

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



**ITEM: 11.9**  
(ID # 22211)

**MEETING DATE:**  
Tuesday, June 27, 2023

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Review and Determine There is a Need to Continue the Winter 2023 Storms Emergency Actions; Receive and File the Report of the Winter 2023 Storms Emergency Actions; Receive and File the Emergency Work Agreement Between the Riverside County Flood Control and Water Conservation District and O'Duffy Bros., Inc. for Emergency Contract Work for Calimesa – Avenue L Storm Drain (Project No. 5-0-00165), CEQA Exempt, All Districts. [\$1,900,000 Total Cost – District Funds 100%] (4/5 Vote Required)

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

1. Find that the Winter 2023 Storms Emergency Actions ("Emergency Actions") are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301, Existing Facilities, and Section 15269(b)(c), Emergency Projects;

**ACTION: 4/5 Vote Required, Policy**

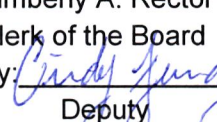
  
Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 6/14/2023

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, 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 Gutierrez  
Nays: None  
Absent: None  
Date: June 27, 2023  
xc: Flood

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

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

2. Review and determine there is a need to continue the Emergency Actions;
3. Receive and file the report of the Emergency Actions taken without solicitation of bids, as authorized by California Public Contract Code Section 22050 and Resolution No. F94-39;
4. Receive and file the Emergency Work Agreement between the Riverside County Flood Control and Water Conservation District ("District") and O'Duffy Bros., Inc. for emergency contract work for Calimesa – Avenue L Storm Drain (Project No. 5-0-00165) without solicitation of bids, as authorized by California Public Contract Code Section 22050 and Resolution No. F94-39; and
5. Authorize the use of District funds in the amount of \$1,900,000 for the Emergency Actions.

<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>	\$1,900,000	\$0	\$1,900,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b>			<b>Budget Adjustment: No</b>	
District Funds - 100% (See Additional Fiscal Information)			<b>For Fiscal Year: 22/23</b>	

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

**BACKGROUND:**

**Summary**

In the event of an emergency, California Public Contract Code Section 22050 and the District's Resolution No. F94-39, adopted by the District's Board of Supervisors ("Board") on November 22, 1994 (Agenda Item No. 9.4), delegates to the District's General Manager-Chief Engineer the authority to repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes without giving notice for bids to get contracts.

This item requires a 4/5th vote of the District's Board pursuant to California Public Contracts Code § 22050(c)(1). The statute applies to contracts that are awarded without bids in the case of an emergency and requires the District's Board to review the emergency action every fourteen days and determine by a 4/5th vote that there is a need to continue the action.

A series of recent winter storms ("Winter Storms") impacted the County of Riverside, bringing unforeseen and unprecedented snow and rainfall that caused damage to critical infrastructure and delivering an imminent threat to life, property and the environment. Pursuant to Riverside County Ordinance 533.6, on March 30, 2023, the County of Riverside Director of Emergency Services found that conditions of extreme peril to the safety of persons and property had arisen in Riverside County and proclaimed that a "Local Emergency" exists in Riverside County. On

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

April 4, 2023 (Agenda Item No. 3.29), the Riverside County Board of Supervisors adopted Resolution No. 2023-092 ratifying the proclamation of "Local Emergency" in Riverside County.

Following the Winter Storms, the District has identified facilities throughout Riverside County that have been damaged and that require immediate repair, restoration and protection measures to prevent or reduce significant damage to the surrounding properties and communities. Left unrepaired, these facilities could result in a critical threat to life and property when rain occurs. With subsequent storms forecasted and potential flooding from the melting snowpack, the District's General Manager-Chief Engineer found that the emergency would not permit a delay in the implementation of the Emergency Actions resulting from a competitive solicitation for bids in accordance with California Contract Code Section 22050 and the District's Resolution No. F94-39.

On April 18, 2023 (Agenda Item No. 11.5); May 2, 2023 (Agenda Item No. 11.2); May 9, 2023 (Agenda Item No. 11.3); May 23, 2023 (Agenda Item No. 11.4) and June 6, 2023 (Agenda Item No. 11.6), the District's Board made motions to (i) review and determine that emergency conditions continue and there is a need to continue the Emergency Actions, (ii) receive and file the Emergency Actions, (iii) receive and file the Emergency Work Agreements and (iv) authorize the use of District funds for the Emergency Actions. It is requested that the District's Board review and determine that emergency conditions continue and there is a need to continue the Emergency Actions.

**Emergency Actions**

To help with the District's emergency efforts, the District has taken the following Emergency Action(s):

- Continued to engage contractors to help implement the emergency repair, restoration and protection measures needed for the impacted facilities. These facilities include, but are not limited to, San Jacinto River Interim Levee, Murrieta Creek Channel and Palm Canyon Wash (Above Bogert Trail), Sedco Master Drainage Plan - Lines D and D-1, Corona Drains East Ontario Ave Storm Drain, Stage 1 and Calimesa – Avenue L Storm Drain.
- Entered into an emergency work agreement with O'Duffy Bros., Inc. to help implement emergency repair measures in the city of Calimesa.

O'Duffy Bros., Inc. was engaged on an emergency basis to protect existing District facilities in the city of Calimesa by (i) providing site preparation services, (ii) shoring, if needed, (iii) excavation and hauling and legally disposing material offsite, (iv) transporting, (v) grading and backfill/compacting soil, (vi) placing controlled low-strength material, paving asphalt concrete, securing encroachment permit with the City of Calimesa and complying with its conditions, (vii) installing any necessary interim protection barriers and (viii) conducting repair work to District's facility(ies) in the road rights of ways, as directed by the District.

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

Total costs associated with these Emergency Actions are \$1,900,000. In this action, the District is requesting Board approval for authorization to use District funds for these necessary costs.

**Prev. Agn. Ref.:** 9.4 of 11/22/94  
 MT#21633 11.5 of 04/18/23  
 MT#21682 11.2 of 05/02/23  
 MT#21741 11.3 of 05/09/23  
 MT#21823 11.4 of 05/23/23  
 MT#21949 11.6 of 06/06/23

**Environmental Findings**

Based on the review of the proposed Emergency Actions, the District finds that the work is exempt pursuant to Section 15301 for "Existing Facilities" and Sections 15269(b) and (c) for "Emergency Projects" of the CEQA Guidelines. The emergency protection work is associated with existing flood control facilities and does not include expansion of the facilities. The proposed emergency work meets the conditions described in Sections 15269(b) and (c) for specific actions necessary to prevent or mitigate an emergency and to maintain essential flood control services.

**Impact on Residents and Businesses**

The impacted facilities have left the adjacent properties, residents and communities vulnerable to damage from flooding and/or erosion during future storms, which could result in a critical threat to life and property. In the event of a storm or increased runoff from the melting snowpack, the surrounding communities may be negatively impacted if these emergency measures are not taken to restore and protect the facilities.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

A summary of the Emergency Actions and costs are listed below:

<u>Contractor/Vendor Name</u>	<u>Emergency Action Description</u>	<u>Estimated Costs</u>
O'Duffy Bros., Inc.	Emergency repair measures	\$1,900,000
<b>TOTAL</b>		<b>\$1,900,000</b>

The District budgets for flood emergencies and/or unexpected contingencies to minimize risks to life and property. Sufficient funds are available in the District's Zone 5 budget for Fiscal Year 2022-2023.

**SOURCE OF FUNDS: (Continued)**

- 25150-947480-525440 Professional Services – Zone 5

**ATTACHMENTS:**

- Vicinity Maps

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

- Emergency Work Agreement with O'Duffy Bros. Inc., Bonds and Insurance Documents
- Certificate of Liability Insurance

RMG:bad:rlp  
P8/251418

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst      6/20/2023

  
\_\_\_\_\_  
Kristine Bell-Valdez, Supervising Deputy County Counsel      6/14/2023

EMERGENCY WORK AGREEMENT  
SINK HOLE REPAIRS  
Calimesa – Avenue L Storm Drain, Stage 2  
Project No. 5-0-00165

This Emergency Work Agreement ("Agreement"), dated as of \_\_\_\_\_, 2023, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), and O'Duffy Bros., Inc., a California corporation ("CONTRACTOR"). DISTRICT and CONTRACTOR individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto hereby agree as follows:

1. CONTRACTOR shall furnish all labor, materials, tools, equipment, transportation and services necessary to perform and complete in a workmanlike manner, in strict conformance with this Agreement and within one (1) calendar day after receipt of a written Notice to Proceed from DISTRICT, for the protection of existing DISTRICT facility(ies) and in accordance with the Scope of Work, as specified in Attachment "A", attached hereto and incorporated herein, and as needed, implementing other emergency work as directed by DISTRICT in the city of Calimesa.

2. CONTRACTOR shall obtain all necessary licenses and permits as may be necessary for said work. Sufficient evidence of having secured such licenses and permits shall be furnished to DISTRICT by CONTRACTOR.

3. CONTRACTOR hereby warrants that it is in possession of a valid, current, active Class "A" Contractor's License issued by the State of California in good standing and shall maintain said license throughout the period of the work.

4. PAYMENT

A. Except as such equipment, labor and/or materials and corresponding rate(s) as may be otherwise approved in writing by DISTRICT prior to

commencing work, all work as directed by DISTRICT will be paid for on a force account basis as set forth in Section 9-1.04 of the Standard Specifications of the State of California, Department of Transportation, 2018 edition as amended, hereinafter called "State Standard Specifications".

- i. Commencing on the execution of this Agreement, the markup rate in Section 9-1.04, "Force Account," of the State Standard Specifications that is added to the direct costs of labor is the agreed upon rate of twenty-four percent (24%).
- B. The labor surcharge percentage and equipment rental rates will be based on the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates which is in effect on the date upon which the work is accomplished. A copy of said Labor Surcharge and Equipment Rental Rates is on file at the District Office and is hereby incorporated herein in its entirety, and can be found at <https://dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge>.
- C. All invoices shall itemize all charges to conform with the agreed upon equipment, labor and material rates as set forth in Section 9-1.04 of the State Standard Specifications.
- D. Except as otherwise specifically provided herein, CONTRACTOR shall not be eligible for any payment whatsoever other than for the actual time usage and materials delivered, as approved by DISTRICT, of the equipment, labor and materials as set forth in Section 9-1.04 of the State Standard

Specifications, or such equipment, labor and/or materials and corresponding rate(s) as may be otherwise approved in writing by DISTRICT prior to commencing work.

- i. Commencing on the execution of this Agreement, the markup rate that is added any subcontractor work, will be billed to DISTRICT at the agreed upon rate of fifteen percent (15%).
  - ii. Commencing on the execution of this Agreement, the markup rate that is added to the direct costs of material used (which includes delivery fees, hauling and soil disposal) and the direct costs of equipment rental is the agreed upon rate of fifteen percent (15%).
- E. DISTRICT payments to CONTRACTOR shall be made within twenty-one (21) days after receipt of corresponding DISTRICT approved invoices from CONTRACTOR.
- F. Total payments by DISTRICT to CONTRACTOR for work performed under this Agreement shall not exceed the agreed upon sum of One Million Nine Hundred Thousand Dollars (\$1,900,000) unless a written amendment to this Agreement is executed by both Parties prior to performance of additional work.

5. DISTRICT shall perform all survey and construction staking work as needed for CONTRACTOR to perform the work as specified herein.

6. Time shall be of the essence of this Agreement. CONTRACTOR shall commence the work within one (1) day after receipt of a written Notice to Proceed from DISTRICT and shall complete the work within the time hereinabove specified, subject only to delays beyond the control



of CONTRACTOR, provided that for good cause DISTRICT may temporarily interrupt the work and may also extend the time of completion. DISTRICT shall have the right to occupy the premises where the work is to be done during the period of restoration, which shall not be deemed as an acceptance of any part of the work. CONTRACTOR agrees to coordinate the work with any other work being done concurrently on the premises and to cooperate with DISTRICT and other contractors or workers concerned. If CONTRACTOR, without legal cause, should fail to prosecute the work diligently, DISTRICT may terminate this Agreement and finish the work, after providing two (2) days written notice to CONTRACTOR.

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

contract." CONTRACTOR and its subcontractors shall comply with the provisions of Section 1777.5 of the California Labor Code regarding apprentices.

Pursuant to Labor Code Section 1771.1, any Contractor and subcontractors to be listed on public work construction contract are subject to Public Contract Code Section 4104 and shall not be eligible unless currently registered with the Department of Industrial Relations and qualified to perform public works pursuant to Labor Code Section 1725.5. No Contractor or subcontractor may be awarded a public works project or enter into a contract without proof of current registration to perform public works.

General prevailing rate of per diem wages and general prevailing rate of per diem wages for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed for execution of contracts under the jurisdiction of District have been obtained by the District's Board of Supervisors from the Director of Industrial Relations of the State of California for the area where the work is to be done. The said determinations are on file in the principal office of the District and will be made available to any interested person upon request.

THIS PROJECT IS SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded prime CONTRACTOR shall post job site notices, including a copy of the prevailing rate of per diem wages determinations made by the Director for the Department of Industrial Relations and other notices prescribed by regulations and comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1773.2, 1774, 1775, 1776 and 1777.5. CONTRACTOR shall furnish the records specified in Labor Code Section 1776, including, but limited to, the certified payroll records, directly to the Labor Commissioner for the

Department of Industrial Relations. CONTRACTOR shall post at the job site during the course of the work a copy of DISTRICT's "Determination of Prevailing Wage Rates", copies of said Determination are available from DISTRICT for this purpose and at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

8. CONTRACTOR shall obtain and maintain insurance in accordance to General Provisions Section 8.02.

9. Precaution shall be exercised at all times for the protection of persons, including employees and property. The safety provisions of applicable laws and building and construction codes shall be observed. CONTRACTOR shall maintain sufficient safeguards, such as railing, temporary walks, lights, etc., against the occurrence of accidents, injuries, damage or hurt to any person or property and shall also be responsible for the same if such should occur.

10. Reference to and/or incorporation into this Agreement of a particular law, statute, ordinance, rule or regulation is not, nor is it intended to be, a definitive statement of the law applicable to this Agreement and the accomplishment of the work. CONTRACTOR must keep informed as to all such applicable federal, state, local law, etc. as it affects the conduct of the work and comply with such law, including, but not limited to, having requisite licenses, obtaining necessary permits, paying necessary fees and taxes, posting notices and installing, operating and maintaining safety precautions and facilities. It is likewise CONTRACTOR's responsibility to ensure that its subcontractors also fully comply with such applicable law.

11. All materials used in the work, unless otherwise specified, shall be new, of the types and grades specified, and CONTRACTOR shall, if requested by DISTRICT, furnish evidence satisfactory to DISTRICT that such is the case. All workmanship shall be of the best quality and all workmen shall be suitably skilled in the work which they perform.

12. No materials or supplies for the work shall be purchased by CONTRACTOR or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that it has good title to all materials and supplies for which it accepts partial payment.

13. Neither the final certificate, final payment or any provision in this Agreement shall relieve CONTRACTOR of responsibility for faulty materials or workmanship, and CONTRACTOR shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which may appear or be discovered up to one year after recording of the Notice of Completion. DISTRICT shall give notice of observed defects with reasonable promptness, and CONTRACTOR shall proceed to remedy such defects immediately upon receiving such notification.

14. Except as specified in Section 4, no extra work shall be performed and no increase in or addition to the contract price shall be made without prior written agreement of the Parties. Failure to obtain such prior written agreement may result in CONTRACTOR not receiving any additional payment for such extra work.

15. This Agreement shall include the Instruction to Contractors (Emergency Work) and the General Provisions and the documents referenced therein, attached hereto and by this reference incorporated herein, which constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the Parties herein. Neither this Agreement nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of DISTRICT. The contract documents ("Contract Documents") for this project are:

- a. This Emergency Work Agreement;

- b. Instructions To Contractors (Emergency Work), including Statement of Licensure, Iran Contracting Act Certification, Compliance with Economic Sanctions Certification, Performance Bond, Payment Bond and Workers' Compensation Contractor Certificate;
- c. General Provisions;
- d. Plans and Specifications;
- e. Appendices and any other documents included in or incorporated into the Contract Documents; and
- f. Orders, Instructions, Drawings and Plans issued by District during the course of the work in accordance with the provisions of the Contract Documents.

16. Any and all notices sent or required to be sent to either Party shall be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Chief of Operations and Maintenance	O'DUFFY BROS., INC. 29254 Duffy Street Romoland, CA 92585 Attn: Nick Duffy
---	---

17. CONTRACTOR shall have and must pass down to any subcontractors the obligations to indemnify, hold harmless and defend the Indemnified Parties as further provided in Section 8.02 in the General Provisions of the Contract Documents.

18. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

Any legal action in law or in equity related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in the County of Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the Parties shall be obligated to attend a mediation session with a neutral mediator or try to resolve the dispute.

19. Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT to exact, full and complete compliance with any term of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT from enforcement hereof.

20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument.

//

**[SIGNATURES ON FOLLOWING PAGE]**

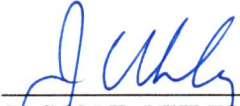
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

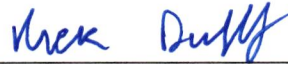
6/12/2023.

(to be filled in by General Manager-Chief Engineer)

**"DISTRICT"**  
**RIVERSIDE COUNTY FLOOD CONTROL**  
**AND WATER CONSERVATION DISTRICT,**  
a body corporate and politic

**"CONTRACTOR"**  
**O'DUFFY BROS., INC.,**  
a California corporation

By:   
JASON E. UHLEY  
General Manager-Chief Engineer

By:   
Name: NICK DUFFY  
Title: V.P.

APPROVED AS TO FORM:  
MINH C. TRAN  
County Counsel

The following information must be provided concerning the CONTRACTOR:

33-0902694

Employer State Tax ID #  
776934

Contractor's License #  
A, B, C-8

Contractor's License Classification  
1000012167

DIR Registration #

By:   
KRISTINE BELL-VALDEZ  
Supervising Deputy County Counsel

Emergency Work Agreement  
Sink Hole Repairs  
Calimesa – Avenue L Storm Drain, Stage 2  
Project No. 5-0-00165  
05/22/23  
AMR:ju

**CALIFORNIA JURAT**

GOVERNMENT CODE § 8202



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

Subscribed and sworn to (~~or affirmed~~) before me on this 29 day of MAY, 2023, by  
Date Month Year



(1) Nicholas D. Duffy

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

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

Signature MGB  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

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

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





## ATTACHMENT A

# Avenue L Emergency Sinkhole Repair Scope of Work

The Avenue L Emergency Sinkhole Repair scope of work should include but is not limited to the following:

1. Sawcut existing AC pavement per the attached drawings and legally dispose offsite.
2. Excavate 4' below AC final grades to evaluate the condition of the soil and continue to excavate in 4' increments per the direction of the District inspector to identify the source of the issue.
3. Use appropriate type of shoring to protect adjacent utilities in place and to support the walls of the trench excavation.
4. Backfill trench with CLSM to compacted base section of road.
5. Install only compacted native soil around and above Yucaipa waterlines per Yucaipa Valley Water District Standard W-30.
6. Aggregate base (AB) of Road – Install 6" of Class II AB compacted to 95% relative compaction
7. Asphalt Concrete of Road - Install 6" HMA
8. Install all necessary temporary signs per the traffic control plan.
9. Once work is completed remove temporary signs used per the traffic control plan.
10. Install final striping and reflectors to original condition.
11. Traffic control provided throughout construction.
12. Contractor shall submit and received District approval of all necessary Payment and Performance Bonds and Certificate of Insurance.
13. Contractor proposal shall include a statement that this work is based on prevailing wages per Public Contract Code.
14. Obtain Encroachment Permit from City of Calimesa.

# INSTRUCTIONS TO CONTRACTORS (EMERGENCY WORK)

## TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
Definitions	II
Inspection of Site	II
Qualifications of Contractors	II
Contractor License and Registration	II
Anti-Discrimination	II
Required Submittals	III
Subletting and Subcontracting	III
Iran Contracting Act	III
Economic Sanctions In Response To Russia's Actions In Ukraine	III
Award of Contract	IV
Contract Security - Performance Bond and Payment Bond	IV
Forms:	
Statement of Licensure	VI
Iran Contracting Act Certification	VII
Compliance With Economic Sanctions Certification	VIII
Performance Bond	IX-XI
Payment Bond	XII-XIII
Workers Compensation Contractor Certificate	XIV

## **INSTRUCTIONS TO CONTRACTORS (EMERGENCY WORK)**

### **DEFINITIONS**

Capitalized terms used on the Contract Documents shall have the meanings assigned to them in the Construction Agreement, Bonds, other Forms, General Provisions, and Specifications and Contract Documents that are included in the Contract Documents. Capitalized terms not so defined shall have the meanings assigned to them in, or if none is assigned as reasonably interpreted according to the context of, the portion of the Contract Documents where such terms are used.

### **INSPECTION OF SITE**

Contractors must examine the site and acquaint themselves with all conditions affecting the work. Information derived from maps, plans or specifications, or from the Chief Engineer or his assistants, will not relieve the Contractor from properly carrying out all the terms of the written contract.

### **QUALIFICATIONS OF CONTRACTORS**

A Contractor must be licensed under laws of California, as evidenced by the submittal of the Statement of Licensure. No award will be made to any Contractor who cannot give satisfactory assurance to the District as to his own ability to carry out the contract, both from his financial standing and by reason of his previous experience as a Contractor on work of the nature contemplated in the contract. The Contractor may be required to submit his record of work of similar nature to that proposed under these specifications, and unfamiliarity with the type of work may be sufficient cause for rejection.

### **CONTRACTOR LICENSE AND REGISTRATION**

Contractors for this project shall have an active and in good standing Class "A" Contractor's license from the State of California in order to be considered eligible for the contract award. The license(s) shall remain active and in good standing throughout the entire duration of the project.

In accordance with the Labor Code (especially Sections 1725.5 and 1771.1), all Contractors and Subcontractors must register as a "Public Works Contractor" with the Department of Industrial Relations (DIR) using the online application. Contractor's and Subcontractor's DIR Registration Number must be listed in the Contract Documents. This project is subject to compliance monitoring and enforcement by the DIR.

### **ANTI-DISCRIMINATION**

It is the policy of the District that, in connection with all work performed under the Construction Agreement, there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, or sexual preference. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the Work.

## REQUIRED SUBMITTALS

There are a number of forms and other documents required as submittals by the Contractor during the various stages of the project. Contractor shall submit the following documents upon request by the District:

- (1) Emergency Work Agreement duly executed by the authorized delegate of the Contractor;
- (2) Performance Bond and Payment Bond (issued by Surety);
- (3) Statement of Licensure;
- (4) Iran Contracting Act Certification;
- (5) Compliance With Economic Sanctions Certification;
- (6) Evidence of Insurance and endorsements, as specified by the Contract Documents; and
- (7) Workers' Compensation Certificate, in the form specified by the Contract Documents.

## SUBLETTING AND SUBCONTRACTING

Contractors are required, pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code) to list the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in excess of one-half (½) of one percent (1%) of the prime Contractor's total contract amount. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. Contractor shall list only one subcontractor for each portion as is defined by the Contractor.

## IRAN CONTRACTING ACT

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

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

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

## ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

The Contractor must certify that it is not a target of economic sanctions imposed by the United States government or the State of California in response to Russia's actions in Ukraine. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive

Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>, and the sanctions identified on the United States Department of the Treasury website at <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.

The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all parties with one or more agreements with the State of California, the County of Riverside, or any other local agency, with a value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in these documents, failure to comply with the economic sanctions and all applicable reporting requirements may result in disqualification or termination of the Construction Agreement, if awarded. For Contractors with an agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, the County of Riverside, or any other local agency, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including, but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

To comply with this requirement, please insert your Contractor name and Federal ID Number (if available) on the Certification Form on Page VIII, execute by a duly authorized representative for the contractor, and return with the Contract Documents.

## **AWARD OF CONTRACT**

The Contractor's attention is directed to the provisions in these Instructions to Contractors for the requirements and conditions concerning award and execution of Contract.

The Emergency Contract can be executed in accordance with authority that the Board has delegated to the Board of Supervisors of the Riverside County Flood Control and Water Conservation District by adoption of Resolution No. F94-39 (November 22, 1994; Agenda Item 9.4), and has been approved as to legal form by County Counsel.

Resolution No. F94-39, which states that emergency contracts to safeguard life, health or property can be authorized by the General Manager-Chief Engineer. The resolution requires that the General Manager-Chief Engineer report back to the Board in a public meeting after executing the Contract.

This work is being performed in accordance with the Force Account provisions of the Standard Specifications and as detailed in the Contract.

## **CONTRACT SECURITY – PERFORMANCE BOND AND PAYMENT BOND**

The Contractor shall furnish two (2) surety bonds, each in quadruplicate, one as a security for the faithful performance of the contract in the amount equal to one hundred percent (100%) of the contract price, and one as security for the payment of all persons performing labor and furnishing materials in connection with the contract in an amount equal to one hundred percent (100%) of the Contract Price. The penal sums of the Performance Bond and Payment Bond shall each be initially in the amount of one hundred percent (100%) of the Contract Price. The penal sum may be required to be increased for Contract

Adjustments increasing the Contract Price that are authorized by Change Order. All bonds must be submitted on forms provided by the District. Bonds submitted in any other form will not be accepted.

The Contractor shall furnish to the District the required, original, Performance and Payment Bonds, issued by an admitted surety and shall have a A.M. Best's Insurance Rating of A VIII (A:8) or better rated surety company, authorized to do business in the State of California. The Bonds shall be executed by an authorized attorney-in-fact for the Surety company and his/her original or certified copy Power of Attorney must be attached to the Bonds. Premiums for Bonds shall be paid by the Contractor. Notary acknowledgements of the signatures of the Contractor and Surety(ies) is required. The attorney-in-fact who executes the required Performance Bond and Payment Bond on behalf of the Surety shall affix thereto a certified and current copy of the Power of Attorney authorizing such attorney-in-fact to execute same on behalf of such Surety. Should any Surety on the Performance Bond or Payment Bond be deemed unsatisfactory by the District, Contractor shall upon notice promptly substitute new bonds satisfactory to the District.

If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year, a Maintenance Bond equal to ten percent (10%) of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

STATEMENT OF LICENSURE

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

1. That the pocket license/certificate of licensure I have presented to owner as of this date is my own license, being State of California, Contractors License No. 776934; and
2. That said Contractors License is current and valid; and
3. That said Contractors License is of a classification appropriate to the work to be undertaken for owner, a Class A license.

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

DATED: 5-29-2023

Mark Duff  
Signature

v. p.  
Title

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

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

\_\_\_\_\_ 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 that he/she 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's Signature (Seal)

## IRAN CONTRACTING ACT CERTIFICATION

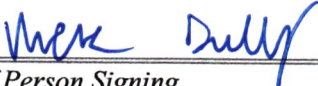
In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a District contract for goods or services of \$1,000,000 or more, a Contractor must either:

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

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

### **Option #1 – Certification**

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

<i>Contractor Name/Financial Institution (Printed)</i> G Duffy Bros Inc.		<i>Federal ID Number (or n/a)</i> 33-0902694
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> NICK DUFFY V.P.		
<i>Date Executed</i> 5-29-23	<i>Executed in</i> Romoland	

### **Option #2 – Exemption**

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

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

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



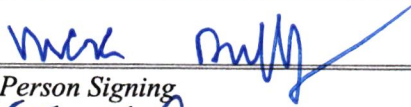
**COMPLIANCE WITH ECONOMIC SANCTIONS IN  
RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE**

Prior to bidding on, submitting a proposal, or executing a contract, a Contractor must certify: 1) it is not a target of economic sanctions and 2) compliance with economic sanctions imposed by the United States government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022, and under state law, if any.

To comply with this requirement, please insert the Contractor name and Federal ID Number (if available), complete the information described below, and execute by an authorized representative of the Contractor.

**CERTIFICATION**

I, the authorized representative for the Contractor named below, certify I am duly authorized to execute this certification on behalf of the Contractor below, and the Contractor identified below has conducted a good faith review of existing contracts. I attest that the Contractor is not a target of economic sanctions, and the Contractor is in compliance with the economic sanctions imposed by the United States government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022, and under state law, if any.

<i>Contractor Name/Financial Institution (Printed)</i> D'Duffy Bros inc		<i>Federal ID Number (or n/a)</i> 33-0902694
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Nick Duffy v.p.		
<i>Date Executed</i> 5-29-2023	<i>Executed in</i> Romoland	

ISSUED IN THREE (3) ORIGINAL COUNTERPARTS  
COUNTERPART NO. 2 OF 3

**ORIGINAL**

## **SURETEC INSURANCE COMPANY**

3131 Camino Del Rio North, Suite 1450, San Diego, CA 92108

### **CHANGE RIDER**

Date: June 8, 2023

To be attached to and form a part of: 100% Performance and 100% Payment Bonds

Bond Number: 4465812

Principal: O'Duffy Bros., Inc.

Obligee: Riverside County Flood Control and Water Conservation District

Said bond, issued by SureTec Insurance Company, as Surety, is hereby amended as follows:

The bond amount has been changed as follows:

FROM: One Million Five Hundred Twenty Five Thousand and 00/100's Dollars (\$1,525,000.00)

TO: One Million Nine Hundred Thousand and 00/100's Dollars (\$1,900,000.00)

Effective date of rider: June 8, 2023

All other terms and conditions shall remain the same.

Signed and sealed this 8<sup>th</sup> day of June 2023.

**SureTec Insurance Company**

**Surety**

By:   
Renae Balderas, Attorney-in-fact

# Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

SureTec Insurance Company

of                      Texas                      , organized under the  
laws of                      Texas                      , subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the State, subject to  
all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 24th  
day of October , 2005 , I have hereunto  
set my hand and caused my official seal to be affixed this  
24th day of October , 2005



John Garamendi  
Insurance Commissioner

By

Patricia K. Staggs  
for Richard D. Baum ~~Deputy~~  
Chief Deputy

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kenneth A. Coate, Julia B. Bales, Stephanie Fisher, Renae Balderas, Andrea Paris

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars (\$10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of January, 2023.

SureTec Insurance Company

By: Michael C. Keimig  
Michael C. Keimig, President



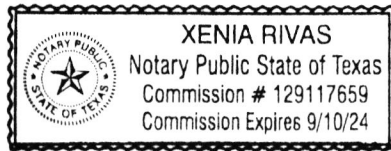
Markel Insurance Company

By: Lindsey Jennings  
Lindsey Jennings, Vice President

State of Texas  
County of Harris:

On this 18th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By: Xenia Rivas  
Xenia Rivas, Notary Public  
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 8th day of June, 2023.

SureTec Insurance Company

By: M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Andrew Marquis  
Andrew Marquis, Assistant Secretary

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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 JUN 08 2023 before me, Mariah Giselle Barela, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Renae Balderas  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature MGB  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

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

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

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

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

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

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

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

Partner –  Limited  General

Partner –  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Trustee  Guardian or Conservator

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

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

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

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

PERFORMANCE BOND

Page 1 of 3

**ORIGINAL**

(Public Work – Public Contract Code Section 21091)

THE PREMIUM IS PREDICATED ON  
THE FINAL CONTRACT PRICE AND  
IS SUBJECT TO ADJUSTMENT.

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") has entered into an Emergency Work Agreement ("Contract") with O'Duffy Construction, Inc., as Principal ("Principal") to perform emergency work ("Work") for the following project: **Calimesa – Avenue L Storm Drain, Stage 2, Project No. 5-0-00165**, 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 21091 to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and SureTec Insurance Company ("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 One Million Five Hundred Twenty Five Thousand and 00/100's ----- Dollars (\$ 1,525,000.00----- ), 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, to:

1. Perform all the work required to complete the Project; and
2. Pay to the District all damages the District incurs as a result of the Contractor's failure to perform all the Work required to complete the Project.

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.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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 Contractor 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.

PERFORMANCE BOND

Page 3 of 3

(Corporate Seal of Principal,  
if Corporation)

O'Duffy Bros., Inc.

(Proper name of Principal)

By:   
Signature of Principal's authorized representative

NICK Duffy V.P.  
Print or type authorized representative's Name and Title

Print or type Principal's Address

24034 Gunther Rd.

Romoland, CA 92585

(Corporate Seal of Surety)

Surety

By:   
Attorney-in-Fact Kenneth A. Coate

(Attach Attorney-in-Fact  
Certificate and Required  
Acknowledgments)

SureTec Insurance Company

Name and Address of California Agent of Surety

3131 Camino del Rio N., Ste. 1450

San Diego, CA 92108

619-400-4106

Telephone Number of California Agent of Surety

**NOTE: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be included or attached.**



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

№ 08138

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

SureTec Insurance Company

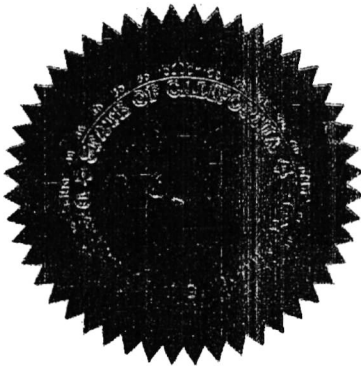
of Texas, organized under the laws of Texas, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 24th day of October, 2005, I have hereunto set my hand and caused my official seal to be affixed this 24th day of October, 2005.



John Garamendi  
Insurance Commissioner

By

Patricia K. Staggs  
for Richard D. Baum Deputy  
Chief Deputy

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kenneth A. Coate, Julia B. Bales, Stephanie Fisher, Renae Balderas, Andrea Paris

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars (\$10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of January, 2023.

SureTec Insurance Company

By: Michael C. Keimig  
Michael C. Keimig, President



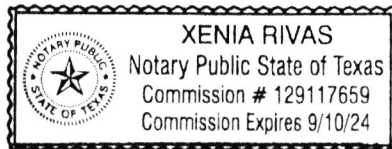
Markel Insurance Company

By: Lindey Jennings  
Lindey Jennings, Vice President

State of Texas  
County of Harris:

On this 18th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By: Xenia Rivas  
Xenia Rivas, Notary Public  
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 24th day of May, 2023.

SureTec Insurance Company

By: M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Andrew Marquis  
Andrew Marquis, Assistant Secretary

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 24 2023 before me, Mariah Giselle Barela, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Kenneth A. Coate  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Mariah Barela  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

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

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

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

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

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

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

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

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

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

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

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

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

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

**ORIGINAL**

(Public Work - Civil Code Sections 9550 et seq.)

THE PREMIUM IS PREDICATED ON  
THE FINAL CONTRACT PRICE AND  
IS SUBJECT TO ADJUSTMENT.

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") has entered into an Emergency Work Agreement ("Contract") with O'Duffy Construction, Inc., as Principal ("Principal") to perform emergency work ("Work") for the following project: **Calimesa – Avenue L Storm Drain, Stage 2, Project No. 5-0-00165.**

WHEREAS, said Principal is required by the Contract and/or by the California Civil Code Section 9550 et seq. to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and SureTec Insurance Company ("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 One Million Five Hundred Twenty Five Thousand and 00/100's -----Dollars (\$1,525,000.00-----), 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, or its subcontractors, of any contracting tier, shall fail to pay any amounts or any person or persons named and described in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

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, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond 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 is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by District or Principal.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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.

O'Duffy Bros., Inc.

(Proper name of Principal)

(Corporate Seal of Principal,  
if Corporation)

By: Nick Duffy  
Signature of Principal's authorized representative

NICK DUFFY V.P.  
Print or type authorized representative's Name and Title

Print or type Principal's Address

24034 Gunther Rd.

Romoland, CA 92585

(Corporate Seal of Surety)

Surety

By: Kenneth A. Coate  
Attorney-in-Fact

(Attach Attorney-in-Fact  
Certificate and Required  
Acknowledgments)

SureTec Insurance Company  
Name and Address of California Agent of Surety

3131 Camino del Rio N., Ste. 1450

San Diego, CA 92108

619-400-4106

Telephone Number of California Agent of Surety

**NOTE: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be included or attached.**

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

№ 08138

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

SureTec Insurance Company

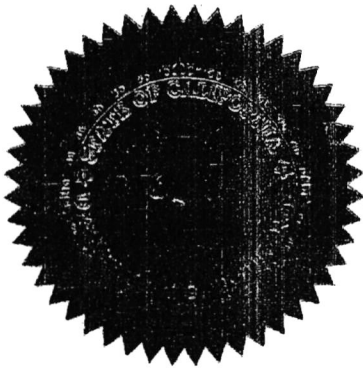
of Texas, organized under the  
laws of Texas, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the State, subject to  
all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 24th  
day of October, 2005, I have hereunto  
set my hand and caused my official seal to be affixed this  
24th day of October, 2005.



John Garamendi  
Insurance Commissioner

By

Patricia K. Staggs  
for Richard D. Baum Deputy  
Chief Deputy

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kenneth A. Coate, Julia B. Bales, Stephanie Fisher, Renae Balderas, Andrea Paris

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars (\$10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of January, 2023.

SureTec Insurance Company

By: Michael C. Keimig  
Michael C. Keimig, President



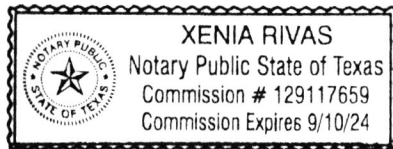
Markel Insurance Company

By: Lindey Jennings  
Lindey Jennings, Vice President

State of Texas  
County of Harris:

On this 18th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By: Xenia Rivas  
Xenia Rivas, Notary Public  
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 24th day of May, 2023.

SureTec Insurance Company

By: M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Andrew Marquis  
Andrew Marquis, Assistant Secretary

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 24 2023 before me, Mariah Giselle Barela, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Kenneth A. Coate  
*Name(s) of Signer(s)*

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature *MGB*  
*Signature of Notary Public*

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



**CALIFORNIA JURAT**

**GOVERNMENT CODE § 8202**



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

Subscribed and sworn to ~~(or affirmed)~~ before me on  
this 29 day of MAY, 2023, by  
Date Month Year



(1) Nicholas D. Duffy

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

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

Signature MGB  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

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

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

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



WORKERS' COMPENSATION CONTRACTOR CERTIFICATE

(Labor Code Sections 1860, 1861 & 3700)

In accordance with the provisions of Section 3700 of the Labor Code, every Contractor shall secure compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

Labor Code Section 1861 requires each Contractor to whom a public works Contract is awarded shall sign and file with the District the following certification prior to performing the Work of the public works construction Contract:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

By signing this certification, the Contractor understands the requirements of and agrees to comply with the aforementioned requirements.

Name of Contractor: O' Duffy Bros inc

By: NICK DUFFY

Title: V. P.

# GENERAL PROVISIONS

## GENERAL PROVISIONS

### SECTION I - DEFINITION OF TERMS

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

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

(b) BOARD OF SUPERVISORS: The Board of Supervisors of the Riverside County Flood Control and Water Conservation District as created by law, also sometimes referred to as the Board. References to the Board set forth in Subsection 2.07, shall be deemed to refer to the General Manager-Chief Engineer of the District.

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

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

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

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

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

(h) SPECIFICATIONS: The directions, provisions, and requirements contained herein as supplemented by such special provisions, as may be necessary, pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under the contract. The Special Provisions are specific clauses setting forth conditions or requirements peculiar to the project under consideration and covering work or materials that are not satisfactorily covered by these General Provisions. Supplemental agreements or contract change orders are written agreements executed by the Contractor and by the District, covering alterations, amendments or extensions to the project, as hereinafter provided.

(i) CONTRACT: The written agreement covering the performance of the work and the furnishing of labor and materials in the construction of the work. The contract shall include

the Notice to Contractors (Emergency Work), Plans, Specifications, Special Provisions, and Contract Bonds, also, any and all supplemental agreements or contract change orders amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner.

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

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

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

(m) THE WORK: All the work specified in the Specifications and Contract Documents, including the Special Provisions, and contract, or indicated on the plans as the contemplated complete improvement covered by the contract.

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

## SECTION II - SCOPE OF WORK

### 2.01 WORK TO BE DONE

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

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

### 2.02 CONSTRUCTION SCHEDULE

The Contractor shall submit at such times as may be requested by the Engineer, a schedule which shall show the order and dates in which the Contractor proposes to carry on the various parts of the work; including estimated completion dates. The District's receipt of such schedule(s) shall not indicate any concurrence by the District in the items or dates described in the schedule(s).

## 2.03 DRAWINGS AND SPECIFICATIONS ON THE WORK

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

## 2.04 ESTIMATE OF QUANTITIES

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

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

The Contractor shall not at any time assert that there was any misunderstanding in regard to the nature of the work or the kind or amount of materials to be furnished for the work. The Contractor herewith agrees that he will not ask, demand, sue for, or seek to recover, for compensation in excess of the amounts payable for the various unit costs or lump sum charges for the work, as stipulated in the Contract Documents, which he actually performs as specified.

## 2.05 PROTESTS

If the Contractor considers any work demanded of him to be outside of the requirements of the contract, or considers any record or ruling of the Engineer to be unfair, he shall immediately, upon such work being demanded or such record of ruling being made, ask, in writing, for written instructions covering protested items of work. Immediately on receipt of written instructions from the Engineer he shall proceed without delay to diligently perform the work in conformance with the written record or ruling. Immediately upon receipt of the written instructions or ruling and before the start of such work, and no later than five (5) business days, the Contractor shall file a written protest with the Engineer stating clearly and in detail the basis of his protest. Except for such protests as are made of record in the manner herein specified and within the time limit stated, the records, rulings, instructions, or decisions of the Engineer shall be final and conclusive.

## 2.06 ALTERATIONS

The Contractor understands and agrees that such reasonable alterations and modifications may be made by the Chief Engineer, as may be deemed desirable, and that this may be done without notices to the Sureties on the Contractor's bonds. If such changes result in increased or decreased quantities under the items specified in the Agreement, the Contractor will be paid on the basis of actual quantities as measured by the Engineer.

## 2.07 EXTRA WORK

### A. General

The District reserves and shall have the right, for any reason whatsoever, or when confronted with unpredicted conditions, unforeseen events, or emergencies, to revise the details of the contemplated work, or to add work of a different character or function and have the Contractor

perform such revised or added work as "Extra Work", when such extra work is considered by the Chief Engineer to be appurtenant to the satisfactory completion of the project.

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

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

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

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

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

#### B. Procedure for Extra Work

1. Extra work may not be done by the Contractor without prior request and proper written approval by the District. Upon decision of the District to have extra work performed, the Chief Engineer will so inform the Contractor, acquainting him with the essential details of the new work.

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

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

b. On a cost basis (force account by the Contractor). The cost of all work done by the Contractor will be computed in the manner described in Section 9-1.04 of the Standard Specifications of the State of California, Department of Transportation, 2018 edition, as amended, and the compensation thus provided shall be accepted as payment in full by the Contractor, and no additional payment will be allowed for the use of small tools, superintendent's and foreman's services, timekeeper's services, pickup or yard trucks, except as specifically

essential to the work, nor any other overhead expenses incurred in the prosecution of the force account work.

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

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

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

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

4. The price agreed to by the Contractor for the extra work shall be full compensation to the Contractor for all labor, materials, equipment or other costs related to the extra work.

#### 2.08 PAYMENT FOR EXTRA WORK

At the end of each month the Contractor shall make and deliver to the Chief Engineer a statement of the cost of the extra work completed during the current month, itemized and in a form satisfactory to the Chief Engineer. Upon verification of said statement by the Chief Engineer, the Contractor's claim for the full amount, as shown on said statement, will be added to the monthly partial payment made in accordance with Section 9-1.04 of the State Standard Specifications.

#### 2.09 RIGHTS OF WAY

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

#### 2.10 CLEANING UP

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

### SECTION III - CONTROL OF THE WORK

#### 3.01 AUTHORITY OF THE ENGINEER



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

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

### 3.02 DETAIL DRAWINGS

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

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

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

### 3.03 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces in all cases shall conform with the elevations, lines, grades, cross-sections, and dimensions shown on the approved plans or as described in the Specifications and Contract Documents. Deviations from the approved plans and working drawings, will in all cases be in the Engineer's discretion and as determined by the Engineer and preauthorized in writing.

### 3.04 INTERPRETATION OF PLANS AND SPECIFICATIONS

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

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

### 3.05 SUPERINTENDENCE

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

### 3.06 LINES AND GRADES

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

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

### 3.07 INSPECTION OF WORK

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

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

### 3.08 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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

### 3.09 EQUIPMENT AND PLANT

Equipment not suitable to produce the quality of work required will not be permitted to operate on the project. Plants shall be designed and constructed in accordance with general

practice for such equipment and shall be of sufficient capacity and of such character to ensure the production of sufficient material to carry the work to completion within the time limit.

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

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

### 3.10 FINAL INSPECTION

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

## SECTION IV - CONTROL OF MATERIAL

### 4.01 DISTRICT FURNISHED MATERIALS

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

The Contractor will be held responsible for all materials so delivered to him, and deductions will be made from any monies due him to make good any shortages and deficiencies, from any cause whatsoever, which may occur after such delivery, or for any demurrage charges due to delinquency in unloading.

### 4.02 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

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

Wherever the name, or brand, or manufacturer of an item is specified, it is used as a measure of quality and utility or a standard. Except in those instances where the product is designated to match others presently in use, or as otherwise stated in the Contract Documents, specifications calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that the Contractor may propose any equal material, product, thing or service. If the Contractor desires to use any other brand or manufacturer of equal quality or utility to that specified, he shall list definite particulars of that which it considers equivalent to the specified item. The District will then determine whether or not the proposed name brand or article is equal in quality and utility to that specified, and the District's determination in that regard shall be final and binding upon the Contractor.

#### 4.03 SAMPLES AND TESTS

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

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

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

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

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

#### 4.04 DIGGING TRENCHES OR OTHER EXCAVATIONS

Any work that involves digging trenches or other excavations extending deeper than four feet below the surface, then the following terms shall apply:

4.04.1 Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

- 4.04.1.1 Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- 4.04.1.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site.
- 4.04.1.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

4.04.2 The District shall promptly investigate the conditions, and advise the Contractor how to proceed.

4.04.3 Contractor shall submit to District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker

protection from the hazard of caving ground during the excavation of such trench or trenches. Prior to any excavation is commenced, District shall accept said plan. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

4.04.4 Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

4.04.5 Nothing in this Section shall be construed to impose tort liability on the awarding body or any of its employees.

#### 4.05 STORAGE OF MATERIALS

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

#### 4.06 DEFECTIVE MATERIALS

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

#### 4.07 ASSIGNMENT OF CLAIMS

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

### SECTION V - LEGAL RELATIONS AND RESPONSIBILITY

#### 5.01 LAWS TO BE OBSERVED

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

precautions and facilities. It is likewise Contractor's responsibility to see to it that his subcontractors also fully comply with such applicable law.

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

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

(b) Labor Code - The Contractor shall comply with all applicable requirements of the California Labor Code including but not limited to Labor Code, Chapter 2, Subchapter 1, Article 10, Required Apprentices on Public Works Contracts. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals with, among other things, discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours and securing workers' compensation insurance and directly affect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1. Their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that it is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." Contractor and its subcontractors shall comply with the provisions of Section 1777.5 of the Labor Code regarding apprentices.

Contractor shall post at each job site during the course of the work a copy of District's "Determination of Prevailing Wage Rates", copies of said Determination are available from District for this purpose and at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

(c) Equal Employment Opportunity

General - The Contractor shall comply with all applicable non-discrimination and equal employment laws. The Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Contract and shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Order. See particularly 41 Code of Federal Regulation (CFR) Chapter 60.

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

Contractor shall permit access to its records of employment, employment advertisement, application forms and other pertinent data and records (including but not limited to certified payroll information) by District and any state or federal agency having jurisdiction for the purpose of investigation to ascertain compliance with this Section.

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

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

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

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

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

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

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

Federally Assisted Construction - If this project is a Federally assisted construction project, then the contract provisions contained 41 CFR § 60-1.4(b) are incorporated herein and Contractor shall likewise incorporate said provisions in each subcontract entered into by Contractor to perform the work.

(d) Registration of Contractors - Contractor must be licensed in accordance with Division 3, Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(e) Accident Prevention - Particular attention shall be given to relevant Division of Industrial Safety Construction and Electrical Safety Orders. Said Orders are contained in Title 8 of the California Code of Regulations, Chapter 4, Subchapters 4 and 5. Specific attention shall be taken of the California Occupational Safety and Health Act of 1973 (commencing with Section 6300 of the Labor Code) and the Federal Occupational Safety and Health Act of 1970 (P.L. 91-596) and rules and regulations issued pursuant to said Acts. Specific reference is made to Article 6 of said Construction Safety Orders. Contractor shall submit to Engineer, who will accept in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping of the sides of trenches, or other provisions to be made for protection of personnel during earthwork operations. In event the Contractor's plan does not conform with the shoring system requirements of Article 6, the Contractor's proposed shoring design shall be prepared and signed by a civil or structural engineer registered in the State of California.

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

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

#### 5.02 CONTRACTOR'S RESPONSIBILITY

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

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

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

#### 5.03 CONTRACTOR'S RESPONSIBILITY FOR WORK

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



#### 5.04 PROPERTY RIGHTS IN MATERIALS

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

#### 5.05 PERMITS AND LICENSES

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

#### 5.06 ROYALTIES AND PATENTS

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

#### 5.07 SANITARY PROVISIONS

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

#### 5.08 PUBLIC SAFETY

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

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

#### 5.09 USE OF EXPLOSIVES

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

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

#### 5.10 PROVISIONS FOR EMERGENCIES

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

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, or loss of life or property.

#### 5.11 ACCESS TO THE WORK

Access to the work from existing roads shall be provided by the Contractor and maintained in a manner so as not to create a public nuisance. The Board of Supervisors, Flood Control District and Engineer assume no responsibility for the condition or maintenance of any existing road or structure thereon that may be used by the Contractor for performing the work under these specifications and for traveling to and from the site of the work.

#### 5.12 GUARANTEE OF WORK

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

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

### SECTION VI - PROSECUTION AND PROGRESS

#### 6.01 PROGRESS OF THE WORK

The Contractor shall begin the work upon execution of this agreement and shall diligently and continuously prosecute the same to completion.

#### 6.02 SUBCONTRACTING

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

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

District reserves the right to approve all subcontractors whether or not they are required to be listed in the Contract Documents. As used in this Section "subcontractor" includes any person

who fabricates or manufactures any article for incorporation into the work whether or not they install or test after installation or contract to install or test after installation, but does not include suppliers of fungible goods for incorporation into the work unless such supplier also installs or tests or contracts to install or test.

The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. The furnishing and placing of reinforcing steel, when placing is performed by the supplier, will be considered as a Specialty Item for this purpose; however, he shall be designated in the list of subcontractors.

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

#### 6.03 CHARACTER OF WORKMEN

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

#### 6.04 TEMPORARY SUSPENSION OF THE WORK

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

#### 6.05 ASSIGNMENT

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

#### 6.06 TERMINATION OF CONTRACT

In the event the Contractor fails to prosecute the work with such diligence as will insure its completion as directed by the District, or Contractor shall fail to make payments to persons supplying labor or materials for the work, or Contractor does not comply with applicable law or instructions of General Manager-Chief Engineer, or Contractor is otherwise guilty of a substantial violation of any provision of the Agreement documents, then the District, without prejudice to such other and further right, remedy or relief it may be entitled to, may terminate the Agreement.

## SECTION VII - PAYMENT

### 7.01 SCOPE OF PAYMENTS

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

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

The weights of metalwork, pipe, and other metal parts to be paid for by weight will be determined by the Engineer on the basis of handbook weights, scale weights, or manufacturer's catalog weights, or in the absence of any of the foregoing, on the basis of estimated weights; provided, that weights of nonmetallic coatings will be excluded.

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

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

### 7.02 PAYMENT AND COMPENSATION FOR ALTERED QUANTITIES

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

### 7.03 ACCEPTANCE

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

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

#### 7.04 DEDUCTIONS FROM PAYMENTS

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

#### 7.05 DELAYED PAYMENTS

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

#### 7.06 FINAL PAYMENT

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

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

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

#### 7.07 CLAIMS RESOLUTION - CLAIMS UP TO \$375,000

In accordance with Public Contract Code Section 20104 - 20104.8 and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the District shall be resolved following the statutory procedure.

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

claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the District.

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

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

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

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

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

5. Location for Filing of Claims, Jurisdiction. Any legal action related to the performance of the work or the terms of the Contract Documents shall be filed only in the Superior Court of the State of California located in Riverside, California.

#### 7.08 CLAIMS RESOLUTION - ALL CLAIMS (PUBLIC CONTRACT CODE SECTION 9204)

This Section is intended to help resolve disputes between the parties related to this project. Such disputes shall be brought to the attention of the District at the earliest possible time, so that such disputes may be promptly resolved, if possible, or other appropriate action or investigation may be promptly undertaken. Claims must be filed on or before the date of final payment as

required in Public Contract Code Section 20104.2. Public works claims which arise between the Contractor and the District shall be resolved using the following procedure:

A "claim" means a separate demand by the Contractor sent by registered mail or certified mail return receipt requested for one or more of the following: (a) a time extension including, without limitation, for relief from damages or penalties for delay assessed by the District; (b) payment by the District of money or damages arising from work done by or on behalf of the Contractor and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; (c) payment of an amount that is disputed by the District. The Contractor shall furnish reasonable documentation to support the claim.

A. Form and Contents of Claim(s)

The Contractor shall furnish reasonable documentation to support the Claim, which shall be sent by registered mail or certified mail with return receipt requested to the District at the address provided herein this Section 7.08. The Contractor's written Claim must include, but not limited to, the following:

- 1) A statement to identify that it is a Claim under this Section 7.08, on a company letterhead, and a request for a decision on the Claim;
- 2) A detailed description or narrative of pertinent events, act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;
- 3) Citation to contract provisions;
- 4) Theory of entitlement that provides a detailed justification for any remedy or relief sought by the Claim. This includes, but not limited to: a detailed cost breakdown, invoices, material tickets, staff logged time, summary of quantities, other cost records and total cost calculations;
- 5) Complete pricing of all cost impacts;
- 6) A time impact analysis of all time delays that shows actual time impact on the critical path; and
- 7) Documentation, District letters, notifications, related drawings and photos supporting items (1) through (6).

The Claim must be verified under penalty of perjury by Contractor's project superintendent as to the Claim's accuracy, and shall be priced like a Change Order, and must be updated at regular intervals as to cost and entitlement if a continuing Claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in the preparation and submission of a Claim.

Claims and support documentation related must be sent to:

Chief of Operation and Maintenance Division or its designee  
Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501

B. Claims Procedure

- 1) Upon receipt of a Claim and the supporting documentation, the District shall conduct a reasonable review of the Claim and within 45 days, or an extended period as may be set by mutual agreement of the District and Contractor, provide the Contractor with a written statement identifying what portion of the Claim is still disputed and what portion is undisputed.
- 2) Notwithstanding the time period set forth in B.1) above, if the District needs approval from the Board of Supervisors to provide the Contractor with a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Board of Supervisors does not meet within the 45 days or within the mutually agreed to extension of time following receipt of the Claim, the District shall have up to three (3) days following the next duly publicly noticed meeting of the Board of Supervisors after the forty-five (45) day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim.
- 3) Any payment due on the undisputed portion of the Claim under this Section shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this Section 7.08 shall bear interest at 7% per annum. If the District fails to issue a written statement, the Claim shall be deemed rejected in its entirety. Failure by the District to respond to a claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to the Claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
- 4) If the Contractor disputes the District's written response, or if the District fails to respond within the time prescribed, the Contractor may demand in writing, sent by registered mail or certified mail return receipt requested, an informal meet and confer conference for settlement of the portion of the Claim in dispute. Upon receipt of the demand, the District shall schedule a meet and confer conference within 30 days.
- 5) Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion thereof remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed



portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

- 6) For purposes of this Section, mediation includes any nonbinding process, including but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute with resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Section 7.08 shall excuse any further obligation under Section 20104.4 of the Public Contract Code to mediate after litigation has been commenced.
- 7) If mediation is unsuccessful to resolve all issues, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside of this Section and the requirements of Public Contract Code § 9204. The Claim resolution procedures in this Section do not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the parties' dispute.
- 8) Following the procedures set forth in this Section 7.08, including the mediation, if the Claim or any portion of it remains in dispute, the Contractor may file a Claim as provided in Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- 9) If the Government Code claim is denied, Contractor may file an action in court. If a civil action is filed to resolve any claim, such action shall be subject to the provisions of Public Contract Code Sections 9204 or 20104.4 and shall be followed, providing for non-binding mediation and judicial arbitration. This Section applies only to claims subject to Public Contract Code Sections 9204 or 20104. If a claim is not subject to Public Contract Code Sections 9204 or 20104, the Contractor's right to file a civil action shall be as otherwise provided by law.

C. Subcontractor Claim(s)

If a subcontractor or a lower tier subcontractor has a Claim, the Contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation as set forth in Section 7.08 to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the

Claim to the District, and if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

D. Consistency with Public Contract Code Sections 9204 and 20104

If any Claim(s) arising under this Contract is subject to the provisions of Public Contract Code Sections 9204 or 20104 et seq. (Div. 2, Part 3, Chapter 1, Article 1.5), and if provisions of those statutory sections require a procedure or procedural element different from that established in this Contract, then the provisions of those statutory sections shall apply in place of the conflicting procedure or procedural element established herein.

E. Any legal action related to the performance of the work or the terms of the Contract Documents shall be filed only in the Superior Court of the State of California located in Riverside, California.

SECTION VIII - GENERAL

8.01 COOPERATION BETWEEN CONTRACTORS

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

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

8.02 INSURANCE - INDEMNIFICATION/HOLD HARMLESS/DEFEND

1. Insurance.

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

Without limiting or diminishing the Contractor's obligation to indemnify, defend or hold the District harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. In respects to the requirements for the Project and as further described in this Section, the District herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts and Departments, and any municipal corporation or governmental entity in which the work is to be accomplished, their respective directors, officers, Board of Supervisors, governing boards or councils, employees, elected and appointed officials, agents, representatives as Additional Insured.

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 District, the County of Riverside, Caltrans and the City of Corona.

Commercial General Liability - Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the District, all Agencies, Districts, Special Districts, and Departments of the County of Riverside, together with their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$2,000,000** 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.

Vehicle Liability - If Contractor's 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 District, all Agencies, Districts, Special Districts, and Departments of the County of Riverside, together with their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

Pollution and Asbestos Liability - If hazardous material is encountered during construction, the Project Manager must be notified immediately, and if any work is done to remove it, any Contractor performing work shall obtain and keep in effect during the term of their contract with Contractor, Pollution Liability Insurance, including Asbestos Liability Insurance, covering the subcontractor's liability for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by the subcontractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under this contract. Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$4,000,000.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

General Insurance Provisions - All lines -

a) 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 District Risk Manager. If the District'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.

b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the District's Risk Manager before the commencement of operations under this Agreement. Upon notification

of deductibles or self-insured retentions unacceptable to the District, and at the election of the District's Risk Manager, Contractor's carriers shall either, 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the District, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) Contractor shall cause Contractor's insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the District's 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 30 days written notice shall be given to the District 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 District 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 coverages set forth herein and the insurance required herein is in full force and effect. Contractor ***shall not commence operations until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or 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.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

e) The District's Reserved Rights--Insurance. 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 (such as the use of aircraft or watercraft), the District reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the District's Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the District.

h) Said insurance must contain an endorsement that District, County of Riverside, and any municipal corporation or governmental entity in which the work is to be accomplished, are named as an additional insured as respects the work covered hereunder. Said insurance must not contain, as respects the work covered hereunder, any exclusions as to bodily injury or death or property damage arising out of blasting, explosion, or underground damage to wire, pipes, conduits, mains, sewers, tank tunnels or any similar property, i.e., the so-called "x c u" exclusions. The insurance certificate evidencing such insurance must affirmatively state that the insurance carrier(s) will give District 30 days written notice prior to cancellation of the insurance or a reduction in coverage; must state that the "x c u" exclusions are waived or do not exist in the policy(s); and that District, County of Riverside, and any municipal corporation in which the work is to be accomplished, are named as an additional insured as respects the work covered hereunder.

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

2. Indemnification - Hold Harmless and Defend.

Contractor shall indemnify and hold harmless the District, County of Riverside, and any municipal corporation or governmental entity in which the work is to be accomplished, together with its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts, omissions or services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, relating to or in any way connected with or arising from the accomplishment of the work, whether or not in furtherance of the work, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the District; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to District the appropriate form of dismissal relieving the Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the Indemnitees to the fullest extent allowed by law.

3. Obligations.

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

8.03 PUBLIC UTILITIES

The locations of all pipelines, power lines, communication lines and other utility components known to District to exist within the limits of the work, are indicated on the drawings and may be the subject of a specific Special Provision(s). Size, location and characteristics of such

utilities is based upon information made available to District - primarily from the owner of the utility in question. The exactness of such information is not guaranteed but may be assumed to have been accomplished with reasonable accuracy.

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

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

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

When Contractor encounters a utility not shown or described in the Contract Documents, Contractor shall cease all work which would disturb such utility and its support until given specific instructions as to how to proceed regarding such utility by Engineer

#### 8.04 PROTECTION OF EXISTING STREET FACILITIES

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

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

#### 8.05 DUST ABATEMENT

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

The Contractor will be required to have a positive and continuous method of dust control which is satisfactory to the Engineer. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any of the work included in the contract. All costs incidental to dust control shall be included in the unit prices paid for other items of work in the schedule.

## SECTION IX - WATERING

### 9.01 DESCRIPTION

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

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

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

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

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

### 10.01 GENERAL

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

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

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

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

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

### 10.02 SIGNS

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

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

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

10.03 MATERIALS STORAGE

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

\*\*\*\*\*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/31/2023

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

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

<b>PRODUCER</b> Kellogg & Moreland Agency, Inc. DBA Arroyo Insurance Services 1654 Plum Lane Redlands CA 92374-4532		<b>CONTACT NAME:</b> Mary Castro <b>PHONE (A/C, No, Ext):</b> (909) 792-8950 <b>E-MAIL ADDRESS:</b> maryc@arroyoins.com <b>FAX (A/C, No):</b> (909) 792-2030	
<b>INSURED</b> O' Duffy Bros, Inc. 24034 Gunther Road Romoland CA 92585		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Landmark American Ins Co	<b>NAIC #</b> 35637
		<b>INSURER B:</b> California Automobile Insurance Company	38342
		<b>INSURER C:</b> RSUI Indemnity	22314
		<b>INSURER D:</b> ACE American Insurance Co	22667
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 23/24 GL/UMB/BAUT/WC      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	LHA113907	05/11/2023	05/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA040000057358	02/15/2023	02/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 50,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED      RETENTION \$			NHA102390	05/11/2023	05/11/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	C5 13 06 72 7	03/01/2023	03/01/2024	PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**


PROJECT: Emergency Sink Holes Work in Calimesa

Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives are listed as an additional insured with respect to the above referenced General Liability and Auto Liability Policy. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation Policy.

The excess coverage provided under O'Duffy Bros, Inc. Insurance, Policy Number NHA102390 in force for RSUI Indemnity is following form of the primary coverage including all endorsement to the primary policies.

### CERTIFICATE HOLDER

### CANCELLATION

Riverside County Flood Control and Water Conservation District 1995 Market Street Riverside CA 92501	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b>  

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

*This Endorsement Changes The Policy. Please Read It Carefully.*

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

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

**Name of Person or Organization:**

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

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

This endorsement effective 5/11/2023  
forms part of Policy Number LHA113907  
issued to JAMES DUFFY DBA: O'DUFFY CONSTRUCTION / O' DUFFY BROS, INC.  
by Landmark American Insurance Company

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

## **Business Auto Broadening Endorsement**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSURED
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

# BUSINESS AUTO COVERAGE FORM

## I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

## II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

## III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

## IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**VI. FELLOW EMPLOYEE COVERAGE:**

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

**VII. ADDITIONAL TRANSPORTATION EXPENSE**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

**VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
  - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
  - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightningSubject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

**IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

**X. LOAN/LEASE GAP COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
- a. The amount paid under the Physical Damage Coverage Section of the policy; and
  - b. Any:
    - (1) Overdue lease/loan payments at the time of the "loss";
    - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
    - (3) Security deposits not returned by the lessor;
    - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

**XI. GLASS REPAIR – DEDUCTIBLE WAIVER**

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**XII. TWO OR MORE DEDUCTIBLES**

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

**XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an

"accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.



**XIV. WAIVER OF SUBROGATION**

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**XVIII. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

**XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH**

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

**Workers' Compensation and Employers' Liability Policy**

Named Insured Barrett Business Services, Inc. L/C/F O'DUFFY CONSTRUCTION 24034 GUNTHER RD ROMOLAND, CA 92585	Endorsement Number
	Policy Number Symbol: WLR Number: C51306727
Policy Period 3/1/2023 TO 3/1/2024	Effective Date of Endorsement 3/15/2023
Issued By (Name of the Insurance Company) Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

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

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1.  Specific Waiver  
Name of person or organization:
  
  
  
  
  
  
  
  
  
  
- Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
  
2. Operations:  
ALL CALIFORNIA OPERATIONS
  
  
  
  
  
  
  
3. Premium:  
The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
  
4. Minimum Premium: \$0



\_\_\_\_\_  
Authorized Agent

**MINUTES OF ANNUAL MEETING  
OF  
SOLE SHAREHOLDER  
OF  
O'DUFFY BROS., INC.**

The annual meeting of sole shareholder of O'Duffy Bros., Inc., a California corporation, was held on or about February 20, 2014 at 29254 Duffy Street, Romoland, California.

The following shareholder was present at the meeting representing the shares indicated:

Sole Shareholder

James T. Duffy

James T. Duffy acted as chairman and secretary of the meeting. The chairman called the meeting to order and it was then moved, seconded and resolved to dispense with the reading of the minutes of the last meeting.

The chairman stated that the election of new directors was in order and proposed the following resolution, which was unanimously adopted:


RESOLVED, that the persons listed below are hereby elected as the directors of the corporation to serve as such directors until the next annual meeting of the shareholders and until their successors are elected and duly qualified.

James T. Duffy  
Nicholas D. Duffy

The chairman next discussed various actions taken by the directors since the last meeting of the shareholders and proposed the following resolution, which was unanimously adopted:

RESOLVED, that all actions taken by the directors on behalf of the corporation since the last annual meeting of the shareholders within the scope of their duties and powers be and are hereby approved, ratified and affirmed, except that all such acts which are violations of any statute, fraudulent, against public policy or breaches of the fiduciary duty owed to this corporation shall not be deemed ratified under this resolution or be effective against this corporation unless such act, and the facts and circumstances surrounding such act, are fully disclosed to the shareholders and an additional resolution specifying such act is voted upon and approved.

There being no further business to come before the meeting, the meeting was duly adjourned.

  
\_\_\_\_\_  
James T. Duffy, secretary of the meeting

# State of California



## SECRETARY OF STATE



I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

FEB 17 2000



*Bill Jones*

Secretary of State

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

JAN 10 2000

BILL JONES, Secretary of State

**ARTICLES OF INCORPORATION  
OF  
O'DUFFY BROS., INC.**

1.

The name of this corporation is O'DUFFY BROS., INC.

2.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

3.

The name and address in the State of California of this corporation's initial agent for service of process is:

Mr. Jim Duffy  
29254 Duffy Street  
Romoland, California 92585

4.

This corporation is authorized to issue only one class of shares of stock; and the total number of shares is 1,000,000 shares.

5.

A. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

B. This corporation is authorized to provide indemnification of agents (as defined in §317 of the California Corporations Code) for breach of duty to the corporation and its shareholders through bylaw provisions or through agreements with agents, or both, in excess of the indemnification otherwise permitted by §317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in §204 of the California Corporations Code.

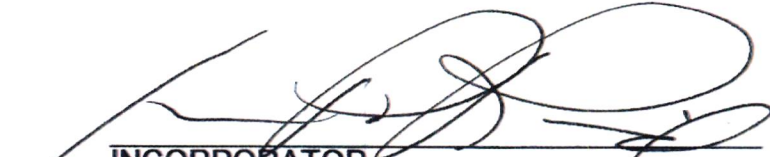
C. Any repeal or modification of the provisions of this Article shall not adversely affect the rights under this Article in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

Dated: January 6, 2000

  
James P. Reid  
INCORPORATOR

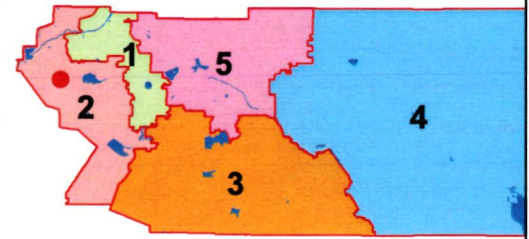
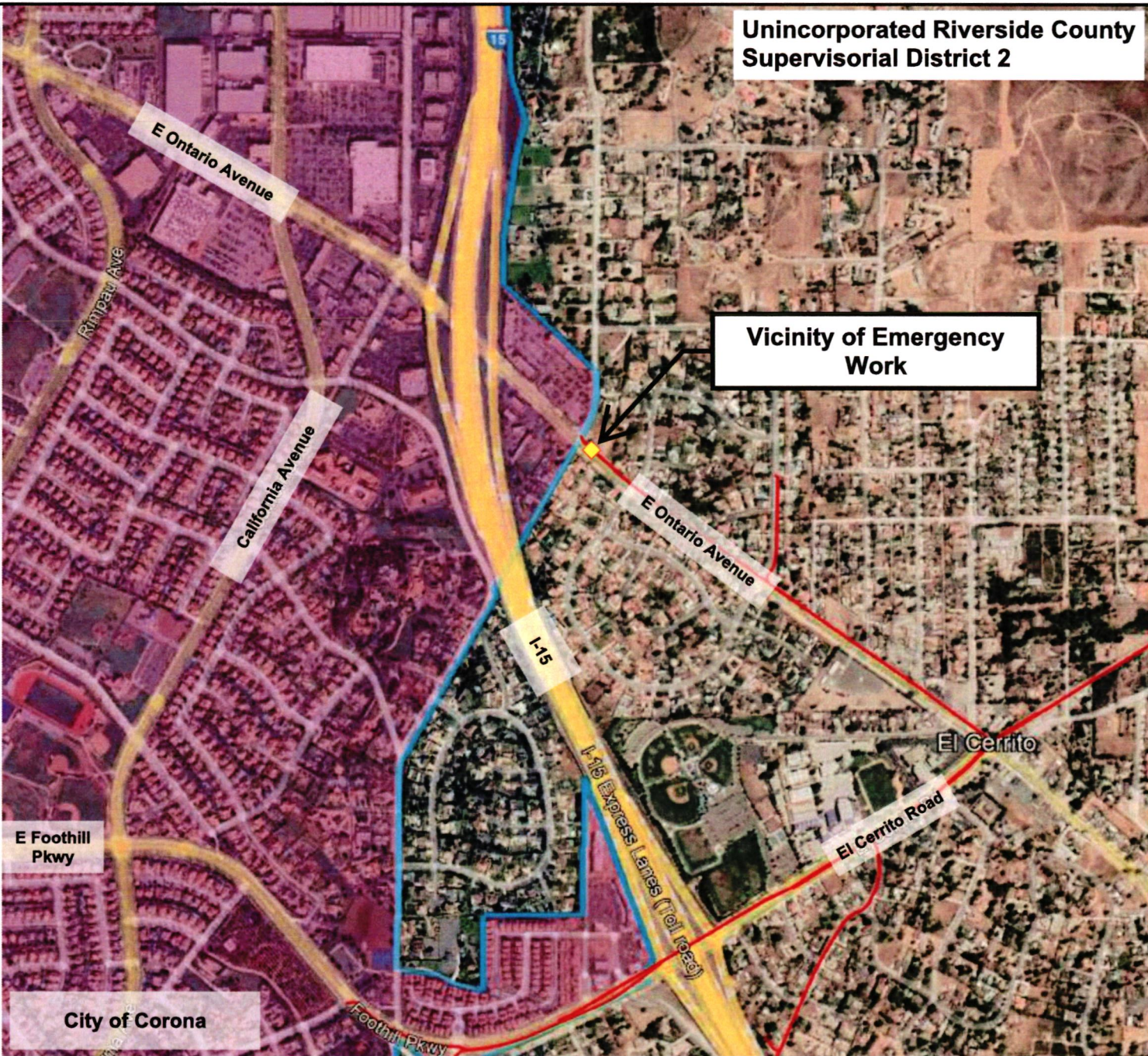
**VERIFICATION**

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

  
INCORPORATOR



Unincorporated Riverside County  
Supervisory District 2



**Legend**

- Supervisory District
- District Line Facility
- Vicinity of Emergency Work

**Description**

Winter 2023 Storms Emergency Actions

Ontario Avenue Sinkhole  
Corona Drains East Ontario Ave Storm Drain, Stage 1  
Project No. 2-0-00351

E Foothill Pkwy

City of Corona

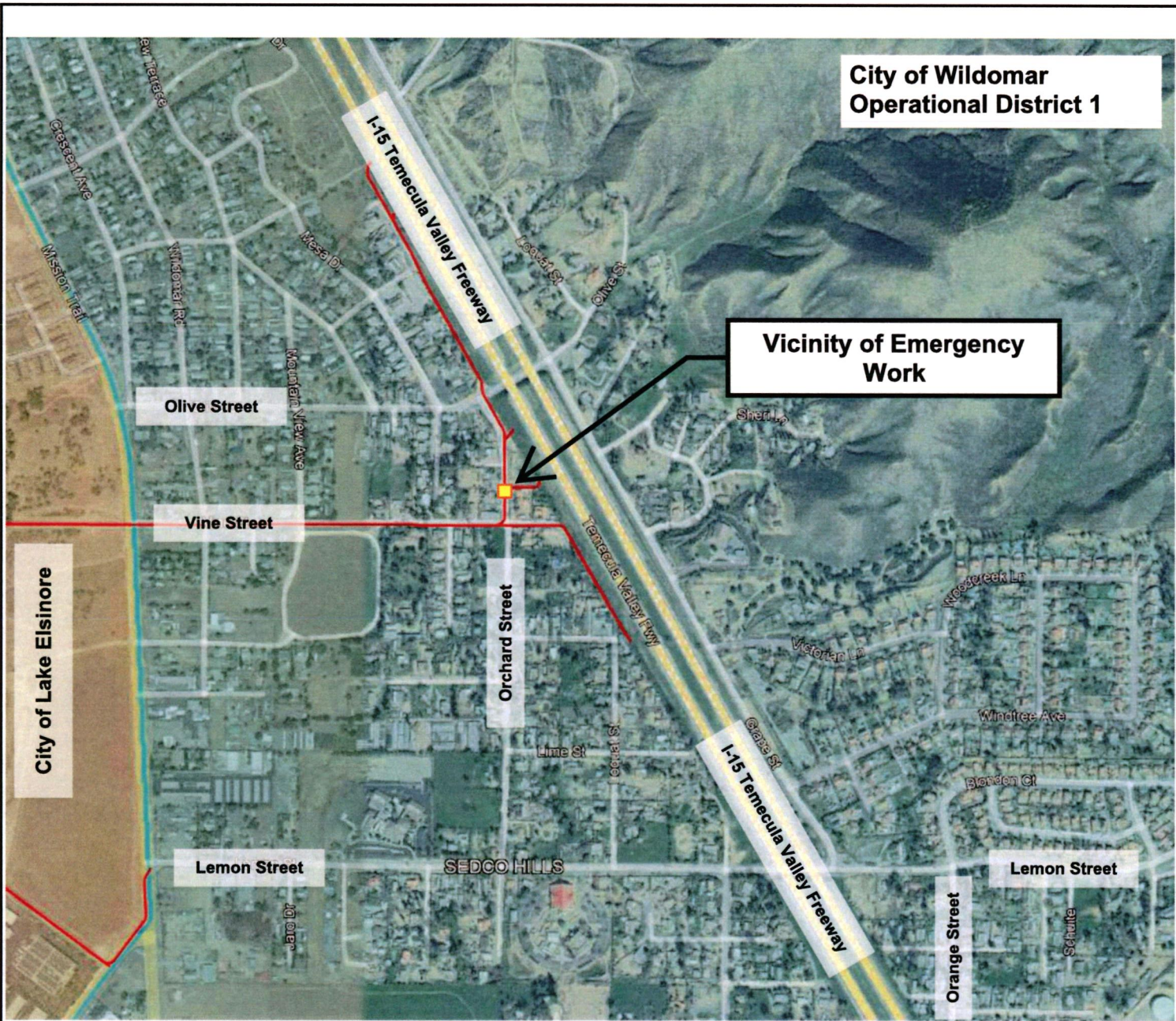


# VICINITY MAP



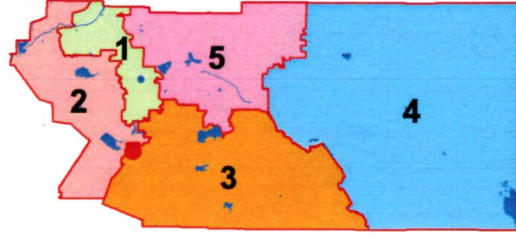
Attachment 1





City of Wildomar  
Operational District 1

Vicinity of Emergency  
Work



**Legend**

- Supervisory District
- District Line Facility
- Vicinity of Emergency Work

**Description**

Winter 2023 Storms Emergency  
Actions

Wildomar Sinkhole  
Sedco MDP Lines D and D-1  
Project No. 3-0-00140



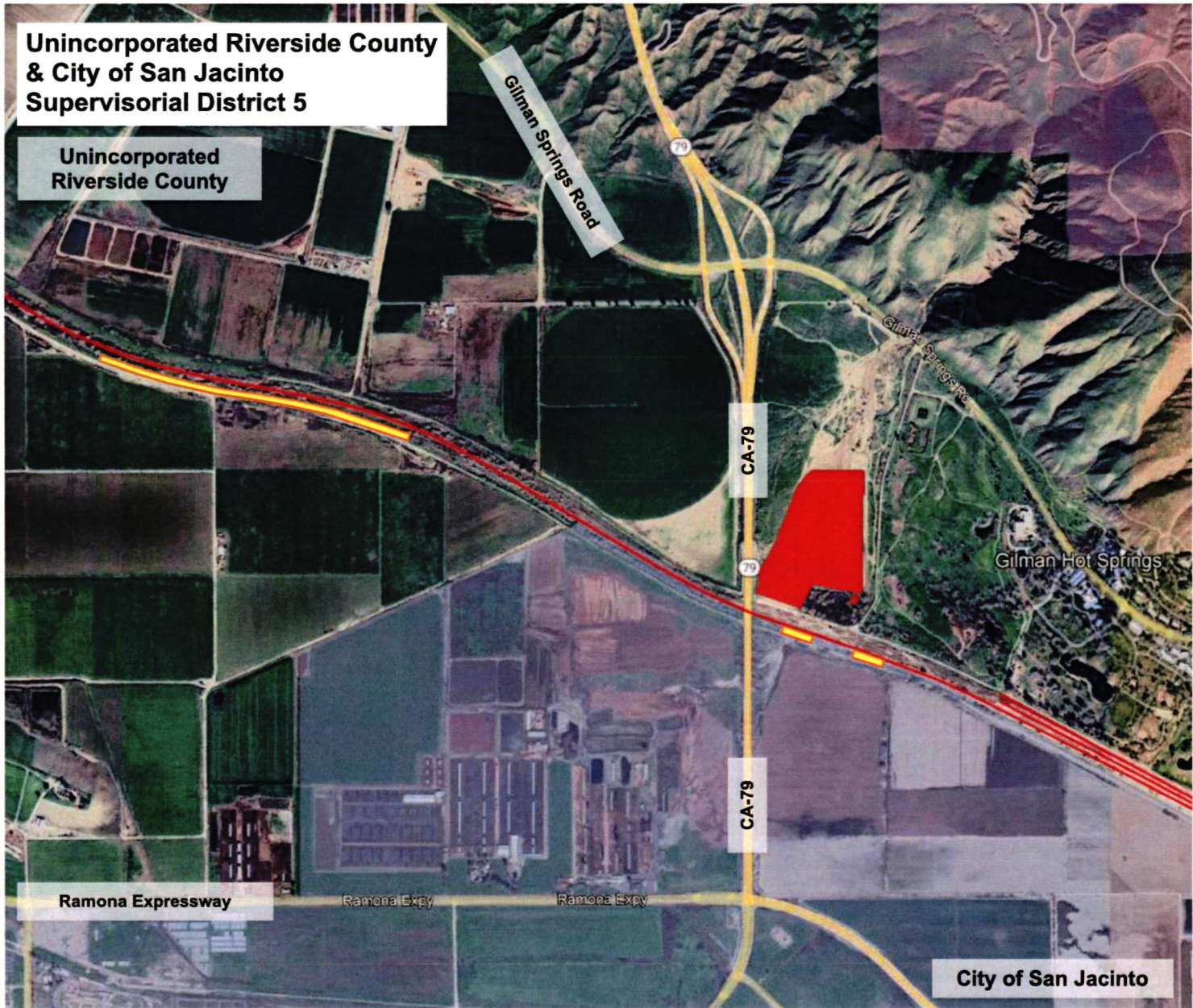
# VICINITY MAP



Attachment 1

Unincorporated Riverside County  
& City of San Jacinto  
Supervisory District 5

Unincorporated  
Riverside County

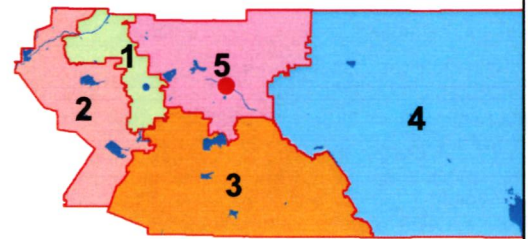


Ramona Expressway





Ramona Expy

Ramona Expy

City of San Jacinto



**Legend**

-  Supervisory District
-  District Line Facility
-  District Area Facility
-  Vicinity of Emergency Work

**Description**

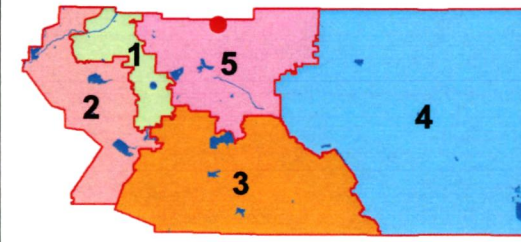
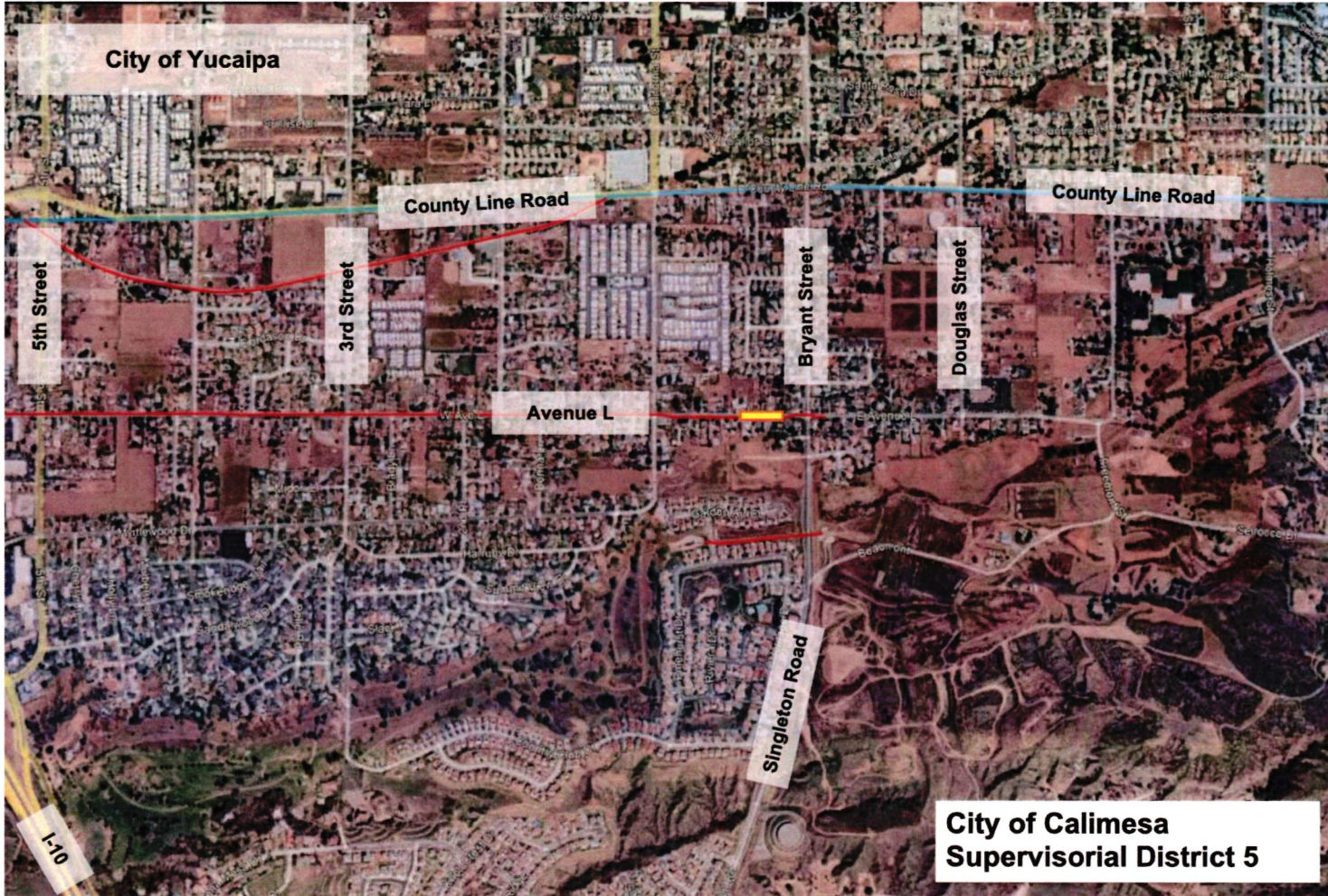
Winter 2023 Storms Emergency Actions  
San Jacinto River Interim Levee Project No. 4-0-00021



# VICINITY MAP



Attachment 1



**Legend**

- Supervisorial District
- District Line Facility
- Vicinity of Emergency Work

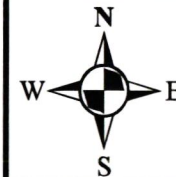
**Description**

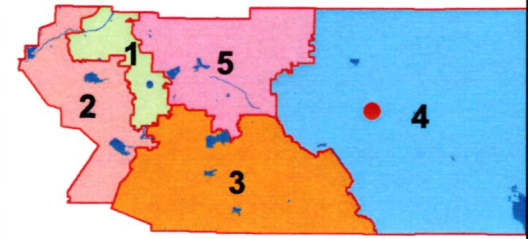
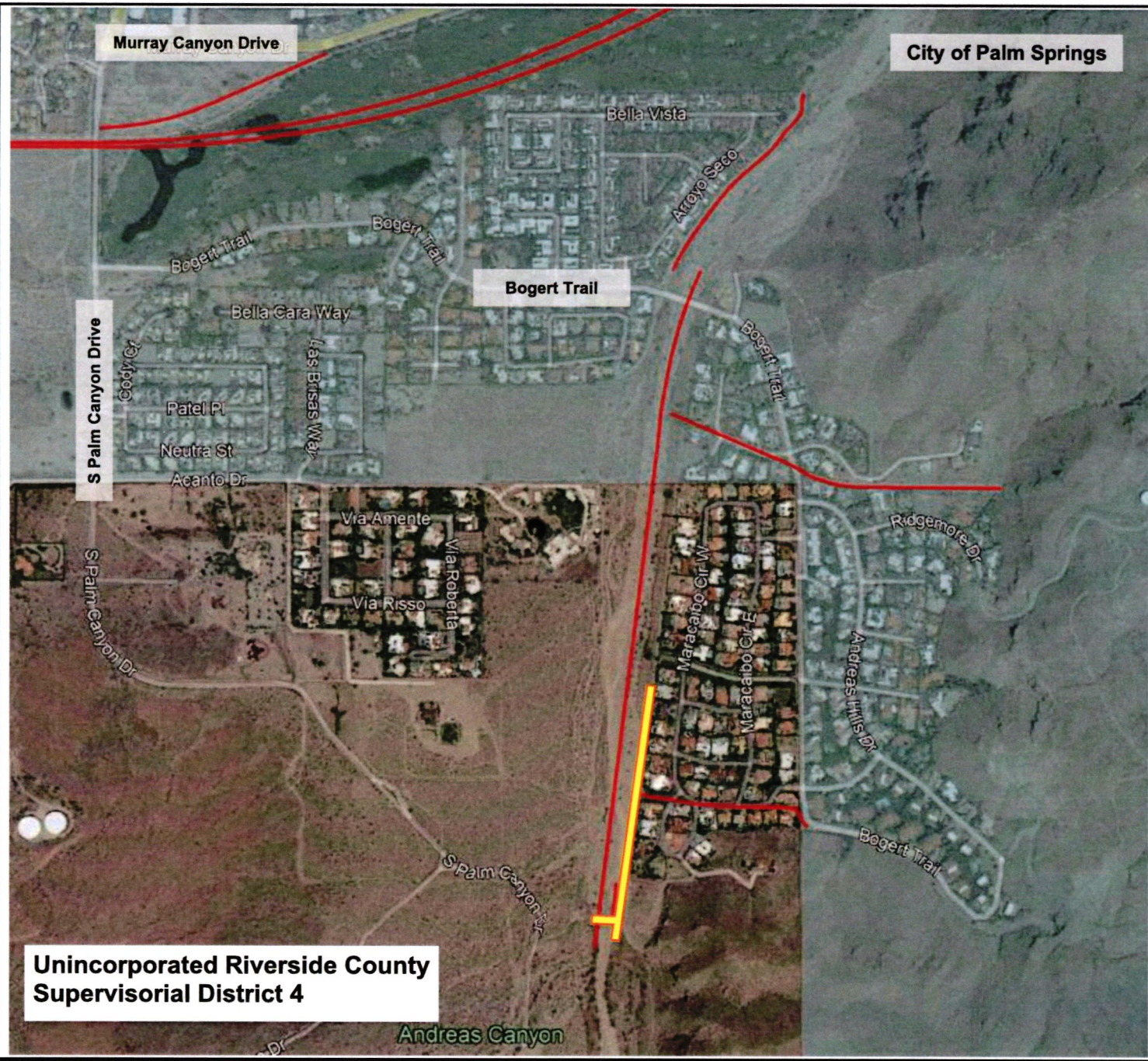
Winter 2023 Storms Emergency Actions

Calimesa Sinkholes  
 Calimesa – Avenue L Storm Drain  
 Project No. 5-0-00165



# VICINITY MAP





**Legend**

- Supervisorial District
- District Line Facility
- Vicinity of Emergency Work

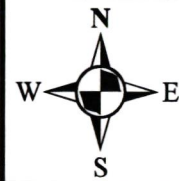
**Description**

Winter 2023 Storms Emergency Actions  
 Palm Canyon Wash (Above Bogert Trail)  
 Project No. 6-0-00042

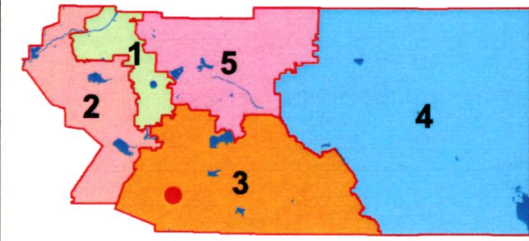
**Unincorporated Riverside County Supervisorial District 4**



# VICINITY MAP



**City of Murrieta  
Supervisorial District 3**



**Legend**

- Supervisorial District
- District Line Facility
- Vicinity of Emergency Work

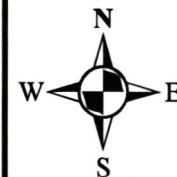
**Description**

Winter 2023 Storms Emergency Actions

Murrieta Creek Channel  
Project No. 7-0-00020



# VICINITY MAP



Attachment 1