BY: GREGORY P. PRIAMOS DATE

JEANINE J. REY, FINANCE DIRECTOR BY LAMAN () 28 SANINE J. BEY

Positions Added

Change Order

4/5 Vote

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



FROM: General Manager-Chief Engineer

SUBMITTAL DATE: December 8, 2015

SUBJECT:

Project Award – San Sevaine Channel Outlet Repair, Project No. 1-0-00050

30 Working Days, District 2, (\$198,298) District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the low bid submitted by the firm KIP Incorporated for \$198,298 for the repair of the above-referenced project; and

2. Authorize the General Manager-Chief Engineer to execute the contract pursuant to District Resolution No. F93-28, Agenda Item No. 9.1 of August 24, 1993, Resolution Delegating Authority to the General Manager-Chief Engineer as to Change Orders and Emergency Work and Agenda Item No. 3-21, Proclamation of Local Emergency in Riverside County due to the imminent threat of heavy storms, flash floods and other potential effects from El Niño Concept of Operations (CONOPS) Plan.

BACKGROUND:

Summary

(Cont. on Page 2)

DM:rlp P8\200883 WARREN D. WILLIAMS

General Manager-Chief Engineer

| FINANCIAL DATA | Curren | t Fiscal Year: | Next Fiscal Year: | | Total Cost: | | Ongoing Cost: | | POLICY/CONSENT (per Exec. Office) |
|-------------------|--------|----------------|-------------------|-----|-------------|---------|---------------|-----|-----------------------------------|
| COST | \$ | \$198,298 | \$ | N/A | \$ | 198,298 | \$ | N/A | Consent □ Policy □ |
| NET DISTRICT COST | \$ | \$198,298 | \$ | N/A | \$ | 198,298 | \$ | N/A | Consent in Folicy in |

SOURCE OF FUNDS: Emergency Services 25110 947400 527950

Zone 1 Const/Maint/Misc-Contracts

Budget Adjustment: No
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

Steven C. Horn

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes:

Jeffries, Tavaglione, Washington, Benoit and Ashley

Nays: Absent:

None None

Date:

December 8, 2015

XC:

Flood

By: Deputy

□ Prev. Agn. Ref.:

District: 2nd

Agenda Number:

11-2

Kecia Harper-Ihem

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

FORM 11: Project Award – San Sevaine Channel Outlet Repair, Project No. 1-0-00050

30 Working Days, District 2, (\$198,298) District Funds 100%

DATE: December 8, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The General Manager-Chief Engineer authorized this emergency repair work and request for quotation was sent out to four selected construction companies on October 20, 2015. On November 5, 2015 the District received quotations from all four companies. This emergency repair project is located just below the intersection of Limonite Avenue and Baine Street in the city of Jurupa Valley. In 1987 the District built a concrete encased sheet pile wall at the downstream end of the San Sevaine Channel Outlet. Due to high channel velocities this concrete encased sheet pile wall lost its rock support. The District has been monitoring this structure and analyzing remediation options. The best course of action is to replace the rock and grout the voids to stabilize the wall. This emergency repair work is to provide the necessary support to the sheet pile wall before the next rainy season.

ATTACHEMENTS:

- 1. Vicinity Map
- 2. Plan and details of proposed repair work

P8/200883

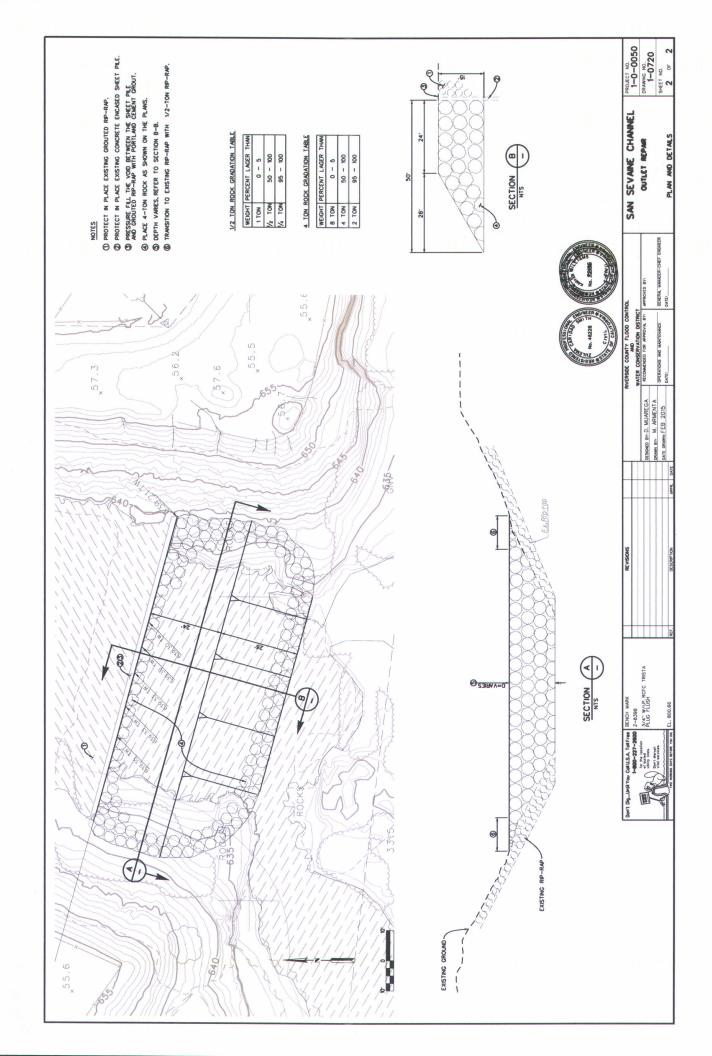
SAN SEVAINE CHANNEL OUTLET REPAIR

PROJECT NO. 1-0-00050





San Sevaine Channel outlet repair is located in the city of Jurupa Valley and consists of placing approximately 3,500 tons of 4—ton rocks by mechanized means to support/stabilize the existing concrete encased sheet pile and pressure grouting the voids between the sheet pile and the existing grouted riprap with Portland cement grout.



200439

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PUBLIC WORKS (for projects Over \$25,000)

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015

Job Walk Date: 10/22/2016 @ 10:00 AM

Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

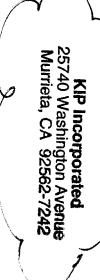
CONTRACTOR'S QUOTE

Page 1 of 4

The undersigned having carefully examined the proposed site, the drawings and specifications, the Notice Inviting bids, the Instructions to Bidders, the Agreement form, the Bond Forms, the General Conditions and the

| Addendum No | Date: /0/30/2015 |
|---|---|
| Addendum No | |
| Addendum No | |
| | COST SUMMARY |
| BASE BID - The undersigned proposes to | o perform all work of said project for the sum of \$ $198,297.50$ |
| Sum quoted includes all applicable taxes, incidental to the resultant contract. <u>Plea contractors quote.</u> | , permits, licenses, insurance and bond costs, if any, and all other costs ase complete the table under Exhibit B and include it with your |
| PAYMENT TERMS:(Prompt Pay Disc | count) METHOD Lump Sum at Completion Progress Payments |
| EXECUTION DEDEON IS APPRICA- | |
| QUOTATION AND THAT THE UNDERS Prior to issuance of a Purchase Order, a Bubrogation and required bonds must be 10) calendar days after receipt of purch | IGNED'S PRINCIPAL IS FULLY BOUND AND COMMITTED. |
| QUOTATION AND THAT THE UNDERS Prior to issuance of a Purchase Order, a Subrogation and required bonds must be 10) calendar days after receipt of purch thereafter. | Certificate of Liability Insurance, including Endorsements, Waiver of |
| Prior to issuance of a Purchase Order, a Subrogation and required bonds must be 10) calendar days after receipt of purch hereafter. Company: KIP, Incorporated Address: 25740 Washington Avenue | IGNED'S PRINCIPAL IS FULLY BOUND AND COMMITTED. Certificate of Liability Insurance, including Endorsements, Waiver of on file with the District. Bidder agrees to commence work within ten hase order and will complete work within thirty (30) calendar days City: Murrieta State: CA Zip: 92562 |
| Prior to issuance of a Purchase Order, a Subrogation and required bonds must be 10) calendar days after receipt of purch hereafter. Company: KIP, Incorporated Address: 25740 Washington Avenue | IGNED'S PRINCIPAL IS FULLY BOUND AND COMMITTED. Certificate of Liability Insurance, including Endorsements, Waiver of on file with the District. Bidder agrees to commence work within ten hase order and will complete work within thirty (30) calendar days |

| | en e | | OUR CONTRACTOR'S QUOTE | PLEASE COMPLETE THE BREAKDOWN AND INCLUDE THIS SHEET WITH YOUR CONTRACTOR'S QUOTE | PLEASE COMI |
|------------|--|-----------------------|-----------------------------------|---|----------------|
| | | | | ENGINEER'S ESTIMATE: \$210,250 | ENGINEER |
| | | | | | |
| 198,29750. | Total | | | | |
| 2,2000 | 2,200: | - | L.S | Stormwater and Non-stormwater Pollution Control | Stormwat |
| 3,00000 | 3000. | H | L.S | ement | Dust Abatement |
| 9,00000 | 4500 | 200 | Tons | Rock Protection, 1/2-Ton | Rock Prote |
| 156,74750 | 4550 | 3445 | Tons | Rock Protection, 4-Ion | Rock Prote |
| 5,400.5 | 180000 | ш | C.Y. | Portland Cement Grout | Portland (|
| 11,250" | 11,250.5 | | L.S | Clearing and Misc. Work | Clearing a |
| 2,200.5 | 2,20000 | <u> </u> | L.S | itrol | Water Control |
| 8500°° | 8500°° | H | L.S | On | INIODIIIZATION |
| Total | Unit Bid | Quantity | Unit | <u>Description</u> | |
| | | | | | |
| | | | | | |
| | 0050 | Project No. 1-0-00050 | | | |
| | nnel | San Sevaine Channel | | | |
| | | 3REAKDOWN | EXHIBIT B COST ESTIMATE BREAKDOWN | EXHIBIT B | |



200439

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PUBLIC WORKS (for projects Over \$25,000)

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

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CONTRACTOR'S QUOTE

Page 2 of 4

DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the California Public Contract Code, the undersigned submits the following complete typed list of each Sub-Contractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of ½ of 1% of said total bid.

| PORTION OF THE WORK | SUBCONTRACTOR | LICENSE NUMBER | % AMOUNT |
|---------------------|--------------------|---------------------|----------|
| Replace FENCE Vau | ex Criss Fence Co. | [#] 575325 | < 2% |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Bid Submission Address:

RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above: Request for Quotation FCARC #00109

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CONTRACTOR'S QUOTE

Page 3 of 4

AWARD OF BID

The undersigned fully understands that a contract is formed upon the acceptance of this quote by the District and the undersigned further agrees that upon request he or she will promptly execute and deliver to District a written memorial of the contract together with the required Payment and Performance Bonds.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the District in the amount of ten percent (10%) of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the District as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which oblige may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however shall the Surety's liability exceed the penal sums hereof.

| Name of Bidder: | KIP, Incorporated | |
|---------------------------|---|-----|
| Type of Organization: | General Contractor | |
| Signed By: | | |
| Title of Signer: | President | |
| Address of Bidder: | 25740 Washington Avenue, Murrieta, CA 92562 | |
| Telephone No.: | (951) 698-7890 Emailgdquiring@kipincorporated.c | com |
| Contractor's License No.: | Classification: A | - |
| DIR Registration No: | 1000001010 Expires: 06/30/2016 | |
| | | |

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not president or secretary, attach certified copy of by-laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach power-of-attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

Bid Submission Address:

RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above: Request for Quotation FCARC #00109

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Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

CONTRACTOR'S QUOTE

Page 4 of 4

NON-COLLUSION AFFIDAVIT

To Be Executed by Bidder and Submitted with Bid

| State of California) | | | |
|---|--|--|---|
| County of Riverside) | SS. | | |
| Greg D. Quiring | , being first duly sv | worn, deposes and says: | |
| foregoing bid that the company, association, bidder has not directly not directly or indirectly bid, or that anyone sha by agreement, communor to fix any overhead advantage against the statements contained for her bid price or any lor paid, and will not | bid is not made in the interest of organization, or corporation; the or indirectly induced or solicited of colluded, conspired, connived, call refrain from bidding; that the bunication, or conference with any large profit or cost element of the bid public body awarding the contrain the bid are true; and, further, the breakdown thereof, or the contempay, any fee to any corporation member or agent thereof to effect | of KIP, Incorporated the party may of, or on behalf of, any undisclosed person, part at the bid is genuine and not collusive or sham; any other bidder to put in a false or a sham bid, or agreed with any bidder or anyone else to put in bidder has not in any manner, directly or indirectly one to fix the bid price of the bidder or any other bid price, or of that of any other bidder, or to se act or anyone interested in the proposed contract that the bidder has not, directly or indirectly, submits thereof, or divulged information or data relative in, partnership, company, association, organizatuate a collusive or sham bid. | rtnership that the and has n a shan y, sough er bidder cure any t; that al mitted his e thereto |
| Subscribed and sworn | to before me | Insert NP stamp or seal below | |
| This day o | f, 2015 | See Attached Acknowlegement | |
| Signature of Notary Pu | ublic officer administering oath | | |

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who sig

| which this certificate is attached, and not the truthfulne | ess, accuracy, or validity of that document. |
|---|---|
| State of California | : : |
| County of Riverside | |
| On October 30, 2015 before me, Karer | n Ann Villarreal, Notary Public , Notary Public, |
| personally appeared Greg D. | , |
| capacity(ixs), and that by his/her/their signature which the person(x) acted, executed the instrume | vidence to be the person(x) whose name(x) is/a/e subscribed to that he/she/they executed the same in his/her/their authorized so on the instrument the person(x), or the entity upon behalf of ent. the laws of the State of California that the foregoing paragraph CAREN ANN VILLARREAL Commission 2004148 Notary Public - California Riverside County My Comm. Expires Feb 13, 2017 |
| ADDITIONAL C | OPTIONAL INFORMATION |
| DESCRIPTION OF THE ATTACHED DOCUMENT Bid Bond (Title or description of attached document) RCFC-San Sevaine Channel Outlet Repair | INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required. |

| The state of the s |
|--|
| Bid Bond |
| (Title or description of attached document) |
| RCFC-San Sevaine Channel Outlet Repair |
| (Title or description of attached document continued) |
| Number of Pages 1 Document Date 10/27/15 |
| (Additional information) |
| CAPACITY CLAIMED BY THE SIGNER |
| ☐ Individual (s) |
| Corporate Officer President |
| (Title) |
| ☐ Partner(s) |
| ☐ Attorney-in-Fact |
| \square Trustee(s) |
| Other |
| |

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- · Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- · Securely attach this document to the signed document

200439

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PUBLIC WORKS (for projects Over \$25,000)

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015

Job Walk Date: 10/22/2016 @ 10:00 AM

| Return bid to address above: | Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time |
|---|--|
| AGREEMENT FO Page 1 of 2 | RM |
| THIS AGREEMENT, entered into thisday o | |
| hereinafter calle | d the "Contractor", and the Riverside County |
| Flood Control and Water Conservation District, hereinafter calle | d "District". |
| WITNESSETH: That the parties hereto have mutually covenante | ed and agreed as follows: |
| <u>CONTRACT</u> : The complete contract includes all of the Contract Instructions to Bidders, Contractor's Quote, Wage Schedule ac Performance Bonds, Plans and Specifications plus any Addendate and conditions to the Agreement. All Contract documents are into so that any work called for in one and not mentioned in the other mentioned in all Contract Documents. | cording to the State of California, Payment and thereto, General Conditions, including all terms ended to cooperate and become complimentary |
| STATEMENT OF WORK: The Contractor shall furnish all to transportation, labor, and materials necessary to repair the San strict accordance with the plans and specifications as prepared Conservation District, hereinafter called the "District", including Quote, all of which are made part hereof. | Sevaine Channel Outlet Project #1-0-00050, in by Riverside County Flood Control and Wotor |
| TIME FOR COMPLETION: The work shall be commenced on Architect and shall be completed within Thirty (30) calendar days that except for extensions of time duly granted in the manner Conditions, time shall be of the essence. | s from and after said date. It is everyonally parend |
| COMPENSATION TO BE PAID TO CONTRACTOR: The Distri | ict agrees to pay and the Contractor agrees to |
| accept in full consideration for the performance of the Contract, s | subject to additions and deductions as provided |
| in the General Conditions, the sum of | |
| \$() being the total of the base bid plus the | following addendums: |
| Addendum Nos: | |
| The sum is to be paid according to the schedule as provided in t | he General Conditions. |

Pursuant to Labor Code Section 1861, the Contractor gives the following certification: "I am aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's 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 work of this contract".

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement.

200439

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PUBLIC WORKS (for projects Over \$25,000)

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AGREEMENT FORM

| Type of Contractor's organizat | ion: | Page 2 of 2 | | |
|---|------------------------|---|---------------------------------|---|
| f other than individual or Corp | oration, list names of | all members w | no have authority to bind firm: | |
| | | | | |
| | | *************************************** | | *************************************** |
| E OTHER THAN CORRORAT | | | · | Magazinia in Magazinia dan Adabah |
| F OTHER THAN CORPORAT | ION EXECUTE HER | E: | 1 | |
| Firm Name: | | | - | |
| Address: | | ************************************** | | |
| Contractor's License No. | #: ' | | Expires: | |
| DIR Registration No: | #: | | Expires: | |
| Signature: | | | | |
| Title: | · | | | |
| CORPORATION, FILL OUT | THE FOLLOWING A | ND EXECUTE: | | *************************************** |
| | | | | |
| Name of President of Corpo | | | | |
| Name of Secretary of Corpo | ration: | | | · · · · · · · · · · · · · · · · · · · |
| Corporation organized under | the laws of the State | e of | | |
| Firm Name: | | | | |
| Address: | | | | |
| Contractor's License No. | #: | | Expires: | <u> </u> |
| DIR Registration No: | #: | | Expires: | |
| Signature: | | | | |
| Title: | | *** | | |
| | DO NOT (| COMPLETE BELOY | W THIS LINE | |
| ====================================== | 2400222201222 | | | ===== |
| | | | Authorized Signature (County) | |
| nn #44C 400 | | | (Official Title) | |
| rm #116-122 unty Counsel Approved as to Form 01/01/2 | 2015 | 10 of 18 | | |

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

Request for Quotation FCARC #00109

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Job Walk Date: 10/22/2016 @ 10:00 AM

Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

BID BOND

Page 1 of 2

| KNOWN TO ALL PERSONS BY THESE PRESENTS, that we the undersigned KEC ENGINEERING | as |
|--|----|
| Principals; and LIBERTY MUIUAL INSURANCE COMPANY, as Surety, are hereby held and firmly bound unto t | he |
| Riverside County Flood Control and Water Conservation District , hereinafter called the "District", in the sum | of |
| TEN PERCENT OF THE TOTAL AMOUNT BIDDollars (\$ 10%) for payment of such sum, well and truly to | be |
| made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors as | nd |
| assignees. | |

WHEREAS, the said Principal is herewith submitting its quote to Repair the San Sevaine Channel Outlet in the City of Jurupa Valley, County of Riverside.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said quote and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required labor and material payment and faithful Performance Bond, then this obligation shall be null and vold; and in the event that the Principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the District as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the oblige may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such bid; and said Surety does hereby waive notice of any such extension.

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

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Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

BID BOND

Page 2 of 2

| | day of <u>OCTOBER</u> | d this instrument under their separa | |
|--|--|---|----------|
| each corporate party being | hereto affixed and those present dully | signed by its undersigned repres | entative |
| ursuant to authority of its g | overning body. | , | |
| | | | |
| KEC ENGINEERING | | | 7 |
| | Name – Principal) | | - |
| 200 N. SHERMAN AVENUE | | | 4 |
| OORONA, CA 92882 (B) | siness Address) | Affix Seal | |
| | 1 lin | Corporation | - |
| (Or | riginal Signature) | | 1 |
| 34 Charles Hickn | nan - Construction Manager | *************************************** | - |
| | (Title) | | 1 |
| | | | J |
| | | | |
| | | | |
| LIBERTY MUTUAL INSURANCE (| COMPANY | | 7 |
| | OMPANY ation Name – Surety) | | |
| | ation Name – Surety) | | |
| (Corpora 790 THE CITY DRIVE SOUTH, | surre 200 | Affix | |
| 790 THE CITY DRIVE SOUTH, ORANGE, CA 92868 (Bus | ation Name – Surety) | Corporate | |
| (Corpora 790 THE CITY DRIVE SOUTH, ORANGE, CA 92868 By | SUITE 200 siness Address) | | |
| (Corpora 790 THE CITY DRIVE SOUTH, ORANGE, CA 92868 By | surre 200 | Corporate | , |
| (Corpora 790 THE CITY DRIVE SOUTH, ORANGE, CA 92868 By CHARISE EBERHARD OTTORNEY-IN-FACT | SUITE 200 siness Address) | Corporate | , |

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| validity of that docume | 31 IL. | | |
|---|---|---|--|
| State of California County ofOran | ge) |) | |
| On October 27, 201! | before me, | Cynthia S. Wozney, Nota | ry Public |
| | | (insert name and title of | f the officer) |
| subscribed to the within his/her/their authorized | e basis of satisfactory e instrument and acknow capacity(ies), and that b | vidence to be the person(s) vledged to me that he/she/the by his/her/their signature(s) of e person(s) acted, executed | ey executed the same in on the instrument the |
| I certify under PENALTY paragraph is true and co | | the laws of the State of Califo | ornia that the foregoing |
| WITNESS my hand and | official seal | | CYNTHIA S. WOZNEY Commission # 2077374 |

1/1

Signature_

(Seal)

CYNTHIA S. WOZNEY
Commission # 2077374
Notary Public - California
Orange County
My Comm. Expires Sep 5, 2018

THIS-POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6930919

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

| | POWER OF ALTORNEY | | |
|-------------|--|--|---------------|
| | KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations dult the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West Assachusetts are company in a corporation duly organized under the laws of the State of Massachusetts. | Imerican Insurance Company | |
| | is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, and appoint,Charise Eberhard; Cynthia S. Wozney; Denise Bennett; John M. Garrett; Paul A. Bland; Steven C. Mosier | does hereby name, constitute | |
| | | | |
| | all of the city of Irvine , state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper personal contents. | e of these presents and shall | |
| _ | IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies an | | |
| | American Fire and Cas | sualty Company | day. |
| | The Ohio Casualty Ins Liberty Mutual Insuran West American Insuran | urance Company ce Company | ness |
| ; | By: Want Lang | in company | sng |
| | STATE OF PENNSYLVANIA ss David M. Carey, Assistant COUNTY OF MONTGOMERY | Secretary | any |
| , , , | On this 31st day of March , 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Sec Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as succepted the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. | urance Company ce Company nce Company Secretary retary of American Fire and ch, being authorized so to do, ove written. | I ESI or |
| | IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first abo | ve written. | Ed C |
| | Notariai Seal Teresa Pastella, Notary Public By: Livis Past | illa 5 | <u>ک</u> |
| ; | Plymouth Twp., Montgomery County My Commission Expires March 28, 2017 Member, Pennsylvania Association of Notaries | Power Public | and |
| | Member, Pennsylvania Association of Notaries This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: | The Ohio Casualty Insurance | 9:00 am and |
| J (2001 C | ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitation powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority | or the President, and subject of ation to make, execute, seal, ans set forth in their respective of the Corporation. When so ative or attorney in fact under | 40 between 9: |
| | ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the se executed such instruments shall be as binding as if signed by the president and attested by the secretary. | company to make, execute, e limitations set forth in their al of the Company. When so | 610-832-82 |
| ل | Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recobligations. | to appoint such attorneys-in- I | ÷ |
| | Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of a Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and bin the same force and effect as though manually affixed. | any assistant secretary of the ding upon the Company with | |
| | I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mut West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power Companies, is in full force and effect and has not been revoked. | ual Insurance Company, and of Attorney executed by said | |
| | IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27TH day of OCTOBER | , 20 | |
| | 1906 S Q 1919 S E 1912 S E 1991 | wayse | |
| | Gregory W. Davenport, A | ssistant Secretary | |

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California County of Never de | |
|--|---|
| | - Notary Public and title of the officer) |
| personally appeared Charles Hickman who proved to me on the basis of satisfactory evidence to be the | |
| subscribed to the within instrument and acknowledged to me that his/her/their authorized capacity(ies), and that by his/her/their sig person(s), or the entity upon behalf of which the person(s) acted, | he/she/they executed the same in |
| I certify under PENALTY OF PERJURY under the laws of the Staparagraph is true and correct. | |
| Notary Richard Strain Richard Strain Richard R | A. FUNK M. #1998433 Public - California Perside Count. Expires No. 1 2016 |
| Signature (Seal) | |

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015

Job Walk Date: 10/22/2016 @ 10:00 AM

Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

PAYMENT BOND

Page 1 of 1

| (Public Work - Civil Code Section 3247 | et seq.) |
|--|---|
| The makers of this Bond are | , as principal and Original Contractor and |
| , a corporation, authorized to issu | e Surety Bonds in California as Surety and this |
| Bond is issued in conjunction with that certain public works contract dated | hotagon Bringing |
| and Riverside County Flood Control and Water Conservation | District a public optity of District 6 |
| \$, the total amount payable. THE AMOUNT OF | THIS ROND IS EOD 1009, OF CAID OUR CO. |
| Contract is for public work generally consisting to "Repair of the San Seval | ing Channel Outlet in the Oits of heavy in |
| County of Riverside". | me Chairner Odder in the City of Jurupa Valley, |
| The beneficiaries of this Bond are as stated in 8020 of the Civil Code and the | TO FORLIFORMENTS and annutiking a City of |
| as set forth in Sections 800 through 8154 of said Code. Without noti | requirements and conditions of this bond are |
| performance, change in requirements, amount of compensation, or prepayr | ice, Surety consents to extension of time for |
| Signed and Sealed thisDay of | nent under said contract. |
| Day of | , 2015. |
| | |
| (Firm Name Principal) | |
| | Aff |
| (Business Address) | Affix Seal |
| | Corporation |
| (Signature – Attach Notary's Acknowledgment) | |
| Ву | |
| (Title) | |
| | |
| | ======================================= |
| | |
| (Corporation Name – Surety) | |
| (Corporation Name - Surety) | |
| (D. d. | Affix |
| (Business Address) | Corporate Seal |
| Ву | Sear |
| (Original Signature) | |
| ATTORNEY-IN-FACT | |
| (Title – Attach Power of Attorney) | |

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015

Job Walk Date: 10/22/2016 @ 10:00 AM

Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

PERFORMANCE BOND

Page 1 of 1

| | Page 1 of 1 | |
|--|---|---|
| The makers of this Bond, as Princ | ipal and | as Surety, are held and firmly |
| | | istrict, hereinafter called the "District", in the sum of |
| | | ie payment of which sum well and truly to be made, |
| we bind ourselves, our heirs, execu | utors, administrator, and successors, | , jointly and severally, firm by these presents. |
| The condition of this obligation is s | uch that whereas the Principal enter | red into a certain contract, hereto attached, with the |
| District, dated: | for: | Now therefore, if |
| the Principal shall well and truly po | erform and fulfill all the undertakings | s, covenants, terms, conditions, and agreements of |
| said Contract during the original te | rm of said Contract and any extensi | on thereof that may be granted by the District, with |
| or without notice to the Surety, an | d during the life of any guarantee re | equired under the Contract, and shall also well and |
| truly perform and fulfill all the unde | ertakings, covenants, terms, conditio | ns and agreements of any and all duly authorized |
| modifications of said Contract that | may thereafter be made, then this of | bligation to be void, otherwise to remain in full force |
| | · | performance, change in requirements, change in |
| compensation or prepayment unde | r said Contract. | |
| Signed and Sealed this | Day of | , <u>2015.</u> |
| | | |
| (Fire | n Name – Principal) | |
| | | Affix Seal |
| (E | Business Address) | if |
| (Claudana) | | Corporation |
| | tach Notary's Acknowledgment) | |
| By | Title | |
| | (Tide) | |
| | | |
| /// | ration Name – Surety) | |
| Согро | audit Name – Surety) | |
| | | Affix |
| (8) | usiness Address) | Corporate Seal |
| Ву | | Geal |
| (0 | riginal Signature) | |
| ATTORNEY-IN-FACT | | |
| (Title – A | ttach Power of Attorney) | |
| | | |

Bid Submission Address:

RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone (951) 955

Telephone: (951) 955-4348 Return bid to address above: Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015

Job Walk Date: 10/22/2016 @ 10:00 AM

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APPENDIX A

San Sevaine Channel Outlet Repair Project No. 1-0-00050 Intersection of Bain Street and Limonite Avenue in Jurupa Valley, Riverside County

1. SCOPE OF WORK: The Contractor shall perform any required regrading to access the work site, place rock protection by mechanized means per the details shown on the drawings to stabilize/support the existing concrete encased sheet pile, pressure grout the voids between existing sheet pile and grouted riprap, implement dust control measures during repair, provide the required BMP's shown in the pollution control plans and clean the worksite before final acceptance of the work. Refer to Exhibit A for Overtime Work and Force Account Payment and Exhibit B for Cost Estimate Breakdown.

Please refer to all attachments, Exhibits A & B and the Special Provisions

Notes:

- a. Certified Payroll is required on this project. See Form 116-222 General Conditions-Public Works, over \$25k downloaded on the County of Riverside Purchasing webpage at: www.purchasing.co.riverside.ca.us.
- b. Contractor shall comply with all Federal, State and Local, rules and regulations that in any manner affect the work. Special attention is called, but not limited to, the local environmental ordinances. Ignorance on the part of the bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules and regulations.

2. QUALITY ASSURANCE:

- a. The Contractor shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary craft and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.
- b. The Contractor shall provide new materials consisting of the highest quality and workmanship in every detail.
- c. The Contractor shall be solely and completely responsible for the condition of the premises on which the work is performed, and for the safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours, but shall apply continuously throughout the project.

3. SCHEDULING:

- a. Work to be performed during regular business hours, Monday Friday 7:00 AM to 4:00 PM.
- b. The Contractor is advised that certain inconveniences may be encountered. Complete cooperation between the Contractor and the onsite District Project Manager as well as the District Project Manager will be necessary to expedite the work with the least amount of interference or delay.
- c. The awarded Contractor is to provide the onsite District Project Manager with a daily schedule of activities so that the necessary arrangements and precautions can be made with the patients in the construction areas.
- d. Upon Notice to Proceed, the project shall be completed within thirty (30) calendar days, unless otherwise specified in writing and accepted by the District Project Manager.

Bid Submission Address:

Return bid to address above:

RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Request for Quotation FCARC #00109

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4. SAFETY AND SPECIAL REQUIREMENTS:

a. The successful Contractor will be required to provide the names and driver license numbers of all employees who will be working in this facility to allow the District to conduct a local background check.

5. CLEAN-UP:

Please refer to the Special Provisions regarding site clean-up and pollution control.

6. WARRANTIES:

- a. All warranty work shall be completed within two (2) weeks of written notice by the County.
- b. Workmanship: A one-year unconditional warranty shall be in effect from the Contractor.

7. INSURANCE:

7.1 Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the *Riverside County Flood Control and Water Conservation District, County of Riverside, City of Jurupa Valley, Jurupa Community Services District and their respective directors, officers, members, managers, agents, representatives, personnel and employees (and any other as identified by the contract documents) are named as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.*

Bid Submission Address:

RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above: Request for Quotation FCARC #00109

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Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the Riverside County Flood Control and Water Conservation District, County of Riverside, City of Jurupa Valley, Jurupa Community Services District and their respective directors, officers, members, managers, agents, representatives, personnel and employees (and any other as identified by the contract documents) are named as Additional Insureds.

D. General Insurance Provisions - All lines:

- Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager. Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

Bid Submission Address:

RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above: Request for Quotation FCARC #00109

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- 4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or selfinsured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- 6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- 8) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

REQUIRED ENDORSEMENTS / WAIVERS

- ADDITIONAL INSURED ENDORSEMENT ALL POLICIES (General Liability, Automobile Liability, Workers Compensation and if applicable Professional Liability).
- WAIVER OF SUBROGATION Workers Compensation
- WAIVER OF RIGHT TO RECOVER: (General Liability, Automobile Liability.)
- ENDORSMENT FOR: THIRTY (30) DAY WRITTEN NOTICE SHALL BE GIVEN TO THE DISTRICT PRIOR TO ANY MATERIAL MODIFICATION, CANCELLATION, EXPIRATION, OR REDUCTION IN COVERAGE OF SUCH INSURANCE.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

| which this certificate is attached, and not the truthfulne | ate verifies only the identity of the individual who signed the document to ess, accuracy, or validity of that document. |
|---|---|
| State of California | |
| County of Riverside | |
| On October 30, 2015 before me, Karen | Ann Villarreal, Notary Public , Notary Public, (Here insert name and title of the officer) |
| personally appeared Greg D. 0 | • |
| the within instrument and acknowledged to me to capacity (ixs), and that by his/her/their signature which the person acted, executed the instrument of certify under PENALTY OF PERJURY under the capacity of | idence to be the person(x) whose name(x) is/axe subscribed to that he/sixe/they executed the same in his/fixer/their authorized on the instrument the person(x), or the entity upon behalf of int. |
| WITNESS my hand and official seal. **Witness my hand and official seal. **Witness my hand and official seal. **Witness my hand and official seal. **Signature of Notary Public** | KAREN ANN VILLARREAL Commission # 2004148 Notary Public - California Riverside County My Comm. Expires Feb 13, 2017 (Notary Seal) |
| ADDITIONAL O | OPTIONAL INFORMATION |
| DESCRIPTION OF THE ATTACHED DOCUMENT Non-Collusion Affidavit (Title or description of attached document) RCFC-San Sevaine Channel Outlet Repair (Title or description of attached document continued) | INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required. |

| DESCF | RIPTION OF THE ATTACHED DOCUMENT |
|-------|---|
| Non-C | Collusion Affidavit |
| | (Title or description of attached document) |
| RCF | C-San Sevaine Channel Outlet Repair |
| | itle or description of attached document continued) |
| Numbe | r of Pages 1 Document Date 10/30/15 |
| | |
| | (Additional information) |
| | (Additional information) |
| | (Additional information) |
| CAPAC | (Additional information) CITY CLAIMED BY THE SIGNER |
| CAPAC | |
| | CITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer |
| | CITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer President |
| | CITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer President (Title) |
| | CITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer President (Title) Partner(s) |
| | CITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer President (Title) Partner(s) Attorney-in-Fact |
| | CITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer President (Title) Partner(s) |

- signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

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BID BOND

Page 1 of 2

| KNOWN TO ALL PERSONS BY THESE PRESENTS, that we the undersigned | KIP, Incorporated , as |
|--|--------------------------------------|
| Principals; and The Ohio Casualty Insurance Company, as Surety, are hereby | held and firmly bound unto the |
| Riverside County Flood Control and Water Conservation District , hereinafter of | called the "District", in the sum of |
| Ten percent of the total amount of the bid- Dollars (\$ 10%-) for payment | of such sum, well and truly to be |
| made, do hereby jointly and severally bind ourselves, our heirs, executors, assignees. | administrators, successors and |

WHEREAS, the said Principal is herewith submitting its quote to Repair the San Sevaine Channel Outlet in the City of Jurupa Valley, County of Riverside.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said quote and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required labor and material payment and faithful Performance Bond, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the District as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the oblige may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such bid; and said Surety does hereby waive notice of any such extension.

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BID BOND

Page 2 of 2

| is 27th day of October | , 2015, the name and corporate s |
|---|----------------------------------|
| ach corporate party being hereto affixed and those present du | |
| ursuant to authority of its governing body. | |
| | |
| KIP, Incorporated | |
| (Firm Name – Principal) | |
| 25740 Washington Avenue, Murrieta, CA 92562 | Affix Seal |
| (Business Address) | if |
| 395 | Corporation |
| (Original Signature) | |
| By President | |
| (Title) | |
| | |
| | |
| The Ohio Casualty Insurance Company | |
| (Corporation Name – Surety) | |
| 1001 4th Ave., #1700, Seattle, WA 98154 | ASS |
| (Business Address) | Affix Corporate |
| By Quanna Arria | Seal |
| Original Signature) JoAnna Greig | |
| | |
| TTORNEY-IN-FACT (Title – Attach Power of Attorney) | |

| | ACKNOWLEDGME | NT BY SURETY | |
|---|--------------------------|-------------------------------|--|
| DF Washington | _) | | |
| f Clark | ss. | | |
| 27th day of | October | ., 2015 | , before me personall |
| JoAnna Greig | | , known to, me | to be the Attorney-in-Fact of |
| Casualty Insurance Company | · | | , the corporation |
| ited the within instrument, and acknowledge | owledged to me that such | corporation avacuted the come | , the corporation |
| | | | 1 |
| | | | Notary Public in the State of W County of Clark |

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6849847

Attorney call 30 pm EST on any business day.

9:00 am and 4:30

between

1-610-832-8240

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Power

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confirm

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American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company West American Insurance Company

POWER OF ATTORNEY

all of the city of <u>VANCOUVER</u>, state of <u>WA</u> each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.



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

Ву:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

95

On this 27th day of January , 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresz Pastelia, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

Teresa Pastella.
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and west American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

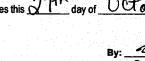
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

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



Gregory W. Davenport, Assistant Secretary









FORM APPROVED COUNTY COUNSEL W/19/15



FROM: General Manager-Chief Engineer

SUBMITTAL DATE: December 8, 2015

SUBJECT:

Project Award - San Sevaine Channel Outlet Repair, Project No. 1-0-00050

30 Working Days, District 2, (\$198,298) District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the low bid submitted by the firm KIP Incorporated for \$198,298 for the repair of the

above-referenced project; and

2. Authorize the General Manager-Chief Engineer to execute the contract pursuant to District Resolution No. F93-28, Agenda Item No. 9.1 of August 24, 1993, Resolution Delegating Authority to the General Manager-Chief Engineer as to Change Orders and Emergency Work and Agenda Item No. 3-21, Proclamation of Local Emergency in Riverside County due to the imminent threat of heavy storms, flash floods and other potential effects from El Niño Concept of Operations (CONOPS) Plan.

BACKGROUND:

Summary

(Cont. on Page 2)

DM:rlp P8\200883 WARREN D. WILLIAMS

General Manager-Chief Engineer

| FINANCIAL DATA | Cur | rent Fiscal Year: | Next Fiscal Year: | То | tal Cost: | | Or | ngoing Cost: | | Y/CONSENT xec. Office) |
|----------------------|-----|-------------------|-------------------|------|-----------|---------|----|-----------------|---------|---------------------------|
| COST | \$ | \$198,298 | \$ N/ | A \$ | | 198,298 | \$ | N/A | Consent | ☐ Policy ☐ |
| NET DISTRICT COST | \$ | \$198,298 | \$ N/ | A \$ | | 198,298 | \$ | N/A | Consont | |
| SOURCE OF FUN | DS: | Emergency | Services 25110 | 94 | 7400 | 527950 | | Budget Adjustr | nent: N | 0 |
| | | | st/Maint/Misc-C | | | | | For Fiscal Year | : 15 | /16 |
| | | | | | | | | | | |

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

| | | Prev. Agn. Ref.: | District: 2 nd | Agenda Number: |
|----------------|--------------|------------------|---------------------------|----------------|
| A-30 | 4/5 Vote | | | |
| | | | | |
| Positions Adde | Change Order | | | |

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

FORM 11: Project Award - San Sevaine Channel Outlet Repair, Project No. 1-0-00050

30 Working Days, District 2, (\$198,298) District Funds 100%

DATE: December 8, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The General Manager-Chief Engineer authorized this emergency repair work and request for quotation was sent out to four selected construction companies on October 20, 2015. On November 5, 2015 the District received quotations from all four companies. This emergency repair project is located just below the intersection of Limonite Avenue and Baine Street in the city of Jurupa Valley. In 1987 the District built a concrete encased sheet pile wall at the downstream end of the San Sevaine Channel Outlet. Due to high channel velocities this concrete encased sheet pile wall lost its rock support. The District has been monitoring this structure and analyzing remediation options. The best course of action is to replace the rock and grout the voids to stabilize the wall. This emergency repair work is to provide the necessary support to the sheet pile wall before the next rainy season.

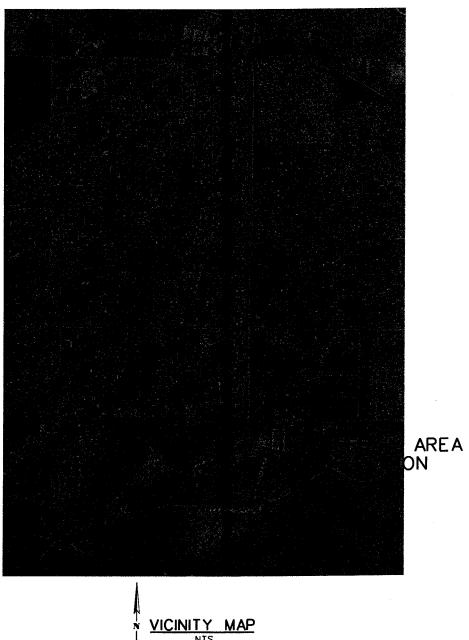
ATTACHEMENTS:

- 1. Vicinity Map
- 2. Plan and details of proposed repair work

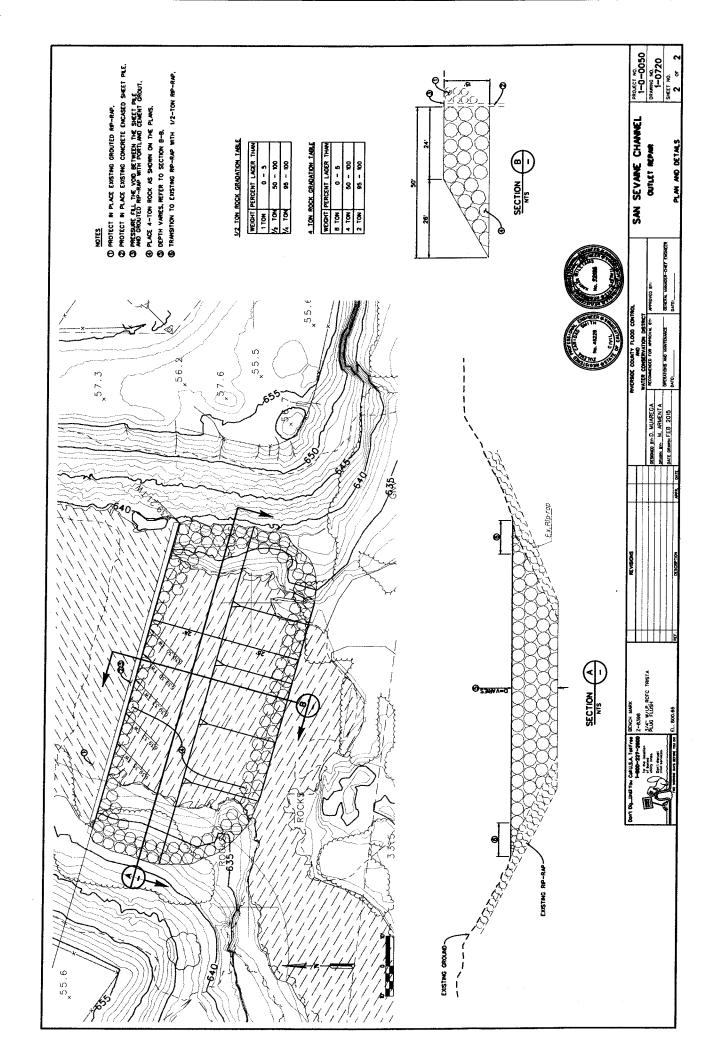
P8/200883

SAN SEVAINE CHANNEL OUTLET REPAIR

PROJECT NO. 1-0-00050



San Sevaine Channel outlet repair is located in the city of Jurupa Valley and consists of placing approximately 3,500 tons of 4-ton rocks by mechanized means to support/stabilize the existing concreté encased sheet pile and pressure grouting the voids between the sheet pile and the existing grouted riprap with Portland cement grout.



200439

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PUBLIC WORKS (for projects Over \$25,000)

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015

Job Walk Date: 10/22/2016 @ 10:00 AM

Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

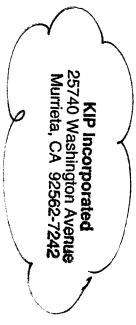
CONTRACTOR'S QUOTE

Page 1 of 4

The undersigned having carefully examined the proposed site, the drawings and specifications, the Notice Inviting bids, the Instructions to Bidders, the Agreement form, the Bond Forms, the General Conditions and the Supplementary General Conditions for this RFQ hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the project as outlined in this RFQ in strict conformity with the plans and specifications, including all work specified in Addendant

| , | Addendum No_ | | Date:/٥ | 130/2015 | | |
|--|--|--|---|--|---|---|
| | Addendum No_ | | Date: | 130/2015 | | |
| <i>-</i> | Addendum No_ | ······································ | | | | |
| | | COST | SUMMARY | | | |
| BASE BID - The undersi | gned proposes | to perform all | work of said proj | ect for the sum of | \$ 198,297 | <i>50</i> |
| Sum quoted includes all a incidental to the resultar contractors quote. | applicable taxes nt contract. <u>Ple</u> | , permits, lice ase complet | enses, insurance a te the table und | and bond costs, if a er Exhibit B and | any, and all of include it v | ther cost vith you |
| PAYMENT TERMS: | Prompt Pay Disc | | METHOD | Lump S | Sum at Compl | etion |
| (F | Prompt Pay Disc | count) | | Progres | ss Payments | |
| EXECUTION HEREON I THE INSTRUCTIONS, GI QUOTATION AND THAT | S CERTIFICAT ENERAL COND THE UNDERS | ION THAT TO THE PROPERTY OF TH | RINCIPAL IS FUL | NED HAS READ NS INCLUDED IN LY BOUND AND | AND UNDER THIS REQUE | RSTOOL ST FOR |
| EXECUTION HEREON IN THE INSTRUCTIONS, GIRL OF A PURPLE OF A Purple Country of the Instruction of the Instruc | S CERTIFICAT ENERAL COND THE UNDERS rchase Order, a | TION THAT TO THE TIONS AND THE | SPECIFICATION RINCIPAL IS FUL of Liability Insurar the District Ridd | NED HAS READ NS INCLUDED IN LY BOUND AND nce, including End | AND UNDER THIS REQUE COMMITTED | RSTOOL EST FOR |
| EXECUTION HEREON IN THE INSTRUCTIONS, GIRL OF THE INSTRUCTIONS, GIRL OF THE INSTRUCTIONS, GIRL OF THE INSTRUCTION AND THAT Prior to issuance of a Public Subrogation and required 10) calendar days after nereafter. | S CERTIFICAT ENERAL COND THE UNDERS rchase Order, a | TION THAT TO THE TIONS AND THE | SPECIFICATION RINCIPAL IS FUL of Liability Insurar the District Ridd | NED HAS READ NS INCLUDED IN LY BOUND AND nce, including End | AND UNDER THIS REQUE COMMITTED | RSTOOL EST FOR |
| EXECUTION HEREON IN THE INSTRUCTIONS, GIRL OF THE INSTRUCTIONS, GIRL OF THE INSTRUCTIONS, GIRL OF THE INSTRUCTION AND THAT Prior to issuance of a Public Subrogation and required 10) calendar days after nereafter. | S CERTIFICATENERAL COND THE UNDERS rchase Order, at bonds must be receipt of purc | TION THAT TO TIONS AND IGNED'S PROPERTY OF THE PROPERTY OF T | SPECIFICATION RINCIPAL IS FUL of Liability Insurar the District Ridd | NED HAS READ NS INCLUDED IN LY BOUND AND nce, including End | AND UNDER THIS REQUE COMMITTED forsements, Volence work way (30) calend | RSTOOL EST FOF). Vaiver or vithin <u>ten</u> dar days |
| EXECUTION HEREON IN THE INSTRUCTIONS, GIR QUOTATION AND THAT Prior to issuance of a Pusubrogation and required 10) calendar days after nereafter. Company: KIP, Inc. ddress:25740 Washingt | S CERTIFICATENERAL COND THE UNDERS rchase Order, at bonds must be receipt of purcontrol or porated | City: Mu | of Liability Insurar the District. Bidde and will complete | Progres NED HAS READ NS INCLUDED IN LY BOUND AND nce, including End er agrees to comn work within thirt | AND UNDER THIS REQUE COMMITTED forsements, Vinence work way (30) calend | RSTOOL EST FOR). Vaiver of vithin <u>ten</u> dar days |

| | EXHIBIT D COST CSTIMATE DREAKDOWN | DALANDOWN | | |
|--|--|-----------------------|----------|------------|
| | | San Sevaine Channel | annel | |
| | | Project No. 1-0-00050 | 00050 | |
| | | | | |
| | | | | |
| <u>Description</u> | Unit | Quantity | Unit Bid | Total |
| Mobilization | L.S | | 8500.00 | محرين والم |
| Water Control | L.S | -1 | 770000 | 2222 |
| Clearing and Misc Work | | 1 | 2000 | 2200 |
| County and Miles Moles | L 3 | | 11,250- | 11,250% |
| Portland Cement Grout | C.Y. | w | 180000 | 5400.0 |
| Rock Protection, 4-Ton | Tons | 3445 | 4550 | 156.74750 |
| Rock Protection, 1/2-Ton | Tons | 200 | 4500 | 9 00000 |
| Dust Abatement | L.S | Ь | 3000** | 3.0000 |
| Stormwater and Non-stormwater Pollution Control | L.S | — | 2,200: | 2,2000 |
| | | | Total | 198,29750 |
| | | | | |
| ENGINEER'S ESTIMATE: \$210,250 | | | | |
| DI FACE COMPIETE THE BREAKDOWN, AND INCLUSE THE CONTRACTOR | en en de de la companya de la compa | | | |



Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348

Return bid to address above:

Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015

Job Walk Date: 10/22/2016 @ 10:00 AM

Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

CONTRACTOR'S QUOTE

Page 2 of 4

DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the California Public Contract Code, the undersigned submits the following complete typed list of each Sub-Contractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of ½ of 1% of said total bid.

| PORTION OF THE WORK | SUBCONTRACTOR | LICENSE NUMBER | <u>% AMOUNT</u> |
|---------------------|------------------------|---------------------|-----------------|
| Replace FENCE L | Dauer Criss Fences Co. | [#] 515325 | < 2% |
| | | | |
| | | | |
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Bid Submission Address:

RCFC & WCD 1995 Market Street Riverside, CA 92501

Telephone: (951) 955-4348 Return bid to address above: Request for Quotation FCARC #00109

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CONTRACTOR'S QUOTE

Page 3 of 4

AWARD OF BID

The undersigned fully understands that a contract is formed upon the acceptance of this quote by the District and the undersigned further agrees that upon request he or she will promptly execute and deliver to District a written memorial of the contract together with the required Payment and Performance Bonds.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the District in the amount of ten percent (10%) of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the District as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which oblige may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however shall the Surety's liability exceed the penal sums hereof.

| Name of Bidder: | KIP, Incorporated | ••• |
|---------------------------|---|---------------|
| Type of Organization: | General Contractor | |
| Signed By: | 39-7 | _ |
| Title of Signer: | President | - |
| Address of Bidder: | 25740 Washington Avenue, Murrieta, CA 92562 | |
| Telephone No.: | (951) 698-7890 Emailgdquiring@kipincorporated | <u>l</u> .com |
| Contractor's License No.: | 344224 | |
| DIR Registration No: | 1000001010 Expires: 06/30/2016 | _ |
| | | |

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not president or secretary, attach certified copy of by-laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach power-of-attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348

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CONTRACTOR'S QUOTE

Page 4 of 4

NON-COLLUSION AFFIDAVIT

To Be Executed by Bidder and Submitted with Bid

| State of California) County of Riverside) | SS. | | | | |
|---|---|--|--|---|---|
| Greg D. Quiring | , beir | ng first duly sworn | deposes and says: | | |
| foregoing bid that the company, association, bidder has not directly not directly or indirectly bid, or that anyone shaby agreement, communor to fix any overhead advantage against the statements contained for her bid price or any h | bid is not made in organization, or color or indirectly induced y colluded, conspired all refrain from biddiunication, or confered public body awardiin the bid are true; abreakdown thereof, pay, any fee to an ember or agent the | the interest of, or preparation; that the ed or solicited any ed, connived, or aging; that the bidderence with anyone ment of the bid pring the contract or and, further, that they corporation, particularly corporation, particu | on behalf of, any use bid is genuine and other bidder to put in reed with any bidder has not in any manife fix the bid price of ce, or of that of any anyone interested in the bidder has not, directly or divulged infortnership, company | the party making to ndisclosed person, partnersh not collusive or sham; that the a false or a sham bid, and he or anyone else to put in a shaper, directly or indirectly, sough the bidder or any other bidder other bidder, or to secure an the proposed contract; that rectly or indirectly, submitted formation or data relative there, association, organization, he bid. | hip, the nas am ght er, any all his |
| Subscribed and sworn | to before me | | Insert NP sta | imp or seal below | |
| This day o | f, | , 2015 | See Attache | d Acknowlegement | |
| Signature of Notary Pu | ıblic officer adminis | tering oath | | | |

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to

| which this certificate is attached, and not the | truthfulness, accuracy, or validity of that document. | | | | | | |
|--|--|--|--|--|--|--|--|
| State of California | | | | | | | |
| County of Riverside | | | | | | | |
| | | | | | | | |
| On October 30, 2015 before me, | Karen Ann Villarreal, Notary Public , Notary Public | | | | | | |
| | (Here insert name and title of the officer) | | | | | | |
| personally appeared G | reg D. Quiring | | | | | | |
| the within instrument and acknowledged capacity(ixs), and that by his/her/their sig which the person(x) acted, executed the ir | ctory evidence to be the person(s) whose name(s) is/axe subscribed to to me that he/sxe/they executed the same in his/her/their authorized nature(s) on the instrument the person(s), or the entity upon behalf of astrument. under the laws of the State of California that the foregoing paragraph **Commission** 2004148** Notary Public - California Riverside County My Comm. Expires Feb 13, 2017 | | | | | | |
| ADDITIO | NAL OPTIONAL INFORMATION | | | | | | |
| <u> </u> | INSTRUCTIONS FOR COMPLETING THIS FORM | | | | | | |
| DESCRIPTION OF THE ATTACHED DOCUM | The state of the s | | | | | | |
| Bid Bond (Title or description of attached document) RCFC-San Sevaine Channel Outlet Repair properly completed and attached to that document. The only exception is if document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary of California (i.e. certifying the authorized capacity of the signer). Please check the | | | | | | | |
| | | | | | | (Title or description of attached document continued | document carefully for proper notarial wording and attach this form if required. |
| | | | | | | Number of Pages 1 Document Date 10/27 | • State and County information must be the State and County where the document |

CAPACITY CLAIMED BY THE SIGNER ☐ Individual (s) ✓ Corporate Officer President (Title) ☐ Partner(s) ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other

(Additional information)

- signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this
- information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- · Securely attach this document to the signed document

200439

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PUBLIC WORKS (for projects Over \$25,000)

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015

Job Walk Date: 10/22/2016 @ 10:00 AM

Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

| | U | ii oi neioie i | .30 P.IVI. Pacific Time |
|---|---|---|--|
| ρ | AGREEMENT FORM Page 1 of 2 | **** | 1 |
| | • | | |
| THIS AGREEMENT, entered into this | day of | | , 2015, by and between |
| | , hereinafter called th | e "Contract | or", and the Riverside County |
| Flood Control and Water Conservation Distric | | | • |
| $\underline{\textbf{WITNESSETH}}\!:$ That the parties hereto have | mutually covenanted a | nd agreed a | s follows: |
| CONTRACT: The complete contract included Instructions to Bidders, Contractor's Quote, V Performance Bonds, Plans and Specifications and conditions to the Agreement. All Contract so that any work called for in one and not mer mentioned in all Contract Documents. | Vage Schedule accordi plus any Addenda ther documents are intende | ng to the Si eto, Genera ed to cooper | tate of California, Payment and al Conditions, including all terms ate and become complimentary |
| STATEMENT OF WORK: The Contractor s transportation, labor, and materials necessary strict accordance with the plans and specifical Conservation District, hereinafter called the Quote, all of which are made part hereof. | / to repair the San Seva ations as prepared by F | aine Channe Riverside Co | el Outlet Project #1-0-00050, in bunty Flood Control and Water |
| TIME FOR COMPLETION: The work shall be Architect and shall be completed within <u>Thirty (</u> that except for extensions of time duly grant Conditions, time shall be of the essence. | 30) calendar davs fron | n and after s | aid date. It is expressly agreed |
| COMPENSATION TO BE PAID TO CONTRA | ACTOR: The District ag | rees to pay | and the Contractor agrees to |
| accept in full consideration for the performance | | | |
| n the General Conditions, the sum of | | | The second secon |
| () being the total of the l | base bid plus the follow | ring addend | lums: |
| Addendum Nos: | | | |

The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code Section 1861, the Contractor gives the following certification: "I am aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's 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 work of this contract".

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement.

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015

Job Walk Date: 10/22/2016 @ 10:00 AM

Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

AGREEMENT FORM

| e authority to bind firm: | |
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| And divine the contract of the | |
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| expires: | |
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| LINE | |
| | |
| uthorized Signature (County) | |
| Official Title) | |
| | |

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

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Job Walk Date: 10/22/2016 @ 10:00 AM

Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

BID BOND

Page 1 of 2

| KNOWN TO ALL PERSONS BY THESE PRESENTS, that we the undersigned KEC ENGINEERING, as |
|---|
| Principals; and LIBERTY MUTUAL INSURANCE COMPANY, as Surety, are hereby held and firmly bound unto the |
| Riverside County Flood Control and Water Conservation District , hereinafter called the "District", in the sum of |
| TEN PERCENT OF THE TOTAL AMOUNT BIDDollars (\$_10%) for payment of such sum, well and truly to be |
| made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and |
| assignees. |

WHEREAS, the said Principal is herewith submitting its quote to Repair the San Sevaine Channel Outlet in the City of Jurupa Valley, County of Riverside.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said quote and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required labor and material payment and faithful Performance Bond, then this obligation shall be null and vold; and in the event that the Principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the District as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the oblige may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such bid; and said Surety does hereby waive notice of any such extension.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PUBLIC WORKS (for projects Over \$25,000)

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015 Job Walk Date: 10/22/2016 @ 10:00 AM Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

BID BOND

Page 2 of 2

| IN WITNESS WHEREOF, the above bounded parties have executed this 27THday of | , 2015, the name and corporate | | |
|--|--------------------------------|--------|--|
| each corporate party being hereto affixed and those present dully sign oursuant to authority of its governing body. | | | |
| KEC ENGINEERING | |] | |
| (Firm Name – Principal) | | | |
| 200 N. SHERMAN AVENUE | | 1 | |
| CORONA, CA 92892 (Business Address) | Affix Seal | | |
| | Corporation - | | |
| (Original Signature) | | | |
| By Charles Hickman - Construction Manager (Title) | | | |
| | | | |
| LIBERTY MUIUAL INSURANCE COMPANY | | | |
| (Corporation Name - Surety) | | | |
| 790 THE CITY DRIVE SOUTH, SUITE 200 | | · - | |
| ORANGE, CA 92868 (Business Address) | Affix Corporate | • | |
| y allears | Seal | | |
| HARISE EBERHARD (Original Signature) | | | |
| TTORNEY-IN-FACT | | | |
| (Title - Attach Power of Attorney) | | | |

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| validity of that document. | ······································ | |
|---|---|---|
| State of California County ofOrange | |) |
| On October 27, 2015 | before me | Cynthia S. Wozney, Notary Public |
| | | (insert name and title of the officer) |
| subscribed to the within instrumer his/her/their authorized capacity(ic | satisfactory e nt and acknow ອສ໌). and that t | evidence to be the person(s) whose name(s) is/are viedged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument. |
| I certify under PENALTY OF PER paragraph is true and correct. | JURY under 1 | the laws of the State of California that the foregoing |

WITNESS my hand and official seal.

Signature _

(Seal)

CYNTHIA S. WOZNEY
Commission # 2077374

Notary Public - California
Orange County
My Comm. Expires Sep 5, 2018

THIS-POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6930919

American Fire and Casualty Company The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company West American Insurance Company

POWER OF ATTORNEY KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of

| the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation is a corporation duly organized under the laws of the State of Indiana (herein collective). | duly organized under the laws of the State of Massachusetts, and West American Insurance Company elly called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute |
|--|---|
| and appoint, Charise Eberhard; Cynthla S. Wozney; Denise Bennett; | John M. Garrett; Paul A. Bland; Steven C. Mosler |
| | |
| all of the city of Irvine state of CA each individually if the and deliver, for and on its behalf as surety and as its act and deed, any and all under be as binding upon the Companies as if they have been duly signed by the president | ere be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge rtakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall and attested by the secretary of the Companies in their own proper persons. |
| IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an author thereto this 31st day of March 2015 | ized officer or official of the Companies and the corporate seals of the Companies have been affixed |
| 1906 CONTROLL TO 1919 C | American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company By: David M. Carey, Assistant Secretary |
| STATE OF PENNSYLVANIA ss COUNTY OF MONTGOMERY | David M. Carey, Assistant Secretary |
| On this 31st day of March 2015, before me personally appeared Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance execute the foregoing instrument for the purposes therein contained by signing on bel | David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and a Company, and West American Insurance Company, and that he, as such, being authorized so to do, half of the corporations by himself as a duly authorized officer. al seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. Notarial Seal Teresa Pastella, Notary Public |
| OF Ply My C | al seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. Notarial Seal Teresa Pastella, Notary Public |
| This Power of Attorney is made and executed pursuant to and by authority of the following Company, Liberty Mutual Insurance Company, and West American Insurance Company | ng By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance by which resolutions are now in full force and effect reading as follows: |
| to such limitation as the Chairman or the President may prescribe, shall appoint such acknowledge and deliver as surety any and all undertakings, bonds, recognizances and powers of attorney, shall have full power to bind the Corporation by their signature a | n attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, d other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective and execution of any such instruments and to attach thereto the seal of the Corporation. When so led to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under |
| and subject to such limitations as the chairman or the president may prescribe, shall again, acknowledge and deliver as surety any and all undertakings, bonds, recognizar | s. Any officer of the Company authorized for that purpose in writing by the chairman or the president, popoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, nees and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their ture and execution of any such instruments and to attach thereto the seal of the Company. When so ad by the secretary. |
| Certificate of Designation - The President of the Company, acting pursuant to the B fact as may be necessary to act on behalf of the Company to make, execute, seal, an obligations. | ylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in- exhowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety |
| Authorization – By unanimous consent of the Company's Board of Directors, the Com Company, wherever appearing upon a certified copy of any power of attorney issued to the same force and effect as though manually affixed. | pany consents that facsimile or mechanically reproduced signature of any assistant secretary of the by the Company in connection with surety bonds, shall be valid and binding upon the Company with |
| Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and C West American Insurance Company do hereby certify that the original power of attorn Companies, is in full force and effect and has not been revoked. | esualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and ey of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said |
| IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said | Companies this 27TH day of OCTOBER , 20_15 |
| 1906 CO 1919 CO 1912 CO 1919 C | By: Sup Judges Gregory W. Davenport, Assistant Secretary |

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California County of Never du | |
|--|---|
| On 11 3 15 before me, _ | A. Fink-Notany Public (insert name and title of the officer) |
| subscribed to the within instrument and acknowled hits/her/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the | ridence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under the paragraph is true and correct. | e laws of the State of California that the foregoing |
| WITNESS my hand and official seal. | A. FUNK COMM. #1998433 Notary Public - California Riverside Court. My Comm. Expires No. 1 2016 |
| Signature | (Seal) |

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015

Job Walk Date: 10/22/2016 @ 10:00 AM

Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

PAYMENT BOND

Page 1 of 1

| | (Public Work - Civil | Code Section 324 | 7 et seq.) | | | | | |
|--|---|--|------------|------------|--|-------------|-------------|--------|
| The makers of this Bond are | | | a: | s principa | l and Origi | inal C | Contracto | r and |
| | , a corporation, a | | | | | | | |
| Bond is issued in conjunction with t | | | | | | | - | |
| and Riverside County Flood (| Control and Water | Conservation | District, | a publ | c entity, | as | District, | for |
| \$, the total | I amount payable. TH | E AMOUNT OF | THIS BO | ND IS FO | R 100% O | FSA | ID SUM. | Said |
| Contract is for public work generally County of Riverside". | consisting to "Repair | of the San Seva | aine Char | nel Outle | t in the Cit | y of J | Jurupa Va | alley, |
| The beneficiaries of this Bond are as | stated in 8020 of the | Civil Code and | the requir | ements a | nd conditio | ns of | this bon | d are |
| as set forth in Sections 800 through | | | | | | | | |
| performance, change in requirement | | | | | | | | |
| Signed and Sealed this | Day of _ | | , 20 | 15. | | | | |
| | | | | | | | | -1 |
| (Firm) | Name - Principal) | | | | | | | - |
| | | • | | | and the second of the second o | | | . |
| (Bus | iness Address) | | | | Affix Seal | l | | |
| (Basiness / Adicss) | | | | | if Corporatio | n | | |
| (Signature – Attacl | h Notary's Acknowledg | rment) | | | · | | | - |
| By | | | | | | | | |
| | (Title) | | | | | | | - |
| | (| | | | | | | .] |
| | Mart greet was diese bevo spiele diele deur berei dreis beste beien wege werd water diese der Mart deur geste onder Orien dans State State State deur State deur deur deur deur deur deur deur deu | | | | | ==== | ======: | = |
| | | | 7 | | | | | ר |
| | | ! | | | | | | |
| (Corporation | on Name – Surety) | | | | | ·-·· | | - |
| | | | | | Affix | | | |
| (Busin | ness Address) | ************************************** | | : | Corporate | | | |
| Ву | | | 1 | | Seal | | | ł |
| (Origin | nal Signature) | | | | | | *********** | |
| ATTORNEY-IN-FACT | | | | | | | | |
| | h Power of Attorney) | · · · · · · · · · · · · · · · · · · · | | | | | | 1 |

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015

Job Walk Date: 10/22/2016 @ 10:00 AM

Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

PERFORMANCE BOND

Page 1 of 1

| | Page 1 of 1 | |
|--------------------|--|--|
| The makers | s of this Bond, as Principal and | as Surety, are held and firm |
| | Riverside County Flood Control and Water Conservation Distri | • |
| | Dollars \$() for the p | ayment of which sum well and truly to be made |
| we bind our | selves, our heirs, executors, administrator, and successors, joi | ntly and severally, firm by these presents. |
| The condition | on of this obligation is such that whereas the Principal entered | into a certain contract, hereto attached, with th |
| District, date | ed:for; | Now therefore, |
| the Principa | d shall well and truly perform and fulfill all the undertakings, co | ovenants, terms, conditions, and agreements of |
| said Contra | ct during the original term of said Contract and any extension | thereof that may be granted by the District, wit |
| or without n | otice to the Surety, and during the life of any guarantee requi | red under the Contract, and shall also well an |
| truly perforn | n and fulfill all the undertakings, covenants, terms, conditions | and agreements of any and all duly authorize |
| modification | s of said Contract that may thereafter be made, then this obliga | ation to be void, otherwise to remain in full forc |
| and virtue. | Without notice, Surety consents to extension of time for per | rformance, change in requirements, change i |
| compensatio | on or prepayment under said Contract. | |
| Signed and | Sealed thisDay of | _, <u>2015.</u> |
| | | |
| | (Firm Name – Principal) | |
| | | Affix Seal |
| (Business Address) | | if Corporation |
| | (Complete) Allock Made Alders to Astronomical Complete Co | Corporation |
| By | (Signature Attach Notary's Acknowledgment) | |
| | (Title) | |
| L | (Tito) | |
| | | |
| | (Corporation Name – Surety) | |
| | (Los paradion / Lance Country) | |
| | (Business Address) | Affix |
| | (Danieso Audiess) | Corporate Seal |
| Ву | (Original Signature) | |
| | (Original Signature) | |
| ATTORN | IEY-IN-FACT | |
| | (Title - Attach Power of Attorney) | |

Bid Submission Address:

RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above: Request for Quotation FCARC #00109

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APPENDIX A

San Sevaine Channel Outlet Repair Project No. 1-0-00050
Intersection of Bain Street and Limonite Avenue in Jurupa Valley, Riverside County

1. SCOPE OF WORK: The Contractor shall perform any required regrading to access the work site, place rock protection by mechanized means per the details shown on the drawings to stabilize/support the existing concrete encased sheet pile, pressure grout the voids between existing sheet pile and grouted riprap, implement dust control measures during repair, provide the required BMP's shown in the pollution control plans and clean the worksite before final acceptance of the work. Refer to Exhibit A for Overtime Work and Force Account Payment and Exhibit B for Cost Estimate Breakdown.

Please refer to all attachments, Exhibits A & B and the Special Provisions

Notes:

- a. Certified Payroll is required on this project. See Form 116-222 General Conditions-Public Works, over \$25k downloaded on the County of Riverside Purchasing webpage at: www.purchasing.co.riverside.ca.us.
- b. Contractor shall comply with all Federal, State and Local, rules and regulations that in any manner affect the work. Special attention is called, but not limited to, the local environmental ordinances. Ignorance on the part of the bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules and regulations.

2. QUALITY ASSURANCE:

- a. The Contractor shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary craft and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.
- b. The Contractor shall provide new materials consisting of the highest quality and workmanship in every detail.
- c. The Contractor shall be solely and completely responsible for the condition of the premises on which the work is performed, and for the safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours, but shall apply continuously throughout the project.

3. SCHEDULING:

- Work to be performed during regular business hours, Monday Friday 7:00 AM to 4:00 PM.
- b. The Contractor is advised that certain inconveniences may be encountered. Complete cooperation between the Contractor and the onsite District Project Manager as well as the District Project Manager will be necessary to expedite the work with the least amount of interference or delay.
- c. The awarded Contractor is to provide the onsite District Project Manager with a daily schedule of activities so that the necessary arrangements and precautions can be made with the patients in the construction areas.
- d. Upon Notice to Proceed, the project shall be completed within thirty (30) calendar days, unless otherwise specified in writing and accepted by the District Project Manager.

Bid Submission Address:

RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above: Request for Quotation FCARC #00109

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4. SAFETY AND SPECIAL REQUIREMENTS:

a. The successful Contractor will be required to provide the names and driver license numbers of all employees who will be working in this facility to allow the District to conduct a local background check.

5. CLEAN-UP:

a. Please refer to the Special Provisions regarding site clean-up and pollution control.

6. WARRANTIES:

- a. All warranty work shall be completed within two (2) weeks of written notice by the County.
- b. Workmanship: A one-year unconditional warranty shall be in effect from the Contractor.

7. INSURANCE:

7.1 Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the *Riverside County Flood Control and Water Conservation District, County of Riverside, City of Jurupa Valley, Jurupa Community Services District and their respective directors, officers, members, managers, agents, representatives, personnel and employees (and any other as identified by the contract documents) are named as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.*

Bid Submission Address:

RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above: Request for Quotation FCARC #00109

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C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the Riverside County Flood Control and Water Conservation District, County of Riverside, City of Jurupa Valley, Jurupa Community Services District and their respective directors, officers, members, managers, agents, representatives, personnel and employees (and any other as identified by the contract documents) are named as Additional Insureds.

D. General Insurance Provisions - All lines:

- Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager. Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501

Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above: Request for Quotation FCARC #00109

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- 4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or selfinsured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- 6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- 8) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

REQUIRED ENDORSEMENTS / WAIVERS

- ADDITIONAL INSURED ENDORSEMENT ALL POLICIES (General Liability, Automobile Liability, Workers Compensation and if applicable Professional Liability).
- WAIVER OF SUBROGATION Workers Compensation
- WAIVER OF RIGHT TO RECOVER: (General Liability, Automobile Liability.)
- ENDORSMENT FOR: THIRTY (30) DAY WRITTEN NOTICE SHALL BE GIVEN TO THE DISTRICT PRIOR TO ANY MATERIAL MODIFICATION, CANCELLATION, EXPIRATION, OR REDUCTION IN COVERAGE OF SUCH INSURANCE.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| which this certificate is attached, and not the truthfulne | ss, accuracy, or validity of that document. |
|---|---|
| State of California | |
| County of Riverside | |
| | |
| On October 30, 2015 before me, Karen | Ann Villarreal, Notary Public , Notary Public |
| | (Here insert name and title of the officer) |
| personally appeared Greg D. C | Quiring |
| the within instrument and acknowledged to me the capacity (ixs), and that by his/har/thar signature which the person acted, executed the instrument | idence to be the person(x) whose name(x) is/axe subscribed to hat he/spe/they executed the same in his/her/their authorized on the instrument the person(x), or the entity upon behalf of it. he laws of the State of California that the foregoing paragraph |
| WITNESS my hand and official seal. **Waren General Villament** Signature of Notary Public** | KARÉN AMN VILLARREAL Commission # 2004148 Notary Public - California Riverside County My Comm. Expires Feb 13, 2017 (Notary Seal) |
| ADDITIONAL O | PTIONAL INFORMATION |
| DESCRIPTION OF THE ATTACHED DOCUMENT Non-Collusion Affidavit (Title or description of attached document) RCFC-San Sevaine Channel Outlet Repair (Title or description of attached document continued) | INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required. |
| Number of Pages 1 Document Date 10/30/15 | State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. |
| (Additional information) | The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of |
| CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer President (Title) | Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they,- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. |
| ☐ Partner(s) | Signature of the notary public must match the signature on file with the office of |

- Indicate title or type of attached document, number of pages and date.
 Indicate the capacity claimed by the signer. If the claimed capacity is a
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

acknowledgment is not misused or attached to a different document.

Additional information is not required but could help to ensure this

• Securely attach this document to the signed document

the county clerk.

☐ Attorney-in-Fact

☐ Trustee(s)

Other_

Bid Submission Address: RCFC & WCD 1995 Market Street Riverside, CA 92501 Telephone: (951) 955-4348 Return bid to address above:

Request for Quotation FCARC #00109

Bid Issue Date: 10/20/2015

Job Walk Date: 10/22/2016 @ 10:00 AM

Bid Closing Date: 11/05/2015 on or before 1:30 P.M. Pacific Time

BID BOND

Page 1 of 2

| KNOWN TO ALL PERSONS BY THESE PRESENTS, | that we the undersigned KIP, Incorporated | , as |
|--|---|-------------|
| Principals; and The Ohio Casualty Insurance Company | , as Surety, are hereby held and firmly bound | d unto the |
| Riverside County Flood Control and Water Conservation | on District , hereinafter called the "District", in t | the sum of |
| Ten percent of the total amount of the bid- Dollars (\$ 10%- |) for payment of such sum, well and | truly to be |
| made, do hereby jointly and severally bind ourselves | s, our heirs, executors, administrators, succe | ssors and |
| assignees. | | |

WHEREAS, the said Principal is herewith submitting its quote to Repair the San Sevaine Channel Outlet in the City of Jurupa Valley, County of Riverside.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said quote and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required labor and material payment and faithful Performance Bond, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the District as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the oblige may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such bid; and said Surety does hereby waive notice of any such extension.

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BID BOND

| c 27th day of October | , 2015, the name and corporate s |
|---|---|
| ch corporate party being hereto affixed and those present du suant to authority of its governing body. | lly signed by its undersigned represent |
| KIP, Incorporated (Firm Name – Principal) | |
| 25740 Washington Avenue, Murrieta, CA 92562 (Business Address) (Original Signature) | Affix Seal if Corporation |
| President (Title) | |
| The Ohio Casualty Insurance Company (Corporation Name – Surety) | |
| 1001 4th Ave., #1700, Seattle, WA 98154 (Business Address) o Ama Greig | Affix Corporate Seal |
| ORNEY-IN-FACT (Title – Attach Power of Attorney) | |

| | | | ACKNOWLEDO | SMENT BY SURE | ΞΤΥ | |
|--------------|--------------------------|---------------|--------------------|----------------------------|---|---------------------------------|
| STATE OF | Washington | | - } ss. | | | |
| County of _ | Clark | | .) | | | |
| On this | 27th | day of | October | | 2015 | , before me personally |
| | oAnna Greig | | | | , known to, me | e to be the Attorney-in-Fact of |
| The Ohio Cas | sualty Insurance Compa | ny | | | | , the corporation |
| nat executed | the within instrumen | t, and acknow | wledged to me that | such corporation ex | recuted the same. | , , , , , , , , , , , , , , , , |
| | ertificate first above v | vincen. | | | via M. L | |
| | initiale instabove v | Title. | | Notary Publ County of C | ic in the State of V | Vashington gton |
| | | Title. | | Notary Publ County of C | ic in the State of V Clark Notary Public State of Washing Lisa M Burnhan | Vashington gton |

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6849847

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bonnie Riddle; Janice A. Lewton; JoAnna Greig; Robert W. Lagler

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge all of the city of VANCOUVER , state of WA and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed day of __January thereto this 27th 2015

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

residual value guarantees.

letter of credit,

loan, l

rate or

Not valid for mortgage, note, currency rate, interest rate or

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

American Fire and Casualty Company

David M. Carey, Assistant Secretary

2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and On this 27th day of January Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. St. St.

COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresz Pastella, Notary Public Plymouth Two., Monigomery County My Commission Expires March 28, 2017 Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed oursuant to and by suthority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys in-fact, as may be necessary to act in behalf of the Company to make, execute seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

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







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