	\$130,000.00	\$130,000.00
				\$7,585,831.20	\$7,587,236.00	
					\$8,533,318.00	

WARREN D. WILLIAMS  
General Manager-Chief Engineer



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# RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

November 21, 2013

## ADDENDUM NO. 1 TO ROMOLAND MDP LINE A, STAGE 3 RIVERSIDE COUNTY, CALIFORNIA

**Bid Opening Date: Thursday, December 5, 2013 at 2:00 p.m.**

### PROPOSAL

**REPLACE PROPOSAL** in its entirety (Pages VIII, VIIIA, and VIIIB) to accommodate:

- Revision of Quantity, Item No. 10 Filter Material;
- Revision of Quantity, Item No. 14 Class "A" Concrete, Wingwall;
- Revision of Quantity, Item No. 15 Class "A" Concrete, Parapet Wall;
- Revision of Quantity, Item No. 20 Class "B" Concrete, 4' and 5' Cutoff Wall;
- Addition of new Item No. 36 Filter Blanket, No. 2 Backing;
- Renumber Item No. 36 Rock Slope Protection Fabric through Item No. 42 Relocate 27-Inch Waterline; and
- The addition of the signature line on the bottom of Page VIIIB for acknowledgement of the addendum.

### EXHIBIT A

**REPLACE Exhibit A**, Pages XIX, XIXa, and XIXb in its entirety to reflect changes made to the Proposal.

### SPECIAL PROVISIONS

**REPLACE 6.11 Surplus Excavated Material** in its entirety.

### DETAILED SPECIFICATIONS

**ADD "with native material"** at the end of the last sentence of 14.7 Backfill.

**ADD "and dewatering"** at the end of the third paragraph of 30.2 Relocate 33-Inch and 27-Inch Waterlines.

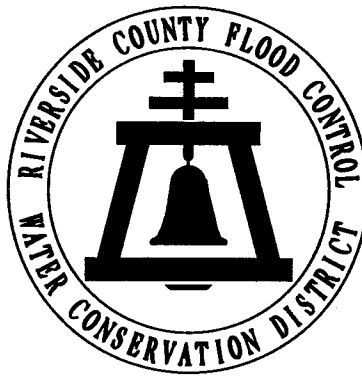
### DRAWINGS

**REPLACE Drawing No. 4-856**, Sheet Nos. 20 and 21.

\*\*\*\*\*

**NOTE:** Bidders are required to acknowledge receipt of all addenda at the bottom of **Sheet VIIIB** of the PROPOSAL. Failure to acknowledge all addenda on the bid form may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid.

*Steve Thomas*  
\_\_\_\_\_  
FOR WARREN D. WILLIAMS  
General Manager-Chief Engineer



SPECIFICATIONS and CONTRACT DOCUMENTS  
for the CONSTRUCTION of  
ROMOLAND MDP  
LINE A  
STAGE 3

PROJECT NO. 4-O-00310

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

Recommended By:

Design Engineer

22-Oct-2013

Date



Approved By:

General Manager-Chief Engineer Date



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## NOTICE TO CONTRACTORS

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

**Romoland MDP Line A, Stage 3**

**Project No. 4-0-00310-03**

**located in the cities of Perris and Menifee**

**Riverside County, California**

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

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

Proposals must be in accordance with the instructions and filed with District by **2:00 p.m. on Thursday, December 5, 2013** 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



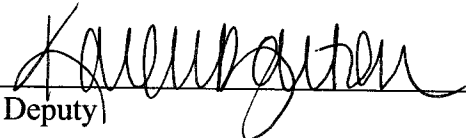
Director of Industrial Relations of the State of California for the area where the work is to be done. The said determinations are on file in the principal office of the District, and will be made available to any interested person upon request.

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: November 5, 2013

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.

IRAN CONTRACTING ACT: In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a District contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options on Page XV. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

## 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):** Mamco, Inc. dba Alabbasi

Elizabeth AlAbbasi- President

Marwan AlAbbasi- Secretary

Rumzi AlAbbasi- Vice President

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

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

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

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

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

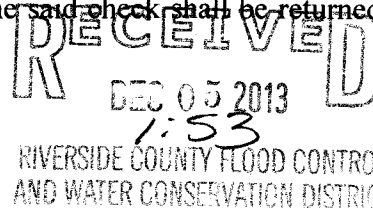
(f) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates, and that the unit prices will apply to the actual quantities whatever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

Accompanying this proposal is a certified or cashier's check or bid bond payable to the order of the Riverside County Flood Control and Water Conservation District, Riverside, California, in the sum of

10% Amount Bid

Dollars (\$ 10% Amt. Bid )

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.



# PROPOSAL

For the Construction of **Romoland MDP Line A, Stage 3**, located in the cities of Perris and Menifee, Riverside County, consisting of the following estimated quantities:

SECT. NO.	ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
10	1.	Mobilization	L.S.	---	---	265,000-
11	2.	Water Control	L.S.	---	---	6,000-
12	3.	Traffic Control	L.S.	---	---	78,000-
13	4.	Clearing and Miscellaneous Work	L.S.	---	---	102,654.40
13	5.	Extra Directed Work	L.S.	---	\$100,000.00	100,000.00
14	6.	Channel Excavation	C.Y.	207,048	4.40	913,830.40
14	7.	Structure Excavation	C.Y.	24,948	5.30	132,224.40
14	8.	Backfill	C.Y.	7,830	6-	46,980-
14	9.	Structure Backfill	C.Y.	1,768	6.10	10,784.80
14	10.	Filter Material	C.Y.	1,260	36-	45,360-
15	11.	Trench Safety System and Falsework	L.S.	---	---	105,000-
16	12.	Class "A" Concrete, Reinforced Concrete Box	C.Y.	4,170	487-	2,030,740-
16	13.	Class "A" Concrete, Transition Structure	C.Y.	155	445-	68,975-
16	14.	Class "A" Concrete, Wingwall	C.Y.	398	565-	224,870-
16	15.	Class "A" Concrete, Parapet Wall	C.Y.	94	505-	47,470-
16	16.	Class "A" Concrete, Pier Nose	C.Y.	11	640-	7,040-
16	17.	Class "A" Concrete, Minor Structures	C.Y.	2	1,000-	2,000-
16	18.	Class "A" Concrete, Channel Paving	C.Y.	870	195-	169,650-
16	19.	Class "B" Concrete, 2' Cutoff Wall	L.F.	825	17-	14,025-

PROPOSAL contd.

SECT. NO.	ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
16	20.	Class "B" Concrete, 4' and 5' Cutoff Wall	C.Y.	75	290-	21,750-
16	21.	Class "B" Concrete, Concreted Rock	C.Y.	71	170-	12,070-
16	22.	Class "B" Concrete, Miscellaneous	C.Y.	35	440-	15,400-
17	23.	24" RCP	L.F.	36	98-	3,528-
19	24.	Aggregate Base, Class 2	C.Y.	3,000	41-	123,000-
19	25.	Hot Mix Asphalt (HMA)	TONS	300	165-	49,500-
20	26.	6-Foot Chain Link Fence	L.F.	18,920	14-	264,880-
20	27.	3-Foot Cable Railing	L.F.	180	26-	4,680-
20	28.	14-Foot Double Drive Gates	EACH	16	1,120-	17,920-
20	29.	Chain Link Gate	EACH	2	1,500-	3,000-
21	30.	Miscellaneous Iron and Steel	LBS.	170	2.30	391-
21	31.	Corrugated Metal Pipe, t=0.0747 Inches	L.F.	54	140-	7,560-
21	32.	Metal Beam Guard Railing	L.F.	124	100-	12,400-
21	33.	Inlet Type X	EACH	2	2,000-	2,000-
26	34.	Rock Slope Protection, 1-Ton Class	C.Y.	2,455	57-	139,935-
26	35.	Rock Slope Protection, 1/4-Ton Class	C.Y.	1,155	54-	62,370-
26	36.	Filter Blanket, No. 2 Backing	C.Y.	730	41-	29,930-
26	37.	Rock Slope Protection Fabric	S.F.	29,400	0.15	4,410-
27	38.	Dust Abatement	L.S.	---	---	5,500-
28	39.	Hydroseeding	ACRE	12	4,260	51,120-

PROPOSAL contd.

SECT. NO.	ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
29	40.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	---	36,000-
29	41.	Non-Stormwater Discharge or Dewatering	L.S.	---	---	1-
30	42.	Relocate 33-Inch Waterline	L.S.	---	---	160,000 -
30	43.	Relocate 27-Inch Waterline	L.S.	---	---	120,000 -
TOTAL					5,549,999-	

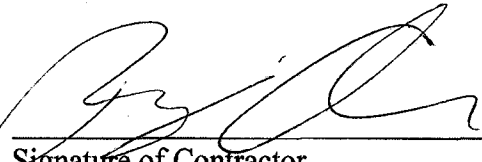
Mamco, Inc. dba AlAbbasi  
Name of Company

16810 Van Bure Blvd. Suite 200  
Address

Riverside, CA 92504  
City, State, Zip

951-776-9300      951-776-0404  
Telephone Number      Fax Number

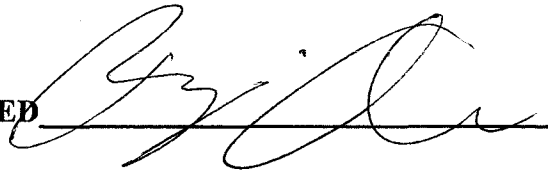
Rumzi@alabbasi.biz  
Email

  
Signature of Contractor

72-1535984  
S.S.N. or E.I.N.

883649  
Contractor's License No. and Classification

ADDENDUM NO. 1 ACKNOWLEDGED





## LIST OF SUBCONTRACTORS

Contractor Mamco, Inc. dba Alabbasi

Romoland MDP Line A, Stage 3  
4-0-00310-03

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

Item No. (s) 25

Name of Subcontractor HARDY & HARPER

Address/City/Phone 1312 E. WARNER AVE., SANTA CA 92705 (714) 444-1851

License No. 215952

Item No. (s) 38

Name of Subcontractor MARINA

Address/City/Phone 1900 S. LEWIS ST., ANAHEIM, CA 92805 (714) 939-6600

License No. 492862

Item No. (s) PORTIONS OF ITEMS 4 & 6

Name of Subcontractor ROAD BUILDERS INC.

Address/City/Phone 241 W. 35<sup>TH</sup> ST., SUITE C, NATIONAL CITY, CA 91950 (308) 214-1302

License No. 758507

Item No. (s) 26-29

Name of Subcontractor ALLORN FENCE COMPANY

Address/City/Phone 6445 OLD PEDLEY RD., RIVERSIDE, CA 92519 (951) 685-5871

License No. 122954

Item No. (s) 12-15, 16, 18-20

Name of Subcontractor INTEGRITY REBAR PLACERS

Address/City/Phone 1345 NANOINA AVE., PERRIS, CA 92571 (951) 696-6843

License No. 533729

## 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 7 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 5 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

Please see attached select references.

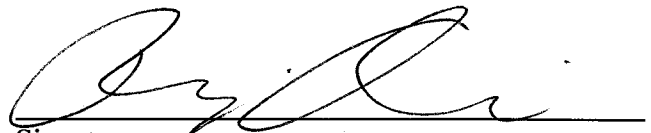
STATEMENT OF LICENSURE

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. 883649; 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: 12/05/2013

  
Signature

Rumzi Alabbasi - Vice President  
Title

STATE OF CALIFORNIA ) §  
COUNTY OF RIVERSIDE )

On this the 5th day of December, 20 13, before me

the undersigned Notary Public, personally appeared

Rumzi Alabbasi

☐ 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.

Notary's Signature

*See attached  
Acknowledgment*

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

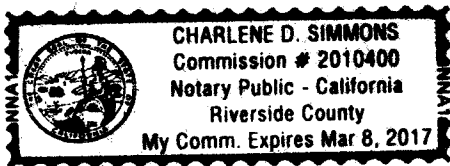
CIVIL CODE § 1189

State of California

County of Riverside

On December 5, 2013 before me, Charlene D. Simmons "Notary Public",  
Date Here Insert Name and Title of the Officer

personally appeared Rumzi Alabbasi  
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: [Signature]

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: Statement of Licensure

Document Date: December 5, 2013

Number of Pages: 1

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

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

Signer's Name: Rumzi Alabbasi

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: \_\_\_\_\_

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 )

\_\_\_\_\_  
Rumzi Alabbasi, being first duly sworn, deposes and says:

That he or she is Vice President

of Mamco, Inc. dba Alabbasi

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 5th day of December, 2013.

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

*See attached  
Surat*

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

Signature of Document Signer No. 1 \_\_\_\_\_ Signature of Document Signer No. 2 (if any) \_\_\_\_\_

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me

on this 5 day of December, 2013,  
Date Month Year

by

(1) Rumzi Alabbasi,  
Name of Signer

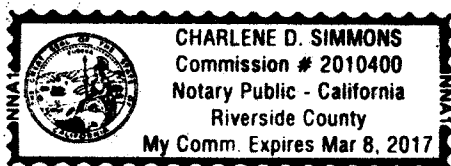
proved to me on the basis of satisfactory evidence  
to be the person who appeared before me (.) (.)

(and)

(2) \_\_\_\_\_,  
Name of Signer

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

Signature [Signature]  
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.*

### Further Description of Any Attached Document

Title or Type of Document: Affidavit For Corporate

Contractor

Document Date: December, 5 2013 Number of Pages: 1

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

RIGHT THUMBPRINT  
OF SIGNER #1  
Top of thumb here



RIGHT THUMBPRINT  
OF SIGNER #2  
Top of thumb here



## IRAN CONTRACTING ACT

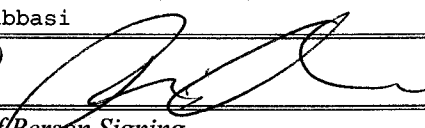
In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a District contract for goods or services of \$1,000,000 or more, a Contractor must either:

- c) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- d) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code Section 2205.)

### **Option #1 – Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i> Mamco, Inc. dba Alabbasi		<i>Federal ID Number (or n/a)</i> 72-1535984
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Rumzi AlAbbasi- Vice President		
<i>Date Executed</i> December 5, 2013	<i>Executed in</i> Riverside, CA	

### **Option #2 – Exemption**

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

BID BOND

Recitals:

1. Mamco, Inc. dba Alabbasi (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 **Romoland MDP Line A, Stage 3** in accordance with a Notice to Contractors dated November 5, 2013.

2. Fidelity and Deposit Company of Maryland a Maryland 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: December 2, 2013

Fidelity and Deposit Company of Maryland

By

Rhonda C. Abel

(Printed Name)

Title Attorney-in-Fact

(Surety)

Mamco, Inc. dba/Alabbasi

By

Rumzi Alabbasi

(Printed Name)

Title Vice 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

CIVIL CODE § 1189

State of California

County of Riverside

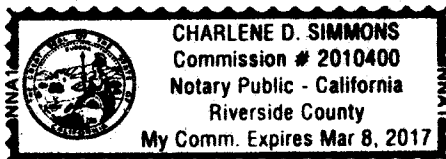
On December 5, 2013 before me, Charlene D. Simmons "Notary Public"

Date

Here Insert Name and Title of the Officer

personally appeared Rumzi Alabbasi

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: [Signature]

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: December 2, 2013

Number of Pages: 1

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

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

Signer's Name: Rumzi Alabbasi

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: \_\_\_\_\_

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On DEC 02 2013

Date

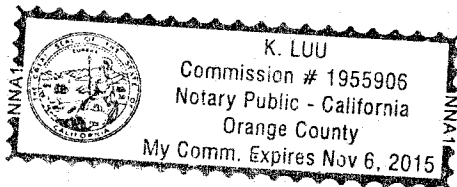
before me, K. Luu, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Rhonda C. Abel

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.

Place Notary Seal Above

Signature

Signature of Notary Public

### 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: \_\_\_\_\_

☐ Individual

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

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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

☐ Individual

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

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James A. SCHALLER, Mike PARIZINO, Rachele RHEAULT, Rhonda C. ABEL, Kim LUU, Jeri APODACA and Heather SALTARELLI, all of Newport Beach, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of July, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
Assistant Secretary  
Eric D. Barnes

*Thomas O. McClellan*  
Vice President  
Thomas O. McClellan

State of Maryland  
City of Baltimore

On this 9th day of July, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

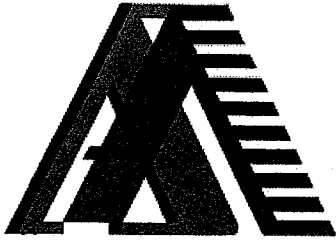
RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this \_\_\_\_ day of **DEC 02 2013**, 20\_\_\_\_.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President



# alabbasi

## CONSTRUCTION AND ENGINEERING

Lic. No. 883649

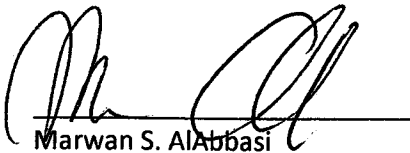
### Mamco, Inc. dba Alabbasi Corporate Resolution to Execute Contracts

At a meeting of the corporation today, after considerable discussion, the following resolution was moved, seconded, and unanimously adopted;

Resolved that any of the following persons, Marwan Alabbasi, Elizabeth Alabbasi, or Rumzi M. Alabbasi be; and they hereby are, authorized without further authorization of the board of directors to enter into and execute on behalf of the corporation any and all contracts to do corporate business for Mamco, Inc.

In witness whereof, I have hereunto set my hand as such secretary and affixed the corporate seal of said corporation this 1st day of October, 2012.

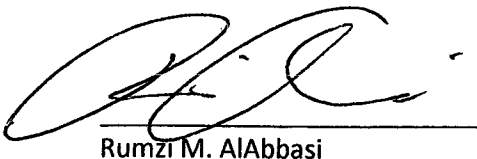
#### AUTHORIZED SIGNATURES



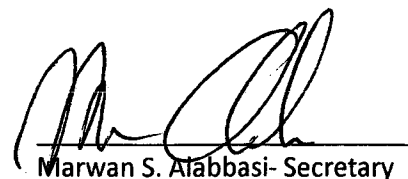
Marwan S. Alabbasi



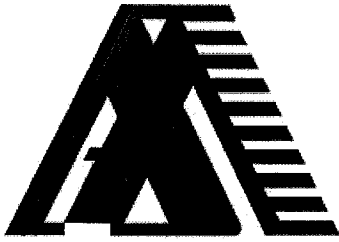
Elizabeth Alabbasi



Rumzi M. Alabbasi



Marwan S. Alabbasi- Secretary



# **aLabbas**

## **CONSTRUCTION AND ENGINEERING**

Lic. No. 883649

### **Select References**

<b>Project:</b>	West Garden Grove Supplemental Transmission Main
<b>Scope:</b>	Construction of 24,000 LF of 16" PVC, 1,215 LF of 16" DIP, 2,500 LF of 10" PVC, 2,000 LF of 8" PVC and 1,000 LF of 6" PVC Potable Water Mains and approx.. 50 appurtenances. Construction of Electric Control Valve, and Connection to Reservoir and Pump Station and all electrical wiring. Construction 4,000 LF of 15"-24" VCP Sewer Trunkline (R&R) and bypassing of 4,100 GPM flow. 3 Separate jacking and boring operation totaling 300 LF under UPRR ROW and a Flood Channel. Night work within HWY 38. Mainline ran along Euclid, HWY 38, and Chapman Avenue requiring extensive traffic control.
<b>Location:</b>	Chapman Avenue, City of Garden Grove
<b>Owner:</b>	City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840
<b>Contact:</b>	Sam Kim (714) 719-1025
<b>Project Engineer:</b>	Sam Kim (714) 719-1025
<b>Project value:</b>	\$6,350,000
<b>Start Date:</b>	October 2012
<b>End Date:</b>	July 2013
<hr/>	
<b>Project:</b>	Guava Street and Storm Drain Improvements Project
<b>Scope:</b>	Construction of 1,100 LF of triple 12'x7' Reinforced Concrete Box, Wing Walls, Warped Wing Walls, Roadway Excavation of 80,000 CY, Import of 35,000 CY, Relocation of 100 LF of 18" VCP Sewer and Manholes, Relocation of approx. 400 LF of 42"-48" CMLC Watermains.
<b>Location:</b>	Guava Street and Jefferson Avenue, Murrieta
<b>Owner:</b>	City of Murrieta 1 Town Square Murrieta, CA 92562
<b>Contact:</b>	Jeff Hitch (951) 461-6076
<b>Project Engineer:</b>	Jeff Hitch (951) 461-6076
<b>Project value:</b>	\$4,000,000
<b>Start Date:</b>	January 2013
<b>End Date:</b>	June 2013
<hr/>	
<b>Project:</b>	Beaumont Pedestrian Bridge and Waterline Reconnections
<b>Scope:</b>	Construction of 2- 36" x 35' piers and bridge abutments (bridge placed under separate contract), construct of 300 LF of 24" reclaimed waterline and 300 LF of



16" waterline and hanging under bridge structure, construction of 100 LF of double 18"x42" reinforced concrete box, grading of 10,000 LF of trails, construction of retaining walls, construction of 25,000 SF of AC sidewalks and appurtenant work.

**Location:** Beaumont Avenue and Brookside ave, Beaumont

**Owner:** City of Beaumont  
550 East 6<sup>th</sup> Street  
Beaumont, CA 92223

**Contact:** Ponce Yambot- (951) 769-6999

**Project Engineer:** Ponce Yambot- (951) 769-6999

**Project value:** \$520,000

**Start Date:** December 2012

**End Date:** March 2013

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**Project:** Mecca Roundabout and Street Improvement Project

**Scope:** Construction of Roundabout, Sidewalks, Curbs, Roadway Excavation and Stabilization, decorative concrete

**Location:** 4<sup>th</sup> Street and Hammond Road Mecca, CA

**Owner:** County of Riverside, Dept. of Transportation  
2950 Washington Street  
Riverside, CA 92504

**Contact:** Alec Yzaugirre (951) 961-6703

**Project Engineer:** Alec Yzaugirre (951) 961-6703

**Project value:** \$1,850,000

**Start Date:** August 2012

**End Date:** December 2012

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**Project:** Railroad Canyon Road Widening Project

**Scope:** Widening of 1.6 Miles of Roadway from 4 lanes to 6 lanes, 6 new signalized intersections, complete reconstruction of all improvements including sidewalks, curbs, medians, etc... median and parkway improvements, utility relocations and all appurtenant work

**Location:** Railroad Canyon Road- City of Canyon Lake

**Owner:** City of Canyon Lake  
101 N. D Street  
Perris, CA 92570

**Contact:** Habib Motlagh- City Engineer- 951-943-6504

**Project Engineer:** Habib Motlagh- City Engineer- 951-943-6504

**Project value:** \$6,150,000

**Start Date:** January 2012

**End Date:** January 2013

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**Project:** Briggs Road and Baxter Road Street Improvements

**Scope:** Construction of new roadways and utilities in 60 calendar day window. 165,000 CY of earth work, 3,300 LF of 18" PVC Water, 1,800 LF of 18" VCP trunk line at 20'+ depths, rock excavation, installation of 3,500 LF of 18"-60" RCP Storm Drainage System, 18,000 CY of Base, utility relocations and appurtenant work.

**Location:** Briggs Road and Baxter- Road Murrieta, CA

**Owner:** County of Riverside, Dept. of Transportation  
2950 Washington Street

<b>Contact:</b>	Riverside, CA 92504
<b>Project Engineer:</b>	William E. Jackson- Resident Engineer- (951) 955-6885
<b>Project value:</b>	William E. Jackson- Resident Engineer- (951) 955-6885
<b>Start Date:</b>	\$3,500,000
<b>End Date:</b>	June 2012
<hr/>	
<b>Project:</b>	Hamner Avenue Trunk Sewer
<b>Scope:</b>	Construction of 2,000 LF of 12" VCP Trunk Line and Sluice Gates at Depths of 20-26'.
<b>Location:</b>	Hamner Avenue, Eastvale
<b>Owner:</b>	Jurupa Community Services District 11201 Harrel Street Jurupa Valley, CA 91752
<b>Contact:</b>	Brad Sackett, Webb Associates- 951.248.4209
<b>Project Engineer:</b>	Brad Sackett, Webb Associates- 951.248.4209
<b>Project value:</b>	\$506,000
<b>Start Date:</b>	May 2012
<b>End Date:</b>	September 2012
<hr/>	
<b>Project:</b>	SR 91 HOV Sewer Relocation
<b>Scope:</b>	Construction of 2,000 LF of 12, 15 and 18" VCP, boring under SR 91 and 30' depths, extensive bypassing, manholes, and abandonment of existing facilities
<b>Location:</b>	14 <sup>th</sup> street and Vine Street, Riverside, CA
<b>Owner:</b>	City of Riverside 3900 Main Street Riverside, CA 92522
<b>Contact:</b>	Michael Wolff (951) 826-5341
<b>Project Engineer:</b>	Michael Wolff (951) 826-5341
<b>Project value:</b>	\$950,000
<b>Start Date:</b>	February 2012
<b>End Date:</b>	May 2012
<hr/>	
<b>Project:</b>	Rancho California Road Roundabout
<b>Scope:</b>	Construction of new Roundabout, truck apron, retention basin, 2,500 LF of HDPE Storm Drain, 500 LF of 3x4 RCB, 200 LF of 24" steel casing sleeve, and utility relocations (24 hour construction).
<b>Location:</b>	Rancho California Road and Anza Road
<b>Owner:</b>	County of Riverside, Dept. of Transportation 2950 Washington Street Riverside, CA 92504
<b>Contact:</b>	Cesar Tolentino- (951) 955-1520
<b>Project Engineer:</b>	Cesar Tolentino- (951) 955-1520
<b>Project value:</b>	\$1,900,000
<b>Start Date:</b>	January 2012
<b>End Date:</b>	May 2012
<hr/>	
<b>Project:</b>	Main Street and Michigan Avenue Street Improvements
<b>Scope:</b>	Construction of 1,000 LF of 24" RCP Storm Drain, Widening of Main Street and Michigan Avenue, and Construction of new median.
<b>Location:</b>	Main Street and Michigan Avenue, Grand Terrace, CA

**Owner:** County of Riverside, Dept. of Transportation  
2950 Washington Street  
Riverside, CA 92504

**Contact:** Justin Robbins (951) 237-4280

**Project Engineer:** Justin Robbins (951) 237-4280

**Project value:** \$2,000,000

**Start Date:** January 2012

**End Date:** June 2012

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**Project:** Jurupa Hills Safe Route to School Improvements

**Scope:** Installation of 1,000 LF of 36" RCP Storm drain, construction of 10,000 LF of curb and gutter and sidewalks, roadway reconstruction of 4 streets and all appurtenant work.

**Location:** Various streets near Citrus Avenue and Santa Ana

**Owner:** City of Fontana

8353 Sierra Ave.

Fontana, CA 92335

**Contact:** Noel Castillo-Senior Engineer- (909) 350-7632

**Project Engineer:** Noel Castillo- (909) 350-7632

**Project value:** \$2,000,000

**Start Date:** October 2011

**End Date:** May 2012

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**Project:** Jane Street Railroad Crossing

**Scope:** Abandonment of Railroad Crossing and construction of 2 Cul-de-sacs. Project required railroad permitting.

**Location:** Jane street and Indiana Avenue

**Owner:** City of Riverside

3900 Main Street

Riverside, CA 92522city of riverside

**Contact:** Jack Lynn- (951) 712-2321

**Project Engineer:** Jack Lynn- (951) 712-2321

**Project value:** \$350,000

**Start Date:** December 2011

**End Date:** February 2012

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**Project:** Beaumont Sidewalk Phase III

**Scope:** Construction of 200' long pedestrian bridge, abutments, and piers.

**Location:** Beaumont Avenue and Brookside

**Owner:** City of Beaumont

550 East 6<sup>th</sup> Street

Beaumont, CA 92223

**Contact:** Rob Owen- Project Manager- Urban Logic Corporation- (951) 769-6999

**Project Engineer:** Ponce Yambot- (951) 769-6999

**Project value:** \$450,000

**Start Date:** March 2011

**End Date:** January 2012

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**Project:** Via Blairo Sewer Main

<b>Scope:</b>	Construction of 1,000 LF of 8" Sewer Main, Relocation of Existing Force Main, Construction of Manholes, Construction 20" Steel Casing and open-cut Installation at depths of 20-25 within a 20' opening between 2 houses.
<b>Location:</b>	Via Blairo and Hidden Valley PKWY, Corona, CA
<b>Owner:</b>	City of Corona 400 S. Vicentia Avenue Corona, CA 92882
<b>Contact:</b>	Linda Bazmi- (951) 739-4960
<b>Project Engineer:</b>	Linda Bazmi- (951) 739-4960
<b>Project value:</b>	\$450,000
<b>Start Date:</b>	December 2011
<b>End Date:</b>	February 2012
<b>Project:</b>	Ohio Street and Oriente Drive Pipeline Replacement Project
<b>Scope:</b>	Construction of 6,000 LF of 16" DIP Restrained Joint Pipe, Cathodic Welding, Abandonments, Appurtenant Items, and Trench Repair
<b>Location:</b>	Ohio St. and Oriente Dr., Yorba Linda, CA
<b>Owner:</b>	Yorba Linda Water District 1717 E. Miraloma Avenue Placentia, CA 92870
<b>Contact:</b>	Joe Polimino-(714) 701- 3000
<b>Project Engineer:</b>	Joe Polimino-(714) 701- 3000
<b>Project value:</b>	\$1,400,000
<b>Start Date:</b>	May 2011
<b>End Date:</b>	January 2012
<b>Project:</b>	Kline Drive Improvements
<b>Scope:</b>	Construction of new roadway and installation of 1,500 LF of 24" RCP
<b>Location:</b>	Kline Drive, Newport Beach, CA
<b>Owner:</b>	Orange County Public Works 1152 E. Fruit Street Santa Ana, CA 92701
<b>Contact:</b>	Jeaniene Casiello- (714) 448-9531
<b>Project Engineer:</b>	Jeaniene Casiello- (714) 448-9531
<b>Project value:</b>	\$450,000
<b>Start Date:</b>	September 2011
<b>End Date:</b>	January 2012
<b>Project:</b>	Well No. 14 Emergency Connection to Temescal Desalter Influent Pipeline
<b>Scope:</b>	Installation of 1,250 LF of 16" DIP Potable Water Main, Cut-In Connections to existing Mains, and Cathodic protection.
<b>Location:</b>	10 <sup>th</sup> St. and Lincoln Ave., Corona, CA.
<b>Owner:</b>	City of Corona 400 S. Vicentia Ave. Corona, CA 92882
<b>Contact:</b>	Clint Herrera (951) 736-2266
<b>Project Engineer:</b>	Clint Herrera (951) 736-2266
<b>Project value:</b>	\$400,000
<b>Start Date:</b>	September 2011
<b>End Date:</b>	September 2011

**Project:** 2011 Perris Citywide Sewer Upgrades  
**Scope:** Removal of 7,000 LF existing 8" VCP sewer line and replacement with new 8" SDR, temporary bypassing, reconnection of all service laterals, and surface restoration.  
**Location:** Various Locations  
**Owner:** City of Perris  
101 N. D Street  
Perris, CA 92570  
**Contact:** Wero Cervantes- Inspector- Tri Lake Consultants (951) 453-4774  
**Project Engineer:** Joe Van Sickle- Tri Lake Consultants (951) 378-6147  
**Project value:** \$650,000  
**Start Date:** July 2011  
**End Date:** November 2011

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**Project:** Ramona Blvd. Emergency Waterline Replacement  
**Scope:** Installation of high-line temporary waterline, removal and replacement of 500 LF of 10" PVC, connections, pavement repairs and appurtenant work.  
**Location:** Ramona Blvd. and Main Street, San Jacinto, CA  
**Owner:** City of San Jacinto  
595 S. San Jacinto Ave.  
San Jacinto, CA 92583  
**Contact:** Chuck Peebles- Inspector- Tri Lake Consultants (951) 634-2162  
**Project Engineer:** Joe Van Sickle- Tri Lake Consultants (951) 378-6147  
**Project value:** \$95,000  
**Start Date:** July 2011  
**End Date:** August 2011

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**Project:** Hemet Missing Link Sidewalk and ADA Improvement Project  
**Scope:** Widening of approx. 3,000 LF of roadway, construction of curbs/ curbs and gutters, sidewalks, curb ramps, and appurtenant work.  
**Location:** Soboba and Lake Street, Hemet, CA  
**Owner:** City of Hemet  
445 E. Florida Ave.  
Hemet, CA 92543  
**Contact:** Victor Monz- City Engineer- (951) 765-3847  
**Project Engineer:** Victor Monz- City Engineer- (951) 765-3847  
**Project value:** \$520,000  
**Start Date:** May 2011  
**End Date:** August 2011

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**Project:** Lemon Street Trail Improvements  
**Scope:** Narrowing of approx. 3,500 LF of existing roadway, construction of curbs/ curbs and gutters, ramps, driveways, decomposed granite trail and appurtenant work.  
**Location:** Lemon Street and Santiago Blvd. Villa Park, CA  
**Owner:** City of Villa Park  
17855 Santiago Blvd.  
Villa Park, CA 92861  
**Contact:** Bill Tarin- Inspector- (909) 263-6988  
**Project Engineer:** WM Joe O'Neil- City Engineer- (714) 998-1500  
**Project value:** \$375,000

**Start Date:** May 2011  
**End Date:** August 2011

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**Project:** Fontana City Hall Parking Project  
**Scope:** Removal of 5,000 CY of concrete and asphalt, installation of 500 LF of 24" RCP, construction of all site utilities, construction of curbs/ curbs and gutters, sidewalks, curb ramps, driveways, fencing, landscaping, AC Paving, and all appurtenant work.

**Location:** Sierra Ave. and Upland Ave, Fontana, CA

**Owner:** City of Fontana  
8353 Sierra Ave.  
Fontana, CA 92335

**Contact:** Grace Martinez- Project Manager- (909) 350-6522

**Project Engineer:** Noel Castillo- (909) 350-7632

**Project value:** \$2,500,000

**Start Date:** February 211

**End Date:** August 2011

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**Project:** Winchester Road 8" Pipeline Interconnect

**Scope:** Installation of 6,500 LF of 8" C-900 Reclaimed Waterline, installation of 30 services, cut-in connections to existing water mains, and all appurtenant work

**Location:** Winchester Rd. at Diaz Rd.

**Owner:** Rancho California Water District  
42135 Winchester Road  
Temecula, CA 92589

**Contact:** Bill Eckman- Inspector- (951) 538-6563

**Project Engineer:** Ken Cope- (951) 269-6900

**Project value:** \$650,000

**Start Date:** April 2011

**End Date:** August 2011

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**Project:** Greenspot Rd. "S" Curve Realignment

**Scope:** Pulverization of existing AC Roadway, mass grading, and realignment of existing road

**Location:** Greenspot Rd. and Santa Paula St, Highland, CA

**Owner:** City of Highland  
27215 Base Line  
Highland, CA 92346

**Contact:** Harvey Levin- Inspector- (909) 234-1001

**Project Engineer:** Etta R. Pulce- (909) 890-1255

**Project value:** \$650,000

**Start Date:** March 2011

**End Date:** June 2011

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**Project:** Colton Avenue Street Improvements

**Scope:** Pulverization of existing roadway, construction of 500 LF of 24" HDPE storm drain, construction of curbs, sidewalks, curb ramps, driveways, reconstruction of new road, and all appurtenant work.

**Location:** Colton Avenue and Wabash Avenue, Redlands, CA

**Owner:** County of San Bernardino Department of Public Works  
825 East Third Street

**Contact:** San Bernardino, CA 92415  
**Project Engineer:** Sri Srirajan- Project Manager- (909) 387-7935  
**Project value:** Sri Srirajan- (909) 387-7935  
**Start Date:** \$600,000  
**End Date:** March 2011  
May 2011

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**Project:** Indiana Avenue Street Improvements  
**Scope:** Construction of masonry retaining walls, utility relocations, construction of curb and gutters, sidewalks, driveways, curb ramps, reconstruction of existing AC pavement and all appurtenant work.  
**Location:** Indiana Ave. and Grant St., Riverside, CA  
**Owner:** County of Riverside Economic Development Agency  
3403 Tenth St. Suite 500  
Riverside, CA 92501

**Contact:** Erik Sydow- Project Manager- (951) 955-8274  
**Project Engineer:** Phil Lemoine- Webb Associates- (951) 686-1070  
**Project value:** \$625,000  
**Start Date:** January 2011  
**End Date:** April 2011

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**Project:** Pomona Sewer Replacement Project "B"  
**Scope:** Complete removal and reconstruction of 10,000 LF of 8", 10", 12", 15", and 24", ESVCP, sewer lateral repairs, manhole connections, pavement repairs, and appurtenant work at various locations throughout city.  
**Location:** Various locations bound by SR 60, Interstate 10, SR 71, and Interstate 15.  
**Owner:** City of Pomona  
505 South Garey Avenue  
Pomona, CA 91766

**Contact:** Paul Mochel- Valley CM- Project Manager- (858) 444-6804  
**Project Engineer:** Timotheus Hampton- (909) 620-3783  
**Project value:** \$1,250,000  
**Start Date:** February 2011  
**End Date:** August 2011

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**Project:** Route 38 Drainage Improvements  
**Scope:** Construction of approximately 3,000 LF of curbs/ curbs and gutters, sidewalks, driveways, handicap ramps and all appurtenant work.  
**Location:** Highway 38 and Sun Lugonia Ave, Redlands, CA  
**Owner:** Caltrans  
District 8

**Contact:** Construction Division- Corona  
**Project Engineer:** Chad Yang- Project Engineer- (951) 232-7638  
**Project value:** Chad Yang- (951) 232-7638  
**Start Date:** \$200,000  
**End Date:** June 2010  
August 2010

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**Project:** East Valley Pipeline Replacement Project  
**Scope:** Installation of approx. 3,500 LF of 12" potable PVC water main, approximately 20 connections to existing water lines, abandonments of existing facilities, Open

cut installation 24 inch steel casing across HWY 74, removal of 20" irrigation line and road repairs.

**Location:** Santa Fe St. and Esplanade Ave in the City of San Jacinto, and Hemet

**Owner:** Eastern Municipal Water District  
2270 Trumble Road  
Perris, CA 92572

**Contact:** Boyd Ferrel- Inspector (951) 750-8990

**Project Engineer:** Bruce Ross (951) 928-3777

**Project value:** \$675,000

**Start Date:** January 2010

**End Date:** August 2010

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**Project:** Water Main Relocations for I-215 Segment 5 and SR-210 Segment 11 freeway widening contract 3. Specification No. 1472

**Scope:** Installation of approximately 10,000 LF of 12" and 24" DIP water main, 100 house service connections, CDF abandonments and road repairs

**Location:** Various locations in the City of San Bernardino near 215 and 210 freeway interchange.

**Owner:** San Bernardino Municipal Water Department  
P.O. Box 710  
San Bernardino, CA 92402  
(909) 384-5377

**Contact:** Danny Robinson- Inspector (858) 583-6403

**Project Engineer:** Infrastructure Engineering Corporation (858) 413-2400

**Project value:** \$1,125,000

**Start Date:** October 2009

**End Date:** April 2010

---

**Project:** 6<sup>th</sup> Street Emergency Storm Drain Repair Project

**Scope:** Emergency replacement of 150 LF of 18" collapsed CMP pipe with new 18" RCP pipe across 6<sup>th</sup> street, construction of drainage structures, and appurtenant work.

**Location:** 6<sup>th</sup> Street, Corona, CA

**Owner:** City of Corona  
400 S. Vicentia Ave.  
Corona, CA 92882

**Contact:** Brian Ladnier- Inspector (951) 232-3762

**Project Engineer:** Clint Herrera (951) 736-2266

**Project value:** \$75,000

**Start Date:** October 2009

**End Date:** October 2009

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**Project:** Bedford Canyon Rd. Reclaimed Waterline

**Scope:** Installation of approx. 3,300 LF of 16" DIP recycled water main, open cut installation 100 LF of 40" steel casing, cathodic welding, and road repairs.

**Location:** El Cerrito Rd. and Bedford Canyon Parkway, Corona CA

**Owner:** City of Corona  
400 S. Vicentia Ave.  
Corona, CA 92882

**Contact:** Brian Ladnier- Inspector (951) 232-3762



**Project Engineer:** Linda Bazmi (951) 736-2266

**Project value:** \$651,000

**Start Date:** September 2009

**End Date:** October 2009

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**Project:** Citywide Sidewalk and Curb Cut Improvements

**Scope:** Construction of approx.. 40,000 SF of sidewalk, 100 handicap ramps, 175 driveways, and appurtenant work.

**Location:** Various Location in Redlands, CA

**Owner:** City of Redlands  
35 Cajon Street #15A  
Redlands, CA 92373

**Contact:** Erick Weck- Project Manager- (909) 798-7584

**Project Engineer:** Erick Weck- (909) 798-7584

**Project value:** \$650,000

**Start Date:** August 2009

**End Date:** October 2009

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## AGREEMENT

THIS AGREEMENT is made as of January 28, 2014 and is between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (District) and MAMCO, INC. dba ALABBASI (Contractor).

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform the work for **Project No. 4-0-00310-03, Romoland MDP Line A, Stage 3** of District, in exact conformity with the Contract Documents (identified below) for the Project, subject to such inspection as District deems appropriate and pursuant to orders and instructions, drawings, etc., issued by District in accordance with the Contract Documents.

2. Contract Documents. The Contract Documents for **Project No. 4-0-00310-03, Romoland MDP Line A, Stage 3** 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 [Signature]  
Vice Chairman of its Board of Supervisors  
Kevin Jeffries

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By [Signature]  
Deputy

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] DATE: 11/14/14  
NEAL R. KIPNIS

(Seal)

Mamco, Inc. dba Alabbasi  
Contractor

By [Signature]

Title Rumzi AlAbbasi- Vice President

(If corporation affix corporate seal)

EXHIBIT A

(To Agreement for Riverside County Flood Control and Water Conservation District's Project No. **4-0-00310-03, Romoland MDP Line A, Stage 3**, located in the cities of Perris and Menifee, Riverside County, California.)

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

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

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1.	Mobilization	L.S.	---	---	\$265,000.00
2.	Water Control	L.S.	---	---	6,000.00
3.	Traffic Control	L.S.	---	---	78,000.00
4.	Clearing and Miscellaneous Work	L.S.	---	---	102,654.40
5.	Extra Directed Work	L.S.	---	\$100,000.00	100,000.00
6.	Channel Excavation	C.Y.	207,048	\$4.80	993,830.40
7.	Structure Excavation	C.Y.	24,948	\$5.30	132,224.40
8.	Backfill	C.Y.	7,830	\$6.00	46,980.00
9.	Structure Backfill	C.Y.	1,768	\$6.10	10,784.80
10.	Filter Material	C.Y.	1,260	\$36.00	45,360.00
11.	Trench Safety System and Falsework	L.S.	---	---	105,000.00
12.	Class "A" Concrete, Reinforced Concrete Box	C.Y.	4,170	\$487.00	2,030,790.00
13.	Class "A" Concrete, Transition Structure	C.Y.	155	\$445.00	68,975.00
14.	Class "A" Concrete, Wingwall	C.Y.	398	\$565.00	224,870.00
15.	Class "A" Concrete, Parapet Wall	C.Y.	94	\$505.00	47,470.00

## EXHIBIT contd.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
16.	Class "A" Concrete, Pier Nose	C.Y.	11	\$640.00	7,040.00
17.	Class "A" Concrete, Minor Structures	C.Y.	2	\$1,000.00	2,000.00
18.	Class "A" Concrete, Channel Paving	C.Y.	870	\$195.00	169,650.00
19.	Class "B" Concrete, 2' Cutoff Wall	L.F.	825	\$17.00	14,025.00
20.	Class "B" Concrete, 4' and 5' Cutoff Wall	C.Y.	75	\$290.00	21,750.00
21.	Class "B" Concrete, Concreted Rock	C.Y.	71	\$170.00	12,070.00
22.	Class "B" Concrete, Miscellaneous	C.Y.	35	\$440.00	15,400.00
23.	24" RCP	L.F.	36	\$98.00	3,528.00
24.	Aggregate Base, Class 2	C.Y.	3,000	\$41.00	123,000.00
25.	Hot Mix Asphalt (HMA)	TONS	300	\$165.00	49,500.00
26.	6-Foot Chain Link Fence	L.F.	18,920	\$14.00	264,880.00
27.	3-Foot Cable Railing	L.F.	180	\$26.00	4,680.00
28.	14-Foot Double Drive Gates	EACH	16	\$1,120.00	17,920.00
29.	Chain Link Gate	EACH	2	\$1,500.00	3,000.00
30.	Miscellaneous Iron and Steel	LBS.	170	\$2.30	391.00
31.	Corrugated Metal Pipe, t=0.0747 Inches	L.F.	54	\$140.00	7,560.00
32.	Metal Beam Guard Railing	L.F.	124	\$100.00	12,400.00
33.	Inlet Type X	EACH	2	\$2,000.00	4,000.00
34.	Rock Slope Protection, 1-Ton Class	C.Y.	2,455	\$57.00	139,935.00
35.	Rock Slope Protection, 1/4-Ton Class	C.Y.	1,155	\$54.00	62,370.00

EXHIBIT contd.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
36.	Filter Blanket, No. 2 Backing	C.Y.	730	\$41.00	29,930.00
37.	Rock Slope Protection Fabric	S.F.	29,400	\$0.15	4,410.00
38.	Dust Abatement	L.S.	---	---	5,500.00
39.	Hydroseeding	ACRE	12	\$4,260.00	51,120.00
40.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	---	36,000.00
41.	Non-Stormwater Discharge or Dewatering	L.S.	---	---	1.00
42.	Relocate 33-Inch Waterline	L.S.	---	---	160,000.00
43.	Relocate 27-Inch Waterline	L.S.	---	---	120,000.00
				TOTAL	\$5,599,999.00

EXECUTED IN QUADRUPLICATE

PERFORMANCE BOND

Bond No. 9118715

Premium \$48,444.00

Premium is for Contract Term and  
Subject to Adjustment Based on  
Final Contract Price

Recitals:

1. Mamco, Inc. dba Alabbasi (Contractor) has entered into an Agreement dated January 28, 2014 with the Riverside County Flood Control and Water Conservation District (District) for construction of public work known as Project No. 4-0-00310-03, Romoland MDP Line A, Stage 3.
2. Fidelity and Deposit Company of Maryland, a Maryland 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 \$ 5,599,999.00 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 December 26, 2013

Mamco, Inc. dba Alabbasi

By

By Rumzi Alabbasi

Title Vice President  
(Contractor)

Fidelity and Deposit Company of Maryland



Type Name Rhonda C. Abel  
Its Attorney in Fact (Surety)

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

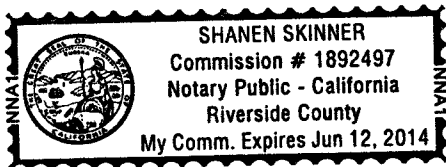
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 01/03/2014 before me, Shanen Skinner  
Date Here Insert Name and Title of the Officer

personally appeared Rumzi Alabbasi  
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.

Place Notary Seal Above

Signature Shanen Skinner  
Signature of Notary Public

## 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: \_\_\_\_\_

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

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

RIGHT THUMBPRINT  
OF SIGNER

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

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

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

RIGHT THUMBPRINT  
OF SIGNER

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On DEC 26 2013  
Date

before me,

K. Luu, Notary Public  
Here Insert Name and Title of the Officer

personally appeared

Rhonda C. Abel  
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.

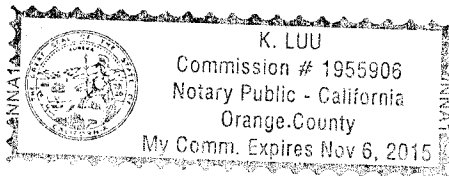
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]  
Signature of Notary Public

Place Notary Seal Above



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☐ Partner — ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

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

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

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

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

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OF SIGNER  
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OF SIGNER  
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EXECUTED IN QUADRUPLICATE

PAYMENT BOND

Bond No. 9118715  
Premium is Included in  
Performance Bond

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

The makers of this Bond are Mamco, Inc. dba Alabbasi as Principal and Original Contractor and Fidelity and Deposit Company of Maryland 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 January 28, 2014, between Principal and Riverside County Flood Control and Water Conservation District (District), a public entity, as Owner, for \$ 5,599,999.00, 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 Romoland MDP Line A, Stage 3 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: December 26, 2013

Mamco, Inc. dba Alabbasi

Original Contractor - Principal

Fidelity and Deposit Company of Maryland

Surety

By Rhonda C. Abel

Its Attorney in Fact Rhonda C. Abel

Rumzi Alabbasi

Title Rumzi Alabbasi- Vice President  
(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA §  
COUNTY OF \_\_\_\_\_)

SEE ATTACHED NOTARY ACKNOWLEDGMENT

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)

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On DEC 26 2013

Date

before me, K. Luu, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Rhonda C. Abel

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.

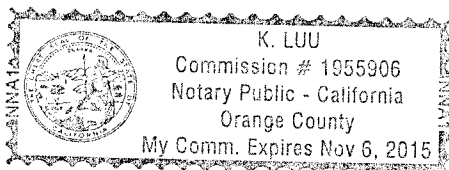
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

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.

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
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Signer's Name: \_\_\_\_\_

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

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

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OF SIGNER  
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**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James A. SCHALLER, Mike PARIZINO, Rachelle RHEAULT, Rhonda C. ABEL, Kim LUU, Jeri APODACA and Heather SALTARELLI, all of Newport Beach, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of July, A.D. 2013.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: \_\_\_\_\_

*Eric D. Barnes*

*Assistant Secretary  
Eric D. Barnes*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

**State of Maryland  
City of Baltimore**

On this 9th day of July, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

*Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015*



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this \_\_\_\_ day of ~~DEC 26~~ 2013, 20\_\_\_\_.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2013

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

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

**PRODUCER**

Newport Beach-Alliant Insurance Services, Inc.  
1301 Dove St Ste 200  
Newport Beach CA 92660

**CONTACT**

NAME: Philip Arzu

PHONE (A/C, No, Ext): 949-756-0271

FAX (A/C, No): 949-756-2713

E-MAIL: parzu@alliant.com

ADDRESS:

**INSURER(S) AFFORDING COVERAGE****NAIC #**

INSURER A :Old Republic General Ins Corp

24139

INSURER B :Starr Indemnity &amp; Liability Company

38318

INSURER C :

INSURER D :

INSURER E :

INSURER F :

**INSURED**

MAMCINC-01

Mamco, Inc.  
dba: Alabbasi  
16810 Van Buren Blvd., #200  
Riverside CA 92504

**COVERAGES**

CERTIFICATE NUMBER: 196913152

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	A1CG03661301	6/18/2013	6/18/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	Y	Y	A1CA03661301	6/18/2013	6/18/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> ANY AUTO						
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB			1000020136	6/18/2013	6/18/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$0						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	Y	A1CW03661301	6/18/2013	6/18/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						

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

Re: Intent to Award Project Romoland MDP Line A, Stage 3 Project No. 4-0-00310-03.

Riverside County Flood Control and Water Conservation District, the County of Riverside, City of Perris, City of Menifee and Eastern Municipal Water District are named as additional insured on a primary and non-contributory basis per attached endorsements. Waiver of subrogation applies in favor of named additional insured per attached endorsements. "X C U" exclusions are waived or do not exist in the policy

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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For contracts that were in place prior to 1/1/2013

POLICY NUMBER: A1CG03661301

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

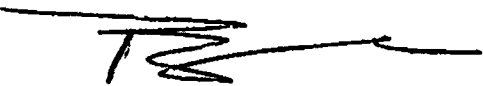
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

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

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

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

  
Authorized Signature

See certificate

Date

For contracts that were in place after 1/1/2013

POLICY NUMBER: A1CG03661301

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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



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

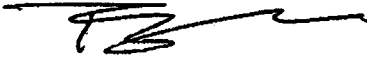
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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

whichever is less.

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



\_\_\_\_\_  
Authorized Signature

See certificate

\_\_\_\_\_  
Date

For contracts that were in place prior to 1/1/2013

POLICY NUMBER: A1CG03661301

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

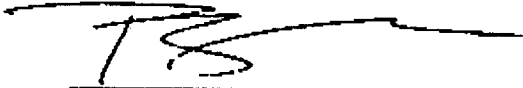
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

  
\_\_\_\_\_  
Authorized Signature

See certificate  
\_\_\_\_\_  
Date

For contracts that were in place after 1/1/2013

POLICY NUMBER: A1CG03661301

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

  
Authorized Signature

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

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

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

whichever is less.

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

See certificate

Date

# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Location(s) of Covered Operations

As required by written contract.

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

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

All other terms and conditions remain unchanged.

Named Insured Mamco, Inc. dba: Alabbasi Construction and Engineering  
Policy Number A1CG03661301 Endorsement No.  
Policy Period 6/18/13 - 6/18/14 to Endorsement Effective Date: 6/18/13  
Producer's Name: Alliant Insurance Services, Inc.  
Producer Number:

AUTHORIZED REPRESENTATIVE

See certificate  
DATE

CG EN GN 0029 09 06

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Designated Construction Project(s):**

ALL OF YOUR DESIGNATED CONSTRUCTION PROJECTS.

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

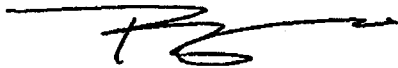
B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



Authorized Signature

See certificate

Date

POLICY NUMBER: A1CG03661301

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT.

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Signature

See certificate

Date

POLICY NUMBER: A1CA03661301

COMMERCIAL AUTO  
CA 20 48 02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

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

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

Endorsement Effective: 6/18/13	Countersigned By: 
Named Insured: Mamco, Inc. dba: Alabbasi Construction and Engineering	(Authorized Representative)

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b>  WHERE REQUIRED BY WRITTEN CONTRACT.
---

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## AMENDMENT OF OTHER INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

### BUSINESS AUTO COVERAGE FORM

Section IV – Business Auto Conditions, B. – General Conditions, 5. – Other Insurance, a. is replaced by the following:

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. However, if there is other collectible insurance, the insurance provided by this Coverage Form with respect to such covered auto, is excess over such other collectible insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
- (1) Excess while it is connected to a motor vehicle you do not own;
  - (2) Primary while it is connected to a covered "auto" you own. However, if there is other collectible insurance with respect to such "trailer," the insurance provided by this Coverage Form is excess over such other collectible insurance.

Named Insured Mamco, Inc. dba: Alabbasi Construction and Engineering  
Policy Number A1CA03661301 Endorsement No.  
Policy Period 6/18/13 - 6/18/14 to Endorsement Effective Date: 6/18/13  
Producer's Name: Alliant Insurance Services, Inc.  
Producer Number:

AUTHORIZED REPRESENTATIVE

See certificate  
DATE

CA EN GN 0019 09 06

POLICY NUMBER: A1CA03661301

COMMERCIAL AUTO  
CA 04 44 03 10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

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

**Named Insured:** Mamco, Inc. dba Alabbasi Construction and Engineering

**Endorsement Effective Date:** 6/18/13

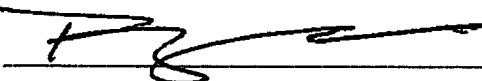
**SCHEDULE**

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

WHERE REQUIRED BY WRITTEN CONTRACT.

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

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

  
Authorized Signature

See certificate

Date

**OLD REPUBLIC GENERAL INSURANCE CORPORATION**  
**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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

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

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00

Named Insured	Mamco, Inc. dba: Alabbasi Construction and Engineering		
Policy Number	A1CW03661301	Endorsement No.	000
Policy Period	6/18/13 - 6/18/14	Endorsement Effective Date:	6/18/13
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007000		

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

See Certificate  
\_\_\_\_\_  
DATE

## EXCESS LIABILITY POLICY FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words you and your refer to the Named Insured as shown in ITEM 1. of the Declarations. The words we, us and our refer to the Company shown in the Declaration providing this insurance.

The word Insured means the Named Insured and any person or organization qualifying as an Insured in the First Underlying Insurance Policy(ies), but only to the extent to which such person(s) or organization(s) qualify as an Insured in the First Underlying Insurance Policy(ies) at the inception date of this Policy. Newly acquired or formed organizations must comply with SECTION IV. CONDITIONS, D. Changes in order to qualify for coverage.

Words and phrases that appear in quotation marks have special meaning. Refer to SECTION III. DEFINITIONS, or to the specific section, of this Policy where such words appear.

### SECTION I. COVERAGE

- A. We will pay on behalf of the Insured, the "Ultimate Net Loss" in excess of the "Underlying Insurance" as shown in ITEM 5. of the Declarations, that the Insured becomes legally obligated to pay for loss or damage to which this insurance applies and that takes place in the Coverage Territory. Except for the terms, definitions, conditions and exclusions of this Policy, the coverage provided by this Policy shall follow the terms, definitions, conditions and exclusions of the applicable First Underlying Insurance Policy(ies) shown in ITEM 5.A. of the Declarations.
- B. Regardless of any other warranties, terms, conditions, exclusions or limitations of this Policy, if any applicable Underlying Insurance Policy(ies) does not cover "Ultimate Net Loss" for reasons other than exhaustion of its limit of liability by payment of claims or suits, then this Policy will not cover such "Ultimate Net Loss".
- C. The amount we will pay for the "Ultimate Net Loss" is limited as described in SECTION II. LIMITS OF INSURANCE.

### SECTION II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:
  - 1. Insureds;
  - 2. Claims made or suits brought; or
  - 3. Persons or organizations making claims or bringing suits.
- B. The Limits of Insurance of this Policy will apply as follows:
  - 1. This Policy applies only in excess of the "Underlying Insurance" scheduled in ITEM 5. of the Declarations.
  - 2. If our Limits of Insurance stated in ITEM 4. of the Declarations are less than the total Limits of Insurance stated in ITEM 4. of the Declarations, then our Limits of Insurance shall be that proportion of the "Ultimate Net Loss" to which our Limits of Insurance apply to the total Limits of Insurance stated in ITEM 4. of the Declarations and apply only in excess of the total Limits of "Underlying Insurance" scheduled in ITEM 5. of the Declarations.

XS - 100 (10/08)

Authorized Signature

See certificate

Date

Page 3 of 10

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## 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 or 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.