

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



ITEM: 11.1  
(ID # 12616)

**MEETING DATE:**  
Tuesday, July 14, 2020

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approve Plans and Specifications for Sinkhole Repair in the Area of Calimesa Boulevard in the City of Calimesa; and Receive and File the Construction Agreement with Hillcrest Contracting, Project No. 5-0-00165, CEQA Exempt, District 5. [\$305,195 Total Cost – District Zone 5 Funds 100%]

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

1. Find that the award of the contract and the subsequent sinkhole repair project (Project) are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines Sections 15301 and 15061(b)(3);
2. Approve the Plans and Specifications and Contract Documents for the Project;
3. Receive and file the Construction Agreement between the Riverside County Flood Control and Water Conservation District (District) and Hillcrest Contracting, Inc. for the emergency roadway repairs as authorized by Public Contract Code Section 22050 and Resolution No. F94-39;
4. Ratify the use of District funds in the amount of \$305,195 for the emergency repair of Calimesa Boulevard;
5. Authorize the Chairwoman of the Board of Supervisors of the District to execute the Construction Agreement on behalf of the District; and
6. Direct the Clerk of the Board to return three (3) copies of the executed contract documents to the District.

**ACTION: Policy**


  
Bob Cullen, Assistant Chief Engineer 7/1/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: July 14, 2020  
xc: Flood

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$305,195	\$0	\$305,195	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Professional Services 25150-947480-525440 – Zone 5 Const/Maint/Misc.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 20/21	

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

**BACKGROUND:**

**Summary**

A series of sinkholes have appeared along Calimesa Boulevard between Avenue K and Avenue L which appear to be following the trench line of the District's storm drain. The District has agreed to perform the necessary repairs, however, it will be observing during construction to determine if there is another cause of failure, such as local utility leaks. The repair plan is to excavate the sinkhole located on Calimesa Boulevard at two (2) locations between Station 19+45 and Station 20+65 and between Station 29+95 and Station 30+35 in the city of Calimesa.

The District's General Manager-Chief Engineer authorized the repair work, a Request for Bid #FCARC-00160 was posted online on March 6, 2020 and an invitation for bid was emailed to 22 firms on March 6, 2020. Due to the impact of the COVID-19 Virus, only two (2) firms participated in the mandatory preliminary bid meeting on March 12, 2020, and one (1) firm supplied a responsive bid on March 31, 2020.

Due to the continuous use of the roadway and the volume of traffic resulting in constant live loads, the sinkholes have continued to worsen. A temporary asphalt patch was placed in the roadway on May 14, 2020 to help stabilize the area as well as reduce the impacts on motor vehicles. Due to the City of Calimesa's need to continue to use this roadway and concern for safety, the District moved forward under its emergency authority to get the repair started.

**CEQA**

Pursuant to CEQA, the Project was reviewed by the District and determined to be categorically exempt pursuant to Section 15301 of the State CEQA Guidelines. Section 15301 exempts the repair and/or maintenance of existing public facilities involving negligible or no expansion of existing or former use. The sinkhole repair is located in an existing road and will not involve an expansion of the existing use of the roadway once it has been repaired. Therefore, the activity is considered to be consistent with the allowable maintenance activities outlined in Section 15301.

Additionally, the Project is consistent with Section 15061(b)(3), the "Common Sense" exemption". The State CEQA Guidelines provide this exemption based on the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment.

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With certainty, there is no possibility that the proposed project will have a significant effect on the environment.

**Impact on Residents and Businesses**

The impacted area of Calimesa Boulevard and Avenue L, Calimesa, has caused higher volume of traffic delays and concerned citizens calling into the City of Calimesa Public Works Office lodging complaints, concern for safety and requests that the repair be made without further delay.

**Additional Fiscal Information**

Sufficient funds are available in the District's FY 2020/2021 Zone 5 budget to cover the cost of the repair.

**Contract History and Price Reasonableness**

The contractor and estimated cost for the repair are listed below:

<u>Project</u>	<u>Contractor</u>	<u>NTE Cost</u>
Calimesa Sink Hole Repair	Hillcrest Contracting, Inc.	\$305,195

**ATTACHMENTS (if any, in this order):**

1. Signed Agreement
2. Vicinity Map

P8\231191  
KRG:rlp

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst      7/7/2020

  
\_\_\_\_\_  
Gregory H. Priamos, Director County Counsel      7/1/2020

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

**Bid Submission Address:**

Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501  
**951.955.4348**

**Return bid to address above.**

**Request for Bids # FCARC-00160**

Bid Issue Date: 03/06/2020  
Mandatory Pre-Bid Meeting: 03/12/2020  
Bid Closing Date: 03/31/2020  
on or before 1:30 p.m. PST

**AGREEMENT**

Page 1 of 2

THIS AGREEMENT, entered into this 8th day of May, 2020, by and between Hillcrest Contracting Inc., hereinafter called the "Contractor," and the Riverside County Flood Control and Water Conservation District, hereinafter called "District."

The parties mutually agree as follows:

CONTRACT DOCUMENTS: The complete contract includes all of the Contract Documents which are intended to be complimentary.

The Contract Documents include: Notice Inviting Bids; Instructions to Bidders; Bid Form; the Request for Bids ("RFB"), including Attachment A and Attachment B, any addenda or other documents attached to or incorporated into the RFB; this Agreement; all project bonds; all applicable plans, specifications and drawings; and approved change orders.

STATEMENT OF WORK: The Contractor agrees to furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete Sinkhole Repair Calimesa Blvd. and Avenue L, Calimesa, in strict accordance with all of the Contract Documents.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order from the County and shall be completed within twenty (20) working days following the date specified in Districts written order.

COMPENSATION TO BE PAID TO CONTRACTOR: The District agrees to pay and the Contractor agrees to accept in full consideration for the performance of all the work the sum of;

NOT TO EXCEED THREE HUNDRED FIVE THOUSAND ONE HUNDRED AND NINETY-FIVE DOLLARS  
\$305,195.00

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 require 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."

JUL 14 2020 11.1

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**AGREEMENT FORM**


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

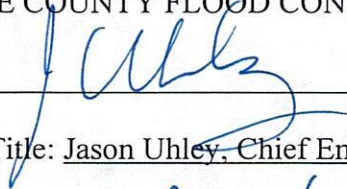
Contractor's legal type of organization: **CORPORATION**

List names of all persons who have authority to bind the Contractor

**AGREED:**

Firm Name:	HILLCREST CONTRACTING INC.		
Address:	1467 Circle City Dr. Corona CA 92879		
Contractor's License No.	471664 Classification A	Expires: 4/30/21	
DIR Registration No:	1000006056	Expires: 6/30/2021	
Signature:			Date: 5/27/20
Name and Title:	Glenn J. Salisbury, President		

RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT.

Signature:  \_\_\_\_\_

Name and Title: Jason Uhley, Chief Engineer- General Manager

Date: 6/25/2020

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By Karen S. Spiegel

KAREN SPIEGEL, Chairwoman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

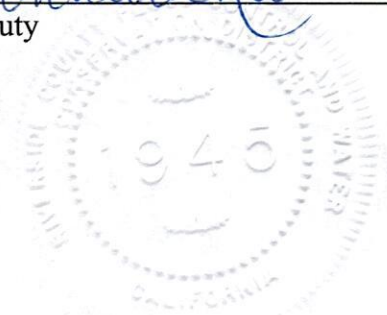
GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By Synthia M. Gunzel  
SYNTHIA M. GUNZEL  
Chief Deputy County Counsel

By Miscella Rios  
Deputy

(SEAL)





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

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1995 Market Street  
Riverside, CA  
(951) 955-1200  
Return bid to address above:

**Request for Bids # FCARC-00160**  
Buyer: Marilyn Weisenberg  
Bid Issue Date: 03/06/2020  
Job Walk Date: 03/12/2020  
Bid Closing Date: 03/31/2020  
on or before 1:30 P.M. Pacific Time

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These prices include all applicable taxes, permits, licenses, insurance and bond costs, and all other costs incidental or related to the work.

The following percentage information must also be provided for the Base Bid (though it will not be used in awarding the contract):

Labor: 22 % Materials: 44 % Other: 34 % All three must total 100%.

**PAYMENT TERMS**

**PAYMENT** The lump sum contract price for Mobilization shall constitute full compensation for all labor, materials, equipment and all other items necessary and incidental to completion of this item of work.

If prompt payment discount offered (for example, 1% Net 15), please describe: \_\_\_\_\_

**LIQUIDATED DAMAGES** - It is agreed that time is of the essence for completion of this work. Therefore, the parties agree the awarded bidder (Contractor) shall pay to the District, as fixed and liquidated damages and not as penalty, a dollar sum in the amount of \$300.00 per day for each calendar day beyond the allowed time stated in the Contract Documents after which the work is completed.

**TIME FOR COMPLETION** - The work shall be commenced on a date to be specified in a written order from the District and shall be completed within twenty (20) working days following the date specified in District's written order.



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**BID FORM**  
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**DESIGNATION OF SUBCONTRACTORS**

In compliance with Section 4104 of the California Public Contract Code, the following is a complete list of each subcontractor who will perform work or labor or render service in or about the project in the amount in excess of 1/2 of 1% of the total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LICENSE AND D.I.R. NUMBERS</u>	<u>% AMOUNT</u>
Striping	J's Striping 1544 Vineyard	538211	1%
	ONTARIO 91761	DIR 100000 6912	

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**BID FORM**  
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**AWARD OF CONTRACT**

The bidder understands that a contract is formed upon the acceptance of its bid by the District. The bidder agrees it will promptly execute and deliver to District the Agreement together with the required Payment and Performance Bonds and insurance documents.

**BID GUARANTEE**

The enclosed certified or cashier's check or bid bond on the provided form, made payable to the District in the amount of ten percent (10%) of the total bid, is hereby given as a guarantee that the bidder will execute and deliver the Agreement and required bonds if awarded the contract. In the event that the bidder 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.

Name of Bidder: HILLCREST CONTRACTING, INC.

Type of Organization: CORPORATION

Signature: 

Name and Title: GLENN J. SALSURY, PRESIDENT

Address of Bidder: 1467 CIRCLE CITY DR. CORONA, CA 92879

Telephone No.: 951-273-9600

Email: HUGH@HILLCRESTCONTRACTING.COM

Contractor's License No.: 471664

Classification: A HAZ

Expires: 4/30/21

DIR Registration No.: 1000006056

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**BID FORM**  
Page 5 of 5

**TO BE SUBMITTED WITH BID**  
**NON-COLLUSION DECLARATION**  
(Public Contract Code Section 7106)

The undersigned declares:

I am the PRESIDENT of HILLCREST CONTRACTING, INC. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

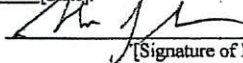
All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted its bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/31/20 [date], at CORONA [city],

CA

[State]



[Signature of Declarant]

GLENN J. SALSBUY

[Printed Name of Person Signing]

HILLCREST CONTRACTING, INC.

[Name of Bidder]

PRESIDENT

[Office or Title]

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**PERFORMANCE BOND**

Page 1 of 3

(Public Work – Public Contract Code Section 20129 (b))

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") on MAY  
8TH, 2020, has awarded Construction Contract Number: \_\_\_\_\_ ("Contract") to the undersigned \_\_\_\_\_  
HILLCREST CONTRACTING, INC., as Principal ("Principal") to perform the work ("Work") for the following  
project; Sinkhole Repair Calimesa Blvd. and Avenue L, Calimesa, which Contract is by this reference hereby incorporated  
herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish  
a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and FIDELITY AND DEPOSIT  
COMPANY OF MARYLAND ("Surety"), an admitted surety  
insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto District in the penal sum of \_\_\_\_\_  
THREE HUNDRED FIVE THOUSAND ONE HUNDRED NINETY-FIVE & 00/100 Dollars

(\$305,195.00), this amount being not less than one hundred percent (100%) of the total sum payable by District  
under the Contract at the time the Contract is awarded by District to the Principal, lawful money of the United States of America,  
for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

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

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
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**PERFORMANCE BOND**

Page 2 of 3

Whenever Principal shall be, and is declared by District to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by District or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by District as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by District under the Contract and any modifications thereto, less the amount previously paid by District to the Principal and less amounts that District is authorized to withhold under the terms of the Contract.

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

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

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

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

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

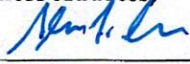
Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing District's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

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**PERFORMANCE BOND**  
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HILLCREST CONTRACTING, INC.  
(Firm Name – Principal)  
1467 CIRCLE CITY DR.  
CORONA, CA 92879  
  
(Business Address)  
By   
(Original Signature)  
**Glenn J. Salsbury-President**  
(Title)

Affix Seal if Corporation



FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
(Corporation Name – Surety)  
C/O ZURICH NORTH AMERICA  
1299 ZURICH WAY  
SCHAUMBURG, IL 60196  
(Business Address)  
By   
(Signature – Attached Notary's Acknowledgment)  
  
SPENCER FLAKE  
ATTORNEY-IN-FACT  
(Title-Attach Power of Attorney)

Affix Corporate Seal



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

# CALIFORNIA ALL-PURPOSE 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 Orange }

On 05/22/2020 before me, Erin Sherwood, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Spencer Flake

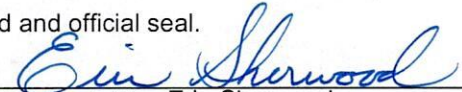
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

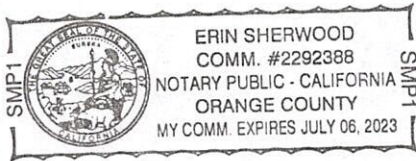
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature



Signature of Notary Public Erin Sherwood



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

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

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

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# 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 }

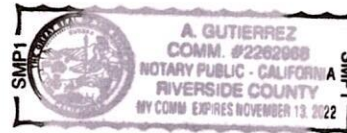
On May 27, 2020 before me, A. Gutierrez, Notary Public,  
(Here insert name and title of the officer)

personally appeared Glenn J. Salsbury,  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
 \_\_\_\_\_  
 Notary Public Signature (Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

Bidders Bond  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages        Document Date       

### CAPACITY CLAIMED BY THE SIGNER

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- 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.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
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  - ❖ 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 with a staple.



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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles L. FLAKE, David L. CULBERTSON, Lexie SHERWOOD and Spencer FLAKE, all of Anaheim, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of June, A.D. 2019.



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 7th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



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

**Bid Submission Address:**  
Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501  
**951.955.4348**  
**Return bid to address above.**

**Request for Bids # FCARC-00160**  
  
Bid Issue Date: 03/06/2020  
Mandatory Pre-Bid Meeting: 03/12/2020  
Bid Closing Date: 03/31/2020  
on or before 1:30 p.m. PST

**PAYMENT BOND**

Page 2 of 2

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

HILLCREST CONTRACTING, INC.

(Firm Name – Principal)

1467 CIRCLE CITY DR.

CORONA, CA 92879

(Business Address)

By 

(Original Signature)

**Glenn J. Salsbury-President**

(Title)

**Affix Seal if Corporation**



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Corporation Name – Surety)

C/O ZURICH NORTH AMERICA

1299 ZURICH WAY

SCHAUMBURG, IL 60196

(Business Address)

By 

(Signature – Attached Notary's Acknowledgment)

SPENCER FLAKE

**ATTORNEY-IN-FACT**

(Title-Attach Power of Attorney)

**Affix Corporate Seal**



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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

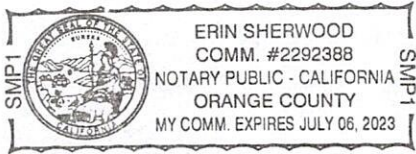
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On 05/22/2020 before me, Erin Sherwood, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Spencer Flake  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature Erin Sherwood  
Signature of Notary Public Erin Sherwood

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

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

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

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

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
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**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# 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 May 27, 2020 before me, A. Gutierrez, Notary Public,  
(Here insert name and title of the officer)

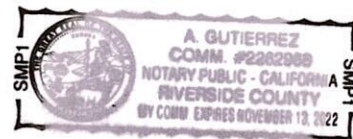
personally appeared Glenn J. Salsbury,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

Bidders Bond  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

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

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- \_\_\_\_\_ (Title)
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**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles L. FLAKE, David L. CULBERTSON, Lexie SHERWOOD and Spencer FLAKE, all of Anaheim, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of June, A.D. 2019.



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 7th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

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

---

**Bid Submission Address:**  
Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501  
**951.955.4348**  
**Return bid to address above.**

**Request for Bids # FCARC-00160**  
  
Bid Issue Date: 03/06/2020  
Mandatory Pre-Bid Meeting: 03/12/2020  
Bid Closing Date: 03/31/2020  
on or before 1:30 p.m. PST

---

**ATTACHMENT A  
SUBSIDENCE REPAIR  
SINKHOLE REPAIR CALIMESA BLVD. AND AVENUE L, CALIMESA**

**STATEMENT OF WORK AND SPECIFICATIONS**

The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision necessary to complete the repair of a sinkhole located on Calimesa Blvd and Avenue L, Calimesa. The Repair will begin at STA 19+45 and end at STA 30+50.

1. Sawcut 11.0 ft. wide centered over storm drain and remove asphalt concrete in conformance with Section 300-1.3.2A of the SSPWC.
2. Excavate trench as directed by Engineer until acceptable compaction is encountered as determined by Engineer or to top of pipe and backfill with Controlled Low Strength Material (CLSM).
3. Backfill with CLSM.
4. Place 0.5 ft Type II B2-PG64-10 hot mix asphalt over 0.5 ft Class II Base.
5. Grind existing pavement to 0.1" depth and pave with Type III C3-PG64-10 hot mix asphalt.
6. Protect existing utilities in place.
7. All stable edges of existing pavement being joined and surface being overlaid shall receive a tack coat of asphalt emulsion.
8. Dust abatement: Contractor shall implement dust control measures necessary to prevent harm and nuisance from dust.

**Additional requirements:**

- Contractor must perform all work in strict accordance with all applicable federal, state and local building codes and requirements to ensure the project meets District design, intent and performance requirements.
- Contractor shall comply with all federal, state and local rules and regulations that in any manner affect the work. Special attention is called to, 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.
- All work to be performed during regular business hours.
- Certified payroll is required on this project. See Form 116-222 Public Works General Conditions.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Labor Code section 1771.1, any contractor bidding or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, must be currently registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded without proof of current registration, to perform public works.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
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**ATTACHMENT B**  
**SPECIAL PROVISIONS AND DETAILED SPECIFICATIONS**

**SPECIAL PROVISIONS**

**SECTION 1 - PROTECTION OF EXISTING UTILITIES**

1.1 General - All existing underground utility lines, power poles and overhead wiring shall be protected in place at all times, except as noted otherwise on the plans. Any damage to utilities caused by the Contractor's operation shall be repaired or replaced at the Contractor's expense.

Prior to the commencement of any construction activities, the Contractor shall contact all utility companies and local municipalities servicing the project area to review as-built utility drawings and determine appropriate means of protecting utilities.

At the discretion of the Engineer, the Contractor may be required to verify by potholing the location of potentially affected utilities.

**SECTION 2 – SPECIAL REQUIREMENTS**

2.1 Liability Insurance - The Contractor's attention is directed to Section 8.02, Insurance - Indemnification/Hold Harmless/Defend, of the General Provisions. The City of Calimesa shall also be named as additional insured with the liability insurance coverage required to be maintained by the Contractor.

2.2 Encroachment Permits -

City of Calimesa - The Contractor is required to obtain an encroachment permit from the City of Calimesa for work within city right of way. The Contractor/Subcontractors must obtain and pay for City Business License prior to starting any work. A copy of the encroachment permit shall be provided to the Engineer prior to commencement of work.

2.3 Heavy Equipment Working Hours - Heavy construction equipment shall be allowed to work from 7:00 a.m. to 3:30 p.m. each normal working day (Monday through Friday), unless otherwise approved by the Engineer.

2.4 Survey Crew - The Contractor shall notify the Engineer in writing at least 48 hours prior to new construction staking.

Survey Crews will be available Monday through Thursday from 7:00 a.m. to 3:30 p.m., with a half-hour off for lunch. If the Contractor requires the Survey Crew to work beyond the specified time mentioned above, it shall be considered as overtime and shall be paid by the Contractor at 1.5 times the Survey Crew's hourly rates.



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
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---

DETAILED SPECIFICATIONS

SECTION 3 - MOBILIZATION

3.1 Description - The contract item Mobilization shall consist of expenditures for all preparatory work and operations, including but not limited to, those costs necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings, construction yards and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site as well as the related demobilization costs anticipated at the completion of the project. Included under contract item Mobilization are all costs incurred under the Special Provisions.

3.2 Payment - The lump sum contract price for Mobilization shall constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completion of this item of work.

The deletion of work or the addition of extra work as provided for herein shall not affect the price paid for Mobilization.

SECTION 4 - WATER CONTROL

4.1 Description - This section covers the contract item Water Control. Watersheds and/or urban runoff areas are tributary to the project site at various locations, but do not necessarily follow the alignment of the project under current conditions. Surface water in varying quantities can be expected at any time of the year, and substantial runoff can be expected during periods of rainfall. All bidders shall make their own determination regarding what the surface and/or groundwater conditions will be at the time of construction, and their impact on the bidder's operations and construction phasing.

4.2 Water Control - The contract item Water Control includes the control and/or diversion of surface runoff as well as groundwater within the work area as required to complete the work. All work shall be carried on in areas free of water. Care should be exercised so that runoff or diversion flows do not erode, undermine or otherwise damage either facilities which have been constructed or adjacent private properties. The responsibility for the protection of all existing and proposed improvements lies with the Contractor.

4.3 Measurement and Payment - The methods of controlling both surface and groundwater will be the responsibility of the Contractor. The contract lump sum price paid for Water Control shall include full compensation for all direct and indirect costs incurred under this section, and for doing all the work involved in controlling surface runoff and groundwater within the construction area, as specified in these Detailed Specifications, and as directed by the Engineer.

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
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SECTION 5 - TRAFFIC CONTROL

5.1 Description - The contract item Traffic Control shall include preparation of traffic control plans, labor, flagmen, lights, barricades, signs, materials, temporary bridges and equipment necessary to ensure that the vehicular and pedestrian traffic conforms to requirements as set forth in this section.

5.2 Notification of Agencies - The Contractor shall notify the following agencies a minimum of 48 hours in advance of start of any street work and inform them of the proposed construction schedule and provide any additional pertinent information they may request:

Riverside County Sheriff's Department	951.922.7100
City of Calimesa Public Works	909.795.9801
Southern California Edison	909.307.6767
The Gas Company	909.335.7716
United States Postal Service	909.795.8124
Yucaipa Valley Water District	909.797.5118
South Mesa Water Company	909.795.2401
Underground Service Alert	800.227.2600

The Contractor is not relieved of his responsibility of notifying the various departments and agencies mentioned above, even if their telephone numbers may have changed without notice.

The above-agencies shall also be advised by the Contractor of any major change in the construction schedule that could restrict pedestrian or vehicular traffic.

5.3 Public Convenience and Access - The Contractor shall so conduct his operation as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public and shall provide continuous access to all private property. Additional provisions shall be made as necessary to protect the public and accommodate traffic with a minimum of inconvenience.

Closures or partial closures of the traveled way implemented by the Contractor shall be related to actual work being performed at the time. Closures shall not be maintained if work is not being performed. If the existing closure is not essential to the type of work being performed at the time, the traveled way shall immediately be restored to a safe condition for public use.

5.4 Construction Signs and Traffic Control Plans - All construction signs, barricades, delineators, etc., shall conform with the U.S. Department of Transportation, Federal Highway Administration, "Manual on Uniform

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Traffic Control Devices for Streets and Highways (MUTCD), Part 6, latest edition", and the MUTCD California Supplement, Part 6 along with the Uniform Sign Chart as shown on the drawing.

5.5 Flaggers - All personnel utilized as flaggers must be trained in the proper fundamentals of flagging and signaling.

5.6 Striping and Pavement Marking - Temporary and permanent striping shall be performed by the Contractor at his expense as directed by the Engineer. The Contractor shall restore the permanent striping immediately after resurfacing of the streets is completed. The Contractor shall notify the City of Calimesa Public Works Department, Telephone: 909.795.7801 ext. 235 at least 48 hours prior to restriping.

All temporary traffic striping and pavement markings shall conform to Section 84 of the Caltrans Specifications and shall be acceptable to the Riverside County Transportation Department.

All final pavement markings such as arrows, "STOP", "ONLY", reflectors, etc., shall be replaced by the Contractor with high intensity paint and thermoplastic. Thermoplastic crosswalk, traffic stripes and pavement markings shall conform to the provisions in Section 84-1, "General" and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings" of the Caltrans Specifications and these Detailed Specifications.

5.7 Payment - The contract lump sum price paid for Traffic Control shall include full compensation for all material and labor costs incurred under this section.

**SECTION 6 - EARTHWORK**

6.1 Description - This section covers the contract items Excavation; and Controlled Low Strength Material (CLSM).

6.2 General Excavation Requirements - Pipe Excavation shall be in conformance with Section 306 of the Greenbook Specifications. Trench access ladders shall be in conformance with Section 306-3.6 and the manner of shoring and bracing shall be in conformance with Section 306-4 of the Greenbook Specifications.

The Contractor shall dispose of all surplus excavated material outside of the limits of the construction easements and permanent rights of way.

6.3 Excavation (0 to 4 foot depth) - The contract item Excavation (0 to 4 foot depth) covers the removal of all material including asphalt, asphalt grinding, aggregate base, abandoned pipelines and concrete from within the excavation paylines as specified and as shown on the drawings, up to 4-feet deep.

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6.4 Excavation (depths greater than 4-feet) - The contract item Excavation (depths greater than 4-feet) covers the removal of all material including asphalt, asphalt grinding, aggregate base, abandoned pipelines and concrete from within the excavation paylines beyond 4-foot depth as directed by the Engineer.

6.5 General Backfill Requirements - Whenever fill is specified Controlled Low Strength Material (CLSM) shall be used.

6.6 Controlled Low Strength Material (CLSM) - Controlled Low Strength Material (CLSM) placement for backfill shall be used when directed by the Engineer. CLSM shall conform to Section 201-6 of the Greenbook Specifications and shall have a compressive strength between 50 and 100 psi. Controlled Low Strength Material (CLSM) flow characteristics shall be determined by the producer to meet job site conditions and shall be approved by the Engineer.

6.7 Measurement - Excavation and Controlled Low Strength Material (CLSM) beyond the limits established by the drawings, unless ordered in writing by the Engineer, will not be measured for payment.

The excavated material shall be measured from the ground surface existing at the start of excavation, to the lines, grades and dimensions shown on the drawings. Longitudinal limits of the excavations as shown on the profile drawings terminate at a vertical plane at the limits of the structure, measured along the longitudinal axis of the various structures.

Measurement for payment for the contract item Controlled Low Strength Material (CLSM) will be the number of cubic yards of material placed in final position as specified and within the limits of the payment lines as shown on the drawings. The longitudinal limits for CLSM shall terminate at a vertical plane at the limits of the pipe or structure, measured along the longitudinal axis of the various pipe or structures. Volume occupied by structures, aggregate base, asphalt concrete and other features for which a separate payment is made will be deducted from the gross volume.

6.8 Payment - The contract prices paid for Excavation and Controlled Low Strength Material (CLSM) shall include full compensation for all costs incurred under this section.

**SECTION 7 - TRENCH SAFETY SYSTEM**

7.1 Description - This section covers the contract item Trench Safety System. This item is defined as a method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of adjacent structures. Trench safety systems include support systems, sloping and benching systems, shield systems and other systems that will provide necessary protection. The item includes the furnishing and implementation of the safety system as required by Section 306-4 of the Greenbook Specifications or as directed by the Engineer.

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7.2 Trench Safety System - Excavation for any trench five (5) feet or more in depth shall not begin until the Contractor has provided to the Engineer, a detailed plan for worker protection from the hazards of caving ground during the excavation of the trench. The plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection including any design calculations done in the preparation of the plan. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the California Department of Industrial Relations, Division of Occupational Safety and Health Administration (Cal-OSHA). The plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and the plan and design calculations shall be submitted for review at least two (2) weeks before the Contractor intends to begin trenching operations.

All safety plans shall reflect surcharge loadings imparted to the side of the trench by equipment and stored materials. Surcharge loads shall be monitored to verify that such loads do not exceed the design assumptions for the system.

The contractor shall provide a minimum 12" lap of steel plate on each side of trench to assure no slipping of plates or collapsing of trench wall. Where 12" lap cannot be met, engineering design is required and shall be approved by the City Engineer. Steel plate must fit snug with recessed area and installed to operate with minimum noise.

The Contractor should not assume that only one type of trench safety system such as a shield or "trench box" will be adequate for all trenching situations encountered on a given project. The Contractor should be prepared with alternative safety system designs (such as solid sheeting) should construction circumstances dictate the use of such.

Trench safety system designs for support systems, shield systems or other protective systems whether drawn from manufacturers' data, other tabulated data or designed for this particular project must be signed by a Civil Engineer registered in the State of California prior to submittal to the District for review. A shoring plan for the specific use of a shield shall be prepared. Catalogs or engineering data for a product should be identified in the plan as supporting data. All specific items or applicable conditions must be outlined on the submittal.

The State of California Department of Transportation "Trenching and Shoring Manual" will be used as a guide for plan review and approval.

If failure should occur during the bonded period, the contractor will be notified of such deficiencies and allowed to remove, replace, or remedy his work. Upon failure of the contractor to promptly comply and under order of the City Engineer, trench failures shall be remedied, removed, replaced by the City at contractor sole expense.

Also included in this item is the fencing and barricading of the open trench as required for the safety of pedestrians and vehicular traffic as directed by the Engineer.

7.3 Measurement and Payment - The contract price paid for the item Trench Safety System shall include full compensation for all costs incurred under this section.

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SECTION 8 - FLEXIBLE PAVEMENT CONSTRUCTION

8.1 Description - This section covers the contract items Aggregate Base, Class 2; and Hot Mix Asphalt (HMA).

8.2 Aggregate Base, Class 2 - The contract item Aggregate Base, Class 2 includes furnishing and placing such material as indicated on the drawings. Aggregate Base, Class 2 shall be clean and free from roots, organic material and other deleterious substances, and be of such character that when wet it will compact to form a firm stable base. Material and placing shall be in accordance with Section 26 of the Caltrans Specifications using ¾-inch maximum size.

The aggregate base shall also have a sand equivalent value of not less than 35 when tested in conformance with California Test Method 217.

The aggregate base material shall be spread as specified in Sections 26-1.03A and 26-1.03C of the Caltrans Specifications. The aggregate base material shall be compacted as specified in Section 26-1.03D of the Caltrans Specifications.

8.3 Hot Mix Asphalt (HMA) - The contract item Hot Mix Asphalt (HMA) covers the furnishing and installation of HMA necessary for the repair and resurfacing of streets damaged or removed due to construction operations, or as otherwise specified on the plans, including all aggregate, asphalt binder, prime coat, and tack coat/paint binder as specified herein, exclusive of any excavation or pavement grinding.

8.4 Temporary Resurfacing - A minimum of 2-inch thickness of temporary Hot Mix Asphalt paving shall be placed within the trench area by the end of each workday, until permanent repair is completed. The temporary paving shall be placed and compacted in such a manner as to provide a safe and smooth traveled surface, flush with the surrounding pavement. The Contractor shall maintain the temporary pavement in a safe and smooth condition until permanent paving is in place. Temporary steel plates may be installed with the approval of the Public Works Inspector.

8.5 Measurement - The measurement for payment of the contract item Aggregate Base, Class 2 will be the number of cubic yards placed to the lines, grades and dimensions shown on the drawings. **No allowance will be made for aggregate base placed outside said dimensions unless otherwise ordered by the Engineer.**

Measurement for payment of the contract item Hot Mix Asphalt (HMA) will be the number of tons placed to the lines, grades and dimensions shown on the drawings. The HMA pay quantity shall be determined by using a conversion factor of 144 pounds per cubic foot for all HMA placed within standard paylines. No measurement for payment will be made for asphalt emulsions, including asphalt binder, HMA prime coat, HMA tack coat/paint binder required for this portion of the work, all costs for these items shall be included in the price paid for HMA.

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**No allowance will be made for HMA placed outside said dimensions unless otherwise ordered by the Engineer.**

8.6 Payment - The contract prices paid for Aggregate Base, Class 2; and Hot Mix Asphalt (HMA)-shall include full compensation for all costs incurred under this section.

SECTION 9 - DUST ABATEMENT

9.1 Description - This section covers the implementation of dust control measures necessary to prevent harm and nuisance from dust. Supplementing Section 8.06 of the General Provisions, the Contractor shall comply with all the provisions of the South Coast Air Quality Management District (SCAQMD) Rule 403 as described in Appendix "A".

9.2 Dust Abatement - The contract item Dust Abatement includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work included in this contract. The Rule 403 Implementation Handbook published by the SCAQMD contains a detailed listing of reasonably available dust control measures and is available for inspection at the District office.

Water must be sprayed during excavation to help control windblown fine material such as soil, concrete dust and paint chips. The amount of water must be controlled so that runoff from the site does not occur, yet dust controlled is achieved. Use water from a water truck or contact the City of Calimesa Public Works to get a Hydrant meter for water usage.

9.3 Payment - The contract lump sum price paid for Dust Abatement shall include full compensation for all direct and indirect costs incurred under this section.

SECTION 10 – STORMWATER AND NON-STORMWATER POLLUTION CONTROL

10.1 Description - The contract items Stormwater and Non-Stormwater Pollution Control; and Non-Stormwater Discharge or Dewatering shall include preparing, obtaining approval of, amending and implementing Contractor's Pollution Prevention Plan (PPP). The PPP shall identify site specific Best Management Practices (BMPs) to be implemented during and after construction to minimize the potential pollution of stormwater runoff and receiving waters. The identified BMPs shall be practices designed to minimize or eliminate the discharge of pollutants from the construction site and Contractor's construction activities, including, but not limited to:

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1. Good housekeeping practices for solid and sanitary/septic waste management, vehicle and equipment cleaning/maintenance, and material handling and storage.
2. Construction procedures such as stabilized construction access points, scheduling/phasing to minimize areas of soil disturbance, soil stabilization and erosion/sediment control.

The PPP shall also stipulate an ongoing program for monitoring and maintenance of all BMPs.

10.2 General Requirements – Stormwater and Non-Stormwater Pollution Control work shall conform to the requirements in the latest version of Caltrans Storm Water Quality Handbooks, entitled "**Construction Site Best Management Practices (BMPs) Manual**" and "**Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual**". Copies of the "Construction Site BMPs Manual" and "SWPPP and WPCP Preparation Manual", hereafter referred to collectively as the "Caltrans Handbooks", may be obtained from the California Department of Transportation Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California, 95815-3800. Telephone: (916) 445-3520. Copies of the Caltrans Handbooks can also be downloaded from the Caltrans internet site at <http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>. In addition, copies of the Caltrans Handbooks are available for review at the District's office.

**In the event the District incurs any Administrative Civil Liability or Mandatory Minimum Penalty (fine) imposed by the California Regional Water Quality Control Board, as a result of Contractor's failure to fully implement the provisions of this section and permit requirements, "Stormwater and Non-Stormwater Pollution Control", the Engineer may, in the exercise of his sole judgment and discretion, withhold from payments otherwise due Contractor a sufficient amount to cover the Civil Liability. Liability for "Negligent Violations" may be in an amount up to \$50,000 per day per deemed occurrence while "Knowing Violations" can result in fines as high as \$250,000 and imprisonment.**

The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section, "Stormwater and Non-Stormwater Pollution Control", including but not limited to, compliance with the applicable provisions of the Caltrans Handbooks, and Federal, State, and local regulations. For the purpose of this paragraph, costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the District or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.

The Contractor shall become fully informed of and comply with the applicable provisions of the Caltrans Handbooks, and Federal, State and local regulations that govern the Contractor's activities and operation pertaining to both stormwater and non-stormwater discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall, at all times, keep copies of the approved PPP and all amendments at the project site. The PPP shall be made available upon request of a representative of the SWRCB, CRWQCB, United States Environmental Protection Agency (USEPA) or local stormwater management agency. Requests by the public shall be directed to the Engineer.



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The Contractor is solely and exclusively responsible for any arrangements made between the Contractor and other property owners or entities that result in disturbance of areas or construction activities being conducted outside the limits of the designated rights of way and temporary construction easements as shown on the project drawings.

10.3 Pollution Prevention Plan Preparation and Approval - The Contractor shall prepare and obtain approval of the PPP as part of the Stormwater and Non-Stormwater Pollution Control work for this contract. The Contractor shall prepare the PPP in accordance with Section 3, "Preparing a Water Pollution Control Program (WPCP)", of the Caltrans Storm Water Quality Handbooks, entitled "**Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual**" and these Detailed Specifications.

**In case of conflict between the Caltrans Handbooks and these Detailed Specifications, the Detailed Specifications shall govern.**

PPP - For the convenience of the Contractor and to expedite the PPP preparation and approval, a "90%" PPP template has been prepared by the District. This PPP template has been tailored to the referenced project and can be downloaded from [http://rcflood.org/Documents/PPP\\_Template\\_Calimesa\\_Repair.pdf](http://rcflood.org/Documents/PPP_Template_Calimesa_Repair.pdf). Winning bidder will be provided a Word document of the "90%" PPP template to amend. The Contractor shall review and amend this PPP template based on the construction schedule and work plan proposed by the Contractor. The Contractor shall then submit a PPP certified by the Contractor's QSD which conforms to Section 29.3 for District review and approval.

Within five (5) working days after the award of the contract, the Contractor shall submit two (2) copies of the PPP to the Engineer for review and approval. The Contractor shall allow ten (10) working days for the Engineer to review the PPP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the PPP within three (3) working days of receipt of the Engineer's comments and shall allow ten (10) working days for the Engineer to review the revisions. The Contractor shall submit four (4) hard copies and one (1) pdf copy of the approved PPP to the Engineer prior to the pre-construction meeting. **The Contractor must have an approved PPP prior to the pre-construction meeting.**

The objectives of the PPP shall be to identify all pollution sources associated with Contractor's construction activities that may adversely affect the quality of stormwater discharges and receiving waters; to identify all non-stormwater discharges; to identify, construct, implement and maintain water pollution control best management practices, hereafter referred to as "BMPs"; to reduce to the maximum extent practicable pollutants in both stormwater and authorized non-stormwater discharges from the construction site during construction; and to develop a maintenance schedule for BMPs after construction is completed under this contract.

The PPP shall incorporate BMPs in each of the following categories:

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1. Soil stabilization practices;
  2. Sediment control practices;
  3. Sediment tracking control practices;
  4. Wind erosion control practices; and
  5. Non-stormwater management, and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of BMPs are contained in the Caltrans Handbooks. The Contractor shall consider the objectives and minimum requirements presented in the Caltrans Handbooks for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate one or more of the listed minimum BMPs required into the PPP and implement them on the project to meet the pollution control objectives for the category. In addition, the Contractor shall consider other BMPs presented in the Caltrans Handbooks to supplement the minimum BMPs required when necessary to meet the objectives of the PPP. The Contractor shall document the selection process in accordance with the procedure specified in the Caltrans Handbooks.

The Contractor shall not assume that the minimum BMPs required for each category presented in the Caltrans Handbooks are adequate to meet the pollution control objectives. The Contractor may use other effective BMPs, as approved by the Engineer, in addition to the minimum BMPs required in the Caltrans Handbooks to achieve the pollution control objectives.

The PPP shall include all of the following items in the order given below:

1. Title Page;
2. Table of Contents;
3. Project Description and Contractor's Certification;
4. Project Information;
5. Pollution Sources and BMPs;
6. Water Pollution Control Drawings;
7. A copy of the Amendments, if any;
8. Amendment Log;
9. Maintenance, Inspection, and Repair Program;
10. Inspection Log;
11. Construction Site Inspection Checklist;
12. Current Inventory of BMP related materials; and
13. Mobilization Plan for BMP deployment.

The following notes (or notes of substantially similar intent) that address pollution prevention to the Maximum Extent Practicable during the construction phase of a project on a year-round basis need to be placed on the Stormwater and Non-Stormwater Pollution Control Drawings:

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- ◆ Erosion control BMPs shall be implemented and maintained to minimize and/or prevent the entrainment of soil in runoff from disturbed soil areas on construction sites.
- ◆ Sediment control BMPs shall be implemented and maintained to prevent and/or minimize the transport of soil from the construction site.
- ◆ Stockpiles of soil shall be properly contained to eliminate or reduce sediment transport from the site to streets, drainage facilities or adjacent properties via runoff, vehicle tracking or wind.
- ◆ Appropriate BMPs for construction-related materials, wastes, spills or residues shall be implemented to eliminate or reduce transport from the site to streets, drainage facilities or adjoining properties by wind or runoff.
- ◆ Runoff from equipment and vehicle washing shall be contained at construction sites and must not be discharged to receiving waters or the local storm drain system. Washwaters or rinsate from ready mix, concrete, or cement vehicles must be handled appropriately and may not be discharged to receiving waters or the storm drain system.
- ◆ All construction contractor and subcontractor personnel are to be made aware of the required best management practices and good housekeeping measures for the project site and any associated construction staging areas.
- ◆ At the end of each day of construction activity all construction debris and waste materials shall be collected and properly disposed in trash or recycle bins.
- ◆ Construction sites shall be maintained in such a condition that a storm does not carry wastes or pollutants off the site. Discharges other than stormwater (non-stormwater discharges) are prohibited, except as authorized by an individual NPDES permit, the State-wide General Permit for Storm Water Discharges Associated with Construction Activity. Potential pollutants include but are not limited to: solid or liquid chemical spills; wastes from paints, stains, sealants, solvents, detergents, glues, lime, pesticides, herbicides, fertilizers, wood preservatives and asbestos fibers; paint flakes or stucco fragments; fuels, oils, lubricants and hydraulic, radiator or battery fluids; concrete and related cutting or curing residues; floatable wastes; wastes from engine/equipment steam cleaning or chemical degreasing; wastes from street cleaning; and super-chlorinated potable water from line flushing and testing. During construction, disposal of such materials should occur in a specified and controlled temporary area onsite physically separated from potential stormwater runoff, with ultimate disposal in accordance with local, State and Federal requirements.
- ◆ Discharging contaminated groundwater produced by dewatering groundwater that has infiltrated into the construction site is prohibited. Discharging of contaminated soils via surface erosion is also prohibited.
- ◆ The Contractor is required to notify and obtain approval from the District ten (10) days prior to any non-stormwater discharge or dewatering associated with Contractor's construction activities.
- ◆ Construction sites shall be managed to minimize the exposure time of disturbed soil areas through phasing and scheduling of grading to the extent feasible and the use of temporary and permanent soil stabilization.
- ◆ BMPs shall be maintained at all times. In addition, BMPs shall be inspected prior to predicted storm events and following storm events.

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10.4 Pollution Prevention Plan Amendments - The Contractor shall prepare amendments to the PPP, both graphically and in narrative form, whenever there is a change in Contractor's construction activities or operations which may result in the discharge of pollutants to surface waters, groundwaters, municipal storm drain systems or when deemed necessary by the Engineer. The Contractor shall also amend the PPP if it is not effectively achieving the objectives of reducing pollutants in stormwater discharges. Amendments shall show additional BMPs or revisions to Contractor's construction activities or operations (including any construction activities in areas not included in the initially approved PPP) which are required on the project to effectively control water pollution.

Amendments to the PPP shall be submitted for review and approval by the Engineer in the same manner specified for the initial approval of the PPP. The Contractor shall date and attach all approved amendments to the PPP. Upon approval of the amendment, the Contractor shall implement the additional BMPs, revised construction activities or operations as described therein.

10.5 Pollution Prevention Plan Implementation - Upon approval of the PPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the BMPs included in the PPP and any amendments thereto and for removing and disposing of temporary BMPs. Unless otherwise directed by the Engineer or specified in these Detailed Specifications, the Contractor's responsibility for PPP implementation and maintenance shall continue throughout any temporary suspension of work ordered by the Engineer. Requirements for installation, construction, inspection, maintenance, removal and disposal of BMPs are specified in the Caltrans Handbooks and these Detailed Specifications. The Contractor shall implement the PPP in accordance with the Caltrans Handbooks and these Detailed Specifications.

**The Engineer may order the suspension of construction operations if the Contractor fails to comply with the requirements of this section, "Stormwater and Non-Stormwater Pollution Control", as determined by the Engineer.**

- a. **Stormwater Pollution Control - The Contractor shall implement soil stabilization practices and sediment control BMPs, including minimum requirements as presented in the Caltrans Handbooks, on all disturbed areas of the project site during the rainy season, although undefined shall be August 1<sup>st</sup> - October 1<sup>st</sup> and November 1<sup>st</sup> - May 1<sup>st</sup>, which is consistent with Caltrans' definition of the rainy season for the eastern desert region.**

Implementation of soil stabilization practices and sediment control BMPs for soil-disturbed areas, including but not limited to, rough graded access roads, slopes, channel inverts, operational inlets and outlets of the project site shall be completed no later than ten (10) calendar days prior to the start of the winter season or upon start of applicable Contractor's construction activities for projects which begin either during or within ten (10) calendar days

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of the winter season.

The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control BMPs to protect soil-disturbed areas of the project site by maintaining an adequate quantity of soil stabilization and sediment control materials onsite to protect exposed, soil-disturbed areas and a detailed plan for the mobilization of sufficient labor and equipment to fully deploy the required BMPs prior to the onset of precipitation and for the duration of the project.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control BMPs. The Contractor shall monitor the weather forecast on a daily basis. The National Weather Service forecast shall be used or an alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbing activities are expected to be discontinued for a period of fifteen (15) calendar days or more. Areas that will become non-active either during the winter season or within ten (10) calendar days thereof shall be fully protected with soil stabilization practices such as covering with mulch, temporary seeding, fiber rolls, blankets, etc. within ten (10) calendar days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur. Areas that will become non-active either during the winter season or within ten (10) calendar days thereof shall be fully protected with sediment control BMPs within ten (10) calendar days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

- b. Non-Stormwater Pollution Control - **The Contractor shall implement, year-round and throughout the duration of the project, BMPs included in the PPP for sediment tracking, wind erosion, non-stormwater management, and waste management and disposal.**
  
- c. Inspections and Reporting - The Contractor shall regularly inspect the construction site for BMPs identified in the PPP to ensure the proper implementation and functioning of BMPs. The Contractor shall identify corrective actions and time frames to address any deficient BMPs or reinitiate any BMPs that have been discontinued.

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**Request for Bids # FCARC-00160**

Bid Issue Date: 03/06/2020  
Mandatory Pre-Bid Meeting: 03/12/2020  
Bid Closing Date: 03/31/2020  
on or before 1:30 p.m. PST

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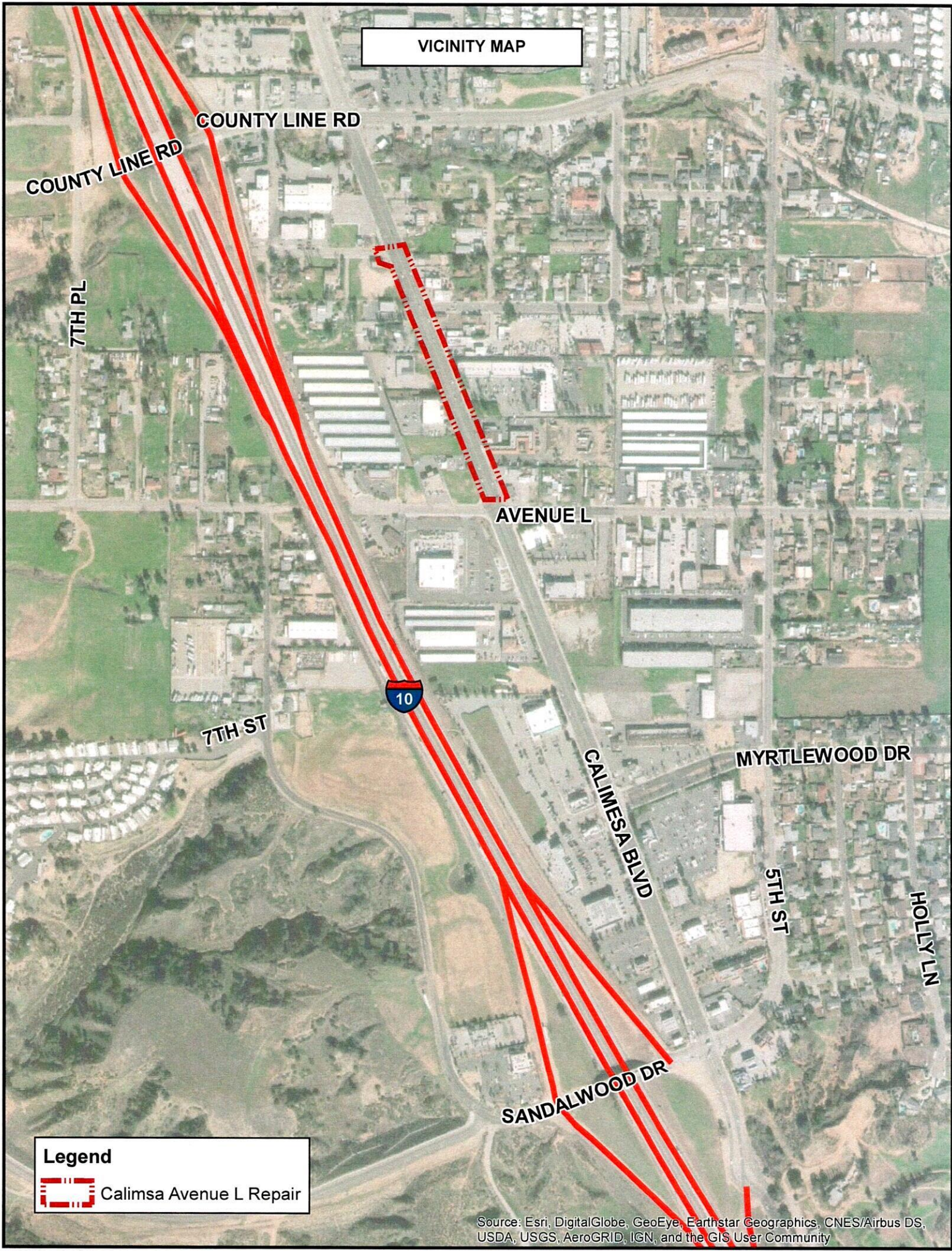
At a minimum, the Contractor shall inspect the construction site as follows:

1. Prior to a forecast storm;
2. After any precipitation which causes runoff capable of carrying sediment from the construction site;
3. At 24 hour intervals during extended precipitation events; and
4. At a regular interval of once every 2 weeks.

The construction site inspection checklist provided in the Caltrans Handbooks shall be used to ensure that the necessary BMPs are being properly implemented and are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

- d. Maintenance – The Contractor shall maintain construction site BMPs identified in the PPP to ensure the proper implementation and functioning of BMPs. If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the District.
- e. Training – The Contractor shall describe the types of training that the Contractor's BMP inspection, maintenance and repair personnel have received or will receive that is directly related to stormwater pollution prevention.

VICINITY MAP



COUNTY LINE RD

COUNTY LINE RD

7TH PL

AVENUE L



7TH ST

CALIMESA BLVD

MYRTLEWOOD DR

5TH ST

HOLLY LN

SANDALWOOD DR

Legend



Calimesa Avenue L Repair